



AGENDA

City Commission Meeting

6:00 PM – Thursday, November 02, 2023 – City Hall

INVOCATION: ELDER ELIJAH PERRY, CHURCH OF GOD BY FAITH

PLEDGE OF ALLEGIANCE: VICE MAYOR EMILY LEE

CALL TO ORDER

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

1. **AGENDA UPDATE**

2. **APPROVAL OF MINUTES**

- 2.1** Approval of Minutes:
October 12, 2023 - Special Commission Meeting
October 19, 2023 - Regular Commission Meeting

3. **PRESENTATIONS**

- 3.1** Organizational and Event Support Grant to LifeStream Open Door

4. **AUDIENCE TO BE HEARD**

5. **CONSENT AGENDA**

- 5.1** Resolution Number 23-94: Approval of Purchase for Police Vehicles in excessive of \$50,000

6. **ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS**

- 6.1** Resolution Number 23-95: Consideration of Site Plan with Waivers for Tommy's Express Carwash, Located at 15923 and 15939 US Highway 441 (Alternate Key Numbers 2534826 and 3801121).

- 6.2** Resolution Number 23-100: Commercial Lease Agreement with W.I.N.1 Ministries, Inc. for 301 W. Ward Ave.

6.3 **FIRST READING**

Ordinance Numbers 23-27, 23-28, and 23-29: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS with ALTERNATE KEYS 1212685, 3948085, 3948086, 3948087, 3948088, and 3948089

Ordinance Number 23-27: Voluntary Annexation
Ordinance Number 23-28: Comprehensive Plan Amendment
Ordinance Number 23-29: Design District Assignment

6.4 FIRST READING

Ordinance Number 23-28: Comprehensive Plan Amendment for Parcels with Alternate Keys 1212685, 3948085, 3948086, 3948087, 3948088, And 3948089

Ordinance Number 23-27 – Voluntary Annexation

Ordinance Number 23-28 – Comprehensive Plan Amendment

Ordinance Number 23-29 – Design District Assignment

6.5 FIRST READING

Ordinance Number 23-29: Design District Assignment for Recently Annexed Parcels with Alternate Keys 1212685, 3948085, 3948086, 3948087, 3948088, and 3948089

Ordinance Number 23-27 – Voluntary Annexation

Ordinance Number 23-28 – Comprehensive Plan Amendment

Ordinance Number 23-29 – Design District Assignment

7. OTHER BUSINESS

8. FUTURE AGENDA ITEMS AND COMMENTS

8.1 City Commission

8.2 City Manager

8.3 City Attorney

8.4 Mayor

9. ADJOURNMENT

This Agenda is provided to the Commission only as a guide, and in no way limits their consideration to the items contained hereon. The Commission has the sole right to determine those items they will discuss, consider, act upon, or fail to act upon. Changes or amendments to this Agenda may occur at any time prior to, or during the scheduled meeting. It is recommended that if you have an interest in the meeting, you make every attempt to attend the meeting. This Agenda is provided only as a courtesy, and such provision in no way infers or conveys that the Agenda appearing here is, or will be the Agenda considered at the meeting.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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 (Florida Statutes, 286.0105). In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the City Clerk 48 hours prior to any meeting so arrangements can be made. Telephone (352) 483-5430 for assistance.

“Any invocation that may be offered before the official start of the Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Commission and the public. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Commission, and the Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.”



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: Christine Halloran, City Clerk

DATE: October 19, 2023

RE: Approval of Minutes

Introduction:

This item is for consideration of the minutes of the October 12, 2023 City Commission Meeting.

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Mary Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Special Meeting

6:00 PM – Thursday, October 12, 2023 – City Hall

CALL TO ORDER: 6:00 P.M.

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

PRESENT: Commissioner Willie Hawkins, Vice Mayor Emily Lee, Commissioner Gary Ashcraft, Commissioner Nan Cobb and Mayor Michael Holland

1. RESOLUTION

1.1 Resolution Number 23-98: Settlement of Pending Litigation Concerning Sharps Mobile Home Park

Sasha Garcia, City Attorney, announced Resolution Number 23-98: A Resolution of the City Commission of the City of Eustis, Lake County, Florida; approving a compliance and settlement agreement between the City of Eustis and 44 Sharps Circle, LLC; and establishing an effective date.

Attorney Garcia explained 44 Sharps Circle, LLC had presented a settlement agreement to the City for consideration which was reviewed by the City Commission during a "shade" meeting. She stated the City Commission submitted a counterproposal to 44 Sharps Circle which has been accepted. She indicated that, since the proposal was accepted, Sharps has begun to start resolving some of the issues in the agreement in order to show progress. She commented on the lack of oversight which resulted in a number of residents coming to the Commission regarding living conditions at the park. She stated the Commission took action and authorized her, as City Attorney, to foreclose on some of the liens that had not been resolved by the park. She indicated that as a result a number of changes have been made at the park and some of the residents have spoken in support of those changes. She stated the purpose of the meeting is for consideration of the resolution approving the agreement. She noted Sharp's did request to speak to the Commission; therefore, staff wanted to have a forum to allow the residents and Mr. Rodriguez and his counsel, representing Sharp's Circle, to speak to the Commission only regarding the agreement. She emphasized that each speaker would be limited to three minutes. She opened the floor to public comment at 6:03 p.m.

Linda Libbey, former resident of the park, indicated she had not been able to see the agreement prior to the meeting and emphasized her lack of ability to speak without knowing the contents.

Ms. Garcia explained the agreement was available to the public and had been published on the City's website and indicated Ms. Libbey could be provided a copy.

Ms. Libbey commented on her experiences in the park during the three years she lived there and cited specific issues particularly with the wastewater infrastructure, lack of management and actions of the new property owner.

Joellen Mitchell, former resident, commented on issues with the wastewater infrastructure and the possibility of the City releasing the liens. She made comments regarding the lack of compliance, issues not being corrected, the possibility of the manager paying off people in exchange for the releases and the increases in lot rents.

Commissioner Hawkins stated that Ms. Mitchell's comments regarding payoffs were unclear for with Police Chief Craig Capri and other Commissioners emphasizing that the speakers need to keep it civil.

Attorney Garcia explained the four liens involved in the agreement are as follows: 1) Two involve mobile homes that had tenants but that are no longer occupied; 2) A power pole for improper electrical work and 3) the roadways. She emphasized those are the only items being discussed as part of the agreement. She stated that any future code enforcement issues or those currently pending are not included. She stated the park owner has agreed to the following: 1) Repave all of the roadways on the northern parcel; 2) Take care of certain areas where there are concrete roadways with safety concerns; and 3) They will be paying fines in the amount of \$105,000. She added that the park is aware of the sewer and other issues and know they have to rectify that. She emphasized those are the only issues under consideration.

Commissioner Cobb emphasized that if it is not handled per the agreement then it will all be null and void and will revert back to the original.

Attorney Garcia stated that the City will be monitoring their progress. She explained they will provide the name of the contractor so the City can insure it is a licensed contractor, they will have 180 days to complete and are required to provide monthly reports. She emphasized the City will be actively monitoring the project in order to insure the safety of the residents. She added that rent increases have nothing to do with the City. She indicated that would be handled by DBPR, the regulatory agency for mobile home parks.

Tom Carrino, City Manager, announced that staff was making copies of the draft agreement for the audience.

Donna Manning indicated she lived in two different mobile homes in the park and commented on various health issues she attributed to living in filth and mold. She stated they evicted her three days after she returned home from the hospital with sepsis and averred that they were selling mobile homes that cannot be titled in Florida. She commented on issues she had with rats infesting her home.

Daniel DiVenanzo, owner of property adjacent to Sharps Park, commented on issues he has experienced with encroachment by Sharp's Park onto his property. He stated he had informed Mr. Rodriguez prior to them buying Sharp's Mobile Home Park that there were existing encroachment issues. He cited various issues that could be resolved and the circumstances that occurred when he previously attempted to purchase the park.

Attorney Garcia stated that it is her understanding that the park is no longer renting the mobile homes owned by the park. She also indicated that the encroachment issues are not part of the agreement.

Jet Firm thanked the Commission's for their efforts in getting improvements done in the park. He expressed support for the owner establishing a beautification committee. He emphasized the need for anyone contemplating buying in the park conduct their due diligence before they buy. He contemplated on the need for the City and owner to continue to work together to improve the park.

Amy Baker spoke about issues in the past and expressed support for the recent changes. She stated the issues with her home have been resolved and indicated that Hansel Rodriguez paid out of his own pocket to fix the issues in her home. She noted that Mr. Rodriguez and his district manager are there every day and addressing issues.

Eileen Fontaine noted that she came before the Commission previously and asked for help. She thanked the Commission for their help and emphasized they are getting results. She stated they have addressed the lack of good management and indicated that Mr. Rodriguez is communicating with the residents. She expressed appreciation to both the Commission and Mr. Rodriguez.

Steven Gubler commented positively on the park and its management and support for the agreement.

Jack Ramey expressed concern regarding the water in the park. He indicated that code enforcement had the water tested but he never received the results. He commented on the threat of a lawsuit needed to get the park management to take action. He expressed support for the City doing something to punish the management for their lack of action and the possibility of setting a precedent. He encouraged the City to look at the infrastructure.

Juan Aguayo commented on how poorly the management has treated the residents and cited specific issues in his home. He indicated he still has not received the title to his home and noted the threat for him to be evicted.

Attorney Garcia closed public comment at 6:42 p.m.

Hansel Rodriguez, representing 44 Sharps Circle LLC, commented on issues he had with hiring personnel. He indicated he hired a new Community Manager and a new District Manager. He discussed the progress they have made on the issues. He cited the lack of maintenance under the previous owner. He stated they had 54 violations and they resolved 53 of them. He explained that if they had to pay all of the fines, they would not have the funds to construct the new roads. He commented on their negotiations with the City and other issues they need to address. He cited their efforts to be ahead of the settlement agreement and referred to their frequent communications with the City.

Mr. Rodriguez responded to comments about discrimination and emphasized there have been no FHA violations that he is aware of. He stated the violations cited were under the former managers that have been let go. He commented on the uniqueness of the business of a mobile home park and noted that the homes are owned by the residents. He discussed how they will be held to the agreement and will be required to meet the stipulations. He thanked the Commission for working with them.

Commissioner Ashcraft asked why it required the City getting involved for them to address the concerns with Mr. Rodriguez responding that initially he was very involved in the company's efforts to buy other properties. He noted they have hired a larger staff and cited their turnover. He commented on various issues he experienced during the process including problems with communications and changes with legal representation.

Attorney Garcia explained that only 34 of the violations occurred while 44 Sharps Circle owned the property. She also cited a problem with misinformation being provided to the public creating a negative environment regarding the Commission's intent.

Commissioner Ashcraft asked what steps they are taking to make sure the situation does not recur.

Mr. Rodriguez responded they have brand new managers, who are also present and who are communicating daily regarding any problems. He stated they have a daily call regarding the park. He added that the City reducing the fines is allowing them to put all of the money into repairing the roads. He commented on recent issues regarding an infrastructure problem that did not result in a code enforcement violation due to them resolving the issue.

Commissioner Ashcraft commented on the safety issues for the residents.

Commissioner Hawkins questioned how long the company has owned the mobile home park with Mr. Rodriguez responding since February 2019. He confirmed that Mr. Rodriguez had not met the Commissioners nor had he ever written a check to any of the Commissioners. He then asked how many times Mr. Rodriguez had visited the park following the purchase.

Mr. Rodriguez indicated he was on site frequently during the first 30 days after which they hired a manager to handle the park. He explained everything they were doing at that time.

Commissioner Hawkins confirmed there were a number of vacancies at the time of purchase. He also confirmed that Mrs. Sharp had informed them that some of the units needed to be condemned. He questioned whether or not Mr. Rodriguez should have been on site more often due to the condition of the units.

Mr. Rodriguez disagreed with the number of units that needed to be condemned stating that most of those needed rehab rather than condemned. He noted that they now have 98 units occupied so they have done a lot of work. He estimated that the cost of rehab was \$15,000 per unit not including infrastructure repairs.

Commissioner Hawkins questioned how often Mr. Rodriguez intends to be onsite with Mr. Rodriguez responding that, once everything is complete, he will probably be onsite once every six months. He added that the managers will be onsite daily.

Commissioner Hawkins urged Mr. Rodriguez to listen to the residents regarding the issues and address them including eviction concerns and other issues. He urged Mr. Rodriguez to be a good landlord. He also encouraged him to resolve the issue with Daniel DiVenanzo.

Commissioner Cobb thanked Mr. Rodriguez for attending. She questioned the concern with the lack of the issuance of a title for one of the mobile homes. She commented on the amount of due diligence his company should have done when purchasing a mobile home park from the 1940s. She expressed disappointment in the lack of response by his company and questioned why they bought it. She added that the City cannot force them to make repairs unless it is brought forward through code enforcement. She cited issues with the roadways and infrastructure.

Mr. Rodriguez explained the reason the purchase took so long was because of the residents' concerns regarding the previously proposed development. He explained his company specializes in affordable housing. He indicated that Mrs. Sharp passed away in the interim which complicated the closing. He stated he was passionate about keeping it a mobile home park and commented on the number of parks disappearing.

Commissioner Cobb expressed the need to see a good faith effort by the company and indicated the residents have been neglected. She asked about the water situation with Mr. Rodriguez indicating they are making the repairs section by section. He noted that there is a question as to whether the issue is their's or how the City water feeds into their system. He stated he could not comment on the testing of the water system. He added that they will be considering the best way to address the problem.

Commissioner Cobb asked about an issue with a contractor neglecting to pull a permit with Mr. Rodriguez explaining that they went to dig into a wastewater issue which would have been routine maintenance and discovered that an electric pump needed to be replaced. He stated it was an emergency repair that resulted in a bigger issue than originally thought. He commented on the discussion that was held with Eric Martin after which they realized he needed to pull a permit.

Commissioner Cobb noted she had looked up the contractor and could not find him on DBPR. She emphasized that they must use licensed contractors.

Discussion was held regarding how the situation arose and the need for the contractors to obtain required permits.

Vice Mayor Lee expressed concern regarding how long it took the company to respond to the issues and what the residents experienced.

Mr. Rodriguez agreed they were late in responding and noted they were receiving the foreclosure notice before he responded. He added that some notices they received may have been intended for a resident. He also explained that a number of notices went to Michigan instead of to him. He emphasized that they have never received this number of violations from any other of their properties.

Vice Mayor Lee emphasized that the issue is not with the City's water with Mr. Rodriguez indicating he would have the local managers dig into that issue.

Commissioner Cobb urged Mr. Rodriguez to contact Mr. Aguayo regarding his title issue.

Commissioner Hawkins addressed the Sharp's Mobile Home Park current residents in the audience. He commented on the residents previously coming to the Commission with their concerns. He then commented on their accusations that the Commission had sold them out. He emphasized that the Commission is not there to hurt its residents but to help them.

Vice Mayor Lee noted that she and Commissioner Cobb had attended an America in Bloom conference and suggested that possibly the company could work with the City on its beautification efforts.

Mayor Holland expressed dismay about the situation. He indicated he would vote for the agreement so that the company has the funds to make the improvements. He noted he could have signed an executive order to shut the park down. He commented on his concerns regarding how the company has addressed the situation. He emphasized that as soon as code enforcement or the residents notifies them that there is an issue, the agreement will be null and void.

Mr. Rodriguez expressed his gratitude to the Commission and stated his promise to improve the park.

Mayor Holland stated they know the City water is good and cited the frequent testing the City is required to do. He emphasized the problem was within the park. He stated they need to make the required improvements and urged them to make it a showplace.

Further discussion was held with a suggestion that the Commission would like to have regular updates from Mr. Rodriguez.

Attorney Garcia recommended that Mr. Rodriguez make sure that their management is familiar with the City's codes and regulations. If there is a question regarding the need for a permit, they should call the City to find out. She noted the situation previously discussed regarding the electric pump, and stated the application has not been properly completed so a determination has not been made regarding whether or not a permit will be granted.

Mr. Carrino thanked the City Commission and staff for all of the time and work put into the property to insure the residents have a safe place to live.

Attorney Garcia informed the residents that if they see Mr. Martin or anyone else from Code Enforcement on site, please don't respond negatively, they are there for their best interest.

Jessica Icerman, attorney representing 44 Sharps Circle, provided a brief review of her background and emphasized she would counsel Mr. Rodriguez regarding the situation. She noted that Mr. Rodriguez has with him a \$25,000 check to make the initial payment under the agreement. She added that she had sent a digitally signed agreement to Ms. Garcia; however, they signed the wrong version. She indicated that they would sign the final version as soon as it is approved by the Commission. She assured the Commission that she would remain involved in the process. She commented on their need to keep the lines of communication open.

Attorney Garcia re-read Resolution Number 23-98 by title.

Motion made by Commissioner Hawkins, Seconded by Commissioner Ashcraft, to approve Resolution Number 23-98. The motion passed on the following vote:

Voting Yea: Commissioner Hawkins, Vice Mayor Lee, Commissioner Ashcraft, Commissioner Cobb, Mayor Holland

2. ADJOURNMENT: 7:33 p.m.

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to www.eustis.org and click on the video for the meeting in question. A DVD of the entire meeting or CD of the entire audio recording of the meeting can be obtained from the office of the City Clerk for a fee.*

CHRISTINE HALLORAN
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



MINUTES

City Commission Meeting

6:00 PM – Thursday, October 19, 2023 – City Hall

Prior to the beginning of the meeting, Mayor Holland asked Fire Chief Mike Swanson to introduce his special guest.

Mike Swanson, Fire Chief, announced that Fire Lieutenant Sean Kelleher was promoted to Deputy Chief as of October 2, 2023. The Commission congratulated Deputy Chief Kelleher on his achievement.

INVOCATION: PASTOR RENEE HILL, W.I.N. 1 MINISTRIES

PLEDGE OF ALLEGIANCE: COMMISSIONER WILLIE HAWKINS

CALL TO ORDER: 6:22 P.M.

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

PRESENT: Commissioner Willie Hawkins, Vice Mayor Emily Lee, Commissioner Gary Ashcraft, Commissioner Nan Cobb and Mayor Michael Holland

1. AGENDA UPDATE: NONE

2. APPROVAL OF MINUTES

2.1 Approval of Minutes

July 25, 2023 City Commission Budget Workshop
September 21, 2023 City Commission Meeting
October 5, 2023 City Commission Meeting

Motion made by Vice Mayor Lee, Seconded by Commissioner Ashcraft, to approve the Minutes as submitted. The motion passed on the following vote:

Voting Yea: Commissioner Hawkins, Vice Mayor Lee, Commissioner Ashcraft, Commissioner Cobb, Mayor Holland

3. PRESENTATIONS

3.1 United Way Montessori School Presentation: Bezos Academy

Vice Mayor Lee introduced Jessica Davis, CEO of United Way of Lake and Sumter. She noted that the Commission had previously received information on the project. She explained that they must find a facility and then the Bezos staff will come and look over the City and determine the appropriateness for their school. She commented on her efforts to improve the educational opportunities within the City. She explained the purpose of the program is designed to address the educational needs of children within an area of the City with a high concentration of low income families. She stated that the only requirement from any interested entity, such as the City, would be to provide a rent-free 4,000 square foot building for 40 students with a ten-year commitment. She cited the possibility of expanding the number of students in the future. She explained the process and asked the Commission to state their support for the project. She provided census information regarding the City's median income and the number of children living below the poverty line. She noted that both of the elementary

schools are Title 1 schools under federal guidelines. She also provided the number of children at each school under the poverty line.

Jessica Davis provided an overview of the purpose of the United Way and its programs. She cited the root causes of poverty, the need for affordable and accessible child care and rising costs in child care and other expenses. She then explained the Bezos Academy stating they offer free, fulltime, year-round tuition and offer late evening hours. She commented on the need for children to have good quality pre-school for educational success. She confirmed that the target age group is three and four-year-olds. She added that, in Eustis, the percentage of three and four-year-olds enrolled in school is only 39%.

Vice Mayor Lee expressed the hope that someone in the community might assist with the building. She commented on the possibility that, if this program can help educate the children, then maybe they can get another partner to help educate the parents such as with getting their GED.

CONSENSUS: It was a consensus of the Commission for Vice Mayor Lee to continue working with United Way on the program.

3.2 Report from Lake Community Action Agency on the Housing Rehabilitation Program

Tim Bridges, LCAA Director of Program Operations, explained the joint program with the City for weatherization of low income homes. He commented on a recent issue with one of the homes. He reported on the progress stating that a total of nine homes were weatherized. He confirmed that they as well as the City Manager and Commissioner Hawkins had conducted after the fact inspections. He provided a report showing the costs for each of the homes improved under the program. He emphasized they also utilize local contractors. He noted they are still looking at some additional weatherization for the Anderson and Woods homes.

Mr. Bridges reported that the City of Leesburg CRA has also initiated a program using \$700,000 for the rehab of 25 homes. He stated in conjunction with Habitat for Humanity they could possibly complete up to \$50,000 per home for that program. He explained that if a property is approved for the City's program and they are currently on their waiting list for the weatherization program, then they pull them off of their waiting list and do all of the improvements for both the City's program and their weatherization program at one time.

Vice Mayor Lee asked about education and classes for the families on how to care for their homes with Mr. Bridges explaining the contractors are educating the clients as the work is done and showing them how to care for the home.

Vice Mayor Lee asked if someone goes back to insure the homes are being cared for correctly with Mr. Bridges responding that all of their homes are inspected by the Department of Commerce on an annual basis.

Vice Mayor Lee asked about the "fee for service" with Mr. Bridges explaining that is the oversight fee paid to a company for overseeing the construction on each home.

Further discussion was held regarding how long it takes to complete each home and what is included in the "fee for service".

Tom Carrino, City Manager, explained that the contract with LCAA stipulates that the City pays LCAA \$1,000 for pre-inspection and paperwork and \$3,000 to manage each project. He indicated there is \$100,000 available in the CRA budget for the project.

Mr. Carrino stated that Mr. Anderson's home needs another \$4,000 in work with Mr. Bridges noting their intent to complete another \$9,000 in weatherization to the home. He then

explained why Mr. Anderson's home needs additional work and how they are utilizing the funding to do roofing which could not be done under the Department of Energy guidelines.

Discussion was held regarding roofing issues and costs.

Mr. Carrino confirmed that the \$7,390 in the report for Mr. Anderson's home was for the roof. He indicated that he had approved reimbursement for that cost. He pointed out that not all of the improvements that will be done to Mr. Anderson's home are reflected in the report. He then commented on issues with Mr. Woods home which resulted in the improvements for his home being put on hold. He indicated they are now asking to do a second phase of improvements for Mr. Woods to do his air conditioning.

Commissioner Ashcraft asked about the two homes that were denied due to structural damage with Mr. Bridges explaining the extensiveness of the issues. He indicated they referred them to the SHIP program as the homes basically need to be rebuilt.

Mr. Anderson commented on the damage to his home and noted that his roof was over 30 years old which results in him not having insurance. He expressed his pleasure in the improvements to his home and his appreciation for the assistance.

CONSENSUS: It was a consensus of the Commission to allow the additional expenditures of the \$4,400 and \$11,000.

Mr. Carrino stated there is approximately \$100,000 remaining in the CRA budget for the program. He indicated that the City had suspended applications for the program to see how much funding would be available. He asked whether or not they should resume accepting applications.

Discussion was held regarding LCAA's waiting list and how they are coordinating the funding between their program and the City's to maximize the assistance to the property owners.

CONSENSUS: It was a consensus of the Commission to re-open the application period and accept five additional qualified applicants.

4. AUDIENCE TO BE HEARD

Gayle Isaac Thomas addressed the Commission regarding various safety issues. She presented copies of a written letter to the Commission and City Clerk. She commented on a shooting on Friday, Oct. 13th near her home. She asked the Commission for the following items: 1) Cameras on light poles; 2) Crosswalks at Bates Ave. and Kensington, Palmetto and Bates Ave. and at Corey Rolle Memorial Field; and 3) Permanent signage to provide traffic calming. She also expressed concern for additional lighting in the East Town area. She acknowledged that more lighting has been implemented. She commented on the lack of sufficient lighting provided by the LED bulbs. She emphasized the need for improved security along Bates Avenue as well as the need for traffic calming to allow people to back out of their driveways onto the road.

Ms. Isaac Thomas then commented on a dip in the road at Bates Avenue and Cardinal as well as on Palmetto off of Getford Road. She cited the number of times the holes have been patched. She added that some of the America in Bloom project needs to be done in the East Town area as well.

5. CONSENT AGENDA

5.1 Resolution Number 23-93: Florida Dept of Transportation (FDOT) Local Funding Agreement for State Road-19 – Ministerial Changes

5.2 Resolution Number 23-96: Axon Renewal of Existing Contract5.3 Resolution Number 23-97: Police Department Replacement Vehicle in excess of \$50,000.005.4 Resolution Number 23-99: Approval of Police Benevolent Association (PBA) Memorandum of Agreement

Motion made by Commissioner Cobb, Seconded by Commissioner Hawkins, to approve the Consent Agenda. The motion passed on the following vote:

Voting Yea: Commissioner Hawkins, Vice Mayor Lee, Commissioner Ashcraft, Commissioner Cobb, Mayor Holland

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 FIRST READING

Ordinance Number 23-25: Comprehensive Plan Land Use Map Amendment - Pelfrey Storage, LLC 2023-CPLUS-07 General Industrial (GI) to General Commercial (GC)

Sasha Garcia, City Attorney, read Ordinance Number 23-25 by title only on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3187(1) F.S.; changing the future land use designation of 1.0 acres of real property located at 115 W. Woodward Avenue (Alternate Key Number 1190231) from General Industrial (GI) to General Commercial (GC).

Jeff Richardson, Deputy Development Services Director, provided an overview of the proposed change to the future land use designation from General Industrial to General Commercial. He explained the existing property is a storage facility. He stated the proposed change would expand the marketability of the site to potential tenants. He added that it may also eliminate some potential conflicting uses that may not be compatible with the Residential Transitional uses immediately to the south. He reviewed staff's analysis of the request and confirmed all required notices were completed. He stated staff's recommendation for approval.

The Commission asked how the change would affect someone on adjoining property that wanted to continue with an industrial use with Mr. Richardson indicating it would not affect the remaining General Industrial uses in that area. He confirmed the remaining space is storage.

The Commission questioned if the owner is renting out spaces for commercial use with Mr. Richardson stating not that is reflected by any business tax receipts.

The Commission asked how much property in Eustis is designated light industrial with Mr. Richardson citing the area off of Atwater and Kurt, the area in question, and most of the property along the railroad. He estimated the total acreage as approximately 38 acres. If approved, the change would reduce the industrial use area by 1.2 acres.

Mr. Carrino explained that the only potential impact to neighboring properties would be if a use goes in that has a distance requirement from other uses. As an example, he noted that retail alcohol establishments have to be a certain distance from churches and schools. He added that the City's code exempts schools or churches located in multi-tenant buildings from the distance requirement.

Discussion was held regarding whether or not the use is a school and how that is determined.

Attorney Garcia opened the public hearing at 7:29 p.m.

George Asbate stated there are multiple buildings within the General Commercial. He commented on possible conflicts that could arise. He added that it would constitute spot zoning which is frowned upon.

Mr. Carrino agreed that, while it would not be illegal, it is not best practice.

Mr. Asbate stated that Press Forward has informed the property owner they will not be going back in there as they do not have funding at this time. He indicated they have identified a possible alternate facility for them as they need 8,000 to 9,000 square feet. He expressed concern that the City would be setting a precedent. He noted there are existing adjoining properties with outside storage that would become noncompliant.

There being no further public comment, the hearing was closed at 7:33 p.m.

Following the motion and second, discussion was held regarding the amount of light industrial acreage within the City with Mr. Carrino indicating the subject property is not designated light industrial but General Industrial which could be heavy industrial.

Concern was expressed regarding the lack of information available for the Commission to make a decision on and the lack of industrial property within the City.

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee, to approve Ordinance Number 23-25 on first reading. The motion failed on the following vote:

Voting Nay: Commissioner Hawkins, Vice Mayor Lee, Commissioner Ashcraft, Commissioner Cobb, Mayor Holland

6.2 FIRST READING

Ordinance Number 23-26: Comprehensive Plan Land Use Map Amendment 2023CPLUS-06 Trask Construction Co. Change of Future Land Use Map from General Industrial (GI) to General Commercial (GC) For Property at 510 Morin Street (Alternate Key Number 1190207)

Attorney Garcia read Ordinance Number 23-26 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3187(1) F.S.; changing the future land use designation of 0.2 acres of real property located at 510 Morin Street (Alternate Key Number 1190207) from General Industrial (GI) to General Commercial (GC).

Mr. Richardson provided an overview of the proposed change in future land use designation from General Industrial to General Commercial. He indicated the request was made by Sarah Pelfry on behalf of Trask Construction. He reviewed staff's analysis of the request. He indicated the area already has a mix of uses and stated the change would expand the marketability for future tenants. He confirmed the required legal notices were completed and stated staff's recommendation for approval.

Attorney Garcia opened the public hearing at 7:40 p.m. There being no public comment, the hearing was closed at 7:40 p.m.

Mayor Holland explained that to just let the ordinance die would allow for it to be brought back. He advised that it would be better to actually vote on the ordinance so that it is not brought back.

Motion made by Commissioner Cobb, Seconded by Commissioner Hawkins, to approve Ordinance Number 23-26 on first reading. The motion failed on the following vote:

7. OTHER BUSINESS

7.1 W.I.N. 1 Ministries Interest in Leasing the Eustis Service Center

Mr. Carrino presented a request from W.I.N. 1 Ministries to lease the Service Center at 301 West Ward Avenue. He reviewed the rental revenue for the facility and stated the facility is approximately 8,700 sq.ft. and includes the City employee gym.

Mr. Carrino explained that the original request was for them to purchase the building with an appraisal in July showing an estimated value of \$960,000. He indicated that was cost prohibitive for W.I.N. 1; therefore, they are now requesting to lease the building for \$4,000 per month. He stated that, while that is less than market value, it would be more than the current rental revenue the City receives for the building which would be net positive for the City.

Mr. Carrino stated the City employee gym could remain as it has external access so it would not be disruptive. He proposed a two year lease to allow them to build momentum and still allow the City to have flexibility. He also proposed that the parking would be theirs to use but it would remain public. He indicated the City would continue to maintain the parking lot with WIN 1 maintaining the landscaping. He cited a number of their programs and activities within the City and noted they also oversee the Police Department's chaplain program.

Pastors Renee Hill and Benny Hill provided an overview of their church's programs and activities and stated their desire to relocate back to the City of Eustis. She provided statistics regarding their food distribution program and cited their annual Thanksgiving dinner open to City employees and all City residents. She reviewed their future plans for opening a school and enumerated a number of their ministries.

Pastor Benny Hill emphasized their desire to be part of the city and to see the city grow and progress.

The following individuals expressed support for the ministry, appreciation to the City and spoke about how the ministry has assisted them: 1) Markques Menefee; 2) Kimberly Garry; and 3) Dr. Cenchrea Rose Lindo.

Gayle Isaac Thomas noted that the elections have been held at the Service Center and questioned whether they would still be there. She expressed support for the ministry moving back to Eustis.

Mayor Holland explained the plan is for it to stay there and the City would ask W.I.N. 1 to work with the Supervisor of Elections.

The Commission asked about insurance with Mr. Carrino indicating the City would continue to carry insurance on the building but would most likely require the ministry to carry its own liability insurance.

CONSENSUS: It was a consensus of the Commission for staff to proceed with developing a lease and bringing it back to the Commission for approval.

8. FUTURE AGENDA ITEMS AND COMMENTS

8.1 City Commission

Commissioner Hawkins reminded everyone about the upcoming Panther Pride in the Park and noted that approximately 250 people have already purchased tickets.

Commissioner Ashcraft complimented the HR staff on the employee health fair.

Commissioner Cobb reported the Northshore cleanup was cancelled for November 4th and would be rescheduled toward the first of the year. She asked about the new awnings for City Hall.

Mr. Carrino responded that the new awnings have been received and would be installed in the near future.

Commissioner Cobb asked about the coverings for the bleachers at Corey Rolle Field with Mr. Carrino stating that staff met with Coach Johnny Saunders that day regarding his needs for the field.

Craig Dolan, Parks and Recreation Director, explained they are still looking at the bleachers and size for the shade structures.

Commissioner Hawkins cited bleachers at the high school's old softball field and indicated he would contact the school about getting them.

Commissioner Cobb reminded everyone about the Westmutter Dog Show. She expressed concern about the recent increase in snipe signs and the need to contact people to let them know they are not allowed. She then reported she met with Nancy Dodd from Duke Energy regarding additional lighting for the East Town area. She explained that the issue is funding but that is being worked on. She also noted that area will be part of America in Bloom. She indicated that Sharp's Park will be responsible for their own beautification.

Vice Mayor Lee asked about the progress on the Cemetery with Mayor Holland indicating they are waiting for Rick Gierok to return from leave. It was noted he would return the second week in November. Vice Mayor Lee thanked the Commission for listening to the United Way presentation and expressed support for their program.

8.2 Mayor

Mayor Holland expressed condolences to Commissioner Cobb on the loss of her mother. He commented on progress within the City and how the City is trying to move forward. He asked that everyone keep the people of Israel in their prayers. He commented on a trip he took to Ormond Beach and cited the facility they have for their sports programs. He recommended that the City look at other cities' facilities. He also commented on looking for grants to improve the City's facilities.

8.3 City Manager

Mr. Carrino reported on issues the City is having with its Facebook account. He indicated staff is trying to work with Facebook/Meta tech support on the problem. He then reported that staff is doing traffic counts on Lakeview and would be analyzing the data and sending it out. Other locations being counted include Estes Road, the Oaks at Summer Glen and Grand Island Reserve.

8.4 City Attorney - None

9. ADJOURNMENT: 8:15 P.M.

Item 2.1

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to www.eustis.org and click on the video for the meeting in question. A DVD of the entire meeting or CD of the entire audio recording of the meeting can be obtained from the office of the City Clerk for a fee.*

CHRISTINE HALLORAN
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION
FROM: TOM CARRINO, CITY MANAGER
DATE: NOVEMBER 2, 2023
RE: ORGANIZATIONAL AND EVENT SUPPORT GRANT TO LIFESTREAM
OPEN DOOR IN EUSTIS.

Introduction

The purpose of this presentation is to reimburse LifeStream (Open Door) for a previously awarded grant from the City of Eustis in the amount of \$4,250.

Recommended Action

Staff is requesting authorization to reimburse LifeStream for previously approved grant expenses.

Background

The City Commission approved Organizational and Event Grants, including \$4,250 for LifeStream, on March 6, 2023. The organization has completed the requirements of the grant, and they have presented the city with receipts for grant related expenses.

The invoices have been reviewed and matched to the spreadsheet provided. The total offered for expenditures was \$6,287.50. All expenses were incurred during the Fiscal Year 2022-23.

Exhibit A – LifeStream. Receipts are being given out under separate cover.

Prepared By: Mike Sheppard, Finance Director



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: November 2, 2023

SUBJECT: RESOLUTION NUMBER 23-94: APPROVAL OF PURCHASE IN EXCESS OF \$50,000 FOR POLICE VEHICLES

Introduction:

Resolution Number 23-94 approves a purchase in excess of \$50,000 for the Police Department to purchase and equip five police vehicles in accordance with the approved Fiscal Year 2023/24 Capital Budget allocation of \$315,000.00.

Recommended Action:

The administration recommends approval of Resolution Number 23-94.

Background:

The approved FY 2023/24 Capital Budget includes an allocation of \$315,000.00 for the purchase of police vehicles to maintain a cost efficient, safe, and reliable fleet.

In order to determine the fleet replacement needs, the department conducted a detailed evaluation and inspection of its fleet of police pursuit and non-police pursuit vehicles, with the assistance of the city's fleet maintenance staff. The criteria used in determining the continued serviceability of each vehicle included the following:

- Function of the vehicle, i.e. police pursuit versus non-police pursuit (administrative)
- Age of the vehicle
- Life-to-date miles/hours
- Maintenance and repair history
- Overall condition and safety
- Projected repair costs versus the salvage value of the vehicle

The Department, by means of competitive bid contract pricing in accordance with City purchasing policies and procedures shall purchase two Ford Explorer hybrid police responder marked patrol vehicles and one K-9 patrol vehicle for assignment to the patrol division and two unmarked administrative police vehicles.

Due to recent increases in commodities; we as a government agency have had to look at ways to be efficient. Vehicle production and work force have both struggled to regain a normal pace due to the setbacks of the COVID-19 Pandemic. Vehicles are selling at a premium price and the availability is extremely limited even to government entities. We have decided to purchase hybrid Patrol Explorers due to savings in fuel costs and resale values in the future. The Eustis Police Department has purchased Hybrid vehicles in the past and have credible fuel reduction costs.

The Ford Interceptor Utility vehicle is determined to be the best suited over-all choice for new vehicle marked patrol unit purchases for FY2023/24. The Ford Interceptor offers cost efficiency, competitive gas mileage, higher resale value, greater interior room, and a longer operational life span. In addition, the Ford Interceptor Utility positions the driver higher, offering greater visibility and increased crash safety features.

Budget/ Staff Impact:

The FY 2023/24 Capital Budget includes \$315,000.00 of Sales Tax Revenue for the purchase of police vehicles. This estimated purchase cost of \$315,000 will not exceed the budget allocation.

Reviewed By:

Chief Craig A. Capri, Chief of Police

Prepared By:

Captain Kenneth Toler, Administrative Services Commander

RESOLUTION NUMBER 23-94

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR THE POLICE DEPARTMENT TO PURCHASE AND EQUIP FIVE POLICE VEHICLES UTILIZING THE SALES TAX REVENUE FUNDS ALLOCATED IN THE POLICE DEPARTMENT'S APPROVED FISCAL YEAR 2023/2024 BUDGET.

WHEREAS, the City of Eustis Police Department's approved Fiscal Year 2023/24 Budget includes \$315,000.00 in Sales Tax Revenue Funds to purchase and equip five police vehicles consisting of five 2023 Ford Explorer Interceptors, patrol vehicles.

WHEREAS, the Police Department has determined the need to purchase and equip five police vehicles at an estimated cost of \$315,000; and

WHEREAS, the City Purchasing Policies require that the City Commission approve any purchase in excess of \$50,000;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida that the City of Eustis Police Department is hereby authorized to purchase and equip five new police vehicles at a combined estimated cost of \$315,000.00 utilizing Sales Tax Revenue Funds allocated in the Police Department's approved FY 2023/24 Budget.

DONE AND RESOLVED, this 2nd day of November 2023, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

**CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA**

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 2nd day of November 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial No:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for the use and reliance of the City Commission of the City of Eustis, Florida.

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-94 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: November 2, 2023

RE: Resolution Number 23-95: Consideration of Site Plan with Waivers for Tommy's Express Carwash, Located at 15923 and 15939 US Highway 441 (Alternate Key Numbers 2534826 and 3801121).

Introduction:

Resolution Number 23-95 approves a Site Plan with waivers to allow a Tommy's Express Carwash to be constructed on approximately 1.29 acres located at the northwest corner of the intersection of US Highway 441 and Kurt Street.

Background:

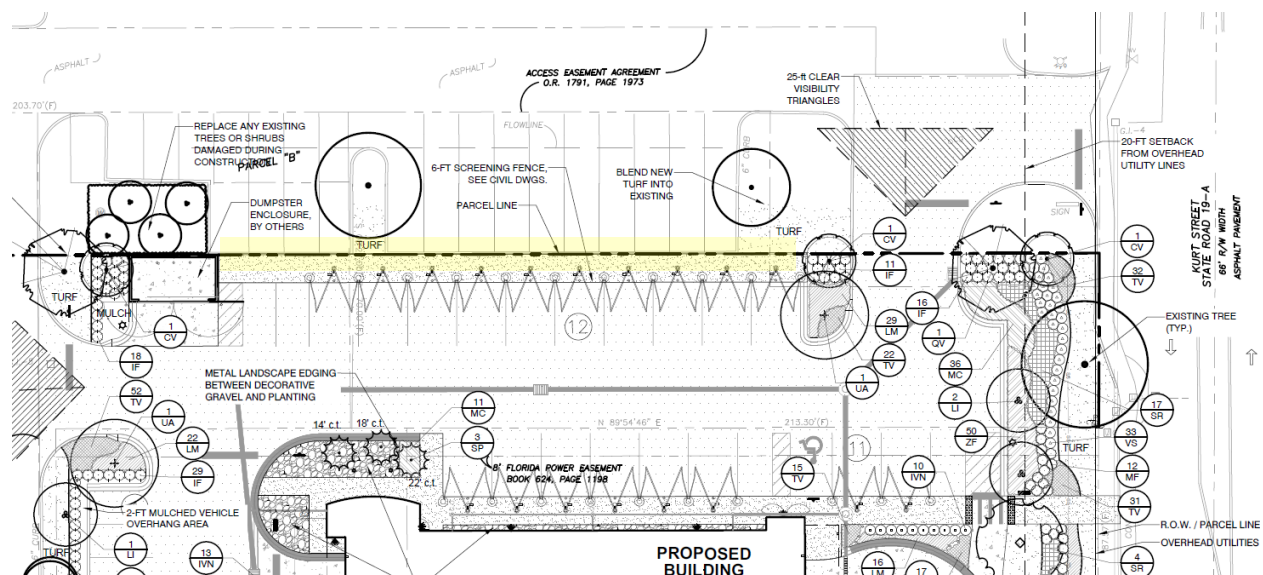
The Tommy's Express Carwash Site Plan (2023-SP-04) was originally submitted for Development Review on April 24, 2023. The first Development Review Committee meeting was held on May 23, 2023. A second meeting after revisions was held on June 23, 2023, and a final meeting with DRC was held on August 28, 2023, where final comments were presented to the applicant's consultants. Those final Preliminary Site Plan comments were addressed in an October 2, 2023 submittal.

All DRC reviewers are satisfied that minimum Preliminary Site Plan comments have been addressed. Further review of this Site Plan will occur during the Final Engineering and Construction Plan phase of the review process.

During the initial stages of review, there were two main issues that were noted, thus requiring the applicant to request the following waivers:

- a) The front landscaping buffer along US Highway 441 has a "pinch point" due to the design of the on-site traffic circulation and building placement. This would necessitate a waiver to Section 115-9.3.2(a)(2) Landscape buffer requirements along streets, which requires a 15 to 24-foot landscape buffer along street frontages.
 1. The applicant is proposing enhanced planting materials along the US Highway 441 frontage in lieu of allowing them to utilize a minimum buffer width of between 5 and 10 feet at the US Highway 441 and Kurt Street intersection.

- b) The need for security between the sites, the need for vacuum stalls on the Tommy's Express site, and the need for oversized spaces on the storage facility to the north of this property necessitate the applicant requesting a waiver to Section 115-9.3.2(a)(3) Suburban adjacencies for nonresidential parcels. This would normally require a minimum of a 10-foot landscape buffer between the commercial parcels. The site design as proposed by the applicant's consultant does not leave room for a full planted buffer.
1. The applicant's consultant is requesting a waiver of this section to allow for a 6-foot PVC fence to replace required landscaping buffers between the adjacent developed commercial property to the north.



Evaluating the applicant's request Staff is of the opinion that the requested waivers are reasonable for the following reasons.

1. The request for the waiver to Section 115-9.3.2(a)(2) is reasonable and valid due to the site conditions and design constraints. The intersection of US Highway 441 and Kurt Street, in relation to this site, is below the existing grade of the site, therefore, the sight-line from the roadway to the development on the parcel is elevated. The reduction in buffer width and the enhancement of plant materials will not detract from the intent of the section, with the intent being to provide screening and visual enhancement of the commercial frontage.
2. The request for a waiver to Section 115-9.3.2(a)(3) is reasonable and valid due to the existing site conditions of the two properties. Currently, there is little to no screening between the properties. The addition of a rear landscape buffer between the two parking/staging areas will not necessarily enhance the visual appeal or security of the area along the property line between the vacuum pumps of the carwash and the vehicle. The applicant's proposed 6-foot vinyl fence will provide an adequate visual and noise barrier between the properties without detracting from usable areas for both commercial properties.

Recommended Action:

Development Services recommends approval of the Preliminary Site Plan for Tommy's Express Carwash with the requested waivers to Section 115-9.3.2(a)(2) and Section 115-9.3.2(a)(3) of the City of Eustis Land Development Regulations.

Policy Implications:

None

Alternatives:

Approve Resolution Number 23-95
Deny Resolution Number 23-95

Budget/Staff Impact:

None

Prepared By:

Jeff Richardson, AICP, Deputy Director, Development Services

Reviewed By:

Mike Lane, AICP, Director, Development Services

RESOLUTION NUMBER 23-95

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A SITE PLAN WITH WAIVER (TO SECTION 115-9.3.2(a)(2) LANDSCAPE BUFFER REQUIREMENTS ALONG STREETS AND TO SECTION 115-9.3.2(a)(3) SUBURBAN ADJACENCIES FOR NONRESIDENTIAL PARCELS) FOR A COMMERCIAL CARWASH ON APPROXIMATELY 1.29 ACRES LOCATED ON THE NORTHWEST CORNER OF US HIGHWAY 441 AND KURT STREET (ALTERNATE KEY NUMBERS 2534826 AND 3801121) - 15923 AND 15939 US HIGHWAY 441.

WHEREAS, Zachary Komminos of Bowman Consulting Group, LLC. has made an application, on behalf of the property owner, Sunscape Farms, LLC and Developer Tommy's Express Holdings for a Site Plan approval to permit a commercial carwash, on approximately 1.29 acres located on the northwest corner of the intersection of US Highway 441 and Kurt Street, more particularly described as:

Alternate Key Numbers: 2534826 and 3801121

Parcel Identification Numbers: 22-19-26-0401-000-00401 and 22-19-26-0401-000-00400

EUSTIS, LAKE SAUNDERS SUB W 100 FT OF LOT 4 LYING N OF HWY 441 PB 4 PG 30 ORB 5961 PG 1165

and

EUSTIS, LAKE SAUNDERS SUB LOT 4 N OF HWY 441--LESS R/W FOR HWYS 441 & 19, 19-A AND LESS W 100 FT--PB 4 PG 30 ORB 5961 PG 1165

WHEREAS, the property described above has a Land Use Designation of General Commercial (GC) and a Design District Designation of Suburban Corridor; and

WHEREAS, commercial carwash is a permitted use in the General Commercial (GC) land use designation; and

WHEREAS, the proposed site plan as submitted is generally consistent with the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the proposed waivers to the Land Development Regulations meet the general intent of the regulations; do not jeopardize the health, safety, or welfare of the public; and include appropriate mitigation; and

**NOW, THEREFORE, BE IT RESOLVED BY THE EUSTIS CITY COMMISSION
AS FOLLOWS:**

SECTION 1.

That the Site Plan for a commercial carwash, and attached hereto as Exhibit A is hereby approved with the following waivers:

1. Waiver to Section 115-9.3.2(a)(2) Landscape buffer requirements along streets
 - i. Allowing for a buffer width of less than 15 feet within the first 50 feet along US Highway 441 side of the intersection of US Highway 441 and Kurt Street. Provided planting materials are enhanced either in size or number.
2. Waiver to Section 115-9.3.2(a)(3) suburban adjacencies for nonresidential parcels.
 - i. Allowing for a 6-foot PVC fence to replace required landscaping buffers between the adjacent developed commercial property to the north.

SECTION 2.

That the Site Plan Approval shall be subject to the owner/developer complying with the following conditions:

- a. Obtaining Final Construction and Engineering Plan approval within one year, and developing the property in accordance with the approved Site Plan as referenced in Section 1 and attached hereto as Exhibit A.
- b. Obtaining and providing copies of all applicable permits from other jurisdictional agencies.
- c. Meeting applicable concurrency requirements prior to approval of a final development order.

Section 3.

That should any section, phrase, sentence, provision, or portion of this Resolution be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Resolution as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 4.

That this Resolution shall become effective upon filing.

DONE AND RESOLVED this 2nd day of November, 2023, in regular session of the City Commission of the City of Eustis, Florida.

**CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA**

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 2nd day of November 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial No:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for the use and reliance of the Eustis City Commission.

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-95 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Melbourne Office
4450 W. Eau Gallie Blvd., Suite 144
Melbourne, Florida 32934
(321) 255-5434 Fax (321) 255-7751
www.bowmanconsulting.com

April 28, 2023

City of Eustis
4 N. Grove Street
Eustis, FL 32726
352-483-5460

RE: Waiver/Variance Request Letter: Tommy's Express Car Wash – 15939 US Highway 441, Eustis, FL, 32726

To whom it may concern,

Please consider this as our formal variance request for the Landscape buffers on the North and South side of the proposed development site area.

We are requesting a waiver from the minimum required 15 ft north and south landscape buffer according to City of Eustis, Land development code, sec. 115-9.3.2. (a) (2) because the site has been laid out in such a way for the following hardships and constraints:

1. The adjacent property on the north side is a self-storage which requires 40 feet parking stall width for the trucks which leaves with no room for buffer clearance the proposed property line.
2. On the south side of the property, the large depth of the site from the US Hwy 441 right of way due to continuous improvements of the highway makes it difficult to provide the landscape buffer.

The above constraints of the nature of the site leaves with us less developable area and the landscape buffer aspect makes it even lesser for the proposed development.

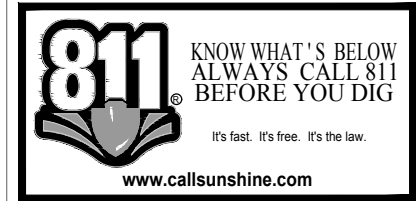
Despite these above hardships with an intent to meet the code requirements {sec. 115-9.3.2. (a) (1)} we have provided more than 10 ft wide landscape areas on three sides of the property. Therefore, please provide us with the waiver/variance for this proposed development.

If you should have any questions or require additional information, please do not hesitate to contact me at our Melbourne office at (321) 255-5434. Thank you.

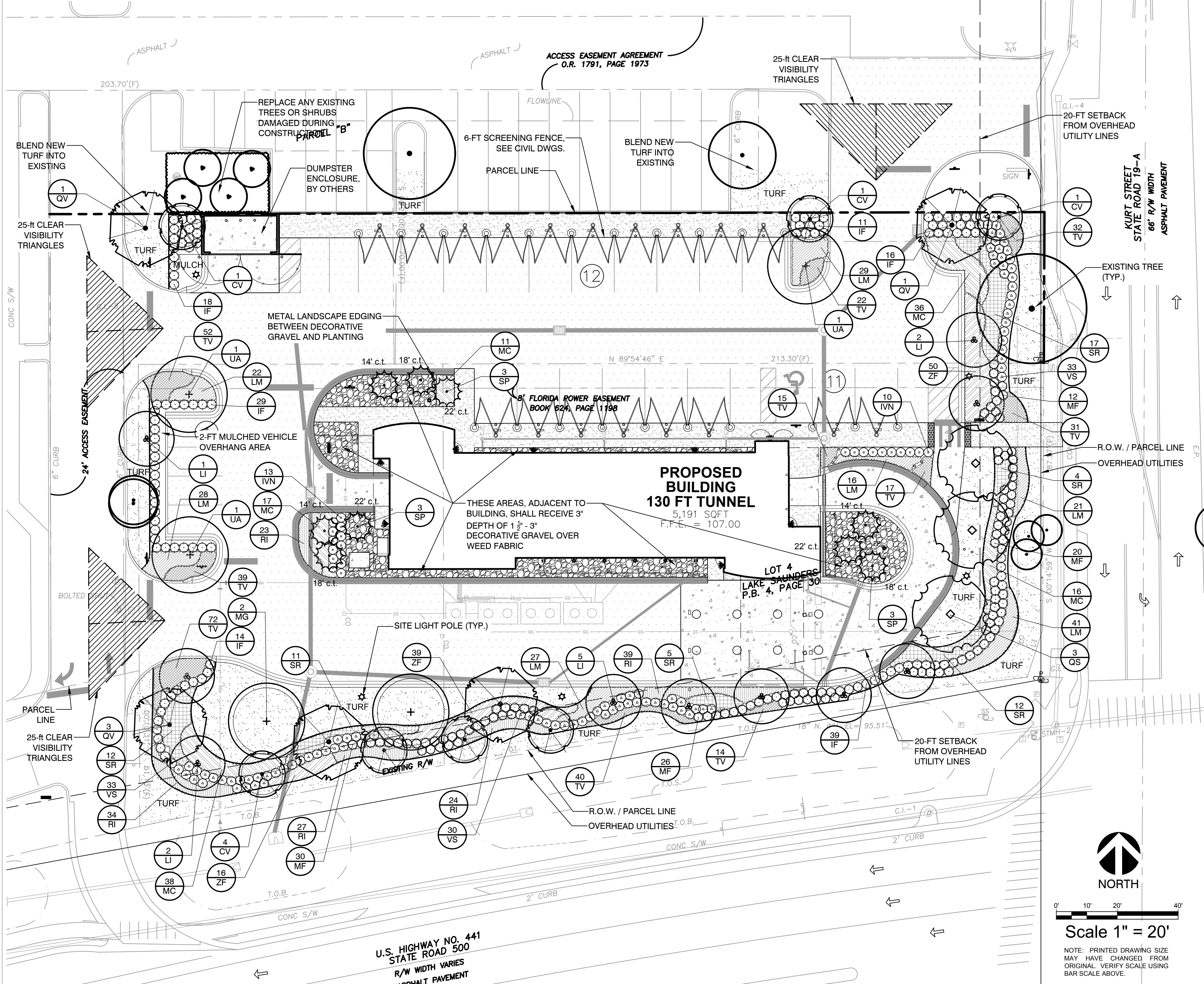
Sincerely,

Zachary Komninos
Project Engineer, P.E
Bowman
zkomninos@bowman.com

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, IS AN INSTRUMENT OF SERVICE, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BOWMAN CONSULTING SHALL BE WITHOUT LIABILITY TO BOWMAN CONSULTING.



CAD file name: /Users/kennbates/EDG Dropbox/EDG - Shored/2023/Tommys Car Wash/Tommys Car Wash - Eustis FL/TOW Eustis-pitg.dwg 6/14/2023



IRRIGATION CONCEPT

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL OPERATE ON THE LOWEST QUALITY WATER AVAILABLE, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF ANY POTABLE SOURCE, IF APPLICABLE.
3. ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SODDED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

MULCHES

AFTER ALL PLANTING IS COMPLETED, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF SHREDDED HARDWOOD MULCH OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS, EXCEPT FOR ANNUAL BEDS. CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED, EXCEPT FOR ANNUAL BEDS.

NO CYPRESS MULCH SHALL BE USED.

PLANTING ISLAND PREPARATION

AT TIME OF PARKING LOT CONSTRUCTION AND PLANTER INSTALLATION, ALL PLANTER ISLANDS SHALL BE EXCAVATED TO THE FULL WIDTH OF THE PARKING PLANTER ISLAND AND THROUGH THE FULL DEPTH OF COMPACTED SUBGRADE TO REMOVE ALL COMPACTED MATERIAL, ALL LIMEROCK OR OTHER MATERIAL DELETERIOUS TO PLANT HEALTH, AND BACKFILLED WITH CLEAN PLANTING FILL.

GENERAL PLANTING NOTES

1. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN), BEFORE STARTING WORK. THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN $\pm 0.1'$ OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
2. CONSTRUCT AND MAINTAIN FINISH GRADES IN LANDSCAPE AREAS AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER. ENSURE THAT THE GRADE IN SHRUB AREAS SHALL BE 2" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS, AND 1" BELOW FINISH GRADE IN SOD AREAS AFTER INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
4. INSTALL MULCH TOP DRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING BEDS AND TREE RINGS. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE.
5. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
6. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES. PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
7. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VA PROPER CHANNELS).
8. PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
9. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, WEEDING, RESODDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
10. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - A. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - B. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - C. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPLICABLE LANDSCAPING AND/OR IRRIGATION INSTALLATION PERMITS WHERE REQUIRED BY HILLSBOROUGH COUNTY, FLORIDA.
12. PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR GRADE #1 OR BETTER AS DESCRIBED IN THE CURRENT EDITION OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS 1 AND II."
13. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

PLANTING LEGEND

SYMBOL	BOTANIC NAME	COMMON NAME	MIN. SIZE	SPACING	QUANTITY	NATIVE	DROUGHT TOLERANT
TREES							
CV	Chionanthus virginicus	White Fringe Tree	15 gal., 7' ht., 1 1/2" cal. min., MT	per plan	7	YES	YES
LI	Lagerstroemia indica 'Tuskegee'	Dark Pink Crape Myrtle	15 gal., 7' ht., 1 1/2" cal. min., MT	per plan	10	NO	YES
MG	Magnolia grandiflora	Southern Magnolia	30 gal., 12' ht., 2" DBH min.	per plan	2	YES	YES
OS	Quercus shumardii	Shumard Oak	30 gal., 12' ht., 2" DBH min.	per plan	3	YES	YES
QV	Quercus virginiana	Live Oak	30 gal., 12' ht., 2" DBH min.	per plan	5	YES	YES
UA	Ulmus americana	American Elm	30 gal., 12' ht., 2" DBH min.	per plan	3	YES	YES

NOTES:

1. ALL TREES SHALL BE CONTAINER-GROWN, CONTAINER SIZE AS APPROPRIATE FOR THE SIZE SPECIFIED. SEE SPECIFICATIONS FOR PROPER ROOT QUALITY.
2. WHERE SPECIFIED, DBH TREE SIZE SHALL BE MEASURED AT 4'-6" ABOVE THE GROUND. TREES INSTALLED AS A PART OF THIS WORK NOT MEETING THE SPECIFIED SIZE AT 4'-6" HEIGHT (DBH), SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
3. PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR GRADE #1 OR BETTER AS GIVEN IN THE LATEST EDITION OF "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II," FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

PALMS

SP	Sabal palmetto	Cabbage Palm	See Plan for c.t. height	per plan	9	YES	YES
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SHRUBS / HEDGES / GROUNDCOVERS / ORNAMENTAL GRASSES

IF	Illicium floridanum	Florida Anise	3 gal., 24" ht. min., Full	36" o.c.	127	YES	YES
IVN	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	3 gal., 14"-16" ht. min., Full	36" o.c.	23	YES	YES
LM	Liriope muscari 'Evergreen Giant'	Liriope	1 gal., 8-10 pips/pot, 15" ht. min.	24" o.c.	184	NO	YES
MC	Muhlenbergia capillaris	Muhly Grass	1 gal., 12" ht.	30" o.c.	118	YES	YES
MF	Myricanthes fragrans 'Compacta'	Dwarf Simpson's Stopper	3 gal., 24" ht. min., Full	36" o.c.	88	YES	YES
RI	Raphiolepis indica	Indian Hawthorn	3 gal., 12" ht. min., Full	24" o.c.	147	NO	YES
SR	Serenoa repens	Saw Palmetto	16"-18" ht. x 14"-16" sprd. min.	48" o.c.	61	YES	YES
TV	Tulbaghia violacea	Society Garlic	1 gal., 12" ht.	18" o.c.	334	NO	YES
VS	Viburnum suspensum	Sandankwa Viburnum	3 gal., 24" ht. min., Full	36" o.c.	96	NO	YES
ZF	Zamia floridana	Coontie	12" ht. min.	30" o.c.	105	YES	YES

TURF

	Paspalum notatum	Argentine Bahiagrass	Solid Sod	---	---	---	---
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EXISTING TREE TO REMAIN - SEE TD SERIES SHEETS FOR ADDITIONAL INFORMATION.

LANDSCAPE CALCULATIONS

JURISDICTION: CITY OF EUSTIS
ZONING: CO - GENERAL COMMERCIAL
OVERALL LOT/PARCEL AREA: 56,095 SF / 1.29 AC
BUILDING GFA: 5,266 SF
VEHICULAR USE AREA (VUA): 29,255 SF
NO. OF PARKING SPACES: 25 SPACES

VEHICULAR USE AREA LANDSCAPE
TREES REQUIRED IN PARKING AREAS: 3 TREES (1 PER 10 SPACES)
TREES PROVIDED IN PARKING AREAS: 3 NEW TREES

LANDSCAPE AREA REQUIRED: 2,926 SF (10% OF VUA)
LANDSCAPE AREA PROVIDED: 2,947 SF (10.1% OF VUA)

BUILDING OPEN AREA LANDSCAPE
TREES REQUIRED: 8 TREES (1 PER 50 LF OF PERIMETER; 396 LF)
TREES PROVIDED: 9 PALM TREES

LANDSCAPE AREA REQUIRED: 1,980 SF (PERIMETER X 5' MIN. DEPTH)
LANDSCAPE AREA PROVIDED: 2,056 SF
SHRUBS & GROUNDCOVERS REQUIRED: 594 SF (30% OF REQUIRED LSA)
SHRUBS & GROUNDCOVERS PROVIDED: 595 SF

PERIMETER BUFFER LANDSCAPE ALONG STREETS
FRONTAGE - EAST & SOUTH (453 LF): 15'-24" WIDTH BUFFER
TREES REQUIRED: 9 CANOPY TREES (2 / 100 LF) & 14 UNDERSTORY (3 / 100 LF)
TREES PROVIDED: 1 EXISTING CANOPY TREE + 8 NEW CANOPY TREES & 3 EXISTING PALM TREES + 11 NEW UNDERSTORY TREES
CONTINUOUS 24" HT. REQUIRED & PROVIDED

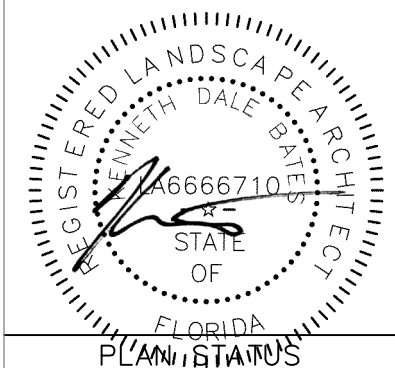
SIDE - WEST (113 LF): 10' WIDTH BUFFER (WHERE NO PAVING)
TREES REQUIRED: 2 CANOPY TREES (2 / 100 LF) & 3 UNDERSTORY (3 / 100 LF)
TREES PROVIDED: 2 EXISTING CANOPY TREES & 3 NEW UNDERSTORY TREES
SHRUBS REQUIRED: 37 SHRUBS (33 / 100 LF)
SHRUBS PROVIDED: 39 SHRUBS

SIDE - NORTH (81 LF): 10' WIDTH BUFFER (WHERE NO PAVING)
TREES REQUIRED: 2 CANOPY TREES (2 / 100 LF) & 3 UNDERSTORY (3 / 100 LF)
TREES PROVIDED: 2 CANOPY TREES & 3 UNDERSTORY TREES
SHRUBS REQUIRED: 27 SHRUBS (33 / 100 LF)
SHRUBS PROVIDED: 31 SHRUBS



DATE	DESCRIPTION
KB	KB
DESIGN	DRAWN
SCALE	AS SHOWN
JOB No	011305-01-001
DATE	
SHEET	LP-1

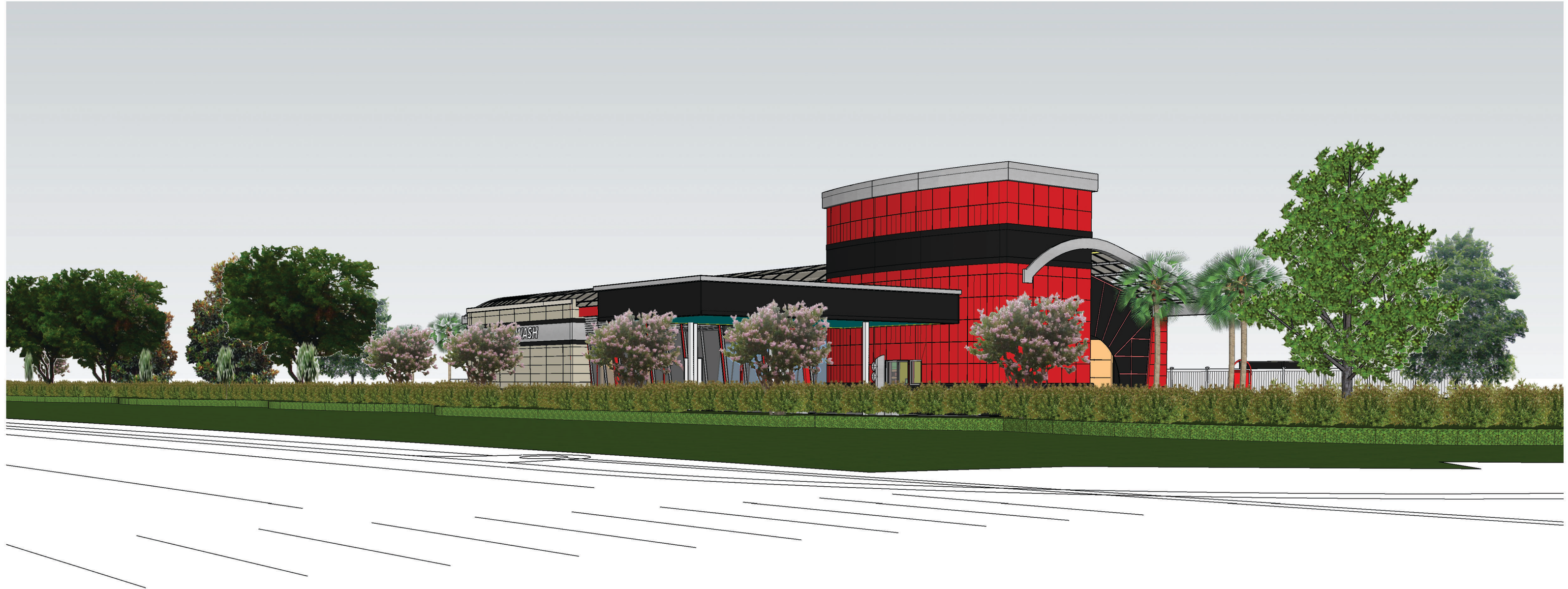
LANDSCAPE PLANTING PLAN
TOMMY'S EXPRESS CAR WASH
15939 US HIGHWAY 441
EUSTIS, FLORIDA, 32726
CITY OF EUSTIS
LAKE COUNTY



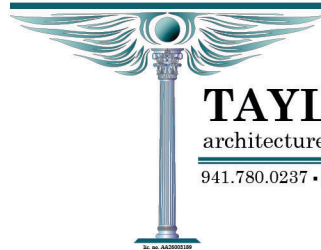
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KB	KB
DESIGN	DRAWN
SCALE	AS SHOWN
JOB No	011305-01-001
DATE	
SHEET	LP-1

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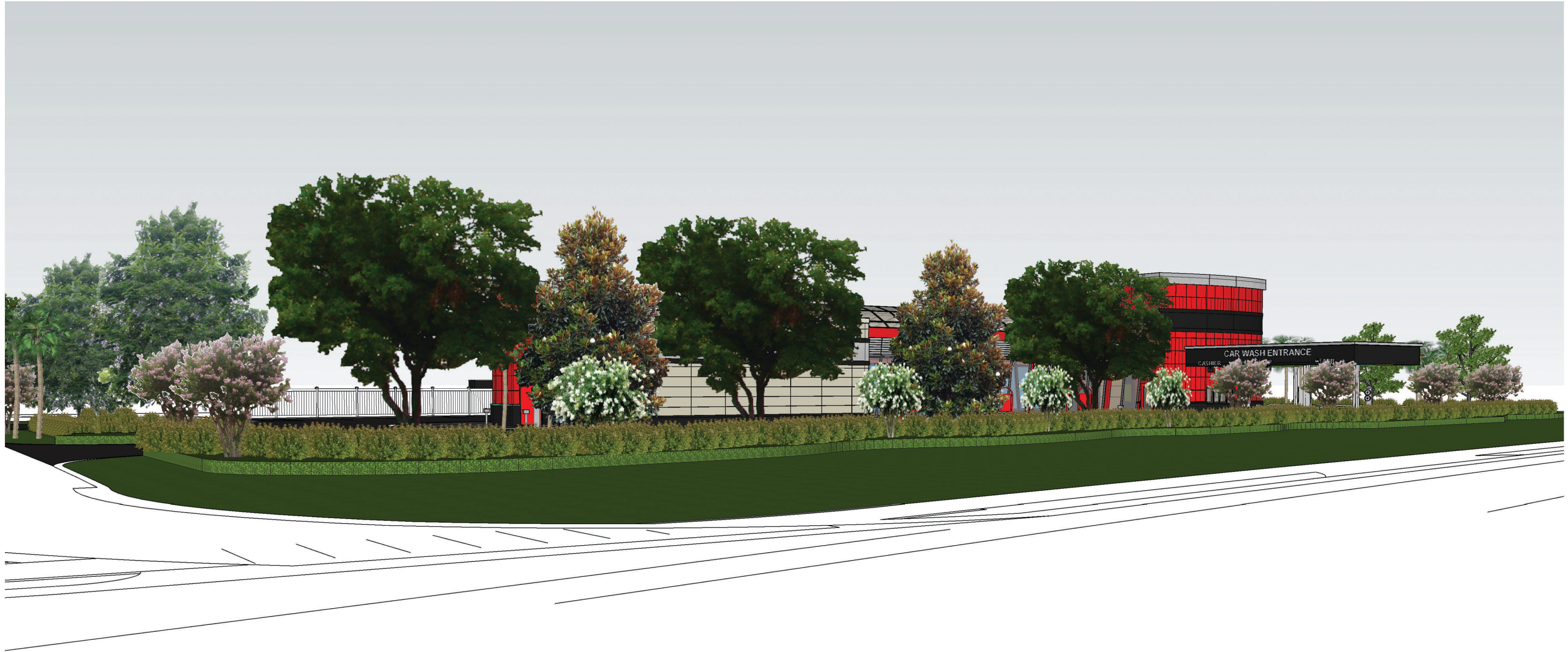


TAYLOR STUDIOS, INC.
architecture • arts • interiors • sustainability
941.780.0237 • info@taylorstudios.biz

Tommy's Car Wash Systems
Exterior Rendering
View from US 441 and Kurt St.

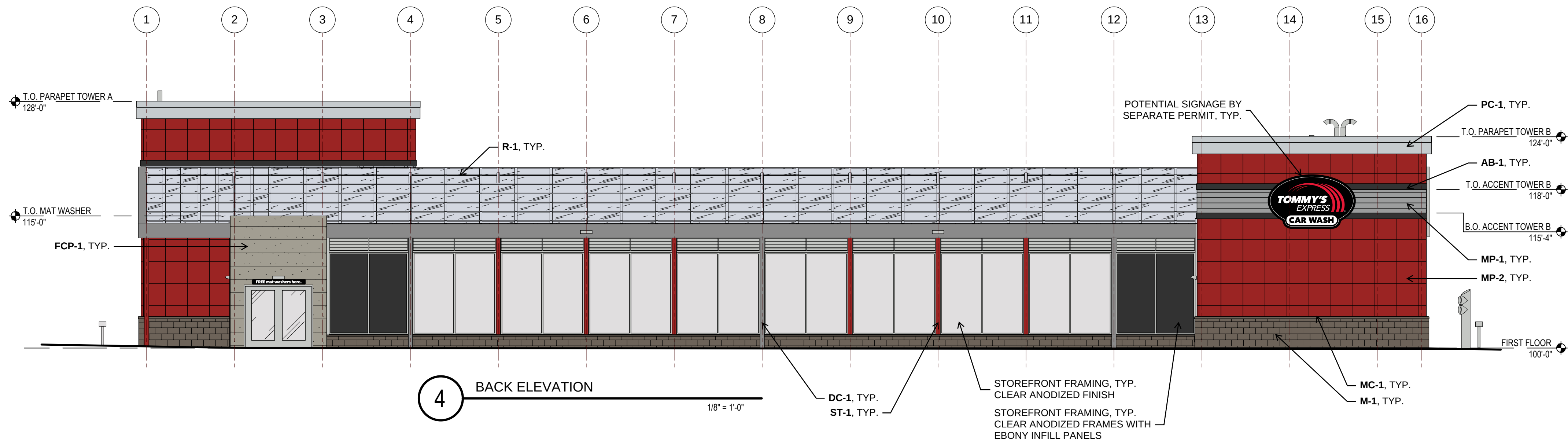
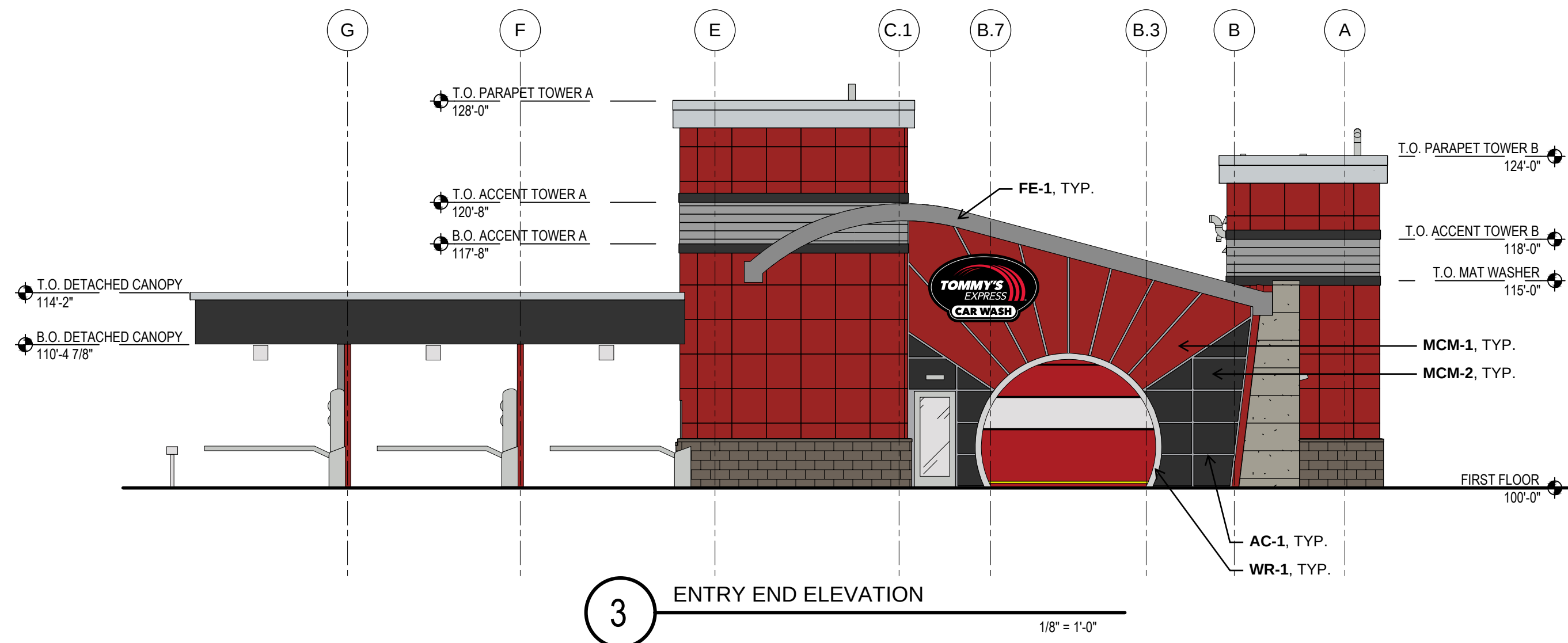
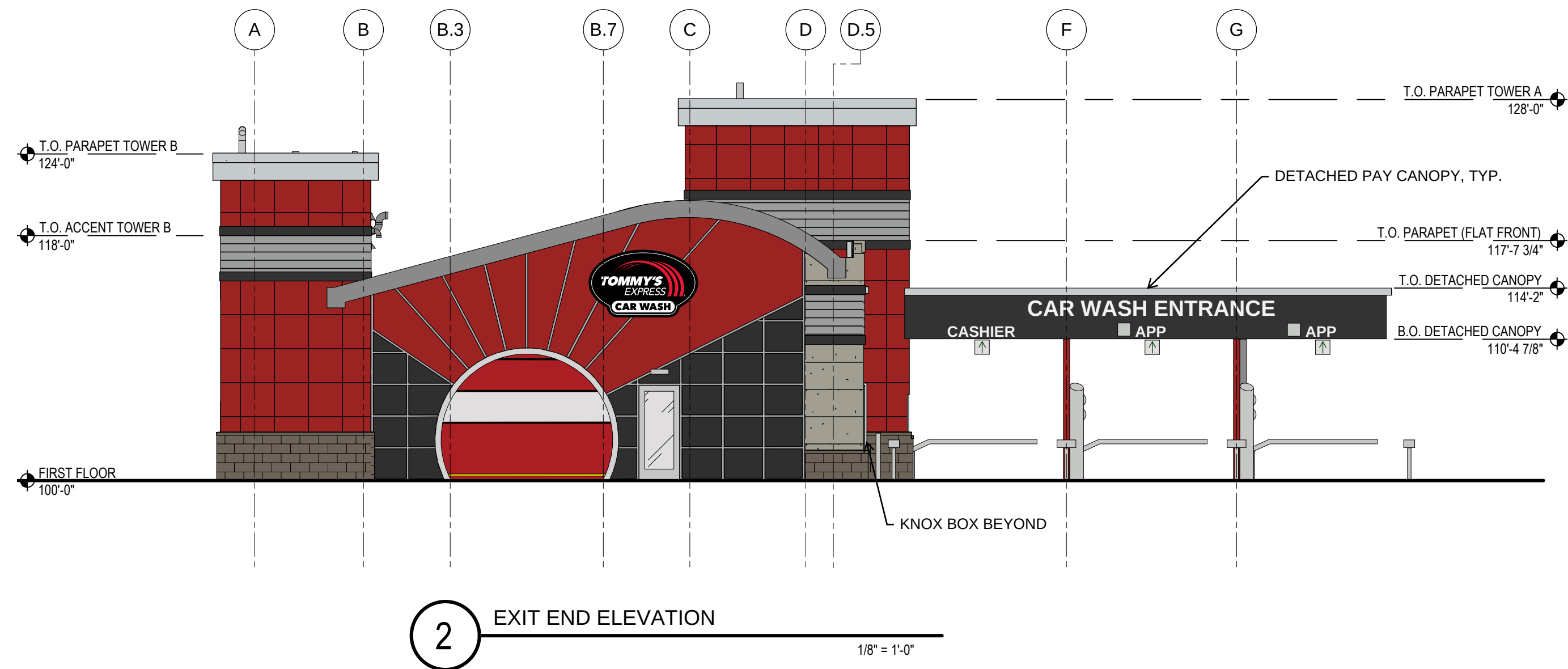
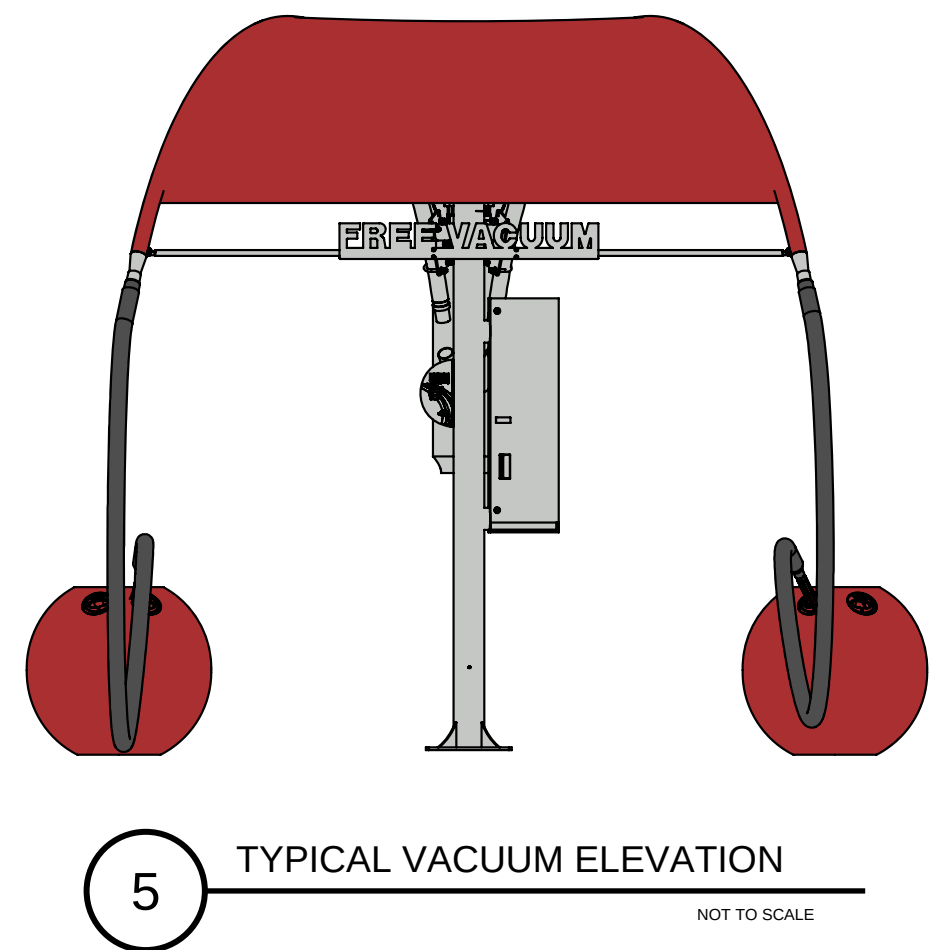
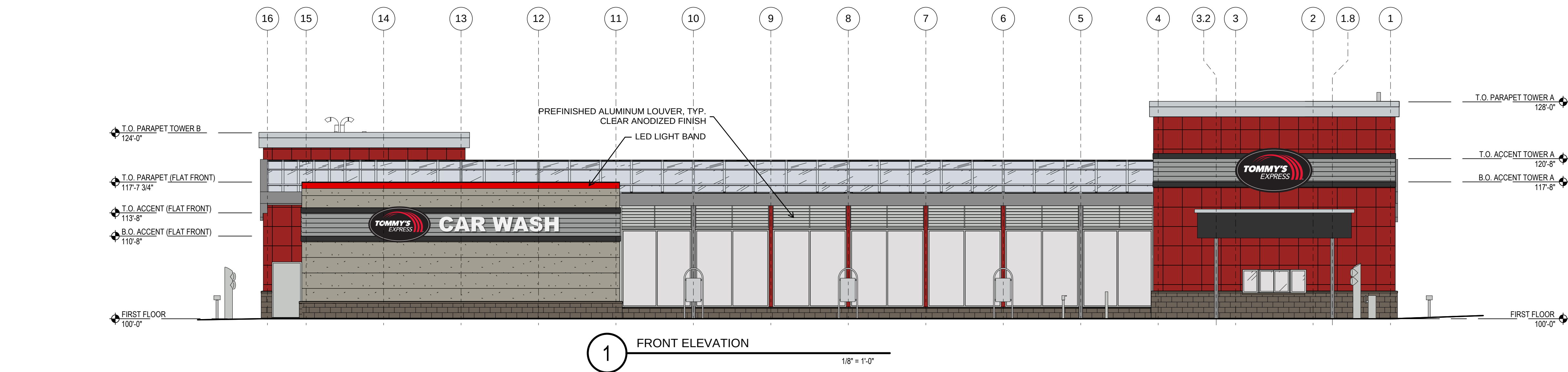


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Bowman

TAG	MATERIAL	MFR.	DESCRIPTION	MFR. COLOR
ST-1	STRUCTURAL STEEL	PROSPANT	5-STAGE POWDER COATED	RAL 3001
MP-1	PREFINISHED PROFILED MCM, TOWER BANDING	ATAS	BELVEDERE 7.2" RIB PANEL	SILVERSMITH
MP-2	PREFINISHED MCM, MAIN TOWER FINISH	DRI-DESIGN	EN-V 30" X 30" PANEL	RAL 3001
M-1	CMU BLOCK	CONSUMERS	4" SPLIT FACE VENEER	ASH (MORTAR COLOR TO MATCH)
MC-1	PRECAST STONE		MASONRY CAP	TO MATCH M-1
FCP-1	FIBER CEMENT PANEL	NICHIHA	AWP1818 - ARCH. BLOCK, MODERN SERIES	GRAY
AB-1	PREFINISHED MCM, TOWER BANDING	ATAS	FLAT SHEET AND COIL	BLACK
PC-1	PREFINISHED MCM, TOWER FASCIA	ARCONIC	REYNOBOND COMPOSITE PANEL	BRIGHT SILVER METALLIC
MCM-1	PREFINISHED MCM, END WALLS	CITADEL	SINOCORE	RAL 3001
MCM-2	PREFINISHED MCM, END WALLS	CITADEL	SINOCORE	EBONY
AC-1	PREFINISHED MCM, END WALL REVEALS	TUBELITE	200 SERIES CURTAINWALL	CLEAR ANODIZED
DC-1	PREFINISHED MCM, DOWNSPOUT COVERS	ALPOLIC	4MM PE CORE	TBX METALLIC SILVER
WR-1	PREFINISHED MCM, GARAGE DOOR WRAPS	CITADEL	ENVELOPE 2000 SYSTEM	CLEAR SATIN ANODIZED
FE-1	PREFINISHED MCM, ROOF FASCIA	ALPOLIC	4MM PE CORE	TBX METALLIC SILVER
R-1	ACRYLIC ROOF SYSTEM	ACRYLITE	HEATSTOP HIGH IMPACT MULTI-SKIN	WZO11 - COOL BLUE WHITE



NOT FOR CONSTRUCTION
FOR REFERENCE ONLY

REVISION SCHEDULE		TOMMY'S EXPRESS CAR WASH EXTERIOR ELEVATIONS	
VERSION	DATE	DESCRIPTION	
		P0000 CITY, STATE	
		A200	
		09/01/2022	
		1/8" = 1'-0"	



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: NOVEMBER 2, 2023

RE: RESOLUTION NUMBER 23-100: COMMERCIAL LEASE AGREEMENT
WITH W.I.N. 1 MINISTRIES, INC. FOR 301 WEST WARD AVENUE

Introduction:

Resolution Number 23-100 authorizes the City Manager to execute a Commercial Lease Agreement with W.I.N. 1 Ministries, Inc. for 301 West Ward Street.

Recommendation:

Staff recommends approval of Resolution Number 23-100.

Background:

The Eustis Service Center is currently a City rental facility managed by the Recreation Department. The building was built in 1984 and is approximately 8,700 sf. In addition to the rental facilities, the building is also home to the City employee fitness center. As of September 11, 2023, the building had generated approximately \$18,800 in rental revenue and \$33,000 in program revenue for FY 22-23, resulting in 273 days of use.

W.I.N. 1 Ministries had previously expressed an interest in purchasing the property, and the City of Eustis conducted an appraisal in July 2023. The estimated value in the appraisal was \$960,000, however, that value was cost prohibitive for W.I.N. 1 Ministries and discussions turned to a possible lease.

On October 19, the Eustis City Commission had a discussion on renting the building to W.I.N. 1 Ministries. At that meeting, the Commission directed staff to prepare a draft lease for consideration.

There are several items of note in the draft lease. The two-year lease will begin on January 1, 2024 and run through December 31, 2025. W.I.N. 1 Ministries will pay \$4,000 per month, or \$48,000 per year to lease the space. While the adjacent parking will be available to W.I.N. 1 Ministries, it will remain public. As a result, the parking will be maintained by the City, though landscape maintenance will be the responsibility of W.I.N. 1 Ministries. The employee fitness center, which has direct

access from the exterior of the building, will remain accessible to City employees. Additionally, while the lease does prohibit lease assignment or subletting without written approval from the City, the lease does allow for room and special event rentals.

Alternatives:

1. Approve Resolution Number 23-100, authorizing the City Manager to execute the proposed lease agreement with W.I.N. 1 Ministries, Inc.
2. Deny Resolution Number 23-100.
3. Modify the proposed lease agreement understanding that W.I.N. 1 Ministries would have to agree to the modifications.

Community Input:

There will be an opportunity for community input when Eustis City Commission considers this item.

Budget and Staffing Impact:

While the building generated approximately \$33,000 in programming over the last year, some or all of that programming could potentially occur at other City locations. The City would lose approximately \$18,800 per year in rental revenue, however, that is more than made up for with \$48,000 in lease revenue. The total lease revenue over two years will be \$96,000.

Prepared by:

Tom Carrino, City Manager

Attachments:

Resolution Number 23-100 with Attached Proposed Commercial Lease

RESOLUTION NUMBER 23-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH W.I.N. 1 MINISTRIES, INC. FOR CITY-OWNED PROPERTY AT 301 WEST WARD AVENUE.

WHEREAS, the City of Eustis, Florida owns the building located at 301 West Ward Avenue; and

WHEREAS, W.I.N. 1 Ministries, Inc., a Florida non-profit corporation, has requested that the Eustis City Commission enter into a lease for the building on the subject property to continue their ministry and community service activities; and

WHEREAS, the City finds that it is in the public interest to support W.I.N. 1 Ministries and their activities to create a healthy community; and

WHEREAS, the proposed use is consistent with the City's overall development plans for the area; and

WHEREAS, the lease will generate gross revenue of \$48,000 annually.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida, as follows:

That the City Manager is hereby authorized to execute the attached Commercial Lease Agreement with W.I.N. 1 Ministries, Inc. providing for a two-year lease at \$4,000/month.

DONE AND RESOLVED this 2nd day of November, 2023, in regular session of the City Commission of the City of Eustis, Florida.

**CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA**

Michael L. Holland
Mayor-Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 2nd day of November 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial No:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Eustis, Florida.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-100 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Commercial Lease

This Lease is made and entered into on November 2, 2023, between the City of Eustis, a Florida municipality ("Landlord"), and W.I.N. 1 Ministries, Inc., a Florida Not For Profit Corporation ("Tenant"). Tenant has requested and Landlord has agreed to lease the following property and the improvements located thereon under the terms and provisions hereinafter set forth:

Address: 301 West Ward Avenue, Eustis, FL 32726

The above-described property and the improvements located thereon are hereinafter referred to as the "leased premises".

I. Term

1.1 Term of Lease. The term of this lease shall be for a period of two (2) years, commencing on January 1, 2024 at 12:01 a.m., and ending at midnight on December 31, 2025, unless terminated sooner as provided herein.

II. Rent

2.1 Minimum Annual Rent. Tenant shall pay to Landlord the minimum annual rent of \$48,000.00 for the leased premises in lawful money of the United States at City of Eustis, P.O. Drawer 68, Eustis, FL 32727-0068 or such place as Landlord may otherwise designate in writing.

2.2 Rent Payment. Tenant shall pay to Landlord the minimum annual rent in monthly installments of \$4,000.00, plus applicable sales tax, if any, and it shall be paid in advance on the first (1st) day of each calendar month during the term of this lease.

2.3 Late Payment Charge. Tenant will be assessed a late payment charge equal to five percent (5%) of the monthly payment due and payable for any monthly payment received after the tenth (10th) day of the month in which the payment is due and payable, which charge becomes immediately due and payable.

2.4 Sales Tax. In addition to the above rent, Tenant will pay Landlord any applicable sales taxes, if any, which may be imposed on rents to be received by the Landlord.

2.5 Proration of Rent. If Landlord delivers possession on a day other than the first (1st) day of the month, Tenant will occupy the leased premises under the terms of this lease and, the pro-rata portion of the monthly rent for said month will be paid upon Landlord's delivery of possession.

III. Repairs And Maintenance

3.1 Repairs and Maintenance to the Exterior. Landlord shall provide normal maintenance to the exterior of the leased premises, including but not limited to, repairs to the exterior of the building of which the leased premises are part of, such as repairs to the roof, exterior walls, foundations, floor construction, pipes and conduits leading to the leased premises from utility installations, sidewalks, parking areas and curbs. The Landlord shall pay for repairs costing \$500.00 or more, and the Tenant shall pay for repairs costing less than \$500.00. If Landlord is required to make any repairs by reason of Tenant's negligent acts or omissions to act, Landlord may add the cost of such repairs to the rent which shall thereafter become due and payable.

3.2 Repairs and Maintenance to the Interior. Landlord shall provide normal maintenance to the interior of the leased premises, including, but not limited to, repairs to the plumbing, electrical, air conditioning and lighting systems within the leased premises. Tenant shall at all times keep the leased premises and all partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and in a reasonably satisfactory condition of cleanliness, including reasonable periodic painting of the interior of the leased premises. The Landlord shall pay for repairs costing \$500.00 or more, and the Tenant shall pay for repairs costing less than \$500.00. If Landlord is required to make any repairs by reason of Tenant's negligent acts or omissions to act, Landlord may add the cost of such repairs to the rent which shall thereafter become due and payable.

Notwithstanding anything contained herein, Tenant shall not be responsible for any failure of the building structure caused by ground erosion, settlement or instability of the ground or foundation so long as such failure was not caused by a negligent act of Tenant.

3.3 Landscaping Maintenance. Tenant shall be responsible for landscape maintenance of the leased premises.

IV. Signs

4.1 Tenant may erect and maintain a sign only upon written approval of Landlord. Landlord shall not unreasonably withhold approval for the placing of signs. Tenant shall be responsible for obtaining and paying for all permits required for the erection of any sign. Tenant shall replace or repair all signage as necessary to maintain same in good working order. Tenant shall remove all signage at the end of the lease term and repair any damage to the premises caused by the installation and removal of the signage.

V. Use Of Premises

5.1 The leased premises may be used by Tenant for any lawful purposes whatsoever. Further, Tenant shall not violate any applicable local, county, federal or state laws, rules, regulations, and ordinances applicable to the use and occupancy of the leased premises, or restrictions recorded in the public records, as applicable.

5.2 Employee Fitness Center. The leased premises contains the Landlord's employee fitness center. As a condition of this lease, the Tenant has agreed the Landlord's employees shall have access to the portion of the leased premises where the employee fitness center is located to allow for its continued use by said employees.

5.3 Adjacent Parking Lot – Public Access. The adjacent parking lot to the leased premises shall remain available for public use. The Tenant may also use the adjacent parking lot. The Landlord shall maintain the adjacent parking lot.

VI. Assignment And Subletting

6.1 Without the prior written consent of Landlord, Tenant shall not assign this lease, or sublet or grant any concession or license to use the leased premises or any part thereof. The consent by Landlord to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment

or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this lease.

This section does not prohibit room or special event rentals.

VII. Alterations, Improvements and Liens

7.1 Tenant shall make no alterations to the building on the leased premises or the parking lot or construct any building or make other improvements on the leased premises without the prior written consent of Landlord, and such consent shall not be unreasonably withheld. All alterations, changes, and improvements built, constructed or placed on the leased premises by Tenant, with the exception of movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the leased premises at the expiration or termination of this lease.

7.2 Tenant has no power to do any act or acts to make or enter into any contract that may create or be the foundation for any lien, mortgage or other encumbrance on the reversion or other estate of Landlord, or of any interest of Landlord in the leased premises or in the buildings or improvements thereon without the prior written consent of Landlord. Should Tenant cause any alterations, rebuilding, replacements, changes, additions, improvements or repairs to be made to the leased premises, or cause any labor to be performed or material to be furnished therein, thereon or thereto, neither Landlord nor the leased premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. Tenant shall be solely and wholly liable for the cost and responsible for all such alterations, rebuilding, replacements, changes, additions, improvements, and repairs caused by Tenant, and contractors, labor and material utilized therein.

If any act or omission (or alleged act or omission) of Tenant results in any construction or mechanic's or other lien, charge or order for the payment of money shall be filed against the leased premises or any building or improvement thereon, or against Landlord or any conditional bill of sale or chattel mortgage shall be filed for or affecting any equipment or any materials used in the construction or alteration of any such building or improvement (whether or not such lien, charge or order, condition, bill of sale or chattel mortgage is valid or enforceable as such), then Tenant shall at its own cost and expense cause the same to be canceled and discharged of record or bonded within thirty (30) days after the date of filing thereof. Any discharge, cancellation or bonding of any lien, encumbrance, charge, or order for payment must be presented by Tenant in writing with the proper supporting documentation to Landlord. Failure to perform hereunder shall be deemed an event of default under this lease.

VIII. Utilities And Ad Valorem Taxes

8.1 Utility Services. Tenant shall be responsible for arranging and paying for all utility services required on the leased premises including but not limited to electricity, water/sewer, and garbage services. Tenant shall post the necessary deposits to obtain utilities service.

8.2 Ad Valorem Taxes. Tenant represents and warrants that it is a not-for-profit Florida Corporation and has 501(c)(3) tax exempt status with the United States Internal Revenue Service. If there are any taxes, Tenant shall be responsible for and pay all ad valorem real property taxes and any personal property taxes assessed or levied against the leased premises and improvements located thereon and the equipment, furnishings, inventory and other tangible personal property located therein, during the entire term of this lease.

Landlord shall furnish to Tenant all ad valorem real property tax bills received by Landlord promptly upon Landlord's receipt of same. In addition to ad valorem real and personal property taxes, Tenant shall be solely responsible for payment of all regular and special assessments imposed by the applicable owner's association and shall pay all sales or other taxes that are due on any payments made, in any form, under this lease.

In the event any governmental authority having jurisdiction shall levy any assessments against any property comprising the leased premises for public betterments or improvements, Tenant shall also pay to Landlord as additional rent the full amount of such assessment. Landlord shall have the option to take the benefit of the provisions of any statute or ordinance allowing assessments to be paid over a period of time. Nothing herein contained shall be construed to include within the term "taxes" or "assessments" any inheritance, estate, succession, transfer, gift, franchise, corporation or income taxes that is or may be imposed upon Landlord; provided, however, that if any time prior to or during the term of this lease the methods of taxation prevailing at the date of this lease shall be altered so that in addition to, in lieu of, or as a substitute for the whole or any part of the taxes or assessments now levied, assessed or imposed on real estate as such there shall be levied, assessed or imposed (i) a tax on or measured by the rents received from such real estate, or (ii) a tax or license fee imposed on Landlord that is otherwise measured or based in whole or in part on the leased premises, then the same shall be included in the taxes and assessments under this section, but only in such amounts as would be payable by Landlord if the leased premises was the only property of Landlord subject to such taxes or fees.

In addition to the rent, additional rent, and any other sums or charge provided for herein, Tenant shall pay all applicable sales, use or other tax thereon or on any other sum due under this lease.

IX. Entry For Inspection And Repairs

9.1 Landlord shall have the right to enter the leased premises at all reasonable hours to (i) make inspections, and (ii) whenever necessary, to make repairs and alterations to the leased premises.

X. Waste, Nuisance, Or Unlawful Use

10.1 Tenant agrees that it shall not commit waste on the leased premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the leased premises to be used in an unlawful manner.

XI. Destruction Of Premises And Eminent Domain

11.1 In the event the leased premises are destroyed or rendered permanently untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Tenant, or if the same are taken by eminent domain, this lease shall terminate except for the purpose of enforcing rights that may have accrued hereunder.

11.2 Should only a part of the leased premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, the rent shall abate in the proportion which the injured part or portion of the leased premises bears to the whole leased premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

11.3 A condemnation award shall belong exclusively to Landlord.

XII. Waivers

12.1 A waiver by Landlord of a breach of any covenant or duty of Tenant under this lease can only be done in writing.

XIII. FIRST RIGHT OF REFUSAL TO PURCHASE

13.1 If during the term of this lease the Landlord proposes to sell the property subject to this Agreement, the Tenant shall have the right to purchase the property described herein. The sale price will be determined at the time of proposed sale by mutual agreement of the parties. Landlord shall not sell the property to anyone for less than the lowest price offered to Tenant without giving Tenant the option to the lowest price offered to any third party.

XIV. Notices

14.1 All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail and addressed as follows:

To Landlord: Tom Carrino, City Manager
City of Eustis
P.O. Drawer 68
Eustis, FL 32727-0068

To Tenant: Pastor Renee Hill
W.I.N. 1 Ministries, Inc.
2301 Foxtree Road
Tavares, FL 32778

XV. Default

15.1 Tenant shall have breached this lease and shall be considered in default hereunder if (i) involuntary proceedings are instituted against Tenant under any bankruptcy act, (ii) Tenant fails to pay any rent within ten (10) days from the date the rent is due, or (iii) Tenant fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of ten (10) days, or (iv) if any judgment, claim of lien or any attachment or execution against any of the leased premises for any amount, resulting from any action, inaction or omission on the part of Tenant, remains unpaid, unstayed, or undismissed for a period of more than thirty (30) days. Notwithstanding the foregoing, Tenant shall not be in default hereunder as long as any construction liens or other encumbrances which may be filed against the leased premises, resulting from any action, inaction or omission on the part of Tenant, are released or bonded off within 30 days of the filing of the construction lien or other encumbrance.

15.2 Should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may, without terminating this lease, relet the leased premises or any part thereof for such term or terms and at such rental or rentals and on such other terms and conditions as Landlord in their sole discretion may deem advisable

with a right to make alterations and repairs to the leased premises. On each such reletting (a) Tenant shall be immediately liable to pay Landlord, in addition to any indebtedness other than rent due hereunder, the expense of such reletting and for such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this lease for the period of such reletting exceeds the amount agreed to be paid as rent for the leased premises for such period on such reletting; or (b) at the option of Landlord, rents received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Tenant to Landlord; second, to the payment of any expenses of such reletting and of such alteration and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If Tenant has been credited with any rent to be received by such reletting under option (a) hereof, and such rent shall not be promptly paid to Landlord by the new Tenant, or if such rentals received from such reletting under option (b) hereof during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the premises by Landlord shall be construed as an election on the part of Landlord to terminate this lease unless the written notice of such intention is given to Tenant or unless the written notice of such intention is given to Tenant or unless the termination thereof be decreed by a court of a competent jurisdiction.

Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this lease for such previous breach. Should Landlord at any time terminate this lease for any breach, in addition to any other remedy they may have, they may recover from Tenant all damages they may incur by reason of such breach, including the cost of recovering the leased premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

15.3 Notwithstanding the foregoing, in the event Tenant defaults under any terms of this lease, Landlord may elect on written notice to Tenant to accelerate all payments of monies due Landlord during the term of this lease, which payments will be immediately due and payable in full without further notice to Tenant.

15.4 Tenant shall be responsible for and shall pay any and all attorney's fees and cost incurred by Landlord arising out of the enforcement of this lease, whether or not litigation, which includes appeals and bankruptcy, be brought, or arising from the enforcement of any rights and remedies afforded Landlord by this lease and Florida law.

15.5 By signing this Agreement, Tenant hereby agrees that upon surrender or abandonment, as defined by the Florida Statutes, Landlord shall not be liable or responsible for storage or disposition of Tenant's personal property.

XVI. Entire And Binding Agreement

16.1 This lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors and assigns. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Tenant and Landlord and their respective successors and assigns, except as may be otherwise expressly provided in this lease.

XVII. Insurance

17.1 Tenant shall be responsible for maintaining comprehensive insurance on Tenant's contents and equipment if tenant desires insurance on Tenants content and equipment. Tenant shall also be responsible for maintaining appropriate levels of comprehensive liability insurance protecting Tenant against all claims or demands that may arise or be claimed on account of Landlord's use of the leased premises, injuries to persons in the event of an accident on the leased premises, and damages against the property situated on the leased premises. Landlord shall insure the premises and building.

XVIII. Tenant's Acceptance Of Leased Premises

18.1 Tenant acknowledges that Tenant has examined the leased premises, including but not limited to, the land, improvements located thereon and fixtures on or in the leased premises, and agrees to accept the same in an "AS IS" condition as of January 1, 2024, without any further responsibilities on the part of Landlord for any construction, repairs, alterations, or additions unless otherwise specifically stated in this lease or as agreed upon by both parties.

18.2 Tenant represents to Landlord that Tenant has made all investigations deemed necessary by Tenant and that Tenant is familiar with the leased premises and has made a complete physical inspection thereof, and has conducted such independent investigations as Tenant deems necessary or appropriate concerning the leased premises. Tenant hereby recognizes that Tenant is relying solely on its own inspection, investigation and analysis of the foregoing matters in leasing the leased premises and not relying in any way on any representations, warranties, studies, reports, descriptions, guidelines or other information or material furnished by Landlord, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

18.3 Landlord makes no warranty of any type, either express or implied, as to the physical condition of the leased premises, including but not limited to, the roof and other structural components and improvements. Landlord has received no notice form any governmental agency as to a currently uncorrected building or safety code violation.

XIX. Time Of The Essence

19.1 Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

XX. Subordination Of Lease

20.1 Although no instrument or act on the part of Tenant shall be necessary to effectuate such subordination, Tenant will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of all such mortgages as may be desired by the mortgagee.

XXI. Radon Gas Disclosure

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

XXII. Severability

22.1 In the event any section of this lease shall be held to be invalid, all remaining provisions shall remain in full force and effect.

XXIII. Hold Harmless And Indemnification

23.1 Tenant shall indemnify and hold harmless Landlord from and against any loss, damage, liability, injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, including but not limited to Tenant connected with either (i) Tenant's use, operation or condition hereafter of the leased premises, (ii) the failure of Tenant to perform any of the terms or conditions of this lease, (iii) any injury or damage occurring on or about the leased premises, (iv) failure to comply with any law, rule or regulation of any governmental authority, (v) any construction lien or security interest filed against the leased premises, or (vi) any negligent or willful act or omission by Tenant, or any of its agents, contractors, servants, employees, licensees, customers, guest or invitee, or (vii) injury to or death of any person (including without limitation, the public) or loss or damage to any property. This will be as to the extent of the insurance.

XXIV. Recording

24.1 This lease shall not be recorded in any public records. Should Tenant record this lease in the public records of the county in which the leased premises is located, such action will be deemed a default under this lease.

XXV. Environmental Impact

25.1 Tenant will not cause or permit any "Hazardous Substance" (as defined in 42 U.S.C.A. Section 9601 (14) (supp. 1990) (as amended)) to be used, stored, or generated on the leased premises, except for Hazardous Substances of types and quantities customarily used or found in such business lawfully conducted on the leased premises.

Tenant will not cause or permit the Release (as defined in 42 U.S.C.A. Section 601(22), as amended), of any Hazardous Substance, contaminant, pollutant, or petroleum in, on, or under the leased premises or into any ditch, conduit, stream, storm, sewer, or sanitary sewer connected thereto or located thereon the leased premises.

Tenant will full and timely comply with all applicable federal, state and local statutes and regulations relating to protection of the environment, including, without limitation, 42 U.S.C.A. Sections 6991-6991i, as amended.

Tenant will indemnify and hold harmless Landlord from and against any and all liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or remediation costs arising from contamination of the leased premises or release of any Hazardous Substance, pollutant, contaminant or petroleum in, on, or under leased premises which are caused by or as result of the use of the leased premises by Tenant. Tenant will indemnify and hold Landlord harmless from and against any and all loss of rentals or decrease in property values arising from Tenant's breach of this provision, provided that no liability will arise under this sentence if Tenant completes any required cleanup, removal, and remedial action after termination of this lease. The terms of this section and the obligation of the parties hereunder will survive the expiration and termination of this lease.

XXVI. Miscellaneous

26.1 Submission of this lease to Tenant does not constitute an offer, and this lease becomes effective only upon execution and delivery of the lease by both Landlord and Tenant and until such time as any deposit and advance rent paid by Tenant to Landlord in connection with this lease has been cleared by Tenant's bank.

26.2 Governmental penalties, fines or damages imposed on any portion of the leased premises as a result of the activities of Tenant, its employees, agents or invitees shall be paid by Tenant within three (3) days of the earlier of the governmental notice to Tenant or Landlord's notice to Tenant. If Tenant fails to pay as required in this section, in addition to all other remedies provided by this Lease, Landlord may pay the sums owed or challenge such administratively or judicially, and Tenant shall pay all sums owed and all of Landlord's costs plus a five percent (5%) administrative fee to Landlord upon demand, as additional rent.

26.3 Landlord makes no express or implied representations, covenants, promises, or warranties that the leased premises are suitable for Tenants proposed use or that Landlord or Tenant will be able to obtain applicable municipal or local governmental approvals, variance or zoning necessary to perform any construction or conduct Tenant's business as specified herein.

26.4 No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent stipulated in the Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in the lease or by law.

In Witness Whereof, the parties have executed this lease as of the day and year first above written.

Landlord: CITY OF EUSTIS

By: _____
 Print Tom Carrino
 Position: City Manager

Tenant: W.I.N. 1 Ministries, Inc.

By: _____
 Print Name: Pastor Renee Hill
 Position: Authorized Officer



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: November 2, 2023

RE: **FIRST READING**

ORDINANCE NUMBERS 23-27, 23-28, AND 23-29: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS WITH ALTERNATE KEYS 1212685, 3948085, 3948086, 3948087, 3948088, and 3948089

Ordinance Number 23-27 – Voluntary Annexation

Ordinance Number 23-28 – Comprehensive Plan Amendment

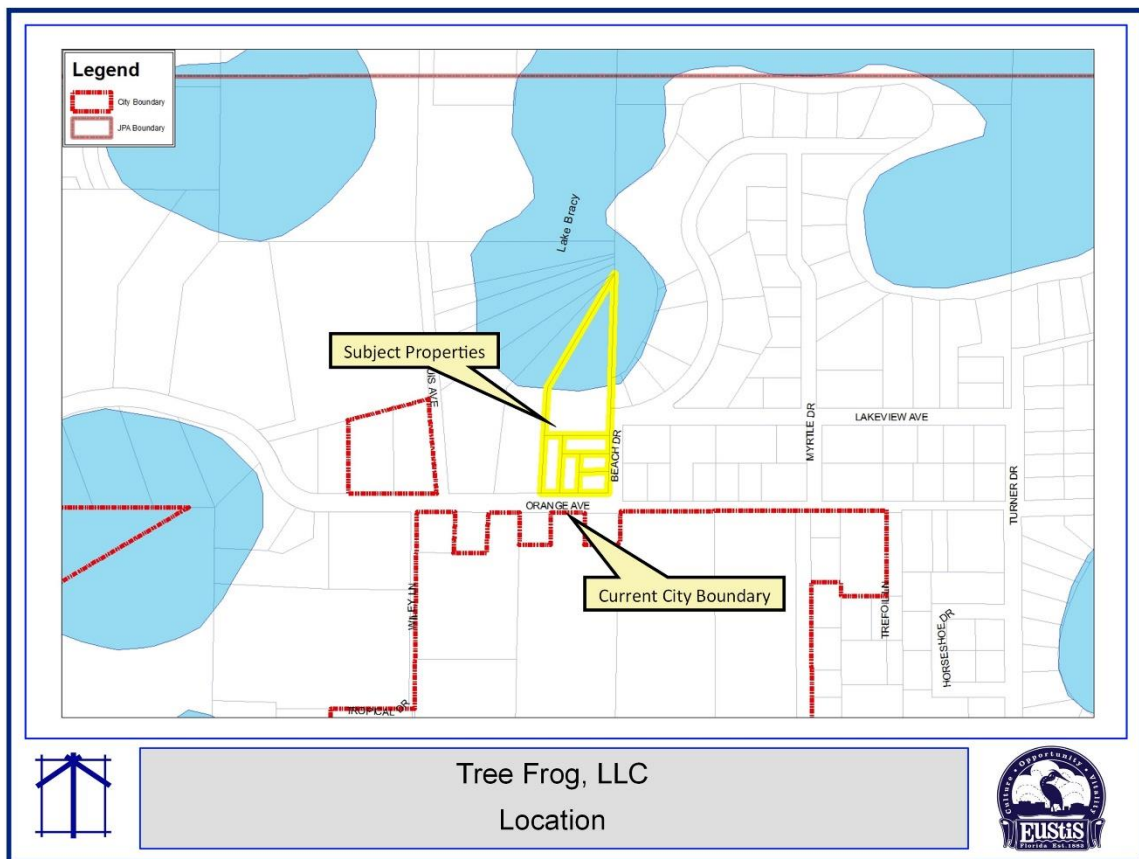
Ordinance Number 23-29 – Design District Assignment

Introduction:

Ordinance Number 23-27 provides for the voluntary annexation of approximately 2.61 acres of land located along Orange Avenue west of Beach Drive (Alternate Key Numbers 1212685, 3948085, 3948086, 3948087, 3948088, and 3948089). Provided the annexation of the subject property is approved, via Ordinance Number 23-27, Ordinance Number 23-28 would change the future land use designation from Urban Low in Lake County to Suburban Residential (SR) in the City of Eustis, and Ordinance Number 23-29 would assign the subject property a design district designation of Rural Neighborhood. If Ordinance Number 23-27 is denied, then there can be no consideration of Ordinance Numbers 23-28 and 23-29.

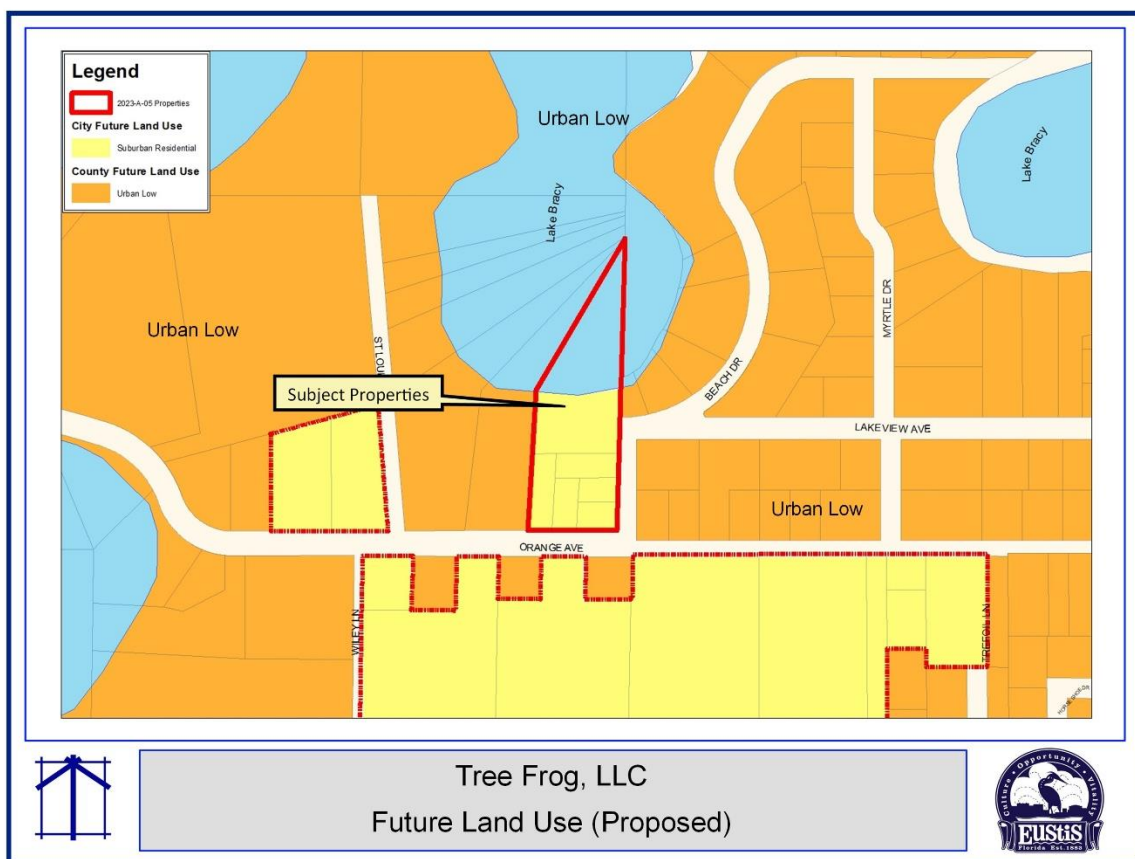
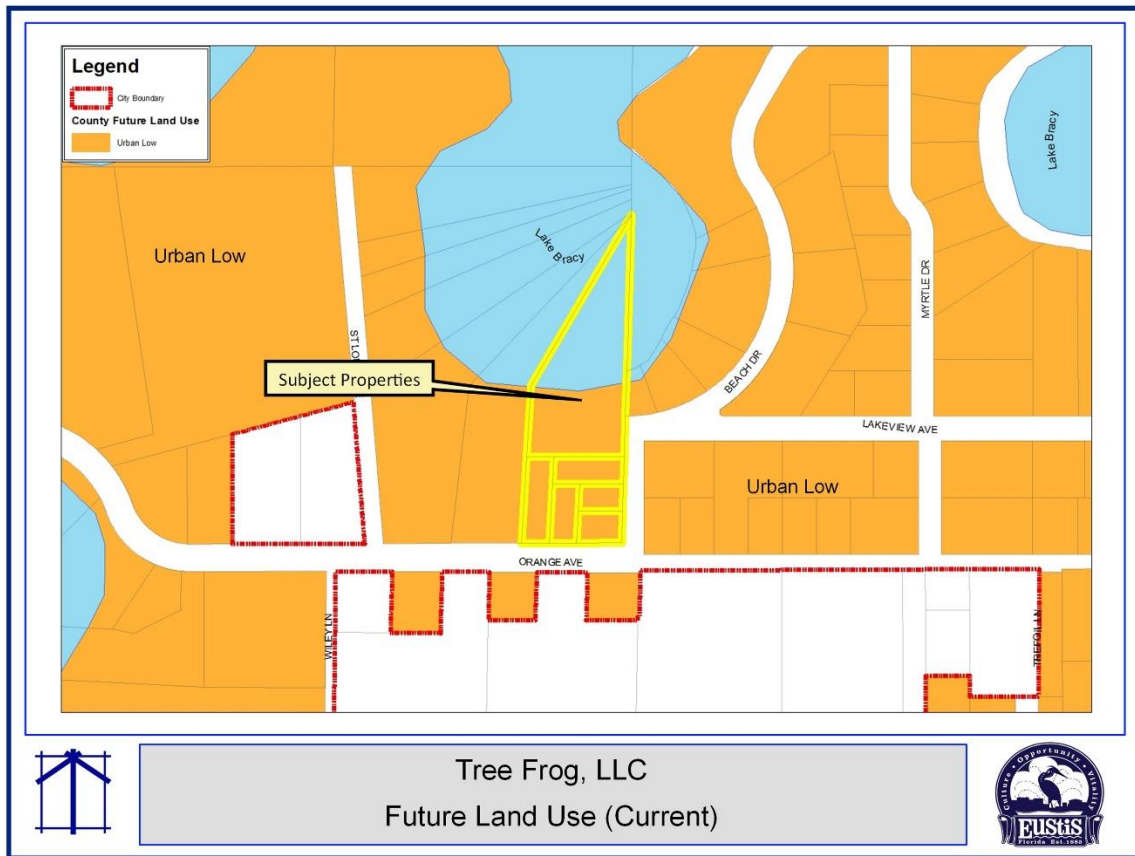
Background:

1. The site contains approximately 2.61 acres and is located within the Eustis Joint Planning Area. The properties to be annexed are 6 individual lots with Alternate Key Numbers 1212685, 3948085, 3948086, 3948087, 3948088, and 3948089. All of the lots have at least a minimum lot width of 60 feet and a minimum lot depth of 97 feet. *Source: Lake County Property Appraisers' Office Property Record Card Data.*
2. The site has a Lake County land use designation of Urban Low, but approval of Ordinance Number 23-28 would change the land use designation to Suburban Residential (SR) in the City of Eustis.



Surrounding properties have the following land use designations:

Location	Existing Use	Future Land Use	Design District
Site	Vacant	Urban Low (Lake County)	N/A
North	Single-Family/ Vacant / Seasonal Lake	Urban Low (Lake County)	N/A
South	Single-Family / Vacant	Suburban Residential & Urban Low (Lake County)	Suburban Neighborhood
East	Single-Family	Urban Low (Lake County)	N/A
West	Single-Family	Urban Low (Lake County)	N/A



Applicant's Request

The applicant and property owners, Tree Frog, LLC, wish to annex the referenced property, change the future land use to Suburban Residential (SR), and assign a design district of Rural Neighborhood.

The current Lake County Future Land Use designation for the subject property is Urban Low. The Lake County land use designation allows for residential uses of up to 4 dwelling units per net buildable acre.

The property owner has requested the City of Eustis Suburban Residential future land use designation with the annexation. The SR future land use provides for residential uses up to five (5) dwelling units per acre.

Analysis of Annexation Request (Ordinance Number 23-27)

1. Resolution Number 87-34 – Joint Planning Area Agreement with Lake County:

"The City and the County agree that the unincorporated areas adjacent to the City might be appropriately served by urban services provided by the City, and might therefore be annexed into the City in accordance with State law.....The City agrees to annex property in accordance with State law and provide adequate urban services and facilities to serve those areas within the Joint Planning Area."

The subject property is located within the Eustis-Lake County Joint Planning Area. Urban services of adequate capacity are available to serve future development, consistent with the requested Suburban Residential future land use designation.

2. Florida Statutes Voluntary Annexation - Chapter 171.044(1):

"The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality."

The Eustis-Lake County Joint Planning Area boundaries define the reasonably compact area where the City could provide services effectively and efficiently. The subject property lies within that planning area; the property is contiguous to the current City limits on the southern boundary, and the owner petitioned for annexation.

3. Florida Statutes Voluntary Annexation - Chapter 171.044(2):

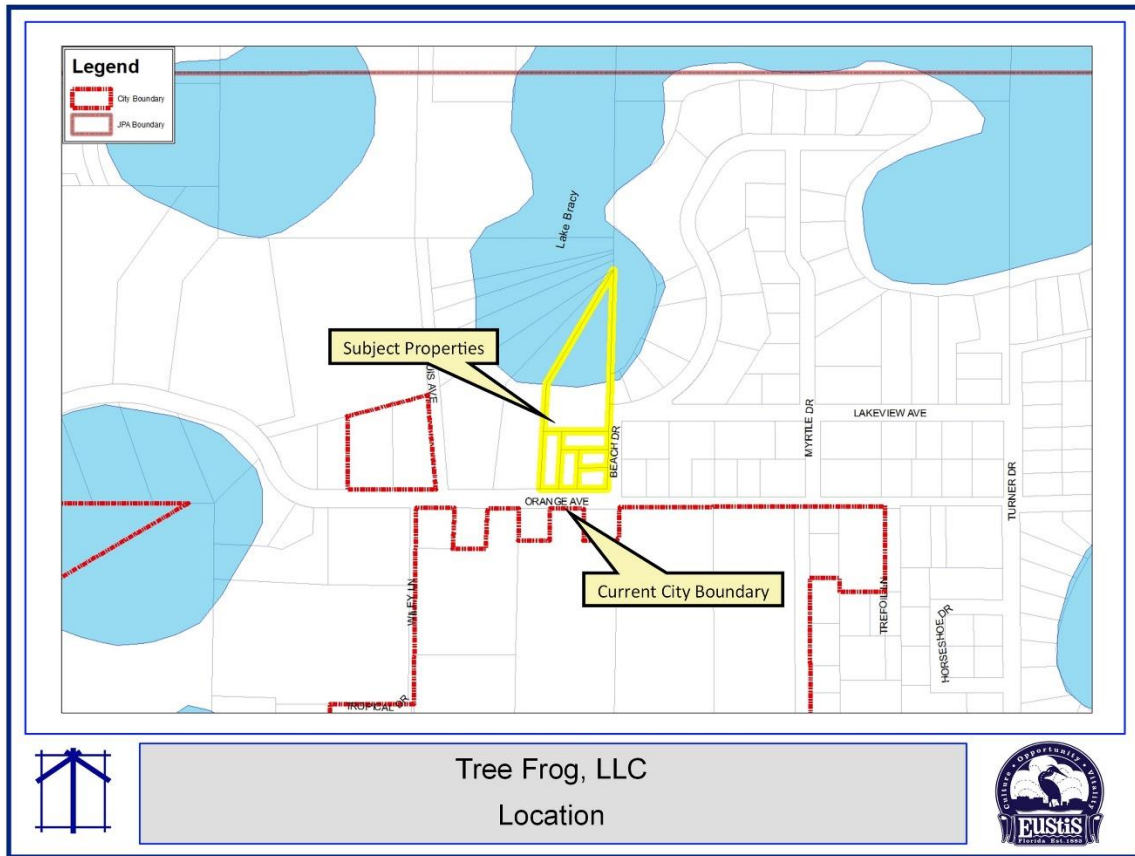
"...Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town..."

The department published notice of this annexation in the Daily Commercial following the established requirements on October 23, 2023, and again on October 30, 2023.

4. Florida Statutes Voluntary Annexation - Chapter 171.044(5):

"Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves."

Annexation of the subject property does not create an enclave as defined by the Florida Statutes.



5. Florida Statutes Voluntary Annexation - Chapter 171.044(6):

“Not fewer than 10 days prior to publishing or posting the ordinance notice required under subsection (2), the governing body of the municipality must provide a copy of the notice, via certified mail, to the board of the county commissioners of the county wherein the municipality is located...”

The department provided notice to the Lake County Board of County Commissioners on October 16, 2023, via email and by Certified Mail on October 16, 2023.

Analysis of Comprehensive Plan/Future Land Use Request (**Ordinance Number 23-28**)

In accordance with the Florida Statutes Chapter 163.3177.9.:

Discourage Urban Sprawl:

Primary Indicators of Sprawl:

The future land use element and any amendment to the future land use element shall discourage the proliferation of urban sprawl. The primary indicators that a plan or plan amendment does not discourage the proliferation of urban sprawl are listed below. The evaluation of the presence of these indicators shall consist of an analysis of the plan or plan amendment within the context of features and characteristics unique to each locality in order to determine whether the plan or plan amendment:

1. Low Intensity Development:

Promotes, allows, or designates for development substantial areas of the jurisdiction to develop as low-intensity, low-density, or single-use development or uses.

This indicator does not apply. The requested future land use will provide for a higher density (5 du/acre) and the SR designation allows development types similar to the existing patterns at similar densities.

2. Urban Development in Rural Areas:

Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.

This indicator does not apply. The subject properties are existing lots of record and will require city services in order to develop.

3. Strip or Isolated Development:

Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

This indicator does not apply. The subject properties are existing lots of record and will require city services in order to develop.

4. Natural Resources Protection:

Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

This indicator does not apply. The subject property is partially subject to floodplain impact and does contain wetland areas, however, there is buildable area outside of the natural features to allow for the construction of a single-family residence. The Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should the conditions at the time of development warrant such protection.

5. Agricultural Area Protection:

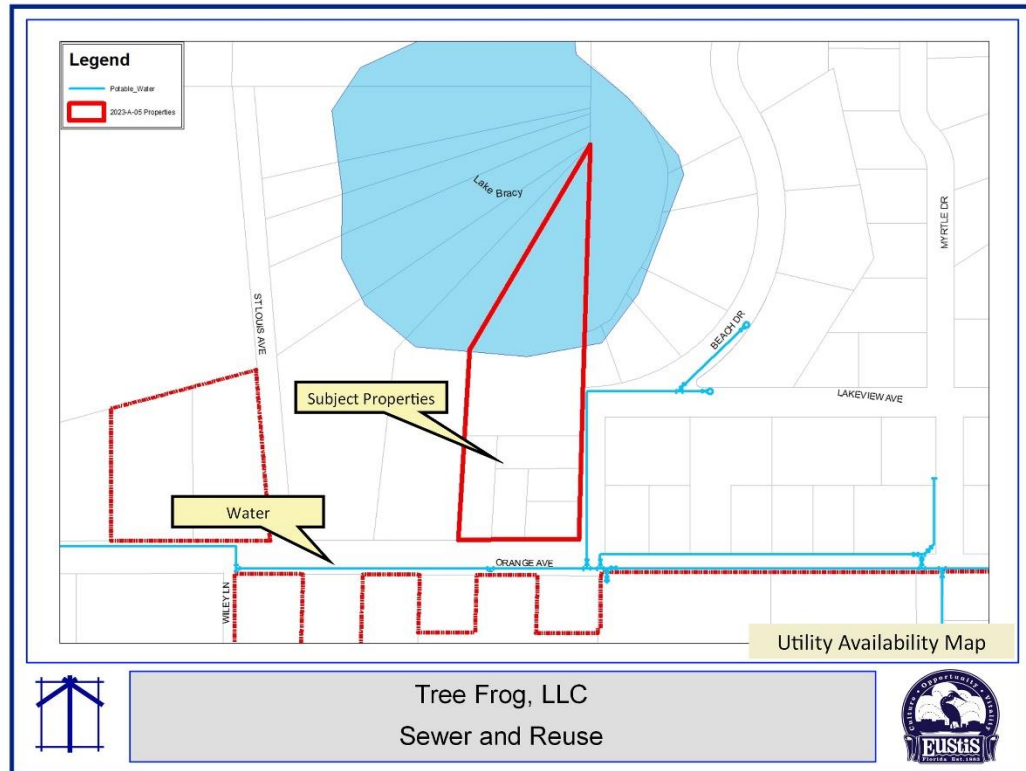
Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.

This indicator does not apply. This site and adjacent areas do not support active agricultural or silvicultural activities. The site is within an existing developed area.

6. Public Facilities:

Fails to maximize the use of existing public facilities and services.

This indicator does not apply. City water is available to serve the property. Development of this parcel will maximize the use and efficiency of the City water services. City Sewer is not currently available.



7. Cost Effectiveness and Efficiency of Public Facilities:

Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire, and emergency response, and general government.

This indicator does not apply. Adequate capacity is available to serve the existing and future development.

8. Separation of Urban and Rural:

Fails to provide a clear separation between rural and urban uses.

This indicator does not apply. No nearby properties contain active agricultural activities or use. The surrounding area is developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly suburban uses.

9. Infill and Redevelopment:

Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

This indicator does not apply. This property will promote infill development by allowing access to public facilities.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. The site is surrounded by single-family development the adjacent properties, which is consistent with permitted uses in the area.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

This indicator does not apply. The Land Development Regulations include provisions to provide adequate access and linkage between related uses. City Departments will ensure compliance with these standards at the time of development review.

12. Open Space:

Results in the loss of significant amounts of functional open space.

This indicator does not apply. The site does not contain functional open space and is not connected to regionally significant open space. The subject properties are existing residential lots.

13. Urban Sprawl:

The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

a. Direction of Growth:

Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The site is adjacent to existing urban/suburban development patterns and is a logical infill of the urban development boundary. The Comprehensive Plan and Land Development Regulations have provisions to protect natural resources and ecosystems at the time of site plan approval.

b. Efficient and Cost-Effective Services:

Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

Water service is available however, Sewer service is currently not available to the area.

c. Walkable and Connected Communities:

Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.

At the time of development, the site must meet the City's Land Development Regulations including the creation of streets and street connections where they do not currently exist.

d. Water and Energy Conservation:

Promotes the conservation of water and energy.

The development of the site must meet City development and Florida Building Code standards that will require energy and water-efficient appliances.

e. Agricultural Preservation:

Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

Not applicable; this site and adjacent areas do not support active agricultural or silvicultural activities. The site is within an existing developed residential area.

f. Open Space:

Preserves open space and natural lands and provides for public open space and recreation needs.

This is not applicable. The site does not provide functional open space or natural areas on a regional basis.

g. Balance of Land Uses:

Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

The proposed land use is consistent with the surrounding area the site is not positioned to front primary or secondary corridors that would encourage commercial development.

h. Urban Form Densities and Intensities:

Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164.

Not applicable.

In Accordance with Comprehensive Plan Future Land Use Element Appendix:

All applications for a Plan amendment relating to the development patterns described and supported within the Plan including, but not limited to, site specific applications for changes in land use designations, are presumed to involve a legislative function of local government which, if approved, would be by legislative act of the City and shall, therefore, be evaluated based upon the numerous generally acceptable planning, timing, compatibility, and public facility considerations detailed or inferred in the policies of the Plan. Each application for an amendment to the Map #1: 2035 Future Land Use Map by changing the land use designation assigned to a parcel of property shall also be reviewed to determine and assess any significant impacts to the policy structure on the Comprehensive Plan of the proposed amendment including, but not limited to, the effect of the land use change on either the internal consistency or fiscal structure of the Plan.

Major Categories of Plan Policies:

This Plan amendment application review and evaluation process will be prepared and presented in a format consistent with the major categories of Plan policies as follows:

1. General Public Facilities/Services:

Since the Plan policies address the continuance, expansion and initiation of new government service and facility programs, including, but not limited to, capital facility construction, each application for a land use designation amendment shall include a description and evaluation of any Plan programs (such as the effect on the timing/financing of these programs) that will be affected by the amendment if approved. This analysis shall include the availability of, and actual and anticipated demand on, facilities and services serving or proposed to serve the subject property. The facilities and services required for analysis include emergency services, parks and recreation, potable water, public transportation if and when available, sanitary sewer, schools, solid waste, stormwater, and the transportation network.

a. Emergency Services Analysis:

Eustis Emergency Services already provides emergency response to other properties in the area. Any development consistent with the Suburban Residential future land use designation would not have a significant negative impact on the operations of Eustis emergency services.

b. Parks & Recreation:

In 2010, the City prepared a Park Inventory and Level of Service Demand and Capacity analysis as part of the Comprehensive Plan Evaluation and Appraisal Report. The results show that a surplus of park area exists up to and beyond the City's population of 20,015. The current population is approximately 24,500. Pursuant to Comprehensive Plan policies and Land Development Regulations, residential development will be required to provide on-site park amenities.

c. Potable Water & Sanitary Sewer:

Water service is available to the subject property. The water system has adequate capacity to serve the development of the property. City Sewer Services are not currently available in the area.

d. Schools:

The proposed change should not negatively impact schools. At the time of development application verification of capacity will be required from Lake County Schools.

e. Solid Waste:

The City contracts with Waste Management for the hauling of solid waste. The company already services properties in the general area of the subject property. Serving this property will increase efficiency in the delivery of services.

f. Stormwater:

The Comprehensive Plan and Land Development Regulations include the level of service standards to which new development must adhere. Projects designed to meet these standards will not negatively affect the existing facilities and services.

g. Transportation Network Analysis:

This potential annexation and the subsequent development of the property will not add additional impacts as the parcels being annexed include existing platted lots.

2. Natural Resources/Natural Features:

The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Comprehensive Plan. Specifically, each amendment will be evaluated to 1) determine the existence of groundwater recharge areas; 2) the existence of any historical or archaeological sites; 3) the location of flood zones and the demonstration that the land uses proposed in flood-prone areas are suitable to the continued natural functioning of flood plains; and 4) the suitability of the soil and topography to the development proposed.

- a. Groundwater recharge areas:

The properties are within a recharge area of 0-8 inches annually, however, the properties currently exist as residential lots and are eligible to be considered for building permits without further review relating to recharge.

- b. Historical or archaeological sites:

The City does not have any record of Florida Master Site Files related to this property and no known historical or cultural resources exist.

- c. Flood zones:

The subject property is subject to a 100-year flood zone area. Source - Lake County GIS - 2012 Flood Zones, however adequate area exists on the lot that is affected in order to potentially build a single-family dwelling.

- d. Soil and topography:

The site soils are primarily Wauchula sands. The Wauchula series consists of very deep, very poorly or poorly drained, moderately slow or slowly permeable soils on flatwoods on the lower coastal plains. They formed in sandy and loamy marine sediments. Slopes range from 0 to 5 percent.

3. Comprehensive Plan Review:

Additional criteria and standards are also included in the Plan that describe when, where, and how development is to occur. Plan development policies will be used to evaluate the appropriateness of the compatibility of the use, intensity, location, and timing of the proposed amendment.

Existing Land Use According to the Lake County Comprehensive Plan:

The existing Lake County future land use designation of the property is Urban Low, which provides for residential uses at up to 4 dwelling units per acre as well as supporting commercial and institutional uses.

Proposed Land Use According to the Eustis Comprehensive Plan:

The Suburban Residential (SR) land use designation is provided to accommodate the majority of residential development within the City. The general range of uses include: a mix of single-family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted. Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre.

Comparison of Lake County Development Conditions

The land use designations of residential properties within the City of Eustis in the surrounding area are generally Suburban Residential (SR) with a maximum density of 5 dwelling units per acre (du/ac).

***The surrounding properties, immediately adjacent to the north, west and e
unincorporated areas that are designated Urban low with a maximum density of 4
dwelling units per net buildable acre.***

Proposed Residential Land Uses.

The City shall limit these uses adjacent to incompatible commercial or industrial lands unless sufficient mitigation, such as buffering and setbacks is provided and available, which lessens the impact to the proposed residences.

This area is predominantly residential in nature the proposed use of the land will continue to be residential.

Proposed Non-Residential Land Uses.

The City shall generally not permit new industrial uses to be located adjacent to existing or planned residentially designated areas.

Not applicable.

1. Transportation:

Each application for a land use designation amendment will be required to demonstrate consistency with the Transportation Element of the adopted Comprehensive Plan.

The use of the land is already residential in nature and was previously platted the increase in traffic should be negligible.

2. Water Supply:

Each application for a land use designation amendment will be required to demonstrate that adequate water supplies and associated public facilities are (or will be) available to meet the projected growth demands.

City water service and other services are available. The City's adopted Water Supply Plan anticipated additional growth consistent with this development, so both supply and capacity are available.

In Accordance with Chapter 102-16(f), Land Development Regulations

Standards for Review:

In reviewing the application of a proposed amendment to the comprehensive plan, the local planning agency and the city commission shall consider:

a. *Consistent with Comprehensive Plan:*

Whether the proposed amendment is consistent with all expressed policies of the comprehensive plan.

The proposed amendment is consistent with the Comprehensive Plan.

b. *In Conflict with Land Development Regulations:*

Whether the proposed amendment is in conflict with any applicable provisions of these land development regulations.

The proposed amendment is not in conflict with the Land Development Regulations. At the time of development, there will be further review for compliance.

c. *Inconsistent with Surrounding Uses:*

Whether, and the extent to which, the proposed amendment is inconsistent with existing and proposed land uses.

The existing land uses in the immediate area are residential and the proposed use of the land is continued residential.

d. *Changed Conditions:*

Whether there have been changed conditions that justify an amendment.

The applicant wishes to annex the property into the City limits of Eustis. Assignment of a City of Eustis future land use designation is required. Upon annexation, the subject property will have a full array of municipal services, including central water. These changed conditions warrant a change in the land use designation.

e. *Demand on Public Facilities:*

Whether, and the extent to which, the proposed amendment would result in demands on public facilities, and whether, or to the extent to which, the proposed amendment would exceed the capacity of such public facilities, infrastructure and services, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.

City water services are available and, in close proximity to the site. Adequate capacity is available to serve future development consistent with the requested Suburban Residential future land use designation.

Upon annexation, the City will also provide other services such as fire and police protection, library services, parks, and recreation. The City provides these services to other properties in the area, so efficiency will improve.

f. *Impact on Environment:*

Whether, and the extent to which, the proposed amendment would result in significant impacts on the natural environment.

The site contains no apparent natural resources and is not connected to significant open space.

g. *Orderly Development Pattern:*

Whether, and the extent to which, the proposed amendment would result in an orderly and logical development pattern, specifically identifying any negative effects on such pattern.

The site is contiguous to the City limits. The development patterns already exist in the area and the future building on the previously platted lots will not cause incompatibilities with those development patterns.

h. *Public Interest and Intent of Regulations:*

Whether the proposed amendment would be consistent with or advance the interest, and in harmony with the purpose and intent of these land development regulations.

The purpose and intent of the Land Development Regulations is as follows:

“The general purpose of this Code is to establish procedures and standards for the development of land within the corporate boundaries and the planning area of the city, such procedures and standards being formulated in an effort to promote the public health, safety and welfare and enforce and implement the City's Comprehensive Plan, while permitting the orderly growth and development with the city and Eustis planning area consistent with its small-town community character and lifestyle.”

The requested designation of Suburban Residential (SR) land use will provide for orderly growth and development. This designation would advance the public interest by potentially providing additional housing, and the application of the LDRs to future development will ensure consistency with the community character and lifestyle of the city.

i. Other Matters:

Any other matters that may be deemed appropriate by the local planning agency or the city commissioners, in review and consideration of the proposed amendment.

No other matters.

Analysis of Design District Request (Ordinance Number 23-29):

Form-Based Code:

The City's Land Development Regulations is a form-based code. Design districts are unique to form-based codes. Lake County still uses traditional Euclidean zoning, so there are no design districts for parcels in unincorporated Lake County. When a parcel annexes into the City of Eustis, the City must assign a consistent design district that follows the urban, suburban, and rural transect

1. Standards for Review:

The Land Development Regulations include the following standards for review of an amendment to the Design District Map. In approving a change in the designation, the City Commission shall consider: Whether the amendment is in conflict with any applicable provisions of the Code.

a. Section 102-17(a) "...Section 109-3 Design Districts:

identifies the definition, structure, and form of each design district. The assignment of design district must follow the district pattern and intent."

The requested amendment assigns a newly annexed parcel a designation that meets the district pattern and intent (Rural Neighborhood). The rural development pattern and intent, and the Rural Neighborhood definition, structure, and form description are stated below. The assignment of a Rural Neighborhood design district designation is appropriate due to the established and proposed development patterns in the area.

Sec. 109-5.7. Rural development pattern intent statements.

(a) Intent. The rural development pattern relies primarily on a pattern of clustered residential development that provides substantive open space that serves to preserve and enhance the rural view shed and character of the community. Nonresidential uses are primarily located in centers and may contain a mix of uses.

(b) Design districts.

(1) Rural neighborhood.

a. Definition. Predominately residential uses where a portion of the land is designated as undivided, permanent open space of a site in an effort to preserve the existing natural resource areas while providing a significant amount of open space.

b. Structure. Developable land is subdivided into buildable lots. This development option provides an opportunity for communities to meet both their development and conservation goals by concentrating homes in a small portion of a site in an effort to preserve the existing natural resource areas on a larger scale.

The Rural development patterns statement above indicates that residential uses are primarily located on streets with fewer vehicle connections. A Rural Neighborhood designation follows the district pattern and intent outlined in the Land Development Regulations and is consistent with the existing transect in the area.

b. Section 102-17(a)

The following guidelines must be followed when proposing the reassignment of the design district:

Compatible intensities should face across streets. Changes in design districts should occur along rear alleys or lanes or along conservation edges.

Reassignment is not being proposed; a City of Eustis design district designation must be assigned to annexed property; the proposed design district is compatible with the surrounding design districts.

c. Consistent with Comprehensive Plan:

Whether the proposed amendment is consistent with all elements of the comprehensive plan.

The requested amendment is consistent with the Future Land Use element (including Policy FLU 1.2.4, Development Patterns, and FLU 1.3.2. Maintain Residential Compatibility), as well as all other elements of the Comprehensive Plan.

d. Consistent with Surrounding Uses:

Whether, and the extent to which, the proposed design district is consistent with existing and proposed land uses.

The Rural Neighborhood definition, structure, and form are compatible the existing uses and any proposed uses permitted under the Suburban Residential future land use designation.

e. ***Changed Conditions:***

Whether there have been changed conditions that justify amending the design district.

The subject property is proposed for annexation and a design district assignment is necessary. The conditions have changed from land located in unincorporated Lake County without central services to a site within the City of Eustis with municipal services.

f. ***Public Facilities.***

Whether, and the extent to which, the proposed redistricting would result in demands on public facilities, and whether, or to the extent to which, the proposed change would exceed the capacity of such public facilities, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.

A redistricting is not proposed. Assigning a design district to an annexation property will not change the demand impact on public facilities. The Future Land Use designation controls the density and intensity permitted on the site, so the Design District map amendment would not result in impacts beyond that already anticipated. Also, see the analysis of public facilities in the above sections of this report.

g. ***Impact on Environment:***

Whether, and the extent to which, the redistricting would result in significant impacts on the natural environment.

The proposed Design District designation for this property does not change the development potential of the parcel. Design Districts control the form and function of any development that does occur. The Future Land Use designation controls the density, intensity, and minimum open space permitted on the site, so the Design District amendment would not result in additional impacts on the natural environment. As building permit approval must be obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should the conditions at the time of development warrant such protection.

h. ***Property Values:***

Whether, and the extent to which, the proposed redistricting would affect the property values in the area.

Redistricting is not being proposed; a City of Eustis design district designation must be assigned to the annexed property. This request should not affect property values, because the proposed Design District designation is consistent with the surrounding development patterns and design districts.

i. ***Orderly Development Pattern:***

Whether, and the extent to which, the proposed redistricting would result in an orderly and logical development pattern.

The request is the assignment of a design district to an annexation parcel, not redistricting. However, the proposed Design District designation is consistent with the suburban development pattern identified in Section 109-5.5 of the Land Development Regulations. Assignment of the requested designation will result in a more orderly and logical development pattern; making the designation consistent with the surrounding area designations and established development patterns.

j. Public Interest and Intent of Regulations:

Whether the proposed redistricting would be in conflict with the public interest, and in harmony with the purpose and intent of these regulations.

The request is the assignment of a design district to an annexation parcel, not redistricting. The proposed Design District is not in conflict with the public interest and reflects the purpose and intent of the regulations.

k. Other Matters:

Any other matters that may be deemed appropriate by the city commission, in review and consideration of the proposed redistricting.

The request is the assignment of a design district to an annexation parcel, not redistricting. The City's Land Development Regulations are a form-based code. The Design District designations define the development form, but not the types of land use, densities, intensities, or required open space. The districts, therefore, must be consistent and follow the urban, suburban, and rural transects. This request assigns a Suburban Neighborhood design district designation to an annexation parcel, which is consistent with the existing transect.

Applicable Policies and Codes

1. Resolution Number 87-34

Joint Planning Area Agreement with Lake County: "The City and the County agree that the unincorporated areas adjacent to the City might be appropriately served by urban services provided by the City, and might therefore be annexed into the City in accordance with State law..... The City agrees to annex property in accordance with State law and provide adequate urban services and facilities to serve those areas within the Joint Planning Area."

2. Florida Statutes Chapter 171.044: Voluntary Annexation:

- a. "The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality."
- b. "Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves."

3. Comprehensive Plan – Suburban Residential (SR)

This designation is provided to accommodate the majority of residential development within the City.

General Range of Uses: This designation is intended to provide for a mix of single-family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be

permitted through the PUD process. Public and utility services and facilities that are acres or less in size are also permitted.

Maximum Density/Intensity: Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre. The maximum density may be exceeded through an affordable housing density bonus as provided in the Special Provisions below.

Special Provisions:

- (1) Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density in the Suburban Residential (SR) classification where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent. A density bonus may also be allowed for energy conservation or green certification as provided for in the LDRs. The combined density bonus for affordable housing and energy conservation/green certification is limited to a total increase of 15%.
- (2) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:
 - a. all such housing is attached to foundations as in the case of conventional site-built construction; and
 - b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.
- (3) Developments within the Wekiva Protection Overlay that include longleaf pine, sandhill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.
4. Land Development Regulations Section 109-3 (Table 1) and Section 109-2.6: Suburban Residential land use has a maximum density of 5 units to one acre. The Suburban Residential designation is intended to regulate the character and scale of allowed uses so as to minimize their impacts on adjacent roadways and promote their compatibility with adjacent or nearby land uses.

Recommended Action:

Development Services recommends approval of Ordinance Numbers 23-27, 23-28, and 23-29.

Policy Implications:

None

Alternatives:

1. Approve Ordinance Numbers 23-27 (Annexation), 23-28 (Comp. Plan Amendment), and 23-29 (Design District Designation).
2. Deny Ordinance Number 23-27, and Ordinance Numbers 23-19, and 23-20 become void as the City does not have jurisdiction.

Budget/Staff Impact:

There would be no direct costs to the City beyond the normal City services. There would be no additional staff time beyond the normal review process.

Prepared By:

Jeff Richardson, AICP, Deputy Development Services Director

Reviewed By:

Mike Lane, AICP, Development Services Director

ORDINANCE NUMBER 23-27

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 2.61 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1212685, 3948085, 3948086, 3948087, 3948088, and 3948089 GENERALLY LOCATED ON ORANGE AVENUE, WEST OF BEACH DRIVE.

WHEREAS, Tree Frog, LLC, as the legal owners of record, have made an application for voluntary annexation of approximately 2.61 acres of real property located on Orange Avenue just west of the unimproved portion of Beach Drive, more particularly described as:

Parcel Alternate Keys: 1212685, 3948085, 3948086, 3948087, 3948088, and 3948089

Parcel Identification Numbers: 26-18-26-0004-000-03301, 26-18-26-0004-000-08500, 26-18-26-0004-000-08600, 26-18-26-0004-000-08700, 26-18-26-0004-000-08800, and 26-18-26-0004-000-08900

Legal Description:

Parcel 1:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTH EAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 THENCE RUN NORTH 01-39-00 EAST 190 FEET FOR POINT OF BEGINNING, THENCE RUN SOUTH 89-45-22 WEST 214.62 FEET, NORTH 03-16-28 EAST 158.14 FEET, NORTH 30-32-14 EAST 434.75 FEET, SOUTH 01-39-00 WEST TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 2:

FROM THE SOUTHEAST CONER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA THE SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN SOUTH 89-49-20 WEST ALONG WOUTH LINE OF THE FURZE TRACT 159.89 FEET FOR POINT OF BEGINNING, THENCE CONTINUE SOUTH 89-49-20 WEST 60.11 FEET, NORTH 03-16-28 EAST 190 FEET, NORTH 89-45-22 EAST 60.11 FEET, SOUTH 03-16-28 EAST 190.07 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 3:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN SOUTH 89-49-20 WEST ALONG SOUTH LINE OF THE FURZE TRACT 100 FEET FOR POINT OF BEGINNING, THENCE CONTINUE SOUTH 89-49-20 WEST 59.89 FEET, NORTH 03-16-28 EAST 129.94 FEET, NORTH 89-44-11 EAST 60.11 FEET, SOUTH 03-22-13 WEST 130.04 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 4:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 FOR POINT OF BEGINNING, RUN SOUTH 89-49-20 WEST 100 FEET, NORTH 03-22-13 EAST 69.80 FEET, NORTH 89-38-44 EST 97.91 FEET TO THE EAST LINE OF THE FURZE TRACT, SOUTH 01-39-00 WEST 70 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 5:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN NORTH 01-39-00 EAST 70 FEET FOR POINT OF BEGINNING, RUN SOUTH 89-38-44 WEST 97.91 FEET, NORTH 03-22-13 EAST 60.24 FEET, NORTH 89-44-11 EAST 96.10 FEET TO THE EAST LINE OF THE FURZE TRACT, SOUTH 01-39-00 WEST 60 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 6:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN NORTH 01-39-00 EAST 130 FEET FOR POINT OF BEGINNING, THENCE SOUTH 89-44-11 WEST 156.21 FEET, NORTH 03-16-28 EAST 60.13 FEET, NORTH 89-45-22 EAST 154.51 FEET TO THE EAST LINE OF THE FURZE TRACT, SOUTH 01-39-00 WEST 60 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

(The foregoing legal descriptions were copied directly from Lake County Property Appraiser records submitted by the applicant and has not been verified for accuracy); and

WHEREAS, the subject property is reasonably compact and contiguous and continues the incorporation of enclave properties; and

WHEREAS, the annexation of this property will not result in the creation of enclaves; and

WHEREAS, the subject property is located within the City of Eustis Planning Area, and water service is available to the property; and

WHEREAS, on November 2, 2023, the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on November 16, 2023, the City Commission held the 2nd Public Hearing to consider the voluntary annexation of the property contained herein

NOW, THEREFORE, THE COMMISSION OF THE CITY OF EUSTIS HEREBY ORDAINS:

SECTION 1.

That pursuant to, and under the authority of, Florida Statute 171.044, the City of Eustis, Lake County, Florida, does hereby annex and amend the municipal boundaries to include approximately 2.61 acres of real property, as described above.

A map depicting the location of the annexed property described above is attached hereto as Exhibit "A".

SECTION 2.

That the Director of Development Services shall be authorized to amend the City of Eustis Boundary Map to incorporate the change described in Section 1.

SECTION 3.

That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4.

That upon final passage and adoption, the City Clerk is hereby directed to file a copy hereof with the Clerk of the Circuit Court, the County Manager for Lake County, Florida, and the Department of State for the State of Florida within 7 days after the adoption of such ordinances.

SECTION 5.

That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

SECTION 6.

That this Ordinance shall become effective upon passing.

SECTION 7.

That the property annexed in this Ordinance is subject to the Future Land Use Element of the Lake County Comprehensive Plan until the City adopts the Comprehensive Plan Amendment to include the annexed parcel in the City Comprehensive Plan.

PASSED, ORDAINED, AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 16th day of November 2023.

**CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA**

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 16th day of November 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial No:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for the use and reliance of the Eustis City Commission but I have not performed an independent title examination as to the accuracy of the legal description.

City Attorney's Office Date

CERTIFICATE OF POSTING

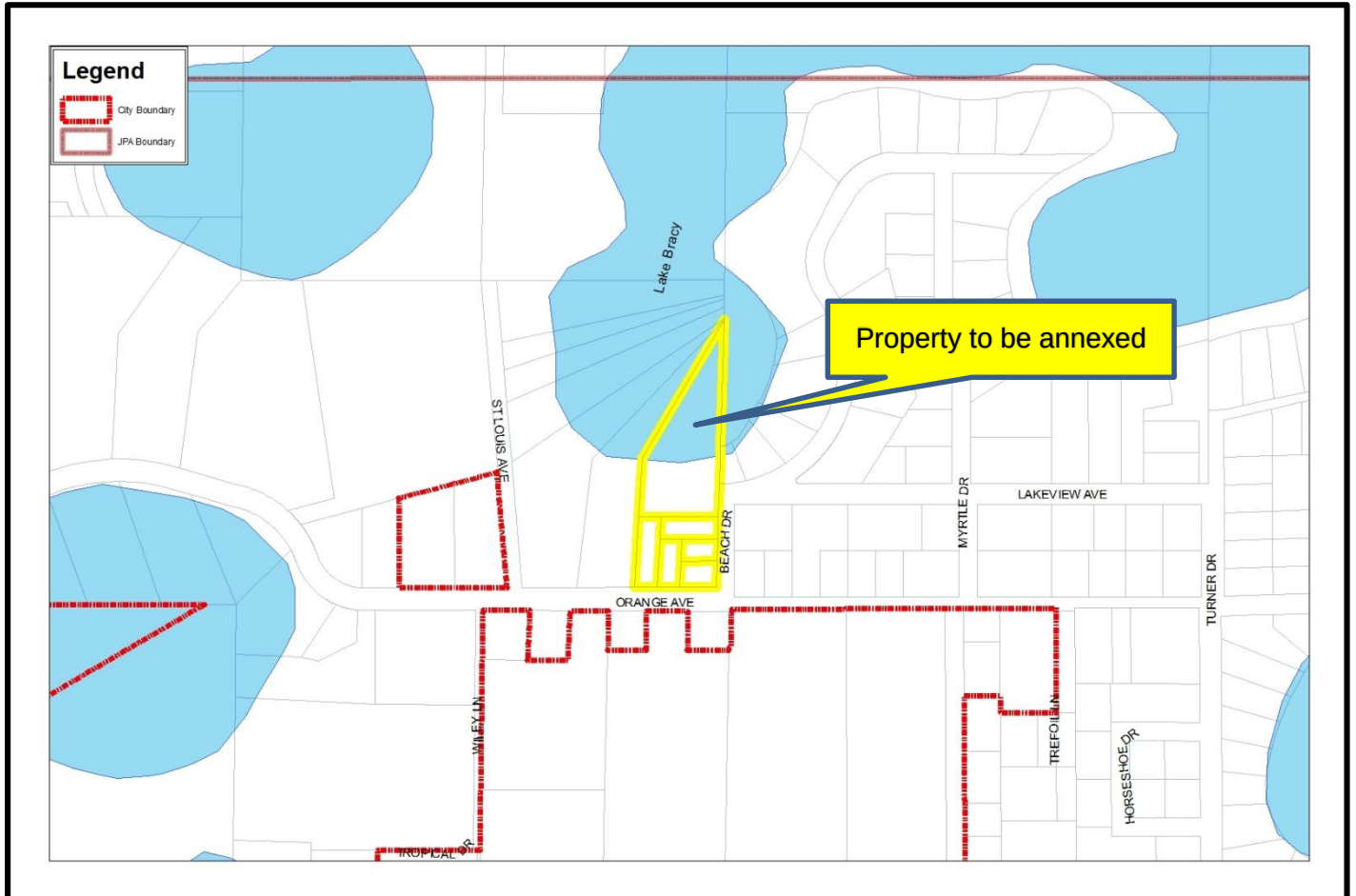
The foregoing Ordinance Number 23-27 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

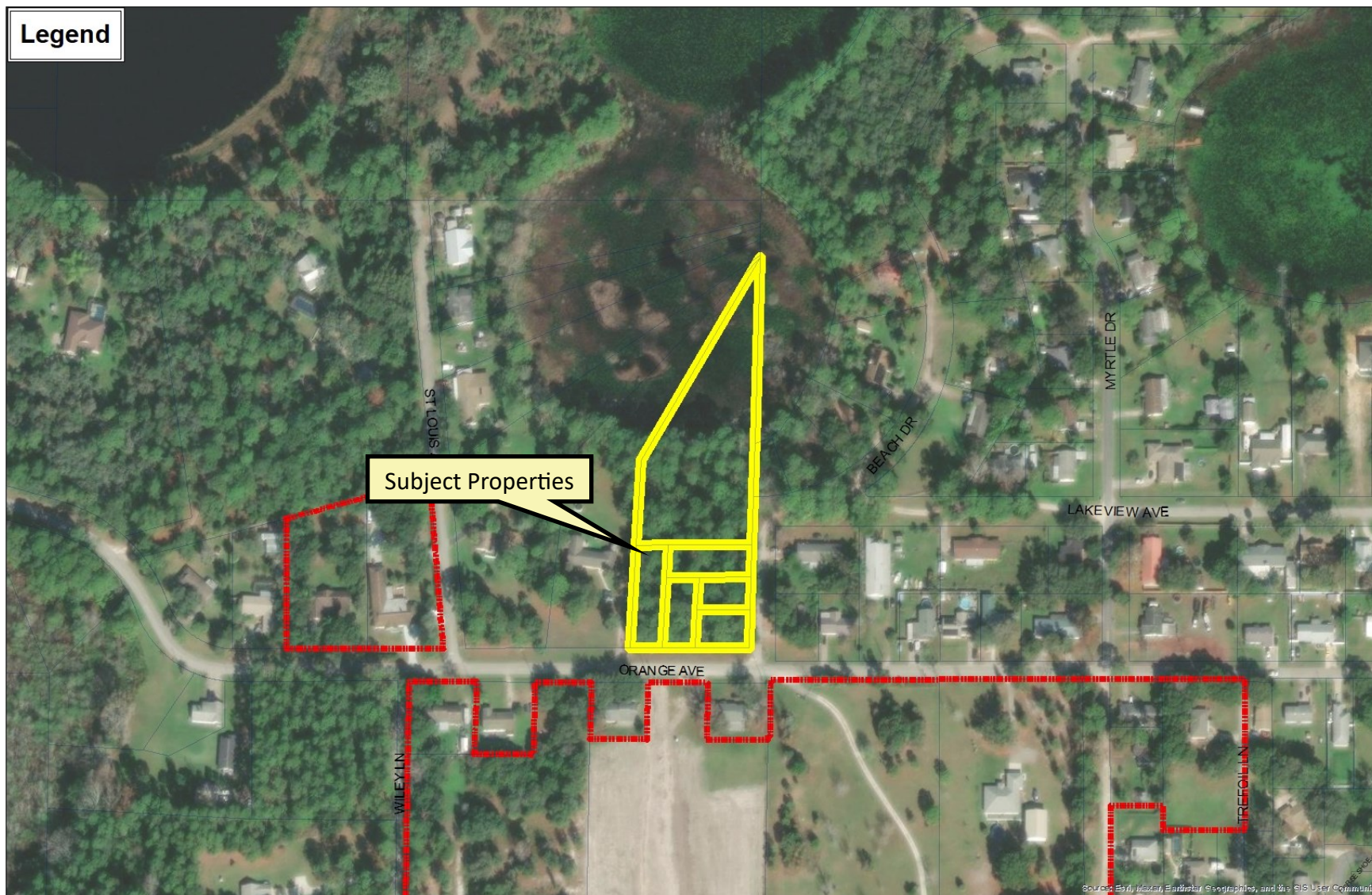
Christine Halloran, City Clerk

Ordinance Number 23-27
Annexation 2023-A-05
Tree Frog, LLC
Page 4 of 5

EXHIBIT "A"

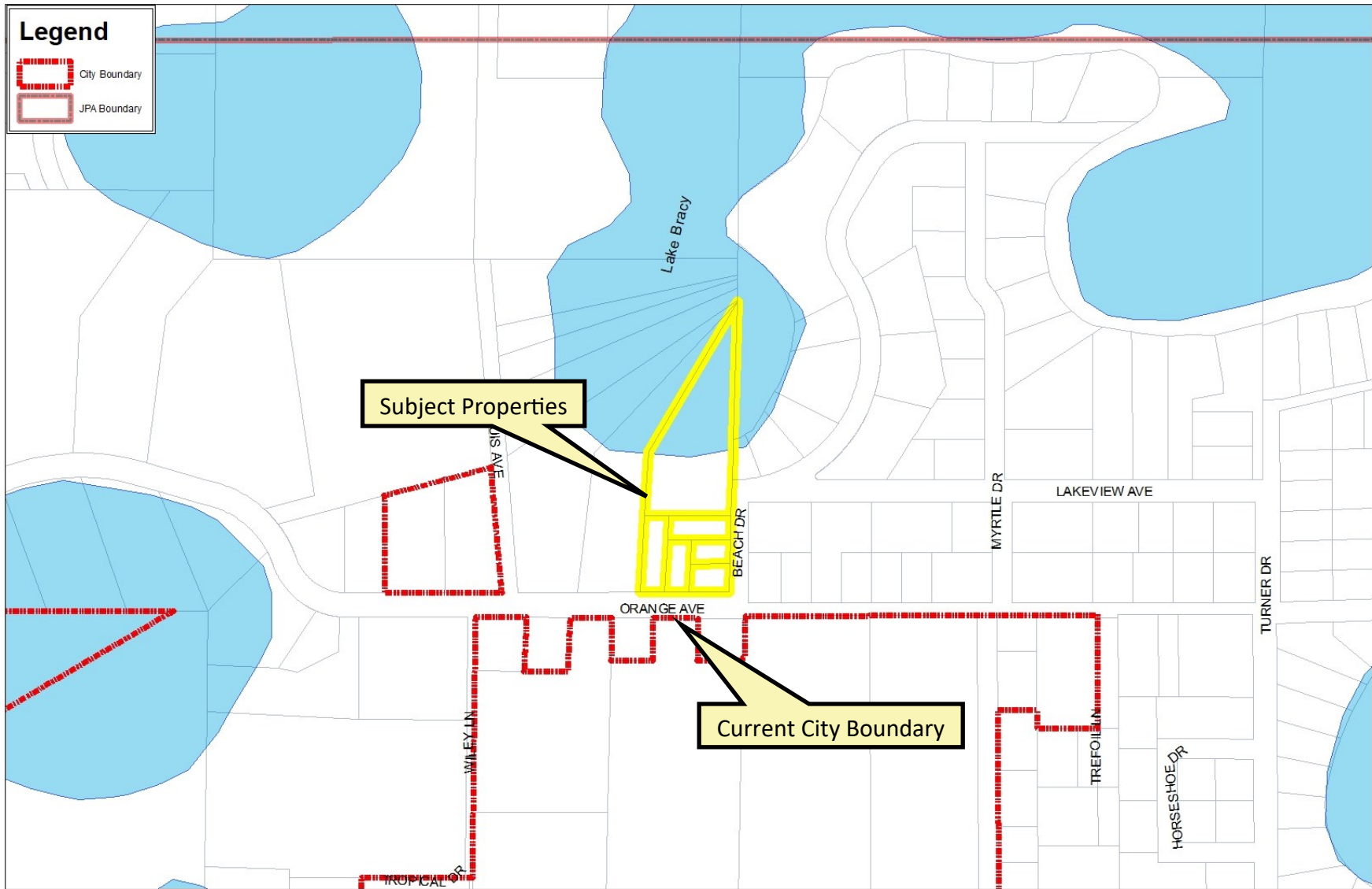
GENERAL LOCATION MAP





Tree Frog, LLC
Aerial Location





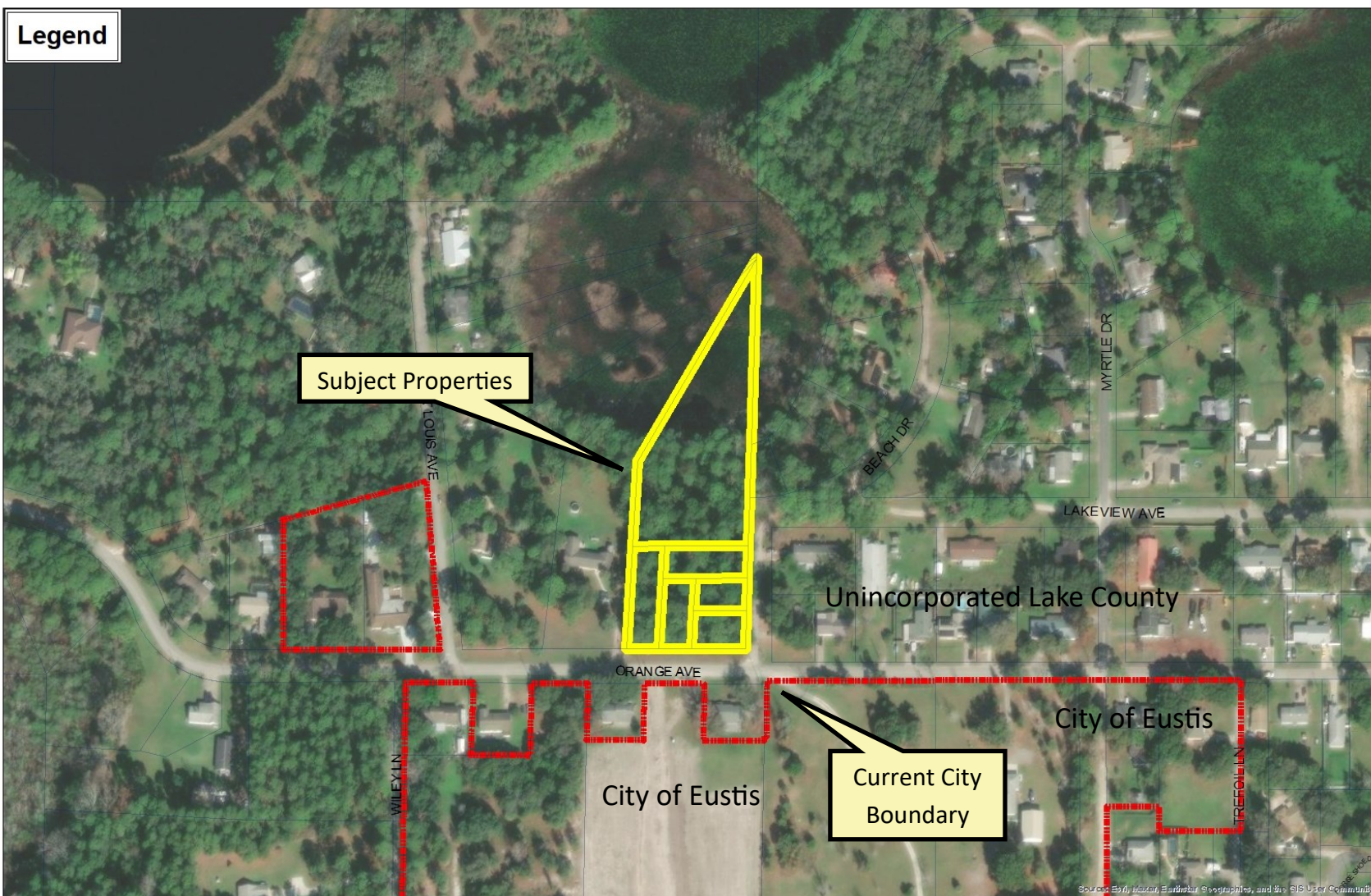
Tree Frog, LLC
Location





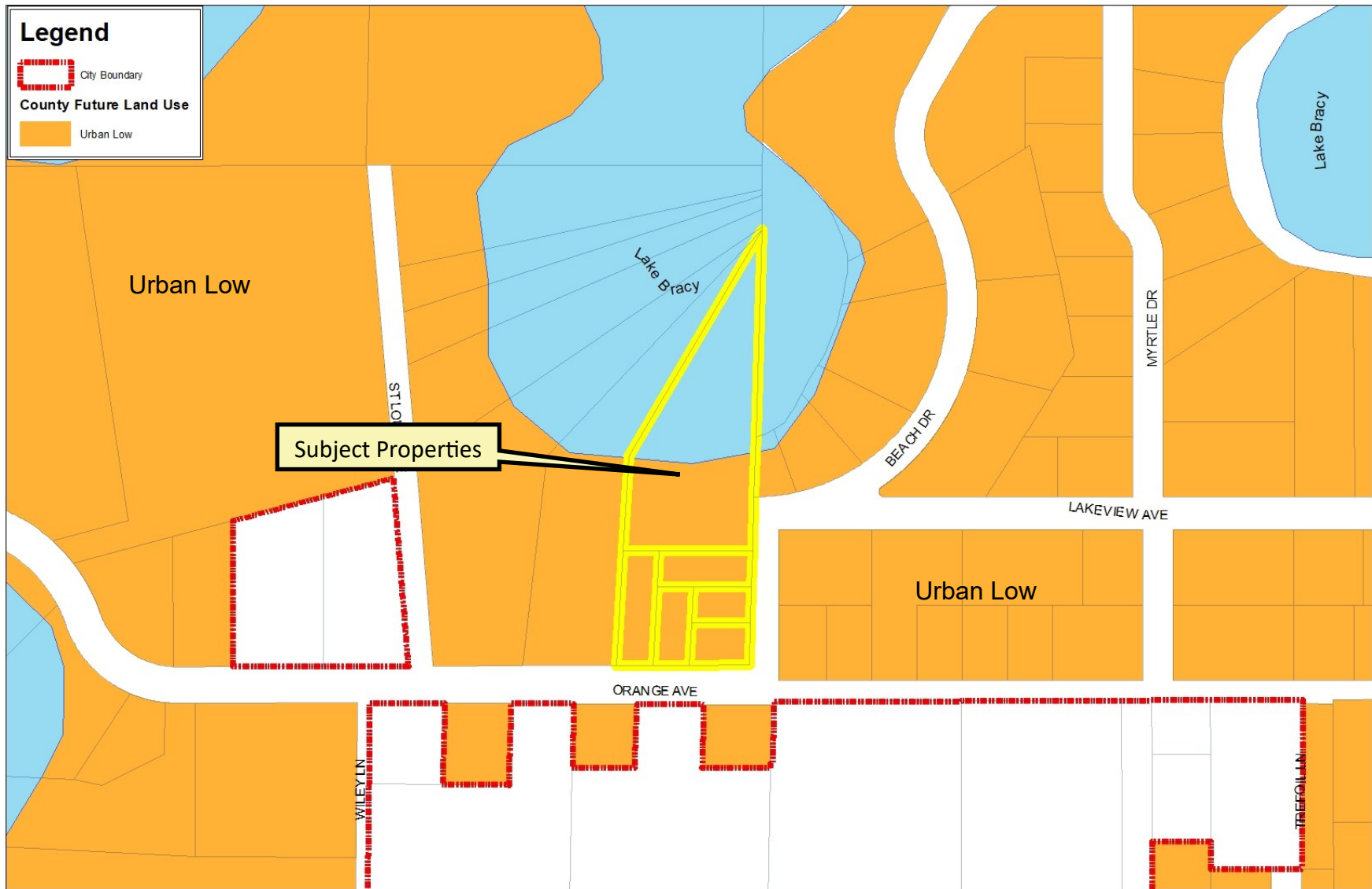
Tree Frog, LLC
Existing Lots





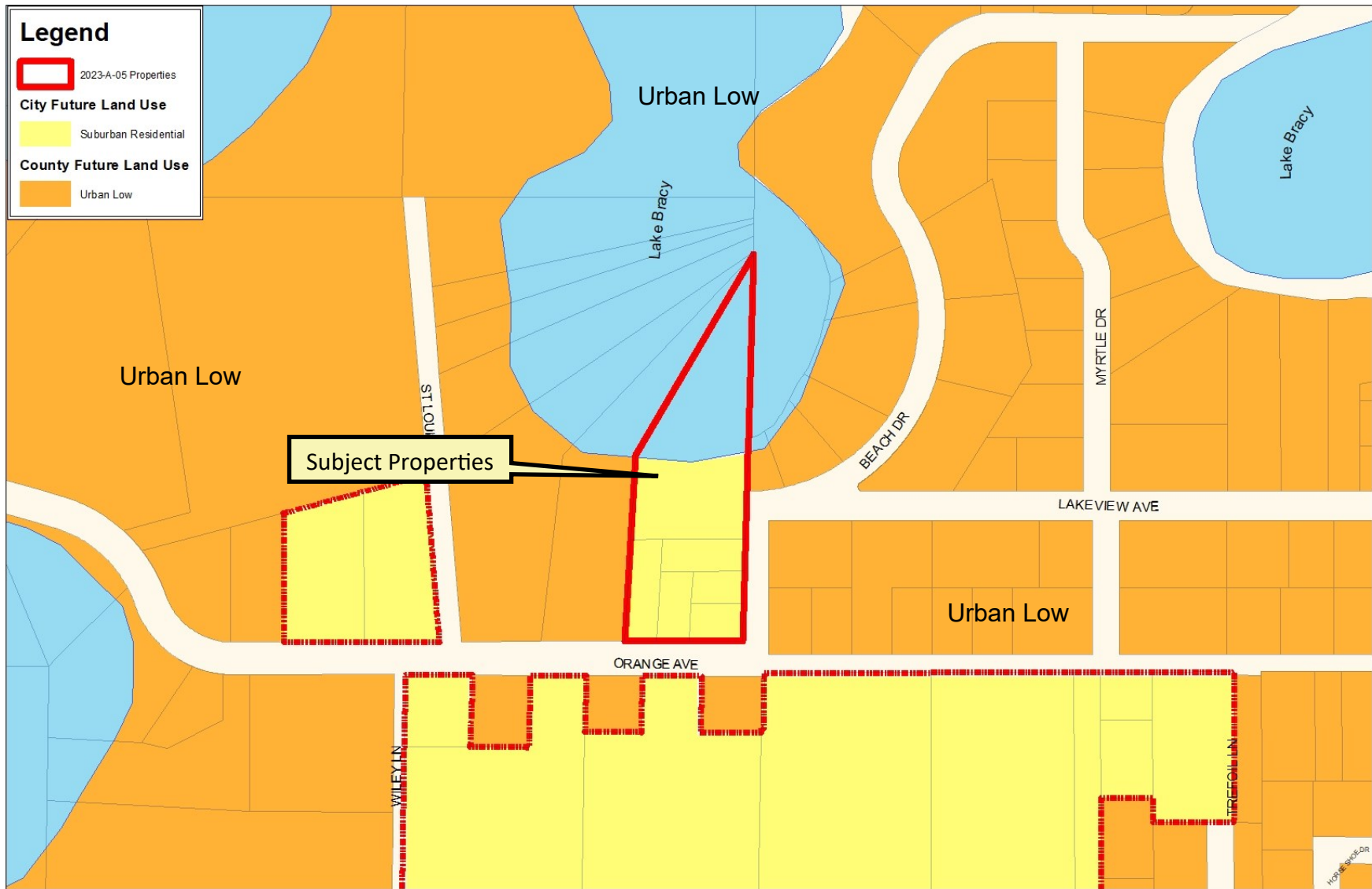
Tree Frog, LLC Municipal Boundaries





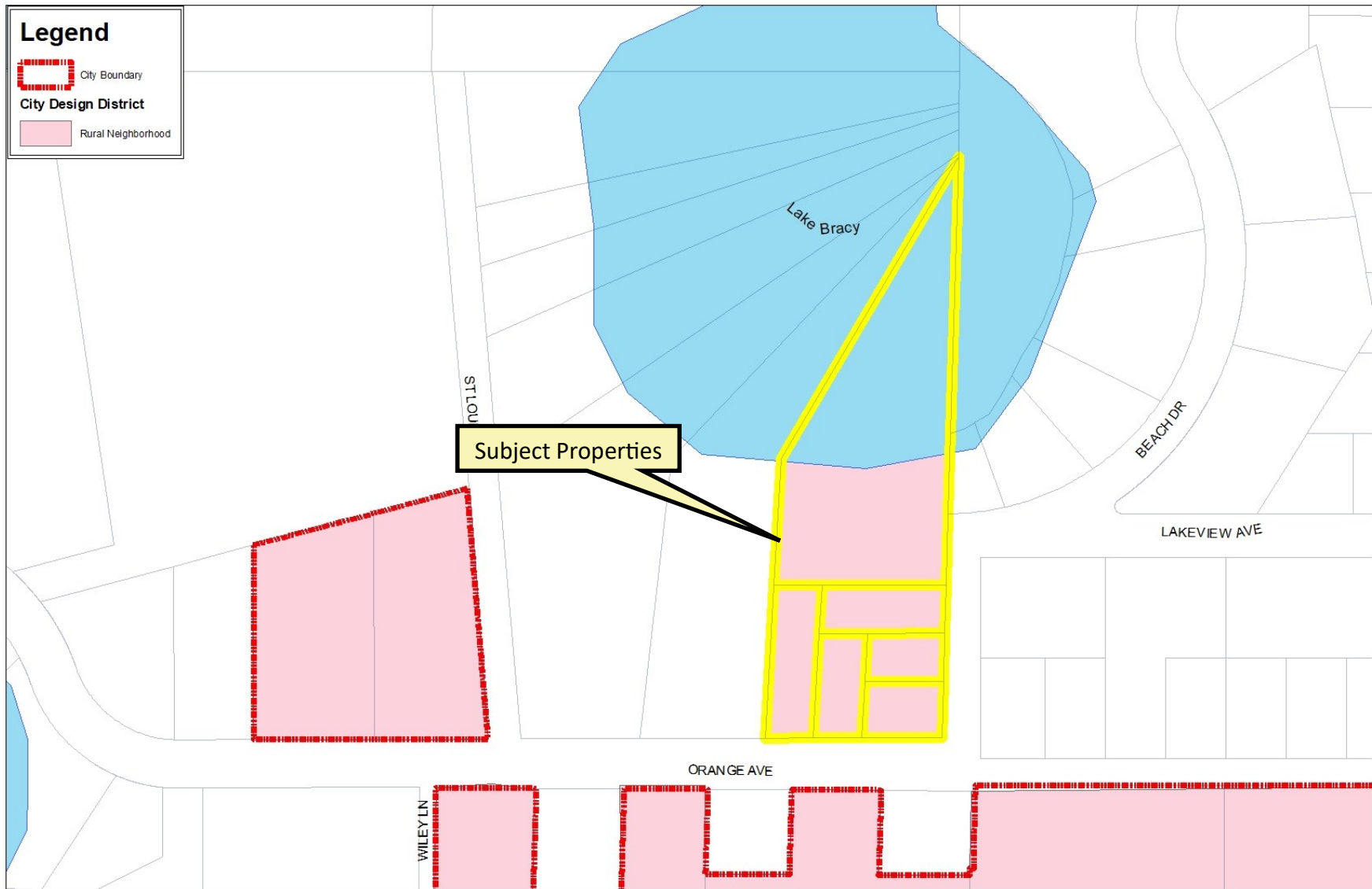
Tree Frog, LLC
Future Land Use (Current)





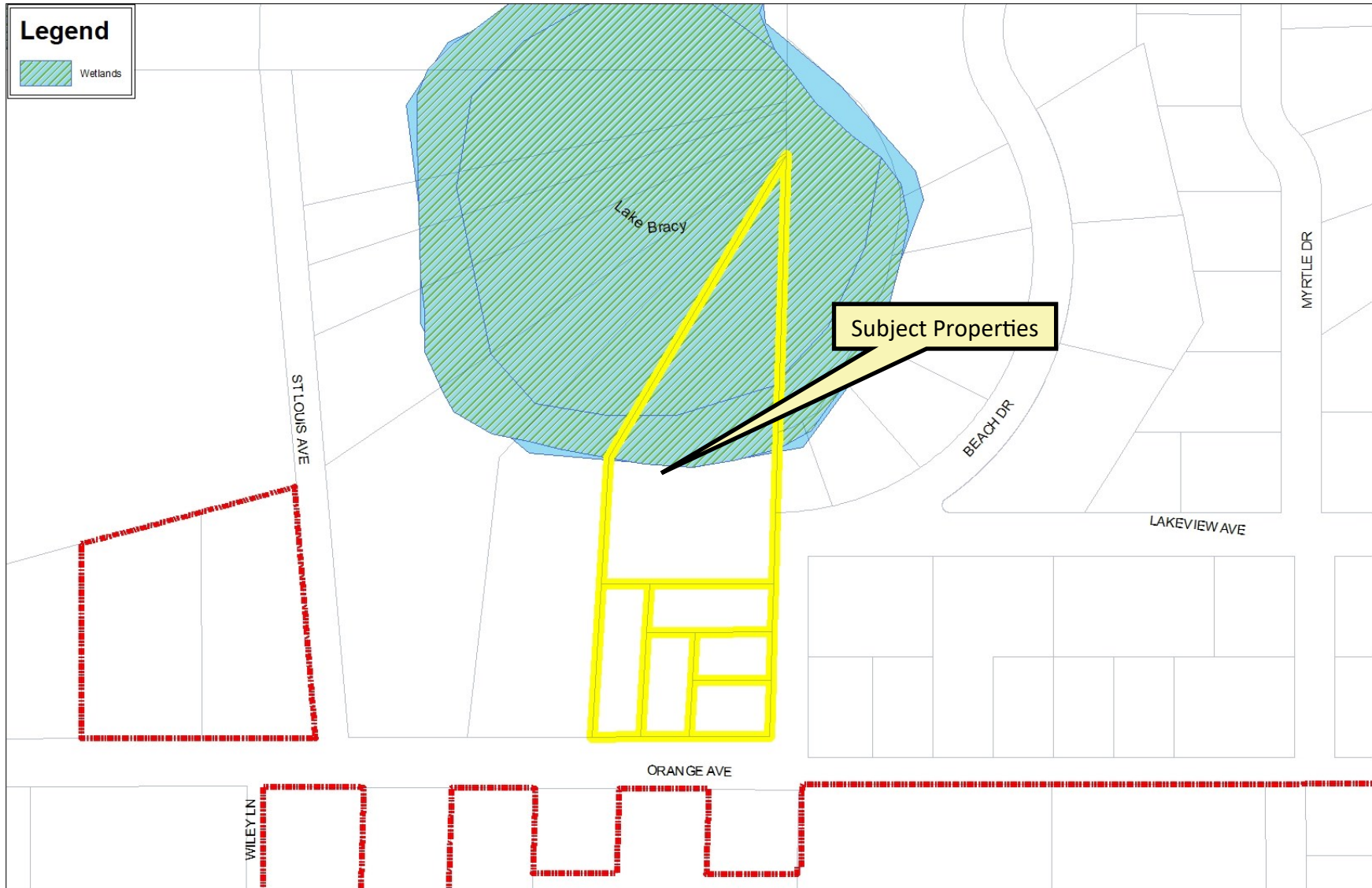
Tree Frog, LLC Future Land Use (Proposed)





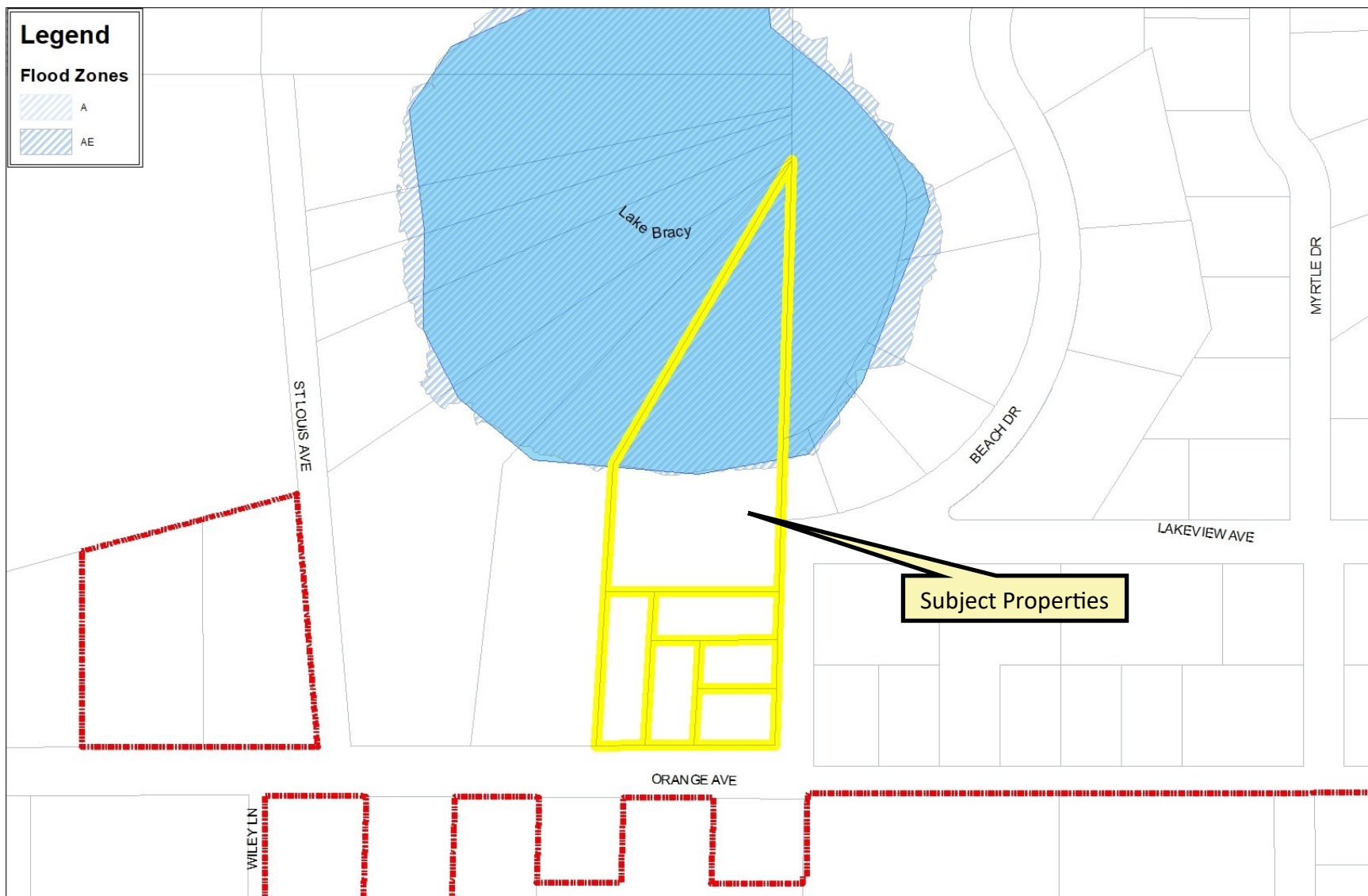
Tree Frog, LLC
Design District





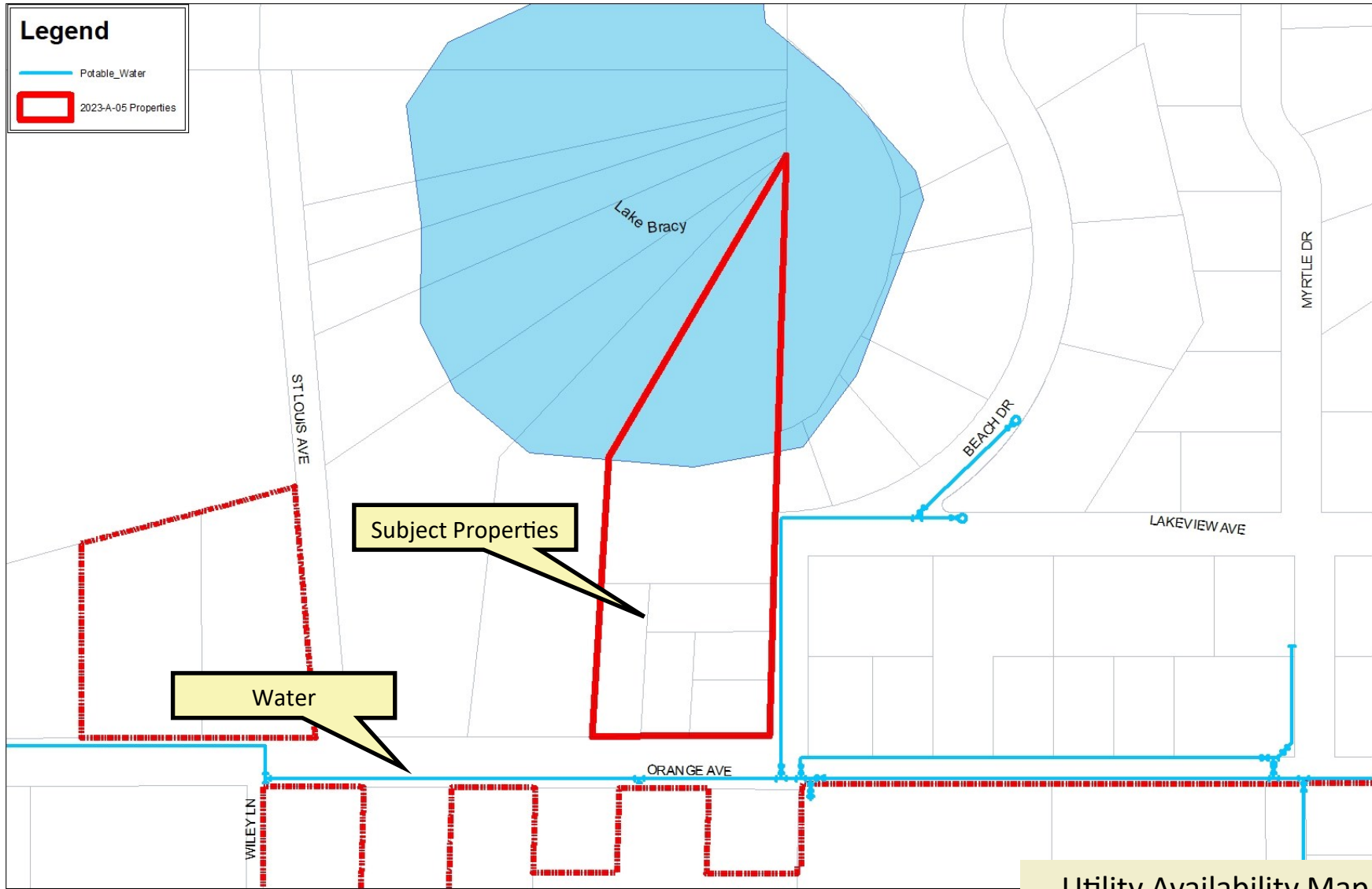
Tree Frog, LLC Wetland / Flood Zone Map





Eichelberger (Novack and Sons, Inc)
 Wetland / Flood Zone Map



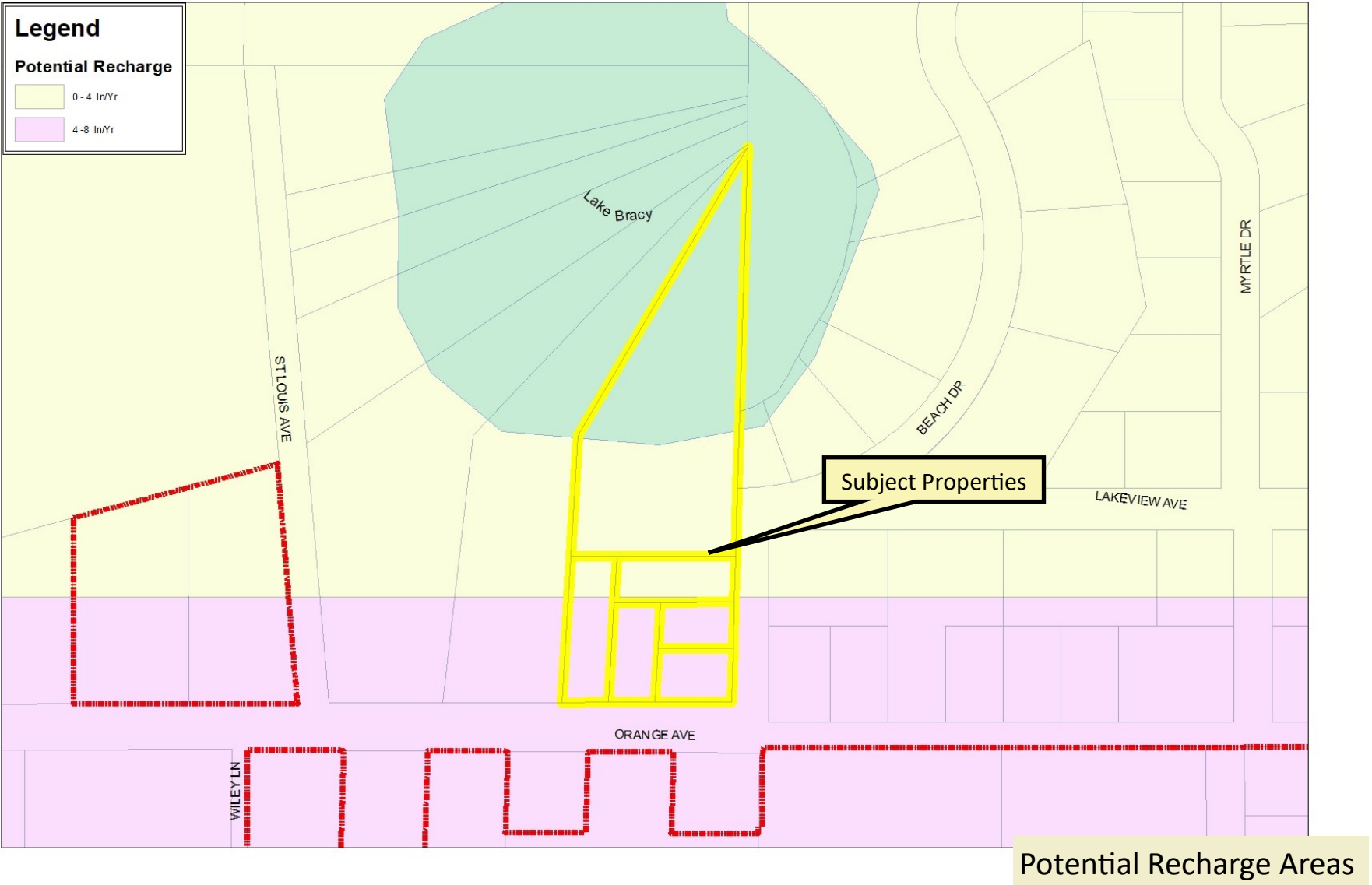


Utility Availability Map



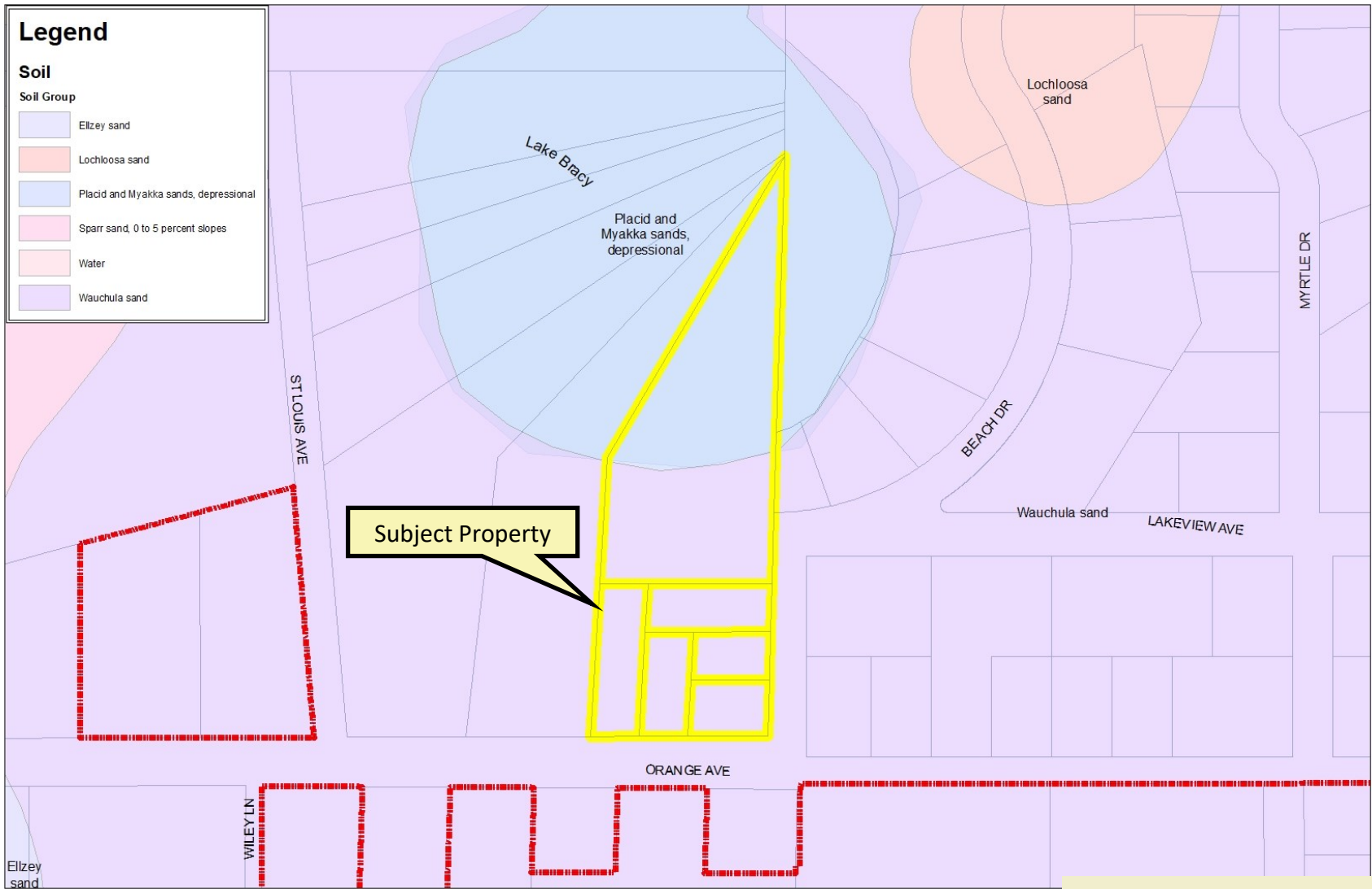
Tree Frog, LLC
Sewer and Reuse





Tree Frog, LLC
Potential Recharge





USGS Soils Survey Map



Tree Frog, LLC
USGS Soils Survey Map



ORDINANCE NUMBER 23-28

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO 163.3187 F.S.; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 2.61 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBERS 1212685, 3948085, 3948086, 3948087, 3948088, and 3948089 GENERALLY LOCATED ON ORANGE AVENUE, WEST OF BEACH DRIVE, FROM URBAN LOW IN LAKE COUNTY TO SUBURBAN RESIDENTIAL IN THE CITY OF EUSTIS.

WHEREAS, on November 4, 2010, the Eustis City Commission adopted the City of Eustis Comprehensive Plan 2010-2035 through Ordinance Number 10-11; and

WHEREAS, the State of Florida Department of Community Affairs found the City of Eustis Comprehensive Plan 2010-2035 In Compliance pursuant to Sections 163.3184, 163.3187, and 163.3189 Florida Statutes; and

WHEREAS, the City of Eustis periodically amends its Comprehensive Plan, in accordance with Chapters 163.3187 and 163.3191, Florida Statutes; and

WHEREAS, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on approximately 2.61 acres of real property located on Orange Avenue east of unimproved portion of Beach (Alternate Key Numbers: 1212685, 3948085, 3948086, 3948087, 3948088, and 3948089), and more particularly described herein as Exhibit "A"; and

WHEREAS, on November 2, 2023, the Local Planning Agency held a Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in the designation; and

WHEREAS, on November 2, 2023, the City Commission held the 1st Adoption Public Hearing to accept the Local Planning Agency's recommendation to adopt the Small-Scale Future Land Use Amendment contained herein; and

WHEREAS, on November 16, 2023, the City Commission held the 2nd Adoption Public Hearing to consider the adoption of the Small-Scale Future Land Use Amendment contained herein as Exhibit "B";

NOW, THEREFORE, THE COMMISSION OF THE CITY OF EUSTIS HEREBY ORDAINS:

SECTION 1.

Land Use Designation: That the Future Land Use Designation of the real property as described below shall be changed from Urban Low in Lake County to Suburban Residential (SR) within the City of Eustis:

Parcel Alternate Keys: : 1212685, 3948085, 3948086, 3948087, 3948088, and 3948089

Parcel Identification Numbers: 26-18-26-0004-000-03301, 26-18-26-0004-000-08500, 26-18-26-0004-000-08600, 26-18-26-0004-000-08700, 26-18-26-0004-000-08800, and 26-18-26-0004-000-08900

Legal Description:

Parcel 1:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTH EAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 THENCE RUN NORTH 01-39-00 EAST 190 FEET FOR POINT OF BEGINNING, THENCE RUN SOUTH 89-45-22 WEST 214.62 FEET, NORTH 03-16-28 EAST 158.14 FEET, NORTH 30-32-14 EAST 434.75 FEET, SOUTH 01-39-00 WEST TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 2:

FROM THE SOUTHEAST CONER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA THE SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN SOUTH 89-49-20 WEST ALONG WOUTH LINE OF THE FURZE TRACT 159.89 FEET FOR POINT OF BEGINNING, THENCE CONTINUE SOUTH 89-49-20 WEST 60.11 FEET, NORTH 03-16-28 EAST 190 FEET, NORTH 89-45-22 EAST 60.11 FEET, SOUTH 03-16-28 EAST 190.07 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 3:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN SOUTH 89-49-20 WEST ALONG SOUTH LINE OF THE FURZE TRACT 100 FEET FOR POINT OF BEGINNING, THENCE CONTINUE SOUTH 89-49-20 WEST 59.89 FEET, NORTH 03-16-28 EAST 129.94 FEET, NORTH 89-44-11 EAST 60.11 FEET, SOUTH 03-22-13 WEST 130.04 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 4:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 FOR POINT OF BEGINNING, RUN SOUTH 89-49-20 WEST 100 FEET, NORTH 03-22-13 EAST 69.80 FEET, NORTH 89-38-44 EST 97.91 FEET TO THE EAST LINE OF THE FURZE TRACT, SOUTH 01-39-00 WEST 70 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 5:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN NORTH 01-39-00 EAST 70 FEET FOR POINT OF BEGINNING, RUN SOUTH 89-38-44 WEST 97.91 FEET, NORTH 03-22-13 EAST 60.24 FEET, NORTH 89-44-11 EAST 96.10 FEET TO THE EAST LINE OF THE FURZE TRACT, SOUTH 01-39-00 WEST 60 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 6:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN NORTH 01-39-00 EAST 130 FEET FOR POINT OF BEGINNING, THENCE SOUTH 89-44-11 WEST 156.21 FEET, NORTH 03-16-28 EAST 60.13 FEET, NORTH 89-45-22 EAST 154.51 FEET TO

THE EAST LINE OF THE FURZE TRACT, SOUTH 01-39-00 WEST 60 FEET TO THE POINT OF BEGINNING
ORB 6127 PG 2419

(The foregoing legal descriptions were copied directly from Lake County Property Appraiser records submitted by the applicant and has not been verified for accuracy); and

SECTION 2.

Map Amendment and Notification: That the Director of Development Services shall be authorized to amend the Future Land Use Map of the Comprehensive Plan to incorporate the change described in Section 1 and provide appropriate notification in accordance with Florida Statutes.

SECTION 3.

Conflict: That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4.

Severability: That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

SECTION 5.

Effective Date: The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Commerce notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Commerce or the Administration Commission enters a final order determining this adopted amendment to be compliant. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Commerce.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 16th day of November, 2023.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 16th day of November 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida

My Commission Expires:

Notary Serial No:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for the use and reliance of the Eustis City Commission.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 23-28 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT "A"**LEGAL DESCRIPTION:****Parcel 1:**

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTH EAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 THENCE RUN NORTH 01-39-00 EAST 190 FEET FOR POINT OF BEGINNING, THENCE RUN SOUTH 89-45-22 WEST 214.62 FEET, NORTH 03-16-28 EAST 158.14 FEET, NORTH 30-32-14 EAST 434.75 FEET, SOUTH 01-39-00 WEST TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 2:

FROM THE SOUTHEAST CONER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA THE SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN SOUTH 89-49-20 WEST ALONG WOUTH LINE OF THE FURZE TRACT 159.89 FEET FOR POINT OF BEGINNING, THENCE CONTINUE SOUTH 89-49-20 WEST 60.11 FEET, NORTH 03-16-28 EAST 190 FEET, NORTH 89-45-22 EAST 60.11 FEET, SOUTH 03-16-28 EAST 190.07 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 3:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN SOUTH 89-49-20 WEST ALONG SOUTH LINE OF THE FURZE TRACT 100 FEET FOR POINT OF BEGINNING, THENCE CONTINUE SOUTH 89-49-20 WEST 59.89 FEET, NORTH 03-16-28 EAST 129.94 FEET, NORTH 89-44-11 EAST 60.11 FEET, SOUTH 03-22-13 WEST 130.04 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 4:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 FOR POINT OF BEGINNING, RUN SOUTH 89-49-20 WEST 100 FEET, NORTH 03-22-13 EAST 69.80 FEET, NORTH 89-38-44 EST 97.91 FEET TO THE EAST LINE OF THE FURZE TRACT, SOUTH 01-39-00 WEST 70 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 5:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN NORTH 01-39-00 EAST 70 FEET FOR POINT OF BEGINNING, RUN SOUTH 89-38-44 WEST 97.91 FEET, NORTH 03-22-13 EAST 60.24 FEET, NORTH 89-44-11 EAST 96.10 FEET TO THE EAST

LINE OF THE FURZE TRACT, SOUTH 01-39-00 WEST 60 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 6:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN NORTH 01-39-00 EAST 130 FEET FOR POINT OF BEGINNING, THENCE SOUTH 89-44-11 WEST 156.21 FEET, NORTH 03-16-28 EAST 60.13 FEET, NORTH 89-45-22 EAST 154.51 FEET TO THE EAST LINE OF THE FURZE TRACT, SOUTH 01-39-00 WEST 60 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

(The foregoing legal description was copied directly from Lake County Property Appraiser records submitted by the applicant and has not been verified for accuracy)

EXHIBIT "B"



ORDINANCE NUMBER 23-29

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE RURAL NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 2.61 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBERS 1212685, 3948085, 3948086, 3948087, 3948088, and 3948089 GENERALLY LOCATED ON ORANGE AVENUE, WEST OF BEACH DRIVE

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Rural Neighborhood to approximately 2.61 acres of recently annexed real property further described below, and

WHEREAS, on November 2, 2023, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on November 16, 2023, the City Commission held the 2nd Public Hearing to consider the adoption of the Design District Amendment contained herein;

NOW, THEREFORE, THE COMMISSION OF THE CITY OF EUSTIS, FLORIDA, HEREBY ORDAINS:

Section 1. Design District Designation

That the Design District Designation of the real property described below, and more specifically in Exhibit "A", and shown in Exhibit "B", shall be Rural Neighborhood:

Parcel Alternate Keys: 1212685, 3948085, 3948086, 3948087, 3948088, and 3948089

Parcel Identification Numbers: 26-18-26-0004-000-03301, 26-18-26-0004-000-08500, 26-18-26-0004-000-08600, 26-18-26-0004-000-08700, 26-18-26-0004-000-08800, and 26-18-26-0004-000-08900

Legal Description:

Parcel 1:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTH EAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 THENCE RUN NORTH 01-39-00 EAST 190 FEET FOR POINT OF BEGINNING, THENCE RUN SOUTH 89-45-22 WEST 214.62 FEET, NORTH 03-16-28 EAST 158.14 FEET, NORTH 30-32-14 EAST 434.75 FEET, SOUTH 01-39-00 WEST TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 2:

FROM THE SOUTHEAST CONER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA THE SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN SOUTH 89-49-20 WEST ALONG WOUTH LINE OF THE FURZE TRACT 159.89 FEET FOR POINT OF BEGINNING, THENCE CONTINUE SOUTH 89-49-20 WEST 60.11 FEET, NORTH 03-16-28 EAST 190 FEET, NORTH 89-45-22 EAST 60.11 FEET, SOUTH 03-16-28 EAST 190.07 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 3:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN SOUTH 89-49-20 WEST ALONG SOUTH LINE OF THE FURZE TRACT 100 FEET FOR POINT OF BEGINNING, THENCE CONTINUE SOUTH 89-49-20 WEST 59.89 FEET, NORTH 03-16-28 EAST 129.94 FEET, NORTH 89-44-11 EAST 60.11 FEET, SOUTH 03-22-13 WEST 130.04 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 4:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 FOR POINT OF BEGINNING, RUN SOUTH 89-49-20 WEST 100 FEET, NORTH 03-22-13 EAST 69.80 FEET, NORTH 89-38-44 EST 97.91 FEET TO THE EAST LINE OF THE FURZE TRACT, SOUTH 01-39-00 WEST 70 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 5:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN NORTH 01-39-00 EAST 70 FEET FOR POINT OF BEGINNING, RUN SOUTH 89-38-44 WEST 97.91 FEET, NORTH 03-22-13 EAST 60.24 FEET, NORTH 89-44-11 EAST 96.10 FEET TO THE EAST LINE OF THE FURZE TRACT, SOUTH 01-39-00 WEST 60 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

Parcel 6:

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN NORTH 01-39-00 EAST 130 FEET FOR POINT OF BEGINNING, THENCE SOUTH 89-44-11 WEST 156.21 FEET, NORTH 03-16-28 EAST 60.13 FEET, NORTH 89-45-22 EAST 154.51 FEET TO THE EAST LINE OF THE FURZE TRACT, SOUTH 01-39-00 WEST 60 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

(The foregoing legal description was copied directly from Lake County Property Appraiser records submitted by the applicant and has not been verified for accuracy); and

Section 2. Map Amendment

That the Director of Development Services shall be authorized to amend the Design District Map to incorporate the change described in Section 1.

Section 3. Conflict

That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4. Severability

That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 5. Effective Date

That this Ordinance shall become effective upon the annexation of the subject property through approval of Ordinance Number 23-27.

PASSED, ORDAINED, AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 16th day of November 2023.

**CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA**

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 16th day of November, 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial No:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for the use and reliance of the Eustis City Commission.

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 23-29 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT "A"**LEGAL DESCRIPTION:****Parcel 1:**

FROM THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA SOUTH EAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 THENCE RUN NORTH 01-39-00 EAST 190 FEET FOR POINT OF BEGINNING, THENCE RUN SOUTH 89-45-22 WEST 214.62 FEET, NORTH 03-16-28 EAST 158.14 FEET, NORTH 30-32-14 EAST 434.75 FEET, SOUTH 01-39-00 WEST TO THE POINT OF BEGINNING ORB 6127 PG 2419

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FROM THE SOUTHEAST CONER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26 TOWNSHIP 18 SOUTH RANGE 26 EAST RUN NORTH 30 FEET, AKA THE SOUTHEAST CORNER OF THE FURZE TRACT IN PB 12 PG 87 RUN SOUTH 89-49-20 WEST ALONG WOUTH LINE OF THE FURZE TRACT 159.89 FEET FOR POINT OF BEGINNING, THENCE CONTINUE SOUTH 89-49-20 WEST 60.11 FEET, NORTH 03-16-28 EAST 190 FEET, NORTH 89-45-22 EAST 60.11 FEET, SOUTH 03-16-28 EAST 190.07 FEET TO THE POINT OF BEGINNING ORB 6127 PG 2419

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(The foregoing legal description was copied directly from Lake County Property Appraiser records submitted by the applicant and has not been verified for accuracy)

EXHIBIT "B"

