

**AGENDA MINUTES
CITY COMMISSION MEETING
CITY HALL, 501 W MEADOW STREET
MONDAY, FEBRUARY 9, 2026 5:30 PM**

1. CALL TO ORDER

The City of Leesburg Commission held a regular meeting on Monday, February 9, 2026, at Leesburg City Hall. Mayor Berry called the meeting to order at 5:30 p.m. with the following members present:

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

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

INVOCATION

Mayor Berry 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. Retirement Plaque - Fire Chief Joseph Mera

Mayor Berry asked Chief Mera to come forward. On behalf of the Mayor and the city commission, she presented him with a plaque that read, to Joseph J. Mera, in recognition of your 24 years of dedicated service to the citizens of the city of Leesburg, February 4, 2002, to February 6, 2026. Congratulations.

CM Minner said he wanted to personally recognize Chief Mera for his time in the Leesburg Fire Department. He thinks under the Chief's direction we made a lot of advances. Jokingly, he added that the Chief did spend a considerable amount of money. Just kidding, he could not resist. Seriously, speaking on behalf of the city commission and the department head team, thank you for your service. It has been a

pleasure to work with you, and we are sorry to see you go.

On a staff level, moving forward, he thinks, in his time through Chief Johnson prior to Chief Mera, and then we brought on Chief Mera. One of the greatest things the Leesburg Fire Department has done is to be able to groom and train their own. Hiring department heads, as you know, is a difficult endeavor for your city manager, but what makes it easy, at least in the fire department, and as well as the police department, has been ready people who are available to fill in. That speaks credit to our organization and to the status of our public safety. So, with that, Chief Mera this evening has the honor of pinning our incoming Chief Henry. So Chief, Mayor, take it away.

B. Pinning of New Fire Chief - Ryan Henry

Mayor Berry asked Chief Henry to come forward. She then turned it over to Chief Mera. **Chief Mera** stated, while pinning our new Fire Chief, that "The badge only weighs a few grams. The weight that it carries is impossible to carry at times. Keep my Firemen safe." He then introduced Chief Henry. **Chief Henry** thanked everyone.

CM Minner announced that Nate Barlow has also been promoted to our new deputy chief. And, with that, we have upward mobility, causing a couple of spots that we are going to need to fill. He does not think we will have any problems filling those; the department is in good hands. Thank you, fellas.

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!

Semeion Richardson, owner of the downtown business, Artist with a Purpose. We have been downtown for about 4 years, and she just wanted to thank the commission for allowing them to do Soul Fest. It was really awesome with great attendance. This was their fourth year doing it, and they definitely want to continue to collaborate in partnership with the city. Also, Artist with Purpose has been selected for the Harlem Fines Art Show in New York. She, along with two artists, Belina and Dafeny will be going to New York in eight days. They were selected because they are the first black-owned art gallery here in the three counties of Lake, Sumter, and Marion. She is excited about being part of that as well as being part of Leesburg. Excited to be part of the movement and, she cannot wait to see what this year brings. 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.

Commissioner Reisman moved to adopt the Consent Agenda and Commissioner Burry seconded the motion.

The roll call vote was:

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

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

A. CITY COMMISSION MEETING MINUTES:

- 1. Regular meeting held January 26, 2026**

B. PURCHASING ITEMS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an amendment to the existing contract with Professional Waterfront Cleanup and Removal, LLC; and providing an effective date.**

ADOPTED RESOLUTION 12,190

C. RESOLUTIONS:

- 1. Resolution of the City Commission of the City of Leesburg, Florida, accepting a Utility Easement to the City of Leesburg from Tralonie Montoute for the purpose of granting the City an Easement over the property described therein; and providing an effective date.**

ADOPTED RESOLUTION 12,191

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, annexing certain real property consisting of approximately 25.07 +/- acres; and being generally located south of CR 48, east of Number Two Road, and west of Trimpi Road, lying in Section 20, Township 20 South, Range 25 East, Lake County, Florida; providing that said property so annexed shall be liable for its proportionate share of the existing and future indebtedness of said city; providing that such annexed property shall be subject to all laws and ordinances of said city as if all such territory had been a part of the City of Leesburg at the time of passage and approval of said laws and ordinances; providing that such annexed territory shall be placed in City Commission District 3; and providing an effective date. (Lake Margaretta Phase 2 ANNX).**

Commissioner Reisman introduced the ordinances 6.b.1, 6.b.2, and 6.b.3 to be read by title only. CC Purvis read the ordinances by title only.

Mayor Berry asked the city attorney to perform the swearing-in. **CA Watson** asked for anyone wishing to speak on Agenda Item 6.B.2 (Lake Margaretta Phase 2) to stand and raise their right hand. He swore them all in.

Mayor Berry requested comments from the Commission and the audience.

Planning and Zoning Director (PZD) Dan Miller said this is the Lake Margaretta Phase 2 project, which consists of an annexation, a small-scale comprehensive plan, and rezoning to PUD. The site consists of 25 plus or minus acres and is generally located on the south side of County Road 48 and east of number two road. This project is completely contained within the already approved Lake Margaretta project. The request is for a future development that would include 75 single-family dwelling units. Again, it is just integrating into the Lake Margaretta project because these properties were not owned by the applicant at the time the original project came in and when they came up, they decided to buy and expand the project. The future land use application is requesting a change from Lake County Rural Transition to City Estate Residential. The zoning application is requesting a change from Lake County R1, rural residential, to city of Leesburg PUD. There were no substantive comments from the city departments. The school board has reviewed it and said that they will need to obtain a school concurrency reservation and if there is not enough capacity at that time, the project will be subject to a mitigation agreement. Lake County Public Works had no comments, and we received no written responses to the ads and letters. Again, it is 75 single-family units on 25 acres, and no other uses are permitted. There are architectural standards of 35% open space, dark sky lighting, and a code-compliant landscaping plan. Maximum building height is two floors. This is basically an extension of the existing approved PUD. Two point seven acres will have to be in recreational and parkland. There will be one primary park area with three amenities. Again, this will be part of the larger Lake Margaretta project. There will be no wells or septic on the property. It does have the phasing standards that we use for four years, which means if there is no substantial commencement brought about within four years, the property has an automatic reversion to the RE1 zoning standard, which is one acre per unit. The planning commission did vote to approve. Mr. Mike Rankin of Land Planning Group in Tavares, and Mr. Tom Daly of Daly Design Group in Orlando are here. They do have a presentation if the commission would like to see that.

Commissioner Burry said this is three units per acre, and asked what the rest of the project was? **PZD Miller** replied it is 2.98. **Commissioner Burry** said so, it is still within that same framework. **PZD**

Miller answered, "Yes, sir."

Mayor Berry asked if the commission would like to see the presentation. The commission was in agreement that they would wait until the second reading. Mayor Berry then announced that these items would lay over until the March 23rd meeting.

2. **An Ordinance amending the Future Land Use Map of the Comprehensive Plan of the City of Leesburg, changing the Future Land Use Map Designation of certain real property consisting of approximately 25.07 +/- acres; and being generally located south of CR 48, east of Number Two Road, and west of Trimpi Road, lying in Section 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta Phase 2 SSCP)**

3. **An Ordinance of the City of Leesburg, Florida, changing the zoning on approximately 25.07 +/- acres from Lake County R-1 (Rural Residential) to City of Leesburg PUD (Planned Unit Development) to allow for 75 single-family homes, for a property generally located south of CR 48, east of Number Two Road, and west of Trimpi Road, lying in Section 20, Township 20 South, Range 25 East, Lake County, Florida; and providing an effective date. (Lake Margaretta Phase 2 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. None

8. CITY ATTORNEY ITEMS:

CA Watson said very quickly this evening, we had our hearing on the motion to dismiss the shuffleboard lawsuit. Just received the order today. The judge did rule in our favor to dismiss the complaint primarily based on their failure to attach the lease agreement they alleged existed. They have 20 days from today to refile, so, we will see what happens from there. Then we would have 10 days to file a response to whatever they file. Right now, we are waiting to see sometime between now and the next 20 days whatever gets filed and then go from there.

9. CITY MANAGER ITEMS:

CM Minner said he had one item and was looking to get some direction from the commission. At the last

meeting you all dealt with the airport lease that was transferred, Aerostat. So, the Aerostat lease was originally issued to Mr. Puckett, who has since passed, but it was transferable, which is now owned and operated by Ms. Cochran. You had discussion about this lease at the last meeting and, unfortunately, the lease at that time had fallen into a state where it was not in compliance with the lease terms. However, the commission really could not take any action on that because both parties had issues they needed to cure. The city's cure issue was that we had not notified the lessee that she was in default of the lease by harboring subtenants that did not have our approval. Staff recommended to you last meeting that before you did anything, we had to cure our end. We have now cured our end. Ms. Cochran, through the city attorney, has received formal notice that she was in default and that she needed to cure the default situation by I believe it was Friday last week, which I believe was the 6th. As of this time frame, Ms. Cochran is still in default. Having said that, he wanted to point out a couple of things. He will vouch for Ms. Cochran, who thinks she has taken efforts to remedy the situation, but technically she is still in default because the airplane parts still remain on her property. And, even if the airplane is removed, technically she can still be held in default of the lease because she has been notified of a problem and the lease stipulates that she has to be compliant. She was not. Therefore, direction from the commission is needed as to how to proceed, because we cannot unilaterally act on this without direction. He thinks there are three avenues to move forward. He wanted to explain those avenues, and then seek direction on which way the commission would allow staff to go. He believes that today, the city attorney submitted to Ms. Cochran formal notice that she is in default and that we will move to take back the asset and terminate the lease. That does have a little bit of a process. So, in the interim, he believes there are three options available to the city commission. Option A is move forward with the default, as Grant has submitted notice. If you do that, the city would then take the asset, the lease would end immediately, and you would own the facility pursuant to the lease. Option B, understanding that Ms. Cochran did take some action to try to remedy the lease, you can determine that she is not in default, even though Grant legally has stipulated that. However, it is still really in your court whether you want to proceed that way. So, if you want to wave the magic wand and not find her in default, which the city attorney thinks she can, then you can wave that wand and offer her the first extension that is in the lease. Then proceed as the lease contemplates. The other Option C, is you could kind of split the baby and find some middle ground. What would that look like? He thinks the city has encumbered a number of bad leases that we dealt with and tenants were able to get the benefits of 30 years of bad leases from the city. He thinks the city has pretty much corrected most of those situations. So how would you split the baby in this case? He would suggest that the way to do that is to divide the value of the asset over a 30-year period and seek a land lease from Ms. Cochran that is more in terms of market space. In so doing, what would happen is Ms. Cochran gets to enjoy the asset that they developed for a remaining 10 years. But you all need to be financially held whole, and he thinks that is done through a ground lease. So how do you get to that number? He would suggest, as he told the airport board months and maybe years ago, you know, cash is king and cash still remains king. So, what the city is out is an asset that is probably worth in the neighborhood of about half a million dollars. That asset is obviously the hanger. How we have done these leases in the past is when we have taken the asset over at the end of lease, we then sell the asset, and we get full value for that cash and then the new lessee would give us a ground lease. So, in this case, to split the baby, the time value of money plus the value of the building, he would say now, over the course of the next 30 years instead of half a million dollars, you go time value of money over 30 years perhaps now that facility is worth \$750,000 and if you divide that number by the square footage, about a dollar a square. So, perhaps you want to consider sunseting the existing lease kind of as a penalty for being in default and enter into a new lease with Ms. Cochran that would be a 10-year lease with most of the terms that are in there. Like at the end of the lease primarily the asset belongs to the city and some of the same stuff you probably want to throw in there that this lease is not transferable. She has a land lease of a dollar, which is \$23,000 a year. So, then she would owe, divide that by 12, and she would owe the city about \$1,500 a month in rent. He has not spoken with Ms. Cochran about these options, so he does not know how she feels about it. She is here this evening. He is asking for direction on how you would like

him to move forward with her. If it is A, we have got some administrative work to terminate the lease. If it is B, then we need to bring forth to you the renewal option. And if it is C, there are some negotiations and some conversations he needs to have with Ms. Cochran. He likes the C option because it reasonably holds the commission whole and gets some value of that property, but it also allows Ms. Cochran to keep her asset. Assuming then that she does sublease out places, he is pretty sure she can cover her lease cost to the city very reasonably, and she still has a marketable facility. He thinks this is really a win-win solution.

Commissioner Pederson said he likes option C. Our goal here when we defaulted on it, we have been consistent with other tenants out there to get the lease to market rate. He likes the 10 years non-transferable. Does not follow the math entirely, but his question is, are we getting the market rate now? **CM Minner** replied honestly, let him double-check his math; it is rough, but he does think he is in the ballpark. He is trying to go the value of the building, times value of money, divided by 30, because typically that would be a 30-year lease. That is how we would deal with that asset, and we are trying to get an annual value over 10 years. That is kind of the split the baby concept. At a dollar a square, he would say that is well over market value for a ground lease, but in this specific case, he thinks it is a reasonable request. **Commissioner Pederson** asked how this compares to other leases we have redone in the last three to five years? **CM Minner** answered it does not, it is out of the box as far as a Performa goes. In the other leases, we came to the end of the term, the deal sunset, and what confuses the matter is when those 30-year deals sunset, the lessees wanted an extension of a 30-year and what the commission did over time was to say no, we are not doing any more bad leases. We created new leases or if we could not create new leases at market value, then we took the asset and sold it. What is different in this case is we have not had a lease that was in default. This one is. So, this is an out-of-the-box concept to strike the lease and form a new one, but trying to get more of a market value for the whole thing. **Commissioner Pederson** agreed and added, this is what we have done with other leases that have expired in the last three to five years. He is fine with C. **CM Minner** said it is similar. He thinks the concept of making sure the airport is held financially whole is the commonality. Just how we get there is different. **Commissioner Burry** would agree with C, but would also want to make sure before we go with C that it gets in compliance with all the things needed. He would not want to go to C without it being in compliance. **Commissioner Reisman** stated he is also fine with C at the dollar a square foot. He does not know what the math equals out to, but that will be on your end. **Mayor Berry** thinks it is fair enough to split and go with option C as well.

Mayor Berry asked Ms. Cochran if she would like to address the commission. **Ms. Cochran** said, unbeknownst to her, she had no clue that she was out of compliance. She found out first from the airport manager, which she immediately tried and did get in compliance with the airport. Then she had no clue that she was out of compliance with the city until the last commission meeting. In that two-week time period, she had five days to have the lessees take their airplanes out of the hangar, the two that were turned down. She did not know that they were out of compliance at the time with the city. She was contacted by Sun Air asking if she had space in her hanger for Mr. Brock. They also gave her an amount that she could charge him, saying that he was willing to pay it. The money did not mean anything at that point. Not to throw anybody under the bus, but he said that the plane needed to get off the tarmac or the space because every time they had a city event out there, the plane had to be moved inside. Mr. Brock has been paying Sun Air for 12 years, and he has had his plane either in a hangar or outside. He has not been with her that long, and all of a sudden, if she does not get him out of the hanger in five days, then she is stuck. He has moved his airplane out, they have taken it all apart, and the only thing left right now on the apron is the fuselage. She spoke with him this morning, and he thought he was going to get the FAA permission to put it on the road and take it out. And he told me that he would probably have that by Wednesday. She never charged Mr. Curry, and she had no clue that he had a problem with the city on a different hanger. She never charged him a single dime for him to work on his plane to get it flyable and get it out of the hangar. He was out last week. She hates it that Lewis has been in this business for 40

years. He built that hanger, and it just tears her apart if he were here to see that he would lose this hanger in Aerostat. He sold or leased other hangars he had at the airport. The one SunAir has now and then the old bunker hanger, that whole section he used to own. But, this one, she just does not know what to say. Mr. Minner had been very nice, and she thanked him for his consideration. The only thing she is waiting for now is the slip to move the fuselage off the apron of the hangar.

Mayor Berry thanked Ms. Cochran for her comments. **Commissioner Reisman** said he is sympathetic to the situation, but this was a corporate lease that was signed, and in section 23 of the lease it does state that all subleases have to be approved by the commission. So, he understands she may not have known, but the corporation was aware of it. He thinks C is a very good compromise on our end. **CM Minner** said that no vote was needed. It seems the general consensus is to work a compromise. He and Tracey will be back in touch with Ms. Cochran. They understand the commission's direction clearly and will report back at the next meeting. **Commissioner Pederson** added that we are being consistent at the airport. We are not just singling out this tenant, the current lease is a dollar a year, and we have to get these up for the benefit of the airport.

10. ROLL CALL:

Commissioner Peterson said he had nothing other than to just embarrass his daughter who was present.

Commissioner Reisman had a couple of things. First, he thanked Chief Mera for his years of dedicated service and congratulated Chief Henry. He also wanted to give thanks to Tracy Dean, our airport manager, for all of her hard work every day. We had the food truck fly-in event over the weekend, and she did a phenomenal job organizing that behind the scenes and our tower. She is a great asset to our city and to our airport. To finish, he said a couple of events coming up are the Special Events' movie night at Pat Thomas on Friday the 20th and then the Red, White, and Blues Barbecue on Saturday the 21st. These will be great events.

Commissioner Connell had no further comments.

Commissioner Burry had nothing.

Mayor Berry had a few items and first wanted to explain her absence on January 26. She was in Tallahassee attending the legislative action days. She serves on the municipal operations committee and provided a highlighted summary of her visit. As you know, property tax is one of the multiple bills that has been filed. The proposal is to reduce or eliminate property taxes which would undermine the primary funding of cities. That would be financing for police, fire, EMS, roads, and more, and no replacement revenue has been identified by the state as yet. That will shift costs or force service cuts at a local level. The next thing was sovereign immunity. That is one of the House bills that was presented and elimination of the local business tax. This removes one of our municipal general revenue tax sources and recreates reoccurring revenue losses for cities. Public meetings was a House bill and in the Senate is a bill on natural disasters. That is just a highlight and lots of conversations. She is sure we will all be hearing, but just continue to read and know the importance of the effect that property tax will have on us not being able to have our basic police, fire, EMS, and services that we all need. Then coming up on February 27, is the Men of Distinction's Gayla, and on March 7 is the Black Heritage festival. So, please make a note of these activities.

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 Commission Reisman and a second by Commissioner Burry, the meeting adjourned at 6:10 p.m.