



AGENDA

Regular City Commission Meeting

6:00 PM - Thursday, April 7, 2022 - City Hall

INVOCATION

PLEDGE OF ALLEGIANCE: COMMISSIONER COBB

CALL TO ORDER

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE
2. APPROVAL OF MINUTES
 - 2.1 August 26, 2021 - City Commission Workshop
[Staff Report #22-0084 - Html](#)
[08-26-2021 CC Workshop MIN](#)
3. PRESENTATIONS
 - 3.1 Acceptance of the Comprehensive Annual Financial Report (CAFR) for the year ended September 30, 2021
[Staff Report #22-0069 - Html](#)
[Staff Report - Acceptance of CAFR FY 2021](#)
4. APPOINTMENTS
 - 4.1 Reappointment to Eustis Housing Authority - Ronnie Buggs
[Staff Report #22-0079 - Html](#)
[Buggs Request for Reappt rcvd 12-16-2021](#)
[EHA Member Roster as of 4-1-2022](#)
 - 4.2 Reappointment to Code Enforcement Board - Bradley Shelley
[Staff Report #22-0080 - Html](#)
[Shelley Request to be Reappointed rcvd 3-17-2022](#)
[CEB Roster as of 1-6-2022](#)
[Article III - Code Enforcement](#)
 - 4.3 Appointment to Lake County Arts and Cultural Alliance - Pam Rivas
[Staff Report #22-0081 - Html](#)
[Rivas Volunteer Application](#)
[Lake Co Arts & Cultural Alliance Ord 2014-50](#)
5. AUDIENCE TO BE HEARD
6. CONSENT AGENDA
 - 6.1 Resolution Number 22-25: Memorandum of Understanding with Lake County Sheriff's Office allowing Eustis Police Department Officer to participate in City-County Investigations Unit
[Staff Report #22-0086 - Html](#)

[Resolution Number 22-25](#)

7. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

- 7.1 Resolution Number 22-12: Site Plan with Waivers for an Elliano's Coffee Drive-Through Coffee Shop Restaurant

[Staff Report #22-0078 - Html](#)

[Staff Report Resolution Number 22-12 Ellianos Coffee Site Plan w Waivers APRIL 7 CC](#)

[Resolution Number 22-12 Ellianos Coffee Site Plan w Waivers \(1\)](#)

- 7.2 Resolution Number 22-15: Lease agreement with the Eustis Community Alliance for 1128 Clifford Avenue

[Staff Report #22-0077 - Html](#)

[Staff Report - Res. No. 22-15 ECA Lease for 1128 Clifford](#)

[Resolution 22-15 Lease Agreement ECA 1128 Clifford ADA](#)

[LEASE AGREEMENT 1128 Clifford](#)

- 7.3 Resolution Number 22-24: Site Plan with Waivers for Doerfler Manufacturing, Inc, Lot 5, Cobb Commerce Park

[Staff Report #22-0075 - Html](#)

[Staff Report Resolution Number 22-24 Doerfler Manufacturing Site Plan w Waivers APRIL 7 CC](#)

[Resolution Number 22-24 Doerfler Manufacturing \(recommended\)](#)

[Resolution Number 22-24 Doerfler Manufacturing \(alternate\) \(1\)](#)

[Resolution No. 17-73](#)

- 7.4 Second Reading: Explanation of Ordinances for Property located west of County Road 44B (2022-CPLUS-01):

Ordinance Number 22-07 - Voluntary Annexation

Ordinance Number 22-08 - Comprehensive Plan Amendment changing future land use designation

Ordinance Number 22-09 - Design District Assignment

[Staff Report #22-0082 - Html](#)

[Staff Report Ordinance 22-07, 22-08, 22-09 Mosteller Annex FLU DD](#)

[Ordinance 22-07 Annexation](#)

[Ordinance 22-08 FLUM](#)

[Ordinance 22-09 Design District](#)

8. OTHER BUSINESS

- 8.1 City of Eustis support for Lake Economic Area Development (LEAD) Partnership

[Staff Report #22-0076 - Html](#)

[Staff Report - City Support for LEAD](#)

[LEAD Presentation from March 3](#)

- 8.2 Approval of City Manager Employment Agreement

[Staff Report #22-0085 - Html](#)

[Staff Report - City Mgr Employment Agreement](#)

[City Manager Employment Agreement](#)

9. FUTURE AGENDA ITEMS

10. COMMENTS

10.1 City Commission

10.2 City Manager

10.3 City Attorney

10.4 Mayor

11. 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

Staff Report

TO: Eustis City Commission
FROM: Mary Montez, City Clerk
DATE: April 7, 2022
RE: AUGUST 26, 2021 - CITY COMMISSION WORKSHOP

Introduction:

This item is for consideration of the minutes of the August 26, 2021, City Commission Workshop.

Attachments:

[08-26-2021 CC Workshop MIN](#)

Reviewed by:



MINUTES

City Commission Workshop

5:30 PM - Thursday, August 26, 2021 – City Hall

CALL TO ORDER:

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

PRESENT: Commissioner Nan Cobb, Commissioner Willie Hawkins, Vice Mayor Emily Lee, Commissioner Karen LeHeup-Smith and Mayor Michael Holland

1. WORKSHOP ITEM INCLUDING COMMISSION DISCUSSION, PUBLIC INPUT AND COMMISSION DIRECTION

- 1.1 Discussion regarding Resolution Number 21-62: Approving a Eustis Development and Acquisition Agreement for redevelopment of the former Florida Hospital Waterman site and Resolution Number 21-63: Approving a parking facility easement agreement with Waterman Square LLC to support the redevelopment of the former Florida Hospital Waterman site

Mayor Holland opened the meeting and announced that public input would not be allowed during the workshop; however, it would be allowed when it goes before the CRA and Commission at the regular meeting.

Tom Carrino, Economic Development Director, reviewed the history of the project noting that the property has been designated a "catalyst site" in the downtown and CRA master plans. He reported on the RFP issued for sale of the site and explained it was advertised in the Daily Commercial, on Demand Star, on the Florida Redevelopment Association website and mailed out to 50 interested parties. He added that only one response was received from Atrium Management and PRN Real Estate Investments. He then stated that staff reviewed the proposal and held two public meetings with the Atrium team. On February 4, 2021, the CRA Board unanimously authorized staff to negotiate exclusively with the respondents.

Mr. Carrino then reviewed Phase 1 of the proposed project stating it would be on the current surface lot and consist of a five-story mixed use apartment building with approximately 75 apartments and a minimum of 6,000 sq.ft. commercial space on the first floor and a food hall with a minimum of 8,000 sq.ft. He stated Phase 2 would be the lot just south of the Post Office for a parking garage lined with first floor commercial and potential live-work space. He explained that Phase 2 and 3 are basically attached. He stated that Phase 3 would be located on the lot north of City Hall and consist of a five-story mixed-use apartment building with 180 apartments and first floor commercial. He stated that Phase 4 would be the hotel component back on Parcel 1 and consist of a four-story, 60 room, hotel.

Mr. Carrino then provided a breakdown of the estimated project costs by phase as follows: Phase 1 - a little over \$14 million, Phase 2 - a little over \$11 million, Phase

3 - over \$25 million and Phase 4 approximately \$15 million for a total project cost of over \$65.5 million. He noted that more detailed information on the construction costs is available in the response to the RFP. He then reviewed the proposed timeline as follows: 1) 2021 - Approval of agreement, due diligence, entitlements, potentially close on property and move forward with permitting; 2) 2022 - 2023 - Construction and completion of Phase 1; 3) 2024 - Operation and leasing of Phase 1; 4) 2025 - 2026 - Potential closing and construction of Phase 2 and 3; and 5) 2027 - Deadline to close on Phase 2 and 3, commence construction of hotel.

Mr. Carrino explained what is to be accomplished in each phase and the affiliated deadlines. He reviewed the proposed sale of land as follows: 1) Parcel 1 to be transferred at no cost; 2) Developer will provide a performance bond to guarantee construction; 3) Price of Parcels 2 and 3 is set at \$1,500,000 each or \$3,000,000 total. He stated that the developer will pay \$30,000 in non-refundable deposit annually until 2024. He stated that the first \$30,000 is to be paid at the time of signing and indicated that if the developer goes through due diligence for Phase 1 and then does not move forward, the first \$30,000 is refundable. If the developer does move forward then all of the future deposits are non-refundable. He added that the deposit goes up to \$50,000 annually from 2025 to 2027.

Mr. Carrino then reviewed the requested incentives as follows: 1) Parcel 1 transferred to the developer at no cost; 2) Developer will get 64 spaces in the new Lake Mechanical garage at a value of approximately \$1,280,000; 3) If the developer moves forward with Phase 2 and 3, the CRA contributes \$4,720,000 toward the Atrium Phase 2 parking garage for a total incentive package of \$7,000,000. He explained that the project would include two parking garages - one to be owned and operated by the City on the former Lake Mechanical property and consisting of 250 spaces and the Atrium garage as part of Phase 2 consisting of approximately 500 spaces.

Mr. Carrino then reviewed the projected revenue with an estimated total annual revenue for the City and CRA of \$1,285,000. He stated the CRA incentive payback is estimated at 6.25 years for Phase 1 and for all revenue 3.3 years. He stated for the entire project, the payback is approximately 9.35 years for just the CRA and 5.45 years for all revenue.

Mr. Carrino then reviewed the other terms of the development agreement as follows: 1) Agreement is with Waterman Square LLC; 2) Developer has a 120 day feasibility period and 275 days to secure entitlements; 3) Developer will develop a project PUD and site plan consistent with the LDR's; 4) City will explore the transfer of development rights to facilitate the project; 5) Developer will own and operate the Phase 2 garage; 6) Developer has until 12/31/2027 to close on Parcels 2 and 3 and commence construction of the hotel; 7) If the hotel has not been begun by 2027, the CRA can recapture the hotel parcel at no cost; 8) The City's liability is limited to its specific responsibilities under the agreement; 9) The Developer needs written permission to transfer or assign the agreement unless the entity is one created by the principles of Atrium; and 10) The sale includes all of the impact fee credits.

Mr. Carrino then reviewed the parking agreement as follows: 1) Developer will be provided 64 spaces in the Lake Mechanical garage to serve Phase 1; 2) The garage will be completed within 20 months from the signing of the development

agreement; 3) The City will maintain that garage except for the Atrium access control; 4) The 64 Atrium spaces will be on the top floor; and 5) The Developer needs permission to transfer or assign the spaces.

Mr. Carrino then reviewed staff's recommendation for approval noting that the site has been identified as a catalyst site, the property was purchased for redevelopment, the type of project is the exact purpose of the CRA which is to promote private investment; the CRA and City conducted an open RFP process, the developer is an experienced development partner, the development will result in a total investment of over \$65,000,000 and there will be a reasonable payback period.

Adam Wonus, addressed the Commission on behalf of Atrium Management, he reviewed the Phase 1 portion of the project and indicated that each phase will build on the others. He provided renderings of the various aspects of the Phase 1 apartments and interior courtyard area. He stated Phase 2 is the parking garage which will include commercial on the outer areas. He stated that the better that Phase 1 does and the level of rents will attract better tenants to Phase 2. He cited the benefit to having residents and commercial together. He then reviewed Phase 3 with the construction of the hotel stating that the plan is for a luxury, boutique hotel. He commented on the estimated construction costs noting that they were first estimated a year ago so they may have gone up some since then. He cited two letters of support they have received from their lenders. He provided an overview of their experience and cited a number of their current, ongoing projects. He emphasized that they continue to participate in the communities where they are located.

Mr. Wonus then provided an overview of the experience of the partner - PRN Real Estate and Investments Ltd. and cited a number of their previous projects. He cited their entire project team including Gilbane as their general contractor, Eleven 18 Architects, Atwell as their civil engineer, and RVI as their landscape architect and commented on their individual experience and projects.

Mayor Holland opened the floor to Commission comments and questions.

Commissioner LeHeup-Smith expressed support for the project.

Commissioner Cobb asked how many projects he has completed with Mr. Wonus stating he has not completed this type of project before which is why he partnered with PRN who has. He stated that he has been in business since 2014 and was previously in banking. He cited other developers he has worked with and various projects they have worked on.

Commissioner Cobb asked if they had heard about the project prior to the RFQ with Mr. Wonus indicating they had not. She then asked if they considered condos rather than apartments with Mr. Wonus stating they had considered it but commented on the difficulty with having commercial on the ground floor. She then asked about the types of apartments with Mr. Wonus responding they will include studio, one and two bedroom apartments.

Commissioner Cobb asked about the hotel construction and whether they have approached any specific hotels yet with Mr. Wonus responding they have not

spoken with any specific chains as of yet. He commented on what the higher-end chains would be looking for. He indicated that one boutique chain has indicated an interest. She then asked how they estimated the \$15 million cost with Mr. Wonus explaining that the higher they can charge for the room, the better brand they can attract. She asked about the cost estimates with Mr. Wonus indicating the first phase is fairly accurate but costs of construction can fluctuate so the later phases are more indefinite.

Commissioner Cobb asked for a parking study to be done in advance with Mr. Wonus agreeing. She expressed concern regarding dedicating 64 spaces to the project.

Ron Neibert, City Manager, explained the agreement regarding the parking spaces stating that the point is to help insure that Phases 2 and 3 are completed. He stated that if Phases 2 and 3 are not completed, then the City would negotiate a different lease agreement for the 64 spaces.

Mr. Wonus commented on the need for both the City and Atrium to invest in the project noting they are the only ones who responded to the City's RFP. He noted the need to not burden the first phase also with the cost of parking and that is why they requested the spaces.

Commissioner Cobb expressed concern regarding allocating the 64 spaces with the City taking all of the responsibility for maintenance and liability.

Mr. Wonus confirmed that a parking study would be completed. He stated that in order to attract commercial there has to be sufficient parking.

Commissioner Cobb noted the issue on Parcel 2 with muck and asked if they had an engineer look at that with Mr. Wonus confirming they have had that studied and their engineer believes it can be cleaned up at a cost of \$200,000 to \$250,000. He added that is why they are planning that site for the parking garage as it will settle better.

Commissioner Cobb asked about the financing noting the letters of support with Mr. Wonus responding Atrium will be investing 35 to 40% of the capital. He stated they have sufficient capital to cover Phase 1 without any financing. He then indicated that the lenders would provide 60 to 65% of the financing of the project.

Commissioner Hawkins also expressed concern regarding dedicating so many parking spaces to the project. He confirmed that the value of the spaces is approximately \$20,000 each. He asked what other incentives the City is providing.

Mr. Carrino stated the City and CRA are offering a total of \$7,000,000 in incentives. He broke down the incentives as follows: \$1,000,000 for Parcel 1, \$1.28 million for the parking spaces and the balance of the incentives depending on Phase 2.

Mr. Hawkins confirmed they would be building an estimated 500 space garage. He asked what their estimated rents would be with Mr. Wonus responding it would be approximately \$1.30 per square foot. Mr. Hawkins then questioned the total

square footage for the food hall noting that the proposal says 12,000 sq.ft. but they are now stating approximately 8,000 sq.ft. with Mr. Wonus indicating the proposal was done over a year ago and now they are proposing to have more outdoor space.

Commissioners Hawkins cited Mr. Wonus' statement that they were the only respondent to the RFP. He asked what incentives they are giving the City with Mr. Wonus responding they are coming in and developing a parcel that has been vacant for over 18 years with a \$15 million project that will bring people to the downtown. He emphasized their intent to attract people to the downtown and start new businesses.

Commissioner Hawkins asked what their plan is to attract people to the downtown with Mr. Wonus explaining their plans for retail space and restaurants. He stated that people want to live in a downtown with beautiful views and lack of lawn maintenance. He added the City has the makings for everything that's wonderful and they want to add to that.

Commissioner Hawkins then asked about the Phase 4 boutique hotel. He stated he has concerns and asked how they are going to attract people to the City with Mr. Wonus responding that, to him, the hotel is the most important piece of the project. He stated he could not state it is going to be a certain hotel chain but he would work tirelessly to get Eustis a hotel they will be proud of.

Commissioner Hawkins asked how he can guarantee it will stay downtown with Mr. Wonus responding that is all they can build on that site under the agreement or the City gets the property back.

Commissioner Hawkins asked how long he has personally been doing construction projects with Mr. Wonus responding since 2012. Mr. Hawkins then asked when they started doing larger projects with Mr. Wonus indicating in the past four years he has been working on the larger developments. He noted that he owns over 1,000 apartment units. He commented on how the developments vary depending on the existing economy. He indicated that the City's downtown and lakefront is perfect for the type of housing that is currently in demand.

Commissioner Hawkins asked how much Mr. Wonus will personally invest in the project with Mr. Wonus responding that part of the 35% is his funds and he is personally guaranteeing the financing. He stated that if the project falls through then the City gets the building and he goes into bankruptcy.

Commissioner Hawkins asked about the completion bond with Mr. Neibert explaining the bond would be for the value of the project to insure completion. He stated that the City would not take responsibility for completion, the bank holding the mortgages would take over ownership of the project and insure completion of the project. He stated that the City's interest in the completion bond is to get the project completed and the bank's interest is to make sure the project is completed and they get their return on investment. He explained that the completion bond is only for Phase 1 since the CRA is providing them that property for free. They are purchasing the other two lots for \$3.5 million. He added that the bank that finances Phase 2 and 3 probably will require a completion bond.

Commissioner Hawkins asked about the premium for the completion bond with Mr. Neibert responding it would be percentage of the value of the project.

Commissioner Hawkins further inquired about the probable rates for the boutique hotel with Mr. Wonus indicating a limited service hotel rents for about \$89 per night but they are hoping to be in the \$189 range which is typical for a downtown hotel.

Commissioner Hawkins confirmed that, if the City takes back the hotel property, it would not affect the remainder of the project.

Mr. Wonus stated he has a 100% completion rate at that time and estimated they have completed approximately \$100 million in projects. He noted they are actively working on a hotel project with PRN at that time but the City's project would be the only other project.

Commissioner Hawkins asked if Atrium or PRN has worked with Gilbane as a builder previously with Mr. Wonus responding negatively. He commented on the number of projects completed by PRN.

Vice Mayor Lee confirmed that the hotel will be four stories with Mr. Wonus responding it may be either four or five stories. She asked about the number of rooms with Mr. Wonus responding there will be an estimated 15 rooms per floor. He assured her that the hotel can make money with those numbers or they wouldn't do it.

Vice Mayor Lee expressed concern regarding the use of "potential" and "ifs" in the report with Mr. Carrino explaining that is his language. He stated he used the word "potential" as there is the possibility of Phases 2 and 3 and the hotel being built sooner depending on how well Phase 1 does.

Vice Mayor Lee commented Atrium will be paying the City \$3,000,000 for the land; however, the City is providing them much more than that in incentives.

Mr. Carrino responded that the initial \$1,000,000 is for the land for Phase 1 with a possible \$6,000,000 for support of the parking. He stated staff has reviewed the financials, the revenues and construction costs and the payback period and potential revenues are very favorable.

Vice Mayor Lee further commented on the amount of incentive versus the amount they will be paying the City for the land. She indicated they are getting enough incentives they should be able to pay the City back.

Mr. Neibert stated the project totals \$65,000,000 and the City is investing approximately 10% of the value of the project with the \$7,000,000 and they are investing \$65,000,000 in the project. He summarized they are investing \$9 for each \$1 the City is investing. He stated that for a 10% investment, the City will generate \$750,000 in additional new revenue to the City. He explained the City is making an investment in the downtown to help drive redevelopment of the rest of the downtown area.

Mr. Carrino added that this is similar to other agreements that the CRA has done

with the CRA leveraging a certain investment to create a much larger private investment.

Vice Mayor Lee commented on the length of time the property will be tied up in the event the project doesn't get completed. She expressed concern that the rents may not occur as estimated and if there is a downturn in the economy. She then asked about the \$30,000 deposit per year that goes up to \$50,000 with Mr. Neibert explaining that it will be paid in cash to the City and deposited in the CRA to be used for whatever the CRA wants.

Mr. Carrino indicated the City does not have risk with the success of the project. If the rents aren't as high as they expect, they are facing that risk not the City as the City will not be part of the management of the project. The City and the CRA are protected as they are not dependent on the rental rates. If the project isn't completed, the City is protected by the completion bond.

Mr. Neibert noted that the "what if" scenarios will apply to any developer. He emphasized that every project has risk but staff believes the agreements are written to help protect the City's interest. He indicated that the CRA has sufficient revenues to pay off the debt from purchase of the property. He indicated that if Atrium does just the Phase 1 project, the City would still have a \$16 million project that will generate \$160,000 per year in revenue and that the City's investment will be paid back in three years. He added that if the economy goes bad and they can't fill their buildings, that will affect the entire community, not just their project.

Vice Mayor Lee asked what are their contingency plans in case the economy has a downturn. She stated her desire for more guarantees.

Mr. Neibert noted that right now they are considering the agreement as a property owner for the sale of the land. He stated that, later when they develop, they will be coming before the Commission as a regulatory body. He cited the performance bond and what is to be built in Phase 1. He indicated that the only incentive for Phase 1 is the \$1,000,000 and the 64 spaces.

Vice Mayor Lee expressed concern about the timeline. She noted that the property should increase in value but the City is only going to receive dollar for dollar.

Mr. Neibert agreed that the property should increase in value. He stated his opinion that there is not a developer that will come in and buy the property and develop it without any incentives.

Mr. Carrino commented on the timeline citing various projects ongoing in the City that were four or five years in the making. He commented on the amount of time it will take to do the due diligence. He cited the amount of time it takes to do the site planning, engineering and permitting. He stated that 2027 is not very long from a development perspective.

Vice Mayor Lee explained her concern is having the property tied up until 2027 and then still having the vacant land.

Mr. Carrino noted that the developer will be paying the City \$30,000 per year and

then \$50,000 per year. He acknowledged that it is possible that 2027 arrives and they have not moved forward; however, at that time, the City would have the nonrefundable money plus the remaining two blocks and \$3,000,000 worth of property to work with.

Commissioner LeHeup-Smith stated she has no problem with assigning 64 of the 250 spaces to the apartment complex. She noted that if she was renting an apartment she would want to know that she has a parking space.

Commissioner Hawkins stated he doesn't have a problem with them using the 64 spaces until the other parking garage is constructed.

Mr. Wonus stated that not all of the second garage is for apartments, it is also for the commercial space.

Commissioner Cobb asked who else has given him free property with Mr. Wonus responding he did not think anyone else has given them free property. He indicated that they are making a significant investment in the City.

Further discussion was held regarding the free parcel and parking spaces and the timeline with Mr. Neibert responding that if the hotel is not built within the parameters of the agreement then they have to deed the property back to the City.

Commissioner Cobb asked about their marketing plan with Mr. Wonus stating his intent to meet with the community to see what they want to see downtown. He commented on getting local restaurants to relocate into the downtown. He noted that no one has been secured at this time; however, people have spoken to him with interest in coming to the City.

Mr. Neibert commented on the amount of effort Mr. Carrino had put in to attracting someone to developing the property prior to the CRA buying it. He stated that Eustis is not close to Orlando, it is in a secondary, untested market, however, the area is growing. He stated staff has put together an agreement that they believe financially protects the City and will help to create some good synergy in the downtown.

Commissioner Cobb noted that Lake County is the third fastest growing county in the state with Mr. Wonus stating that Eustis has something amazing to offer and it needs to be done really well.

Commissioner Hawkins asked about the impact fees that will be associated with the property with Mr. Neibert stating there will be water/sewer, road and school impact fees. He noted the property does have some impact fee credits and right now the City still has its water/sewer impact fee incentive program.

Mr. Carrino explained that due to the impact of the hospital on the community, Atrium would probably only have to pay the school impact fees since the hospital already paid the other impact fees. He indicated that the Foundation had previously prepaid some school impact fees but probably not sufficient.

Commissioner Hawkins asked what they are doing to be part of the community

prior to the project with Mr. Wonus noting they have previously raised funds for Habitat. He indicated their office staff where they are now has gone out and painted someone's home and they will have a dedicated office in the City.

Mr. Neibert noted that Mr. Wonus has met with a young businessman who took over his parents' business and they have committed to improve the facade for him.

Mr. Wonus noted other areas where they helped clean up and made an area look better.

Commissioner Hawkins asked if this is their biggest project and he stated it is not. He stated the first phase is a \$15 million project and they are working on a number of similar size projects.

Commissioner Hawkins asked why the City should go with them instead of doing another RFP with Mr. Wonus stating because they have a team that cares and that he personally cares about the project.

Commissioner LeHeup-Smith expressed support for their team and their experience and expertise. She stated she did not believe the City could find a more dedicated team. She indicated that there is nothing guaranteed in life. They have skill and money behind it. She stated her belief that they can build a project that the City will be proud of.

Commissioner Hawkins expressed concern regarding the parking spaces and the timeline. He stated he did like the renderings.

Mayor Holland stated the item will come before the Commission on the 9th. He noted that the Commissioners have until then to ask staff any questions or contact the developer with questions.

Mr. Chambers, representing Gilbane, stated that next year they will be celebrating 50 years in Florida. He cited the number of projects they have completed. He indicated he is a native Floridian and grew up in Sanford.

Commissioner Hawkins asked how they got together with Mr. Chambers responding they were introduced by a mutual acquaintance and their companies have similar goals. He confirmed he will have ultimate responsibility for the project.

Commissioner Hawkins asked if they have any intent to use local subcontractors with Mr. Chambers stating they have programs where they hold workshops and events to get a lot of local interest in being involved in the project.

Mayor Holland thanked Mr. Wonus and his team for coming. He invited the public to attend the next meeting and provide input.

2. ADJOURNMENT: 7:16 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 or verbatim transcript of the meeting can be obtained from the office of the City Clerk for a fee.

Eustis City Commission Workshop

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August 26, 2021

MARY C. MONTEZ
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Tom Carrino, Interim City Manager
DATE: April 7, 2022
RE: ACCEPTANCE OF THE COMPREHENSIVE ANNUAL FINANCIAL REPORT
(CAFR) FOR THE YEAR ENDED SEPTEMBER 30, 2021

Introduction:

Finance Director Mike Sheppard will present the Comprehensive Annual Financial Report (CAFR) for the year ended September 30, 2021.

Attachments:

[Staff Report - Acceptance of CAFR FY 2021](#)

Reviewed by:

Tom Carrino, Interim City
Manager

Approved - 01 Apr 2022

Mary Montez, City Clerk

Approved - 01 Apr 2022



City of Eustis

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TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, INTERIM CITY MANAGER

DATE: April 7, 2022

RE: ACCEPTANCE OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) FOR THE YEAR ENDED SEPTEMBER 30, 2021

Introduction:

The purpose of this report is to present the final Annual Comprehensive Financial Report (ACFR) for the year ended September 30, 2021, and request acceptance by the City Commission.

Recommended Action:

Staff recommends the Commission's acceptance of the ACFR for the year ended September 30, 2021 as presented along with the independent auditors unmodified (clean) report of the City's financial statements.

Background:

The Annual Comprehensive Financial Report (ACFR) communicates the City's financial condition and activity for the fiscal year ended September 30, 2021. Overall, the City's operations reflect strong financial health with the fund balances trending up and a reduction in debt, due to scheduled debt service payments. The stability of Fund Balance in the governmental funds and Net Position in the government-wide funds is a result of the prudent and sound management practices and efforts of the City of Eustis.

As in the past, we anticipate the independent auditor's unmodified (clean) report will provide the assurance that the ACFR, and audited information within, present fairly the City's financial position for the year ended September 30, 2021. This audit is performed in compliance with City Charter requirements. A letter from the City's independent auditors communicating any audit findings and other matters is also submitted with this report.

The City of Eustis has received a clean audit report for over three decades. In addition, the City was awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers' Association of the United States and Canada for the fiscal year 2020 ACFR. This is the 33rd consecutive year the City has received this award! Staff anticipates that the current ACFR also conforms to the Certificate of Achievement program requirements. In an effort to make the ACFR more transparent and user-friendly, staff has provided an explanation for key financial performance indicators shown in the report.

Background

The ACFR is used to communicate the City's financial condition and activity in a transparent and organized manner. The report presents historical and comparative information that can

be useful to City staff, elected officials, and external users, such as debt rating agencies, businesses, other public agencies, and the City's residents. The most recent ACFR will be posted along with several prior year reports will be available at the City's library and on line at www.eustis.org/government/departments/finance, once at this site your will be able to go to the bottom of the page for the ACFR.

As required by the City Charter, financial statements are prepared by the City and audited by independent auditors; Purvis, Gray and Company, LLP. Since 2013 the City has also enlisted the services of Donna Collins, with Milestone, Professional Services, Inc. Now with a constant array of new GASB pronouncements it is more common for cities to add this help to their team to ensure state and federal compliance with the audit and also to keep our audit fees down while maintaining the auditor's independence.

The quality of the City's work and the ACFR is measured in two ways:

- (1) a clean audit report by the independent auditors; and
- (2) the Certificate of Achievement for Excellence in Financial Reporting, awarded by the Government Finance Officers' Association of the United States and Canada (GFOA).

The attainment of the letter is the highest form of recognition in governmental accounting and financial reporting.

Auditors follow audit industry standards established by the American Institute of Certified Public Accountants (AICPA). These standards require auditors to provide an opinion on specific areas of the City's financial statements based on observations, inquiries, testing of transactions and analysis.

A clean, unmodified opinion communicates to users that the financial statements are fairly presented and that the information used in the report is reliable.

The City's ACFR includes the following major sections and information:

Introductory Section

- Letter of Transmittal – prepared by management and used to communicate information on areas that may have an impact on the City's finances now and in the future. This includes economic factors as well as budget and management factors.

Financial Section (the main body of the CAFR for current year information)

- Independent Auditor's Report – the City's report card on the content of the ACFR
- Management's Discussion and Analysis (MD&A) – provides an analytical overview of the City's financial status
- Basic Financial Statements – show finances at a point in time (assets - liabilities) and throughout the year (revenues - expenditures), budget to actual revenues and expenditures, and cash flows
 - City-Wide Statements – overview of financial information
 - Fund Financial Statements – a detailed look at funds, showing Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balance
 - Budget to Actual Comparisons – for the General Fund and other select major funds
 - Notes to the Financial Statements (Notes) – a narrative explanation that

accompanies the Basic Financial Statements

Required Supplementary and Supplementary Information Sections

- Major governmental funds
- Pension Information – five years of pension funding information
- Schedule of Changes in Total Other Post Employee Benefits (OPEB) Liability

Statistical Section (current and historical information – up to 10 years)

- Financial Trends
- Revenue Capacity Information
- Debt Capacity Information
- Demographic and Economic Information
- Operating Information

Discussion

The attached ACFR for fiscal year 2021 has received an unmodified, or clean, opinion by the City's independent auditor, Purvis, Gray and Company, LLP.

The format and content of the ACFR document is largely prescribed in order to meet governmental accounting standards. In an effort to make this complicated and large document more user-friendly, staff has provided a more in-depth explanation of the ACFR in this staff report.

Overall, the City's ACFR shows that City finances are stable with positive trending. However, there are several unpredictable factors that will require the City to continue to exercise caution and restraint over the next few years. The following is an explanation of some key indicators shown in the ACFR.

General Fund

The most notable measure of a City's financial health is the General Fund's fund balance. As presented in the Basic Financial Statements, the City's General Fund had a balance of \$11.7M million as of September 30, 2021, an increase in fund balance of \$2.3M. This increase is mainly attributable to an increase in property tax revenues of 6.1% with new construction and inflation on the value of real property. In Florida the State opened up much quicker than the rest of the country after the initial COVID response, offering a 25.8%. Franchise, Utility Taxes and State Shared revenue had an increase in revenues of 25.8%. Other Intergovernmental Revenues with a reduction in the amount received under COVID 19; accounting for a decrease in the amount of \$698K, due to the bulk of the Grant was received in 2020 and balance of the \$1,263,548 was received in 2021. While not huge dollar difference it should be noted that interest earning dropped a third straight year. In 2019 interest earning was \$470K, 2020 interest earnings were \$199K and 2021 interest earnings city wide was \$59K. It is anticipated that the only avenue left is to increase.

The following is a change in revenue from 2020 to 2021 by major category:

Revenue Comparison General Fund

Ad Valorem	7,909,015	8,392,708	6.1%
Franchise Fee	1,729,050	1,934,493	11.9%
Utility Taxes	2,291,700	2,142,857	-6.5%
State Shared Revenue	539,557	679,019	25.8%
Other Intergovernmental Rev.	3,067,686	2,543,969	-10.7%
Permits and Fees	68,773	92,081	33.9%
Fines & Forfeitures	48,830	71,188	45.8%
Charges for Services	381,197	410,931	7.8%
Interest	75,714	16,891	-77.7%
Other Sources	178,810	222,908	24.7%
	16,290,332	16,507,045	1.3%

Operating expenditures decreased across all functions by 10.9%. Transfers out increased 27.2% over the previous year. With regards to Transfers the largest increase was a transfer to the Street Improvement Fund to help shore up the revenue sources which have reduced over the years. The additional amount was \$515,000. We also had higher termination cost during 2021 \$67,000.

The following is a change in revenue from 2020 to 2021 by major category:

Expenditure Comparison General Fund

	<u>2020</u>	<u>2021</u>	
General Government	4,544,233	3,934,606	-13.4%
Public Safety	9,114,469	7,593,942	-16.7%
Culture and Recreation	1,886,830	1,719,301	-8.9%
Non-Departmental	1,002,310	1,621,720	61.8%
Capital Outlay	363,636	160,907	-55.8%
	16,911,478	15,030,476	-11.1%

The strong fund balance and contingency reserves play a key role in Eustis' Aa3 bond rating. In addition to being an indicator of very strong financial health, the high bond rating allows the City to pursue lower cost financing structures. As such the

Water and Sewer Funds

The most notable measure of a City's financial health is the Water and Sewer Funds balance. As presented in the Basic Financial Statements, the City's Water & Sewer Fund had a balance of \$53.066 million as of September 30, 2021, an increase in fund balance of \$2.235 million. This increase is mainly attributable to an increase from sale of the land at the spray field and over all lower cost during the current year. The increase net increase in available cash was \$1.664 million over the previous year.

Expenses next year are anticipated to increase due to Consumer Price Increase and additional cost of fuel. The savings in interest of over \$2,000,000, as well as not having to repay any new SRF loans on the construction cost on the WWTP should help us maintain the budgeted near future revenue increases for the Water and Sewer rates of 2.5%. The WWTP expansion will now be finance through the American Recover Plan Act money received in the amount of \$10.670 million of which \$9.311 million will be dedicated to the expansion.

Revenue Comparison Water & Sewer Funds

	<u>2020</u>	<u>2021</u>	
Charges for Services	11,361,412	11,433,974	0.64%
Permits and Fees	115,878	180,823	56.05%
Other Miscellaneous Rev.	20,431	10,137	-50.38%
Interest Earnings	98,759	32,194	-67.40%
Gain on Sale of Assets	-	674,502	N/A
Capital Contributions (Developer & Impact Fees)	495,307	671,411	35.55%
Total Revenues	12,091,787	13,003,041	7.54%

The charges for service are the largest source of funding. While the rates were increased 2.5% the other factor is the consumption. Customers tend to be conservative in the consumption during tough times. The COVID experience combined with inflation appears to have some lingering residual effects with consumption. The sale of the land at the spray field provided a boost in total revenues. Eleven Oaks donated water and reclaimed lines in the amount of \$309,777 and \$124,201 respectively, representing a non-cash revenue of \$433,978. It is anticipated the balance of the sewer lines will be donated next year when the subdivision makes the improvements necessary for the City to accept those lines.

The following is a change in expenses from 2020 to 2021 by major category:

Expends Comparison Water & Sewer Funds

	<u>2020</u>	<u>2021</u>	
Personal Services	3,394,885	3,183,328	-6.23%
Operating Expenses	2,361,507	1,976,934	-16.29%
Professional Services	184,580	209,646	13.58%
Capital Outlay	288,975	167,593	-42.00%
Depreciation and Amortization	2,502,042	2,543,124	1.64%
Other Uses	48,116	66,269	37.73%
Insurance	474,510	485,213	2.26%
Interest Expense	374,421	328,748	-12.20%
Other Non-Departmental	1,814,859	1,806,701	-0.45%
	11,443,895	10,767,556	-5.91%

Personnel cost was down due a couple of reasons. Some positions remained opened for extended periods and some positions were replaced with personnel making less that the retirees who left during the year. Operating cost during the year reduced due to changes in efficiency as well as looking at different vendors to supply cost at a reduced cost.

The revenue increase combined with the operation efficiency provided a net increase for the year of \$2.235 million. This along with savings in debt services will help offset the negative changes we are currently experiencing with gas and supply chain issues will allow us to maintain the previous 2.5% increase in rates for the near future.

Government-wide Net Position (from a business perspective)

The Statement of Net Position, similar to a balance sheet, shows total assets and liabilities of the City as of September 30, 2021. The total net position of the City for all activities was \$121.7 million. Net position is broken out into three categories: capital, restricted, and unrestricted.

Net Investment in Capital Assets (\$99.7 Million)

Capital assets include land, buildings, improvements, intangibles, infrastructure and utility systems, and construction in progress. Governmental Activities totals \$62.4 million and Business Activities total \$37.3 million. The Governmental side of the net fixed assets include \$43.9 million in a combination of Right of Way, Retention Ponds and Roads which have been capitalized while the rest includes Buildings Vehicles, Land and Equipment. GASB 34 first required Governmental Activities to report fixed assets on the Balance Sheet which started in FYE 2004. This was designed to help make financial statements comparable to standard reporting practices of business type entities. This occurs when the modified accrual basis is reconciled.

Governmental Capital assets include the following notable new items as of September 30, 2021:

- \$165.7K – Building Improvements City Buildings
- \$597.6K – Cares Act Money – various projects, Computers, Kiosks, Electric Static Sprayer, Air Packs Fire, Commission Chambers, Surveillance Cameras and Security Gate
- \$ 78.6K – Commission Chambers
- \$ 86.7K – Computer Upgrades
- \$221.0K – Police Vehicles and Associated Equipment
- \$ 50.8K – Automation Equipment Dispatch
- \$ 50.0K – Renovation Fire Station 22
- \$990.7K – Street resurfacing and improvements
- \$108.8K – Sidewalks
- \$123.6K – Dump Truck
- \$ 84.8K – Final Phase 4 Ferran Park
- \$513.1K – Capital Lease Payments Fire Trucks

Enterprise (W&S) Capital assets include the following notable new items as of September 30, 2021:

- \$237.5K – Water meter replacements (new and old)
- \$205.6K – Haselton Storage Tank Rehab
- \$105.0K – Ardice Tower
- \$312.2K – Haselton Generator
- \$1,274M – Ardice Ground Storage
- \$536.8K – Umatilla Interconnection
- \$211.4K – Infiltration Intrusion
- \$157.7k – Main WWTP Expansion
- \$104.7K – Spray field Transfer Pumps

Restricted Net Position (\$11.4 million)

These assets are subject to agreements with creditors, developers, grantors, or laws or regulations of other governments. Approximately 63.8% of this amount is restricted for enterprise capital projects, 19.6% is restricted for Community Development (CRA) projects, with the remaining amounts restricted for the Cemetery's trust fund, impact fees, and other legislative constraints.

Unrestricted Net Position (\$10.7million)

This is the amount used to meet the City's ongoing obligations to citizens and creditors.

Long Term Liabilities

While short-term liabilities are considered current and payable within a year after the date of the financial statements, long-term liabilities are due after a year and are an important factor in the City's financial planning. The primary source of long-term liabilities is in the form of bonds and the debt service that is owed on them.

In fiscal year 2021, the City did not issue any new debt. Long-term debt continues to decrease due to regularly scheduled debt payments. *More information on long-term debt can be found in Note 10 of the ACFR*

Governmental Activities					
	Beginning Balance	Increases	Decreases	Ending Balance	Amounts Due Within One Year
Governmental Activities:					
Revenue Bonds and Note Payable:					
Note Payable - 2018 (Direct Placement)	\$ 480,000	\$ -	\$ (160,000)	\$ 320,000	\$ 160,000
Note Payable - 2016 (Direct Placement)	92,748	-	(89,234)	3,514	3,514
CRA Loan - 2020 (Direct Placement)	3,000,000	-	(112,188)	2,887,812	116,653
Subtotal	\$ 3,572,748	\$ -	\$ (361,422)	\$ 3,211,326	\$ 276,653
Total Other Liabilities	\$ 13,566,059	\$ 2,353,157	\$ (7,120,708)	\$ 8,798,508	\$ 282,838
Total Governmental Activities	\$ 17,138,807	\$ 2,353,157	\$ (7,482,130)	\$ 12,009,834	\$ 559,491
Business Type Activities:					
Revenue Bonds					
Water & Sewer Revenue					
Bonds, Series 2016	\$ 6,570,000	\$ -	\$ (305,000)	6,265,000	\$ 315,000
Unamortized Bond Premium - 2016	426,229	-	(14,525)	411,704	20,700
State Revolving Note Agreement SRF 50710P	190,780	-	(190,780)	-	-
State Revolving Note Agreement SRF 350302	3,230,233	-	(232,340)	2,997,893	238,810
State Revolving Note Agreement SRF 350300	189,182	-	(13,715)	175,466	13,717
Note Payable - 2017	722,200	-	(361,100)	361,100	361,100
Total Revenue Bonds and Notes	\$ 11,328,625	\$ -	\$ (1,117,460)	\$ 10,211,163	\$ 949,327
Total Other Liabilities	\$ 1,453,159	\$ 492,823	\$ (1,030,352)	\$ 915,630	\$ 79,099
Total Business Type Activities	\$ 12,781,784	\$ 492,823	\$ (2,147,812)	\$ 11,126,793	\$ 1,028,426

Pension Costs

The City has two types of pension plans: defined contribution plan (most employees) and defined benefit plan (Police and Fire pensions, along with FRS). Pension costs concerning the defined benefit plan remain a challenge for the City. As shown in Note 5 of the ACFR:

The funded ratio of the Police Pension Plan was 82.3% on 10-1-2020 and 82.2% on 10-1-2021.

The funded ratio of the Fire Pension Plan was 73.4% on 10-1-2020 and 89.3% on 10-1-2021.

The Police Pension employee contribution was 6.72% for FY 20-21 and will be 6.85% for FY 21-22. The City contributions for the same periods are 42.03% and 42.84% respectively. The employee and the City will experience a slight increase in contribution rates.

The Fire Pension employee contribution was 4.0% for FY 20-21 and remains 4.0% for FY 21-22. The City contributions for the same periods are 38.8% and 38.3% respectively. The City will experience a slight decrease in the contribution rate.

All other employees except 10 employees employed prior to October 1996 are participants in a defined contribution plan. The employee contributes 4% and the City contributes 6%. The City rate for FRS for regular employees was 8.47% and those is the Drop program (4) the City rate was 14.6%.

In an effort to improve accounting and financial reporting, the Governmental Accounting Standards Board (GASB) now requires government entities to include the unfunded liability for Other Post-employment benefits (the future cost of retirees' insurance provided by the City) on the face of the financial statements. The unfunded actuarial liability is \$3.5 million and is

reflected on the Statement of Net Position. While the City has to show the liability, we are not required to fund the expense.

Cash and Investments

The ACFR also includes detailed information on the City's cash and investments. As of September 30, 2021, the City had \$40.3 million in total cash and investments. The Fiduciary Fund (Police and Fire Pensions) comprises \$39.3 million. There is more information on cash and investments found in Note 3.

Budget / Staff Impact

The process of preparing for the audit, providing supporting documentation, and handling audit inquiries is substantial. The reporting process requires assistance and coordination of departments throughout the City. The year-end process includes closing of the fiscal year, completing work papers for the audit, and preparation of the ACFR. The auditor's fee for the audit for the period ending September 30, 2021 was \$59,385.

Prepared By:

Mike Sheppard, Finance Director

Attachments:

The Annual Comprehensive Financial Report for Fiscal Year 2021 will be forwarded under separate cover



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Tom Carrino, Interim City Manager
DATE: April 7, 2022
RE: REAPPOINTMENT TO EUSTIS HOUSING AUTHORITY - RONNIE BUGGS

Introduction:

This item is for consideration of the reappointment of Ronnie Buggs for a four year term to the Eustis Housing Authority. If approved, this appointment will expire 9/30/2025.

Background:

Ronnie Buggs was initial appointment to the Eustis Housing Authority for a partial term to fill the vacancy created by the passing of James Trent. This appointment expired 9/17/2021. Therefore, the Commission needs to consider the reappointment of Mr. Buggs for a full four-year term.

Recommended Action:

Staff recommends the reappointment of Ronnie Buggs to a four-year term to the Eustis Housing Authority as recommended by EHA Director Horace Jones and the Housing Authority.

Attachments:

[Buggs Request for Reappt rcvd 12-16-2021](#)

[EHA Member Roster as of 4-1-2022](#)

Reviewed by:

Tom Carrino, Interim City
Manager

Approved - 01 Apr 2022

Mary Montez, City Clerk

Approved - 01 Apr 2022

City of Eustis
P.O Drawer 68
10 North Grove Street
Eustis, Florida 32727

RE: Reappointment Status (Please check the appropriate box, fill in the remaining information, and sign below)

Dear Sir or Madam:

☐ I no longer wish to serve on the following Board.
Effective Date: _____

☒ Please accept this form as a request for reappointment to the following Board.
Your consideration is appreciated.

Board: Eustis Housing Authority Board

Name: Ronnie Buggs

Address: 614 Park St. Eustis, FLA. 32726

Telephone Number: 352-702-7191

Email Address: ronnie.d.buggs@gmail.com

Upcoming Commission Meeting Dates I Can Attend: 1/6/2022

or 1/20/2022

Sincerely,

Signature: Ronnie Buggs Date: 12-15-2021

EUSTIS HOUSING AUTHORITY(EHA)

Five Member Board – 4-Year Term (from date of appointment)

The Eustis City Commission appoints the Board of Directors because the State of Florida declared the EHA a dependent unit of the City of Eustis. The EHA is funded by the Federal Government.

HORACE J. JONES, <u>Executive Director</u> 1000 Wall Street, #60 357-4851 (Work) 357-8081 (Fax)	MARJORIE BUCKNER 2209 Bates Avenue PH: 352-357-4586 Appointed 10/17/2019 Expires 10/31/2023
FAYE WEAVER 1518 Jefferson Drive, Mount Dora Appointed 11/7/2013 Reappointed: 5/6/2021 Expires: 5/31/2025	DR. HUGH BROCKINGTON II P. O. Box 1998, Umatilla FL 32784 827 Edgewater Circle, Eustis FL 32726 (352) 267-7806 Appointed 1/6/2017 Reappointed 3/16/2017, 1/7/2021 Expires 1/17/2025
VACANT (Resident Member) Appointed: 1/18/2018 (J. Melendez) Reappointed: 1/3/2019 (Resigned eff. 8/19/19) Expires 10/31/2022	RONNIE BUGGS 614 Park St. Eustis, FL 32726 (352) 702-7191 Appointed: 4/18/2019 Expires 9/17/2021

Board Attorney – Scott Gerken



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Tom Carrino, Interim City Manager
DATE: April 7, 2022
RE: REAPPOINTMENT TO CODE ENFORCEMENT BOARD - BRADLEY SHELLEY

Introduction:

This item is for consideration of the reappointment of Bradley Shelley to the Code Enforcement Board for a three-year term to expire March 31, 2025.

Background:

In February 2021, Bradley Shelley was appointed to the Code Enforcement Board for a partial term which expired March 31, 2022. He is now eligible for appointment to a full three-year term. If approved, the new term will expire March 31, 2025.

Recommended Action:

Staff recommends approval of the reappointment of Bradley Shelley to the Code Enforcement Board.

Attachments:

[Shelley Request to be Reappointed rcvd 3-17-2022](#)

[CEB Roster as of 1-6-2022](#)

[Article III - Code Enforcement](#)

Reviewed by:

Tom Carrino, Interim City
Manager

Approved - 01 Apr 2022

Mary Montez, City Clerk

Approved - 01 Apr 2022

City of Eustis
P.O Drawer 68
10 North Grove Street
Eustis, Florida 32727

RE: Reappointment Status (Please check the appropriate box, fill in the remaining information, and sign below)

Dear Sir or Madam:

☐ I no longer wish to serve on the following Board.
Effective Date: _____

☒ Please accept this form as a request for reappointment to the following Board.
Your consideration is appreciated.

Board: Code Enforcement

Name: Bradley P. Shelley

Address: 321 Sunny Field Ct., Eustis 32726

Telephone Number: 407 600 8664

Email Address: BradleyPShelley@gmail.com

Upcoming Commission Meeting Dates I Can Attend: N/A

Sincerely,

Signature: Bradley P. Shelley Date: 3-17-22

EUSTIS, FL CODE ENFORCEMENT BOARD (Appointments are for three year terms unless for a partial term)	
Stephanie L. Carder 1101 Club Hills Dr. Eustis, FL 32726 H: 352-589-1474 C: 352-455-8743 stefflee@aol.com Term Expires: 2/28/2023	Richard K. Bartzner 33 E. Wilt Avenue Eustis, FL 32726 PH: 610-781-6195 rbartzner@aol.com Term Expires: 7/31/2022
Alan Paczkowski 418 W. Blue Water Edge Drive Eustis, FL 32736-2258 (352) 357-5859 lakepacz@3rddoor.com Term Expires: 7/31/2023	Alternate: Vacant Term Expires: 12/31/2022
Ryan Benaglio 1230 Lakeshore Drive Eustis, FL 32726 PH: 321-689-4618 Email: ryanbenaglio@gmail.com Term Expires: 3/31/2024	Alternate: Vacant Term Expires: 12/31/2022
Karen Sartele 204 W. Blue Water Edge Dr. Eustis, FL 32736 (352) 223-3799 karensartele@gmail.com Term Expires: 10/31/2024	
Bradley Shelley 321 Sunnyfield Court Eustis, FL 32726 PH: 407-600-8664 Email: bradleyppshelley@gmail.com Term Expires: 03/31/2022	Board Attorney: Francheska Sabatini, Esq. Stone & Gerken, P.A. 4850 North Hwy 19A Mount Dora, FL 32757 357-0330 francheska@stoneandgerken.com
George Asbate 751 Old Mount Dora Road Eustis, FL 32726 PH: 407-947-2148 george@megafl.com Term Expires: 12/31/2024	City Staff Attorney: Kevin Rossi Bowen & Schroth, PA 600 Jennings Avenue Eustis, FL 32726 589-1414 off 589-1726 fax m-f 9-5 zbroome@bowenschroth.com

ARTICLE III. CODE ENFORCEMENT*

(*State law references: Code enforcement, F.S. ch. 162.)

DIVISION 2. BOARD*

(*State law references: Code enforcement board, F.S. § 162.005.)

Sec. 2-86. Creation.

There is created a local government code enforcement board pursuant to F.S. ch. 162 for the city.

(Code 1959, § 2-4)

Sec. 2-87. Appointments.

(a) The city commission shall appoint a code enforcement board consisting of seven regular members and two alternate members. At any meeting where the code enforcement manager determines that one or more regular board members will not be present for the meeting, the alternate members shall be called. The city commission shall also appoint legal counsel for the code enforcement board. Members of the code enforcement board shall be residents of the city. Appointments shall be made in accordance with applicable ordinances on the basis of experience or interest in the subject matter jurisdiction of the board in the sole discretion of the city commission. The membership of the code enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor.

(b) All appointments shall be made for a term of three years. A member may be reappointed for successive terms upon approval of the city commission. Appointments to fill any vacancy on the code enforcement board shall be for the remainder of the unexpired term in office.

(c) Members cannot hold public office or another position with the city.

(d) Members shall serve in accordance with all city ordinances and may be removed for cause.

(e) The city commission shall provide legal, clerical and administrative personnel as required.

(Code 1959, §§ 2-5, 2-8; Ord. No. 03-60, § 1, 8-7-2003)

State law references: Similar provisions, F.S. § 162.05(2).

Sec. 2-88. Officers.

(a) The officers of the code enforcement board shall be a chair and a vice-chair. Nomination of the chair and vice-chair shall be made from the members at the annual organizational meeting in January of each year, and the election shall be held immediately thereafter.

(b) A candidate receiving a majority of the votes cast shall be declared elected and shall serve a term of one year or until a successor shall take office.

(c) The chair shall preside at all meetings and hearings of the board. The chair shall be one of the members of the board. The chair shall have the privilege of discussing all matters before the board and shall have the same voting rights as all board members.

(Code 1959, § 2-9(G), (H))

State law references: Similar provisions, F.S. § 162.05(4).

Sec. 2-89. Compensation.

(a) Members of the code enforcement board shall serve without compensation.

(b) With city manager authorization, reimbursement could be made for travel, mileage and per diem expenses incurred.

(Code 1959, § 2-8(A))

State law references: Compensation, F.S. § 162.05(4).

Sec. 2-90. Removal from office.

(a) The city commission may remove any member of the code enforcement board for cause upon written notice and after public hearing. Any vacancy occurring during the unexpired term of office of any member shall be filled by appointment of the city commission for the remainder of the term. Such vacancy shall be filled within 30 days after the vacancy occurs.

(b) If any member fails to attend two of three successive meetings without cause and without prior approval of the chair, the code enforcement board shall declare the member's office vacant, and the city commission shall promptly fill such vacancy.

(Code 1959, §§ 2-8(B), 2-9(F))

State law references: Similar provisions, F.S. § 162.05(3)(e).

Sec. 2-91. Rules and procedures.

(a) Rules and procedures not inconsistent with this Code may be adopted by the code enforcement board during a regular meeting by the affirmative vote of at least four members of the board, provided notice of the proposed change is given to the board at a preceding regular meeting.

(b) The provisions of these rules and procedures shall be discussed and/or adopted or readopted by the board annually at its regular organizational meeting.

(Code 1959, § 2-9(I)(1), (2))

State law references: Authority to adopt rules of procedure, F.S. § 162.05(1).

Sec. 2-92. Meetings.

(a) All meetings, regular or special, and all hearings, shall be open to the public in accordance with the provisions of F.S. § 286.011.

(b) The January meeting of each year shall be an organizational meeting/workshop, to be held at 2:00 p.m., in the city commission room, city hall, for the purpose of election of officers and adopting rules and procedures, including establishing a schedule of regular meetings.

(Code 1959, § 2-9(B), (I)(3))

Sec. 2-93. Quorum.

A quorum of the code enforcement board shall consist of four or more members, and an affirmative vote of a majority of those present and voting shall be necessary to pass any motion or adopt any order. Voting shall be done by voice vote and shall be recorded by individual "aye" or "nay."

(Code 1959, § 2-9(C), (D))

State law references: Similar provisions, F.S. §§ 162.05(4), 162.07(4).

Sec. 2-94. Abstention.

Each member of the code enforcement board present shall cast an "aye" or "nay" vote on each question before the board, except as provided for voting conflicts pursuant to F.S. § 112.3143. In such event, he must file a memorandum of voting conflict with the secretary of the board as prescribed by F.S. § 112.3143(3)(a).

(Code 1959, §§ 2-9(E), 2-10(B)(1))

State law references: Conflict of interest, F.S. § 112.311 et seq.

Sec. 2-95. Jurisdiction.

The code enforcement board shall hear and decide violations of the city Code and ordinances where a pending or repeated violation continues to exist.

(Code 1959, § 2-6)

State law references: Similar provisions, F.S. § 162.02.

Sec. 2-96. Powers.

The code enforcement board shall have the power to:

- (1) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the sheriff of the county or police department of the city.
- (2) Subpoena evidence.
- (3) Take testimony under oath.
- (4) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance.
- (5) Establish a time frame for compliance.

(Code 1959, § 2-7)

State law references: Similar provisions, F.S. § 162.08.

Sec. 2-97. Conflict of interest.

(a) No member of the code enforcement board shall have any interest, be it financial or otherwise, direct or indirect, or engage in any business transaction or professional activity, or incur any obligation which is in conflict with the proper discharge of his duties in the public interest in accordance with F.S. ch. 112.

(b) No member shall appear before the city commission, or any commission, committee or board of the city, as agent, attorney or representative of any person, except when representing property he owns.

(Code 1959, §§ 2-8(C), 2-10(B)(2))

Secs. 2-98--2-125. Reserved.



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Tom Carrino, Interim City Manager
DATE: April 7, 2022
RE: APPOINTMENT TO LAKE COUNTY ARTS AND CULTURAL ALLIANCE - PAM RIVAS

Introduction:

This item is for consideration of the appointment of Pam Rivas as the City's alternate to the Lake County Arts and Cultural Alliance. If approved, this appointment will be for a two-year term to expire April 30, 2024.

Background:

Last year, Jackii Molsick resigned her position as the City's representative to the Lake County Arts and Cultural Alliance due to relocating her studio to outside the City limits. Just prior to that, the Commission appointed Nan Cobb as an alternate to the Alliance. In January of this year, as part of the annual board and committee appointments, the Commission officially appointed Commissioner Cobb as the City's full representative to the Alliance.

At this time, Pam Rivas is requesting appointment as the City's alternate to the Alliance.

Recommended Action:

Staff recommends approval of the appointment of Pam Rivas as the City's alternate to the Lake County Arts and Cultural Alliance for a two-year term.

Attachments:

[Rivas Volunteer Application](#)

[Lake Co Arts & Cultural Alliance Ord 2014-50](#)

Reviewed by:

Tom Carrino, Interim City
Manager

Approved - 01 Apr 2022

Mary Montez, City Clerk

Approved - 01 Apr 2022

CITY OF EUSTIS

109-A East Orange Avenue

P.O. Drawer 68

Eustis, FL 32727-0068

Website - www.eustis.orgE-Mail - personnel@ci.eustis.fl.us

Phone - 352-483-5472

FAX - 352-483-0492

VOLUNTEER/COMMUNITY SERVICES APPLICATIONDate: 2-10-22

PLEASE LIST THE TYPE OF WORK THAT INTERESTS YOU AND THE DEPARTMENT(S) WHERE YOU WISH TO VOLUNTEER

1. Arts 3. _____
2. _____ 4. _____

NAME: Pamela Rivas Telephone #: 407-462-9821PRESENT ADDRESS: 751 Old Mt Dora Rd Eustis, FL 32726How long have you lived at this address? 8 Street/P.O. Box _____ City _____ State _____ Zip _____
E-Mail Address: pam@megafli.comHave you filed an application here before? _____ Yes _____ ☒ No If yes, when? _____Have you ever worked for the City of Eustis? _____ Yes _____ ☒ No If yes, when? _____Are you currently employed? ☒ Yes _____ No May we contact you at work? ☒ Yes _____ NoWhat number can we reach or leave a message for you during the day? Phone #: 407-462-9821Are you available: _____ Full Time _____ ☒ Part Time _____ TemporaryWhen are you able to volunteer? _____ Nights _____ Weekends Open _____ OtherDo you possess a valid Fla. Driver's License or I.D.? ☒ Yes _____ NoAre you legally eligible for employment in the United States of America? ☒ Yes _____ NoHave you ever been convicted, pled guilty or no contest to, had prosecution deferred or adjudication withheld on a felony or first degree misdemeanor in any jurisdiction? _____ Yes _____ ☒ No If yes, when: _____Explain: _____
(Nature, severity and date of offense in relation to the position for which you are volunteering are considered.)Do you have any criminal charges pending? _____ Yes _____ ☒ No If yes, explain: _____Are you able, physically or otherwise, to perform the job functions of the position for which you are volunteering?
☒ Yes _____ No If no, please explain: _____

Please list the names of friends or relatives working for the City and their relationship to you: _____

Michael HollandNan CobbWillie HawkinsTom Carrino

PER 051-15

EQUAL OPPORTUNITY EMPLOYER

EMPLOYMENT RECORD: Please list your four most recent employers including full, part time, temporary and volunteer positions, beginning with the most recent.

Name & Address of Organization:

MEGA CO

From 1-01-18 to Present
Month/Year Month/Year

Supervisor's E-mail:

Job Title: V.P.

Describe the work you did:

Reason for leaving:

Name & Address of Organization:

Darran & Co
Atlanta GA

From 1-01-05 to 7-20-20
Month/Year Month/Year

Supervisor's E-mail:

Job Title: V.P. key Accounts

Describe the work you did:

Reason for leaving:

Name & Address of Organization:

From Month/Year to Month/Year

Supervisor's E-mail:

Job Title:

Describe the work you did:

Reason for leaving:

Name & Address of Organization:

From Month/Year to Month/Year

Supervisor's E-mail:

Job Title:

Describe the work you did:

Reason for leaving:

EDUCATION AND SPECIALIZED TRAINING:

Circle Highest Grade Completed

GRAMMAR AND HIGH SCHOOL:
1 2 3 4 5 6 7 8 9 10 11 12 GED

COLLEGE:
13 14 15 16

GRADUATE:
17 18 19 20

Please provide your educational background including the diploma, degree or certification received, as well as any technical or specialized training:

Name of High School(s): <u>Valders High</u>	City and State: <u>Valders, W.</u>		
Name of College: <u>UGB</u>	City and State: <u>Green Bay, W.</u>	Major:	Degree Received:
Name of Graduate School:	City and State:	Major:	Degree Received:
Other Trade, Technical, Etc:	City and State:	Major:	Degree Received:
Foreign Language Skills:		☐ Read	☐ Write ☐ Speak

OTHER PROFESSIONAL MEMBERSHIPS OR SKILLS:

Please list any special qualifications not covered elsewhere in this application including computer skills, such as Word & Excel; typing, including words per minute typed; and any professional or civic memberships.

- LAKE 100
-
-
-
-
-

REFERENCES:

Please list at least three (3) references who are not related to you. (Please provide complete addresses including Street, City, State and Zip.)

Name <u>Nan Cobb</u>	Phone # <u>352-516-0385</u>	Name	Phone #
Address (Street, City, State, Zip)		Address (Street, City, State, Zip)	
E-mail Address		E-mail Address	
Employer	Phone #	Employer	Phone #
Occupation		Occupation	
Name <u>George Asbate</u>	Phone # <u>407-947-2148</u>	Name	Phone #
Address (Street, City, State, Zip)		Address (Street, City, State, Zip)	
E-mail Address		E-mail Address	
Employer	Phone #	Employer	Phone #
Occupation		Occupation	

HOURS AVAILABLE TO VOLUNTEER:

What days and hours are you available for work?

flexible

CERTIFICATE OF APPLICANT:

I certify that the answers given on this application are true and complete to the best of my knowledge. I agree to inform the City of any additional information relating to questions raised on the application, which occur subsequent to my completion of the application. I realize that misrepresentation of facts or the failure to update any information relating to questions on the application may be cause for rejection of this application or dismissal from volunteer/community services.

I authorize the City of Eustis to make any inquiries it desires concerning me. I authorize schools, references and my prior employers to provide my records, reason for leaving and all other information they may have concerning me to the City of Eustis. I release the City of Eustis and all other parties from any and all liabilities or claims for any damage that may result therefrom.

I understand that this application is not and is not intended to be a contract for employment.

SIGNATURE OF APPLICANT: _____

Date: _____

CONSENT OF PARENT OR LEGAL GUARDIAN

(All Volunteers Under 18 Years of Age Must Have Parent or Legal Guardian Complete This Section)

I the undersigned, the parent or legal guardian of _____, choose to permit _____ to participate as a volunteer for the City of Eustis. I understand that my child's or ward's services are being offered on a voluntary basis without anticipation of any financial remuneration and I agree to the terms and conditions as stated above.

I further authorize the City to perform a fingerprint criminal history background check through state and federal law enforcement agencies and/or criminal history checks through consumer reporting agencies, who may also provide information to the City on out-of-state or nation-wide criminal histories. I understand that final approval to volunteer is contingent upon the results of the criminal history check.

Signature of Parent or Legal Guardian: _____

Date: _____

VOLUNTEER AGREEMENT FORM

I, the undersigned, hereby volunteer my services to the City of Eustis for civic, charitable, or humanitarian reasons. Further, my services are donated to the City of Eustis freely and without coercion and without promise, expectation, or receipt of compensation. I agree that this Agreement shall not in any way constitute nor create an employer-employee relationship between the City and myself.

I agree to abide by all relevant City policies and procedures and to perform the volunteer services in a safe, responsible manner. I assume responsibility for my physical fitness and physical ability to perform the work, which is assigned to me. If I do not feel I am physically capable of performing the volunteer assignment, I shall inform my supervisor immediately. I agree to report any injury or incident relating to my volunteer service to my supervisor immediately.

I further understand I am covered under the City's Worker's Compensation Insurance, however per FS 440.09(3), there is no compensation for injuries caused by an impairment of a volunteer's faculties by the use of alcohol or controlled substances. I further understand that if I do not follow the procedures in the attached guidelines for Worker's Compensation Managed Care, I could be denied certain benefits and/or may be liable for some of the expenses incurred.

During such time as I am a volunteer for the City of Eustis, I agree to assume full responsibility for such volunteer work and release the city from any damage, claims and causes of action that I ever had, now have, or may have in the future, known or unknown, or that any person claiming through me may have against the City of Eustis, arising out of my volunteer service for the City.

I agree to refrain from repeating to any outside source any confidential information obtained while I am a volunteer with the City of Eustis. I realize that this is privileged information and is not to be shared with anyone other than a current employee of the city and, then, only as necessary to carry out my task and/or assignment.

I understand that I am obligated to report (to my assigned supervisor) any information, which may affect records of the City or the status of my eligibility to work as a volunteer.

I further understand that:

- I shall not appear for volunteer service under the influence of any illegal drugs or alcohol. I agree to inform the supervisor at the beginning of the shift, if taking any over-the-counter or prescription medications, which may impair my ability to perform volunteer duties.
- I agree not to go beyond the scope of assigned volunteer work, without authorization.
- I grant full permission to use any photographs, videotapes, or recordings of myself as a volunteer for publicity purposes by the city.

I understand that I, or the City, may terminate this agreement at any time without cause, and that I am volunteering my services "at will" and may be asked to discontinue such, without prior notice or reason.

I further certify that I have received a copy of the City of Eustis Volunteer Program Policy #2006-10 and any updates. I agree to read and familiarize myself with the contents of this policy and abide by all the policies, rules and regulations of the City of Eustis, including departmental policies. I further understand that the City's policies and procedures are guidelines subject to change with or without notice.

By signing this Volunteer Agreement, I acknowledge that I have read and understand its contents and that I agree to the terms.

Name (Print):

Signature:

Date:

PER 134-11

EMERGENCY CONTACTS

Name: Pamela Rivas

Department/Division: _____

I hereby authorize the City of Eustis to contact on my behalf, the following individuals, during an emergency:
(Three (3) emergency contacts are requested. Contacts will be called in the order listed below, until a contact is made.)

#1 - Emergency Contact:

Name: George Asbate

Relationship: _____

Home Number: 407-947-2148

Work Number: _____

Cell Phone: _____

Other Number: _____

#2 - Emergency Contact:

Name: Andre Rivas

Relationship: _____

Home Number: _____

Work Number: _____

Cell Phone: 407-619-7057

Other Number: _____

#3 - Emergency Contact:

Name: Adriana Rivas

Relationship: _____

Home Number: _____

Work Number: _____

Cell Phone: 407-408-4060

Other Number: _____

Employee Signature: Pamela Rivas

Date: 2-10-22

PER 074-08

☐ Original-HR ☐ Copy - Department Director

3.) **ADMINISTERING THE CITY'S DRUGFREE WORKPLACE PROGRAM**

The City may request and provide your social security number to the following commercial entities for the purpose of administering a drug free workplace:

- Licensed drug testing laboratories and medical review physicians to perform random, fitness-for-duty and reasonable suspicion drug testing in compliance with the Florida Drug Free Workplace Act and U.S. Department of Transportation regulations for commercial driver's license (CDL) drivers. FS 112.0455 - Mandatory

The City of Eustis reserves the right to amend this notice and to use your social security number for other purposes, upon proper notification to you, as required by law.

I acknowledge that I have read and received a copy of this statement.

Name

(Print):

Pamela Rivas

Applicant/Employee

Signature:

Pamela Rivas

Date:

2-10-22

For questions regarding this form or the use of your social security number, please contact:

**CITY OF EUSTIS, FLORIDA
Human Resources Department
109-A E Orange Avenue
(P.O. Drawer 68)
Eustis, FL 32727-0068
Phone #: 352-483-5472**

Original: Human Resources

Copies: Applicant/Employee

PER 114-07 (12/17/09)

DIVISION 10. Lake County Arts and Cultural Alliance

* * *

Section 2-90.37. Membership.

(a) The Alliance shall have seven (7) members and shall include one (1) member who is a ~~resident-representative~~ of each of the following municipalities: Clermont, Eustis, Minneola, Leesburg, Tavares, and Mount Dora. Additionally, there shall be one (1) member who shall represent the following municipalities on a rotating basis: Astatula, Fruitland Park, Groveland, Howey-in-the-Hills, Lady Lake, Mascotte, Monteverde and Umatilla. The member representing the smaller municipalities shall serve one (1) year terms, rotating in alphabetical order.

* * *

Section 3. Inclusion in Code. It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Severability. If any section, sentence, clause, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance.

Section 5. Filing with the Department of State. The clerk shall be and is hereby directed forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 6. Effective Date. This Ordinance shall become effective as provided for by law.

{Rest of Page Intentionally Left Blank}

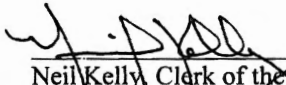
ORDINANCE 2014 - 50 LAKE COUNTY ARTS & CULTURAL ALLIANCE MEMBERSHIP

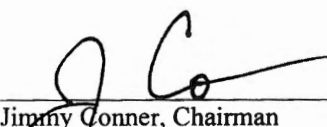
Enacted this 1st day of August, 2014.

Filed with the Secretary of State August 20, 2014.

ATTEST:

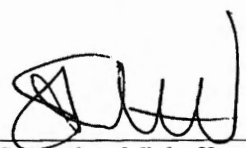
BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida


Jimmy Conner, Chairman

This 1st day of August, 2014.

Approved as to form and legality:


Sanford A. Minkoff
County Attorney



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

August 20, 2014

Honorable Neil Kelly
Clerk of the Circuit Court
Lake County
550 West Main Street
P. O. Box 7800
Tavares, Florida 32778-7800

Attention: Susan Boyajan

Dear Mr. Kelly:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge of your electronic copy of Lake County Ordinance No. 2014-50, which was filed in this office on August 19, 2014.

Sincerely,

Liz Cloud
Program Administrator

LC/elr

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270 • Facsimile: (850) 488-9879
www.dos.state.fl.us

1
2 **Staff Summary**
3

4 This ordinance dissolves the Lake County Cultural Affairs Council and creates the Lake
5 County Arts and Cultural Alliance as an advisory body to the Board of County Commissioners.
6 The ordinance also designates the Lake County Office of Tourism and Business Relations as the
7 Lake County local arts agency and authorizes the office to apply for grants to support the arts.
8

9 **ORDINANCE 2007 -21**
10

11 **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE**
12 **COUNTY, FLORIDA, DISSOLVING THE LAKE COUNTY CULTURAL AFFAIRS**
13 **COUNCIL; CREATING DIVISION 10, ARTICLE IV, CHAPTER II OF THE LAKE**
14 **COUNTY CODE, ENTITLED LAKE COUNTY ARTS AND CULTURAL ALLIANCE;**
15 **CREATING THE ALLIANCE AS AN ADVISORY BODY; PROVIDING FOR**
16 **MEMBERSHIP; PROVIDING FOR DUTIES OF THE ALLIANCE; PROVIDING**
17 **PROCEDURES FOR ALLIANCE MEETINGS, PUBLIC HEARINGS AND RULES;**
18 **DESIGNATING THE LAKE COUNTY OFFICE OF TOURISM AND BUSINESS**
19 **RELATIONS AS ITS LOCAL ARTS AGENCY; PROVIDING FOR INCLUSION IN**
20 **THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN**
21 **EFFECTIVE DATE.**
22

23
24 **WHEREAS**, on April 18, 1995, the Board of County Commissioners adopted Resolution
25 1995-72, creating the Lake County Cultural Affairs Council; and
26

27 **WHEREAS**, on April 9, 1996, the Board of County Commissioners adopted Resolution
28 1996-61, amending the membership terms of the Lake County Cultural Affairs Council; and
29

30 **WHEREAS**, on June 15, 1999, the Board of County Commissioners adopted Resolution
31 1999-111, extending and amending the membership terms of the Lake County Cultural Affairs
32 Council; and
33

34 **WHEREAS**, the Board recognizes the importance of cultural activities and desires to
35 encourage and facilitate opportunities for residents to participate in cultural events in all areas of
36 the County; and
37

38 **WHEREAS**, the Board now wishes to reorganize the membership and duties of the
39 committee that makes decisions regarding cultural and arts activities within the County; and
40

41 **WHEREAS**, the reorganization of the committee will promote efficiency and
42 effectiveness in providing cultural events for the citizens of Lake County; and
43

44 **WHEREAS**, having members on the committee from the cities will provide a more
45 comprehensive perspective of cultural issues in Lake County; and
46

1 **WHEREAS**, the Board now desires to dissolve the Cultural Affairs Council and create
2 the Arts and Cultural Alliance as an advisory body to advise the Board on cultural and arts issues
3 in the County.

4
5 **NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of
6 Lake County, Florida that:

7
8 **Section 1. Recitals.** The foregoing recitals are true and correct and incorporated herein
9 by reference.

10
11 **Section 2. Dissolution.** The Lake County Cultural Affairs Council is hereby
12 dissolved.

13
14 **Section 3. Creation.** Division 10, Article IV, Chapter II of the Lake County
15 Code, entitled Lake County Arts and Cultural Alliance, consisting of Sections 2-90.36-2-90.41 is
16 created to read as follows:

17
18 **DIVISION 10. Lake County Arts and Cultural Alliance**

19
20 **Section 2-90.36. Title.**

21
22 The Lake County Arts and Cultural Alliance is hereby created, hereinafter referred to as
23 the "Alliance."

24
25 **Section 2-90.37. Membership.**

26
27 (a) The Alliance shall have seven (7) members and shall include one (1) member who
28 is a resident of the following municipalities: Clermont, Eustis, Minneola, Leesburg, Tavares,
29 and Mount Dora. Additionally, there shall be one (1) member who shall represent the following
30 municipalities on a rotating basis: Astatula, Fruitland Park, Groveland, Howey-in-the-Hills,
31 Lady Lake, Mascotte, Monteverde and Umatilla. The member representing the smaller
32 municipalities shall serve one (1) year terms, rotating in alphabetical order.

33
34 (b) All individuals acting as a representative of a municipality shall be recommended
35 by the governing body of that municipality. The Board of County Commissioners will appoint
36 members to the Alliance as recommended by the municipality. In the event that a municipality
37 fails to recommend a member to serve on the Alliance within sixty (60) days after notification of
38 a vacancy, the appointment shall be made by the Board. In the event that the municipality
39 representing the smaller cities fails to recommend a member to serve on the Alliance within sixty
40 (60) days after notification of its term, the governing body of the next municipality shall make a
41 recommendation to fill the position.

42
43 (c) Each permanent member shall be appointed for a term of two (2) years; provided,
44 however, the initial terms of the members representing Clermont, Leesburg, and Minneola shall
45 expire July 31, 2008. The initial terms of the remainder of the members shall expire July 31,
46 2009. Thereafter, all membership terms shall for be two (2) years. If a vacancy occurs, the

1 Board shall appoint a replacement member to serve the remainder of the term as set forth above.
2 Members may be reappointed.

3
4 (d) Committee members may be removed by the Board of County Commissioners at
5 any time. Regular attendance at meetings is required.

6
7 (e) A member of the Lake County Board of County Commissioners shall serve as a
8 non-voting liaison to the Committee.

9
10
11 **Section 2-90.38. Duties.**

12
13 The Alliance shall advise the Board of County Commissioners on matters relating to arts
14 and cultural affairs within the County. The Alliance shall:

15
16 (a) Encourage and facilitate more efficient use of public and private resources for the
17 development and support of the arts.

18
19 (b) Assess opportunities for the arts, artists, art institutions, community arts
20 organizations and the citizens of the County relating to the arts.

21
22 (c) Provide recommendations regarding use of Florida Arts License Plate fees
23 received pursuant to Section 320.08058(12), Florida Statutes.

24
25 (d) Provide recommendations to the Board regarding technical assistance to the arts
26 community, including advising the Board on available local, state or federal grants that may be
27 available for application.

28
29 (e) Stimulate public awareness and appreciation of the arts in Lake County.

30
31 (f) Perform any other functions as directed by the Board of County Commissioners
32 regarding matters related to the arts.

33
34
35 **Section 2-90.39. Procedures.**

36
37 (a) The Alliance shall meet at least quarterly or more often as determined by the
38 Alliance.

39
40 (b) The members of the Alliance shall elect a chairman and vice-chairman.

41
42 (c) All meetings shall be held in a public place and shall be open to the public pursuant
43 to Section 286.011, Florida Statutes.

44
45 (d) All meetings shall be noticed and minutes recorded.

1 (e) Robert's Rules of Order, Newly Revised, shall be the reference source on all
2 questions of parliamentary procedure.

3
4 (f) A quorum for conducting business shall be a majority of the currently appointed
5 members.

6
7 **Sections 2-90.40-41. Reserved.**

8
9 **Section 4. Designation.** The Lake County Board of County Commissioners hereby
10 designates the Lake County Office of Tourism and Business Relations as the Lake County local
11 arts agency to receive Florida Arts License Plate fees pursuant to Section 320.08058(12), Florida
12 Statutes. The Office of Tourism and Business Relations shall use the fees to support arts
13 organizations, arts programs and art activities within the County. The Office is also authorized
14 to apply for state, federal, or private grants that will support the arts in Lake County.
15

16 **Section 5. Inclusion in Code.** It is the intent of the Board of County
17 Commissioners that the provisions of this Ordinance shall become and be made a part of the
18 Lake County Code and that the sections of this Ordinance may be renumbered or relettered and
19 the word "ordinance" may be changed to "section", "article", or such other appropriate word or
20 phrase in order to accomplish such intentions.
21

22 **Section 6. Severability.** If any section, sentence, clause, or phrase of the Ordinance
23 is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
24 shall in no way affect the validity of the remaining portion of this Ordinance.
25

26 **Section 7. Effective Date.** This Ordinance shall become effective as provided for by
27 law.

28
29 Enacted this 15th day of May, 2007.

30
31 Filed with the Secretary of State May 24 2007.

32
33 Effective May 24, 2007.

34
35 ATTEST:

36 

37
38
39 James C. Watkins, Clerk of the
40 Board of County Commissioners
41 of Lake County, Florida

42
43 Approved as to form and legality:

44 

45
46
47 Sanford A. Minkoff
48 County Attorney

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA


Welton G. Cadwell, Chairman

This 21st day of May, 2007.



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Tom Carrino, Interim City Manager
DATE: April 7, 2022
RE: RESOLUTION NUMBER 22-25: MEMORANDUM OF UNDERSTANDING WITH LAKE COUNTY SHERIFF'S OFFICE ALLOWING EUSTIS POLICE DEPARTMENT OFFICER TO PARTICIPATE IN CITY-COUNTY INVESTIGATIONS UNIT

Introduction:

Resolution Number 22-25 approves the Memorandum of Understanding between the Eustis Police Department and the Lake County Sheriff's Office.

Background:

The purpose of the Memorandum of Understanding is to allow a Eustis Police Department officer to participate in the City-County Investigations Unit to combat the narcotics issues within Lake County.

Prepared by: Pam Gordon, Police Support Coordinator

Reviewed by: Craig Capri, Police Chief

Recommended Action:

Staff recommends approval of Resolution Number 22-25.

Budget Impact:

None

Attachments:

[Resolution Number 22-25](#)

Reviewed by:

RESOLUTION NUMBER 22-25

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER AND POLICE CHIEF OF THE CITY OF EUSTIS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EUSTIS AND THE LAKE COUNTY SHERIFF'S OFFICE ALLOWING AN OFFICER TO PARTICIPATE IN THE CITY-COUNTY INVESTIGATIONS UNIT.

WHEREAS, the Lake County Sheriff's Office operates the City-County Investigations Unit; and

WHEREAS, the City-County Investigations Unit is comprised of the Lake County Sheriff's Office and officers from other law enforcement agencies within Lake County; and

WHEREAS, the City of Eustis Police Chief desires to participate in the City-County Investigations Unit by assigning a sworn officer from the City of Eustis Police Department to the City-County Investigations Unit;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida, directs and authorizes the City Manager and Police Chief to complete an interlocal agreement with the Lake County Sheriff's Office to allow participation within the City-County Investigations Unit

DONE AND RESOLVED, this 7th day of April 2022, 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:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 8th day of April 2022, by Michael L. Holland, Mayor, and Mary C. Montez, 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 22-25 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.

Mary C. Montez, City Clerk



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Tom Carrino, Interim City Manager
DATE: April 7, 2022
RE: RESOLUTION NUMBER 22-12: SITE PLAN WITH WAIVERS FOR AN ELLIANO'S COFFEE DRIVE-THROUGH COFFEE SHOP RESTAURANT

Introduction:

Resolution Number 22-12 approves a site plan with waivers for an approximately 800-square foot drive-through only coffee shop/restaurant (Elliano's Coffee), on approximately 0.46 acres, located at 2520 South Bay Street.

Background:

- a. The subject property comprises approximately 0.46 acres, which currently is vacant and undeveloped. The most recent prior use of the property was an ice machine, which as since been removed from the property.
- b. The site is within the General Commercial (GC) land use district, which allows a drive-through restaurant as a permitted use.
- c. The property is within the Urban Corridor Design District. The project utilizes the Commercial building lot type.

Recommended Action:

The administration recommends approval of Resolution Number 22-12.

Alternatives:

1. Approve Resolution Number 22-12.
2. Deny Resolution Number 22-12.

Budget Impact:

There would be no direct cost to the City associated with the action other than providing standard City services to the development. There would be no additional staff time beyond the normal plan review process and building inspection.

Attachments:

[Staff Report Resolution Number 22-12 Ellianos Coffee Site Plan w Waivers APRIL 7 CC](#)
[Resolution Number 22-12 Ellianos Coffee Site Plan w Waivers \(1\)](#)

Reviewed by:

Jeff Richardson, Deputy
Development Services Director
Tom Carrino, Interim City
Manager
Mary Montez, City Clerk

Approved - 01 Apr 2022

Approved - 01 Apr 2022

Approved - 01 Apr 2022



City of Eustis

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

TO: EUSTIS CITY COMMISSION
FROM: TOM CARRINO, INTERIM CITY MANAGER
DATE: APRIL 7, 2022
RE: RESOLUTION NUMBER 22-12: SITE PLAN WITH WAIVERS FOR AN ELLIANO'S COFFEE DRIVE-THROUGH COFFEE SHOP RESTAURANT

Introduction:

Resolution Number 22-12 approves a site plan with waivers for an approximately 800-square foot drive-through only coffee shop/restaurant (Elliano's Coffee), on approximately 0.46 acres, located at 2520 South Bay Street.

Recommended Action:

The administration recommends approval of Resolution Number 22-12.

Background:

1. Pertinent Site Information:

- The subject property comprises approximately 0.46 acres, which currently is vacant and undeveloped. The most recent prior use of the property was an ice machine, which as since been removed from the property.
- The site is within the General Commercial (GC) land use district, which allows a drive-through restaurant as a permitted use.
- The property is within the Urban Corridor Design District. The project utilizes the Commercial building lot type.
- The site and surrounding properties' land use, design district designations, and existing uses are shown below:

Location	Existing Use	Future Land Use	Design District
Site	Vacant	General Commercial (GC)	Urban Corridor
North	Commercial Office	General Commercial (GC)	Urban Corridor
South	Pinecrest Dr and Commercial	General Commercial (GC)	Urban Corridor
East	Bay St and Commercial	General Commercial (GC)	Urban Corridor
West	Single Family Residence	Residential/Office Transitional (RT)	Urban Corridor

2. Proposed Development:

The proposed development includes demolition of minimal existing asphalt, followed by construction of an 800-square foot drive-through only coffee shop restaurant

(Elliano's Coffee). The property fronts on two streets: West Pinecrest Avenue and South Bay Street. The applicant is requesting waivers to the building frontage, landscape buffer, building landscape, and building design standards (glazing requirements). See Section 3, Waivers, for details. (See Exhibit A for site plan).

3. Waivers:

a) Staff Supported:

1. Waiver to minimum 50% frontage buildout (Section 110-4.13);
2. Waiver to landscape buffer requirement of five feet between drive-through lane and the perimeter of the property that is visible from the street (Section 115-6.1.3);
3. Waiver to the landscape area and a ten-foot minimum planting around buildings (Section 115-9.3.1); and
4. Waiver to building design standards (Section 115-6.1).

4. Considerations/Waiver Review:

- a) Frontage buildout percentage: The commercial lot type (Section 110-4.13) is a building lot located and designed to accommodate single use office and retail that are predominately located on corridors as part of a retail complex. The city's code does not have a lot typology to specifically address drive-through only restaurants.

The Commercial Building lot typology requires a 50 to 100% frontage build-out percentage. As the site fronts on "B" streets the minimum frontage build-out is 50% per Section 115-5. Only 25% of the required frontage may be met with a knee wall. This is a design requirement to keep the street frontages looking full.

The applicant is requesting a waiver to allow frontage buildout of 15% at South Bay Street and 26% at West Pinecrest Drive.

The proposed project is redevelopment of the site which most recently had an ice machine on it which has been relocated. This is a unique site with two sides of the site fronting a roadway, so compliance with the frontage build-out requirements would be challenging and possibly unachievable for the vast majority of potential developments that may be interested in the site.

If the applicant were to meet the code requirement for building frontage percentage, this would require the coffee shop building to have much larger dimensions, different shape, which building design would be unable to accommodate this drive-through only coffee shop restaurant business type. The building prototype for this business is only about forty feet by twenty feet. The nature of drive-through restaurants devotes a large proportion of the development site to accommodating vehicular movement. A building which would fit the code would be contrary to the business model.

The applicant cannot meet the frontage buildout requirements, but they are providing landscaping along both frontages, which meets the intent of the code. Site landscaping can help the street frontage look full. Trees and shrubs will be planted along with sod along the property lines except for where driveways for ingress and egress are proposed.

b) Drive-through Lane Landscaping: Landscaping interacts with existing conditions and building designs and sometimes need to be adjusted. The code (Section 115-9.3.1) states that buffers can be reduced to meet individual site constraints. Per Section 115-6.1.3, landscaping of drive-through windows and lanes shall have a five-foot wide buffer located between the lane and the perimeter of the property that is visible from the street. The length shall be determined by the length of the window and lane. The buffer shall be planted with shrubs a minimum of 20 inches in height at time of planting and be capable of attaining a height of two feet within one year and three feet within two years.

The applicant is requesting a waiver to eliminate the five-foot drive-through buffer.

The site constraints, lane requirements for vehicular movement and the building prototype for a drive-through only coffee shop limits the available area for landscaping. The site plan proposes landscaping along Bay Street and Pinecrest, which will help to break up the view to the drive-through lanes. The view from the residence to the west is screened by the existing six-foot white vinyl fence. This fence is being extended to the north property line and then east fifty-six feet to help obscure views from the adjacent parcels. Trees and shrubs will be planted along with sod along the property lines except for where driveways for ingress and egress are proposed.

b) Building Perimeter Landscape: Landscaping interacts with existing conditions and building designs and sometimes need to be adjusted. The code (Section 115-9.3.1) states that buffers can be reduced to meet individual site constraints. Urban design district standards and urban buffers apply when buildings are brought up to the street and utilize a build-to line. As the building on this site is not brought up to the street, Section 115-9.3.2 applies, requiring a minimum ten-foot-wide landscape area shall be located around all buildings. A five-foot sidewalk may be included in this buffer area. An average of one understory or canopy tree shall be located for every 50 linear feet of building perimeter. All edges of buildings shall have a foundation planting of shrubs and groundcovers as a minimum. Shrubs and groundcovers shall comprise at least 30 percent of the required green space.

The applicant is requesting allowance for building landscaping only on two sides (northern and southern) due to the building and business design with the need for the space for the drive-through. On the northern side of the building, which includes pedestrian access (for employees as customers cannot enter the building), there is proposed ground cover (Lily turf, Liriope Evergreen Giant), shrubs (Loropetalum Purple Giant and Variegated Shell Ginger), and trees (Yaupon Holly). On the southern

side of the building, there is proposed ground cover (Lily turf, Liriope Evergreen Giant), shrubs (Loropetalum Purple Giant and Simpson stopper, twinberry), and trees (Muscogee Crape Myrtle).

- c) Building Design Standards – Storefront Character: The Land Development Regulations include building design standards for nonresidential building types for all building types excluding the industrial building lot types and the industrial complex (Section 115-6.1). Commercial and mixed-use buildings shall express a "storefront character". The applicant is requesting a waiver to the requirement for regularly spaced and similar-shaped windows with window hoods or trim (all building stories) as well as large display windows on the ground floor. This code requirement is to encourage a walkable feel and to be inviting to pedestrians. However, the location of this site is not conducive to heavy pedestrian traffic as it has frontage on two public streets, one of which is a major arterial (Bay Street). The building prototype for this business is only about forty feet by twenty feet. The unique business model and building prototype are designed for efficient use of space, wherein equipment and storage of goods/shelving exists on the perimeter walls interior to the building. Compliance with the glazing requirements would complicate the internal business operation/process and/or result in window views inconsistent with the intent of the code.

Through the review process, the applicant has modified the proposed building elevations to meet the building design standards to the extent possible due to the building prototype and business model. The proposed building elevations provide variation in building façade in which there is a foundation or base from the ground up to the bottom of the lower windowsills, with a change in material after the window is reached. There is a variation in roof lines. Divisions and breaks in materials and window bays are provided.

5. Applicable Policies and Codes:

- a) Section 109-2.4: General Commercial (GC). This land use designation is intended for an area consisting of primarily freestanding commercial land uses serving both motorists and local residents.
- b) Section 109-5.3. - Urban development pattern intent statements. Urban corridor.
- a) Definition: Linear concentrations of typically commercial uses, predominately auto-oriented uses. The parcel size is primarily shallow in nature, compatible with the adjacent neighborhoods.
 - b) Structure: Interconnected driveways or rear lanes, access ways.
 - c) Form: Predominately single-use areas that may include a mix of uses, retail, and residential.
- c) Section 110-4.13: Commercial Building Lot. A building lot located and designed to accommodate a single use office and retail that are predominately located as part of a retail complex.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	50	300
Lot Depth (ft)	100	300
Lot Size (sf)	5,000	90,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	75
Common Lot Setback (ft)	0	—
Rear Setback (ft)	15	—
Frontage Buildout (%)	50	100

d) Section 115-5. - Frontage build-out requirements and retail complex block configuration:

- a) Frontage buildout requirements for "A" and "B" Streets. The minimum frontage requirements are only permitted along "B" streets and the maximum frontage requirement shall be met along "A" streets. If any of the designated "A" streets do not have an alley or alternative drive access, the minimum frontage build out may be reduced to allow 24 feet of driveway access.
- b) The building lot typologies specify the setbacks permitted within each building lot type. The frontage buildout percentage required by building lot type may be met if a knee wall is constructed with the following provisions.
 - i. In urban districts, only 25 percent of the required frontage may be credited as part of a knee wall. In suburban districts 25 percent of the required frontage may be credited as part of a knee wall.
 - ii. Minimum two feet in height to a maximum of three feet.
 - iii. The knee wall must be an opaque material which complements the primary building's architecture by utilizing the same architectural style.

e) Section 115-6.1:

- a) Storefront character. Commercial and mixed-use buildings shall express a "storefront character". This guideline is met by providing all of the following architectural features along the building frontage as applicable. Commercial and mixed-use buildings located on arterial roads in a suburban corridor design district (i.e. US Hwy 441, SR 19 south of Ardice Ave./north of Laurel Oaks) shall be exempt from meeting these requirements.

(1) Corner building entrances on corner lots.

(2) Regularly spaced and similar-shaped windows with window hoods or trim (all building stories).

(3) Large display windows on the ground floor. All street-facing, park-facing and plaza-facing structures shall have windows covering a minimum of 40 percent and a maximum 80 percent of the ground floor of each storefront's linear frontage. Blank walls shall not occupy over 50 percent of a street-facing frontage and shall not exceed 30 linear feet without being interrupted by a window or entry. Mirrored glass, obscured glass and glass block cannot be used in meeting this requirement.

b) Section 115-6.1.3: Drive-through services and automotive lifts

(a) Drive-through services. Drive through customer services shall be located at the rear or the side of the building. In urban areas, the drive-through may be located at the rear or side of a building or on a side facing a "B" street. Drive-throughs shall not be permitted along "A" streets in urban areas. Landscaping of drive-through windows and lanes shall have a five-foot wide buffer located between the lane and the perimeter of the property that is visible from the street. The length shall be determined by the length of the window and lane. The buffer shall be planted with shrubs a minimum of 20 inches in height at time of planting and be capable of attaining a height of two feet within one year and three feet within two years.

c) Section 115-9.3.1: Urban Design District Standards

(a) Urban landscape

(1) When buildings are brought up to the street and utilizing a build-to-line, an urban buffer shall be provided.

The urban buffer shall be determined by the sidewalk width. An eight-foot-wide pedestrian area must be maintained for at least 50 percent of the street frontage. Therefore, if the sidewalk is five feet wide an additional three feet shall be required as an urban buffer or front setback.

The front buffer for an urban type development shall be allowed to provide potted plants. At a minimum, a 36-inch diameter pot by 24 inches high should be provided every 20 lineal feet of building frontage. The plant species should be two times as high as the height of the pot. Low growing plants, flowering annuals should be planted at the base of the pot. All efforts should be made to preserve existing tree canopy within the right-of-way

(2) Street Trees.

a. Trees shall have a minimum two inches DBH and be of Florida No. 1 grade as per "Grades and Standards for Nursery Plants," Florida Department of Agriculture and Consumer Services. All landscaping shall meet FDOT visibility standards.

b. Tree spacing: For corridors and centers, one street tree shall be planted for every 30 linear feet or frontage or fraction thereof. For all other streets, one street tree shall be planted 40 to 60 feet on center. Street trees shall be planted a minimum of ten feet from any above ground utility, such as transformer pads and fire hydrants.

c. Tree species: Select tree species that are appropriate for street tree planting conditions shall be used.

d) Section 115-9.3.2: Suburban Design District Standards

- (a) Suburban landscape
- (1) Building open areas. The green spaces around buildings shall be landscaped completely with trees, shrubs, groundcovers, annuals or sod.
 - a. A minimum ten-foot wide landscape area shall be located around all buildings. A five-foot sidewalk may be included in this buffer area.
 - b. An average of one understory or canopy tree shall be located for every 50 linear feet of building perimeter.
 - c. All edges of buildings shall have a foundation planting of shrubs and groundcovers as a minimum. Shrubs and groundcovers shall comprise at least 30 percent of the required green space
- (2) Landscape buffer along public streets.
 - a. A 15 to 24-foot landscape buffer shall be required along public streets with vegetation planted per the table below. Buffers smaller than 15 feet may be permitted when the building is sited with a street setback between 5 to 15 feet, or when the buffer must be reduced to meet individual site constraints.

Alternatives:

1. Approve Resolution Number 22-12.
2. Deny Resolution Number 22-12.

Discussion of Alternatives:

Alternative 1 approves Resolution Number 22-12

Advantages:

- a) The property owner can move forward to obtain approval of Final Engineering and Construction Plans, as well as a building permit for the proposed development.
- b) The action would be consistent with the existing development patterns in the area.
- c) Approval and construction of the project could spur other redevelopment or new development projects in the area.
- d) The City would realize additional ad-valorem tax revenue once the building is constructed.
- e) The action would be consistent with the goals, objectives and policies of the Comprehensive Plan.

Disadvantages:

- a) The action would approve waivers to the Land Development Regulations.

Alternative 2 denies Resolution Number 22-12.

Advantages:

- a) The applicant may be able to redesign the site where waivers to the LDRs may not be necessary or the number of waivers reduced.

Disadvantages:

- a) The applicant may abandon the project due to additional costs to redesign.
- b) The City would not realize additional tax revenue from the new construction.

Community Input

The department has properly advertised the Resolution in the newspaper; notified surrounding properties within 500 feet; and posted the property. To date, there has been three inquiries with questions and concerns regarding the proposed development.

Budget / Staff Impact:

There would be no direct cost to the City associated with the action other than providing standard City services to the development. There would be no additional staff time beyond the normal plan review process and building inspection.

Prepared By:

Heather Croney, Senior Planner

Reviewed By:

Jeff Richardson, AICP, Deputy Development Services Director

Attachments

- Exhibit A (Site Plan) and Exhibit B (Building Elevations)
- Resolution Number 22-12

To be provided on request:

- Surrounding Property Owner Notice
- Legal Advertisement

EXHIBIT A: SITE PLAN

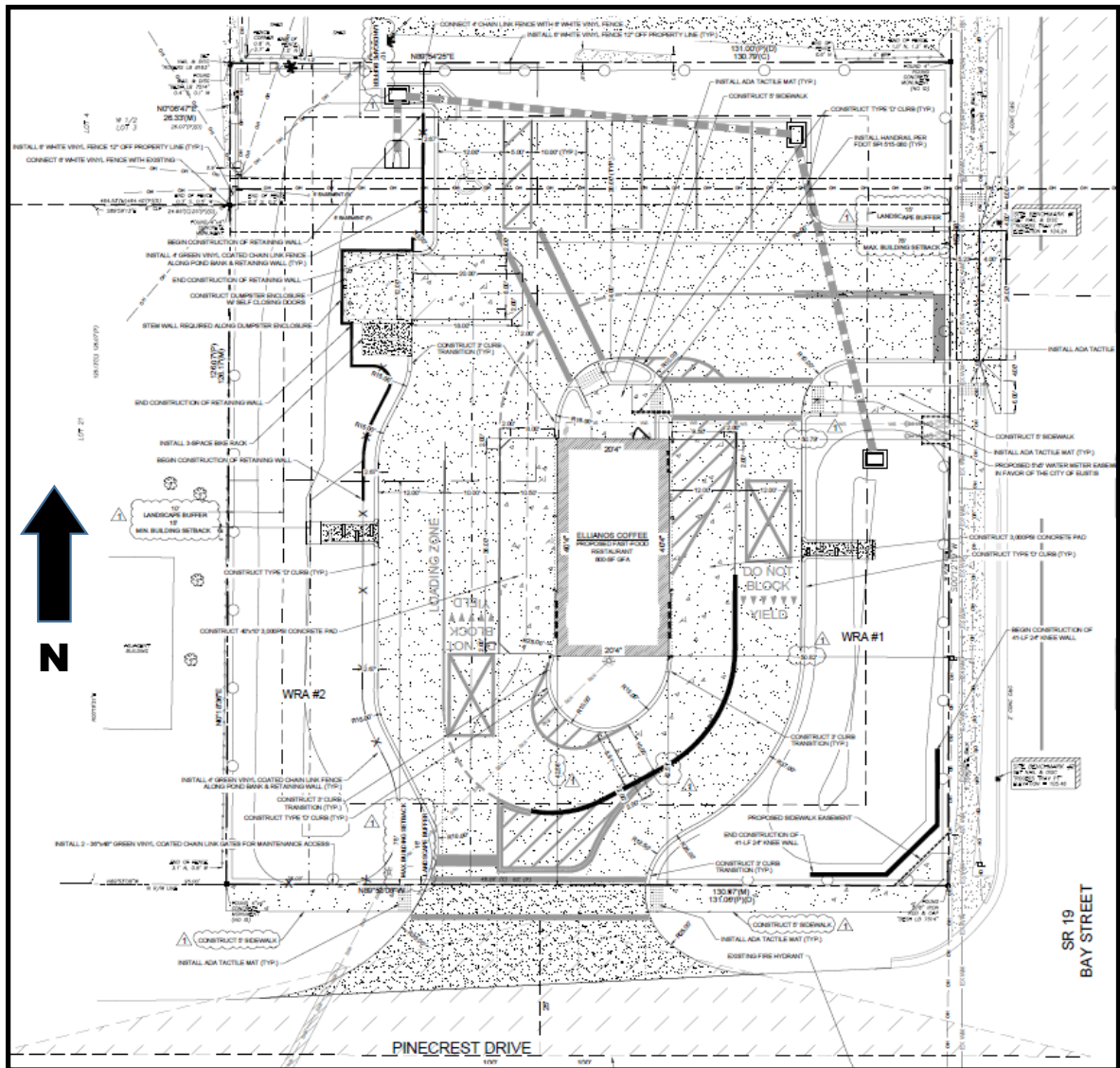
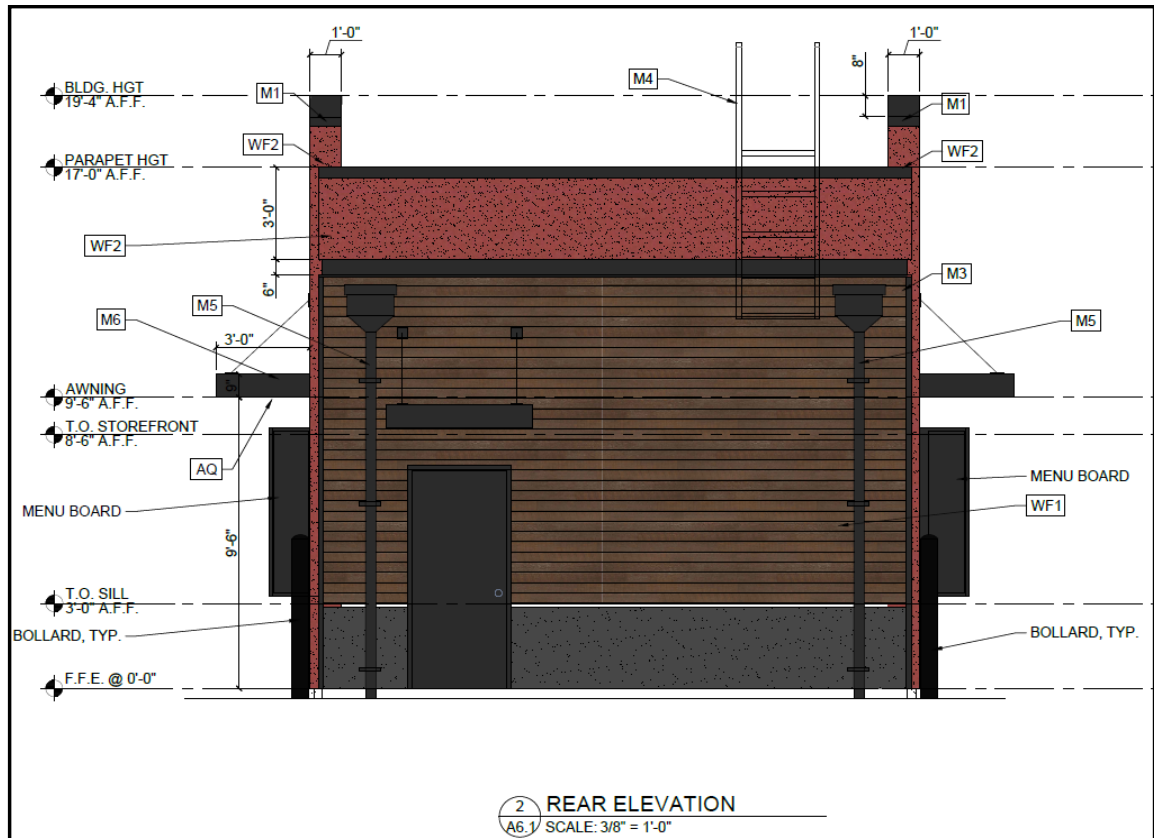


EXHIBIT B: BUILDING ELEVATIONS





RESOLUTION NUMBER 22-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A SITE PLAN WITH WAIVERS FOR A 800 +/- SQUARE FOOT ELLIANOS COFFEE DRIVE-THROUGH ONLY RESTAURANT ON APPROXIMATELY +/- 0.46 ACRES LOCATED AT 2520 SOUTH BAY STREET.

WHEREAS, David Clutts, Civil Engineering Solutions, LLC, has made an application for a Site Plan with waivers to permit an approximately 800-square foot drive-through only coffee shop/restaurant, on approximately 0.46 acres located at 2520 South Bay Street, more particularly described as:

Alternate Key Number: 1197023

Parcel Identification Number: 14-19-26-1500-010-00100

Lots 1, 2, and 23, 24 and the East 1/2 of Lots 3 and 22, in Block 10 of Lynnhurst Subdivision, according to the plat thereof, as recorded in Plat Book 8, Page 50 of the Public Records of Lake County, Florida less and except North 100 feet of Lot 1, 2 and East 1/2 of Lot 3 in Block 10, Lynnhurst Subdivision.

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

WHEREAS, a drive-through restaurant 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 the drive-through coffee shop, and attached hereto as Exhibit A is hereby approved with the following waivers:

1. Waiver to minimum 50% frontage buildout (Section 110-4.13);
2. Waiver to landscape buffer requirement of five feet between drive-through lane and the perimeter of the property that is visible from the street (Section 115-6.1.3);
3. Waiver to the landscape area and a ten-foot minimum planting around buildings (Section 115-9.3.1); and
4. Waiver to building design standards (Section 115-6.1).

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 7th day of April, 2022, 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:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 8th day of April, 2022, by the Michael L. Holland, Mayor, and Mary C. Montez, 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, 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 Resolution Number 22-12 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.

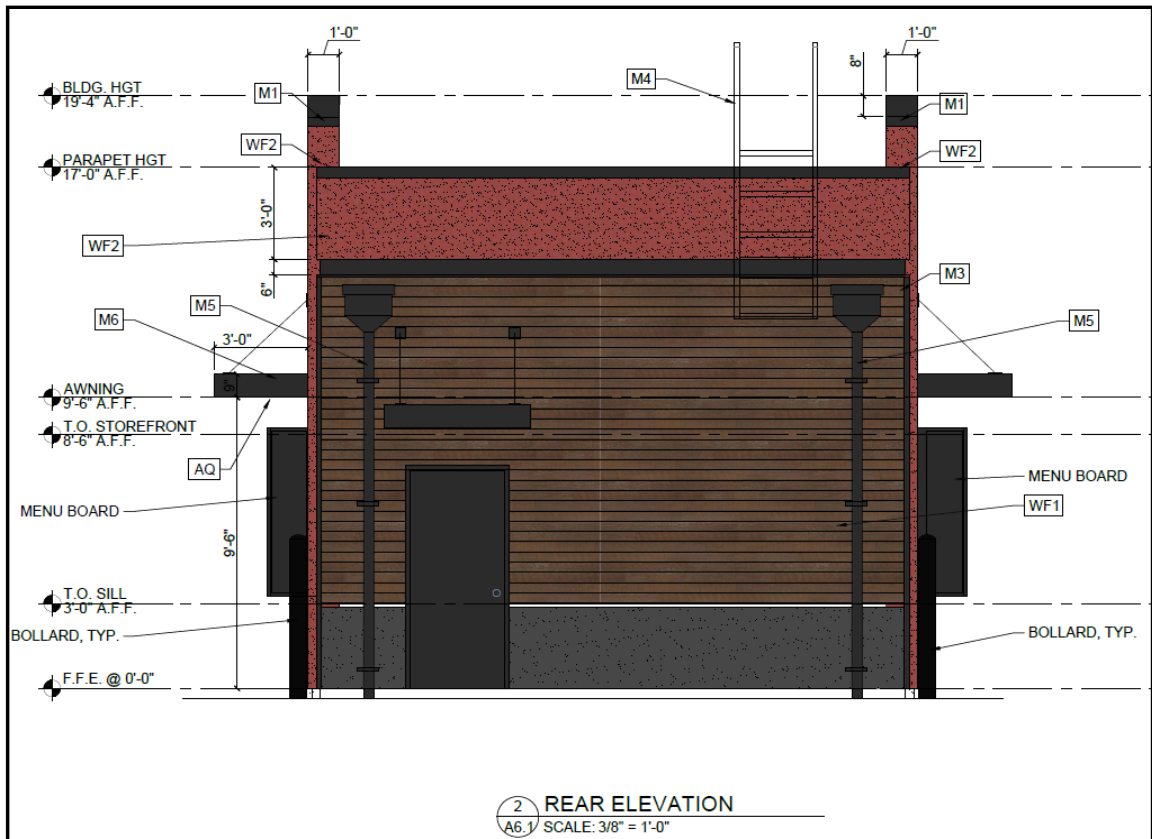
Mary C. Montez, City Clerk

[illegible]

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EXHIBIT B: BUILDING ELEVATIONS







City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Tom Carrino, Interim City Manager
DATE: April 7, 2022
RE: RESOLUTION NUMBER 22-15: LEASE AGREEMENT WITH THE EUSTIS COMMUNITY ALLIANCE FOR 1128 CLIFFORD AVENUE

Introduction:

Resolution Number 22-15 authorizes the Interim City Manager to execute a lease agreement with the Eustis Community Alliance (ECA) for the building located at 1128 Clifford Avenue.

Background:

See attached Staff Report.

Attachments:

[Staff Report - Res. No. 22-15 ECA Lease for 1128 Clifford](#)
[Resolution 22-15 Lease Agreement ECA 1128 Clifford ADA](#)
[LEASE AGREEMENT 1128 Clifford](#)

Reviewed by:

Tom Carrino, Interim City
Manager
Mary Montez, City Clerk

Approved - 01 Apr 2022
Approved - 01 Apr 2022



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, INTERIM CITY MANAGER

DATE: APRIL 7, 2022

RE: RESOLUTION NUMBER 22-15
LEASE AGREEMENT WITH THE EUSTIS COMMUNITY ALLIANCE
FOR 1128 CLIFFORD AVENUE

Introduction:

Resolution Number 22-15 authorizes the Interim City Manager to execute a lease agreement with the Eustis Community Alliance (ECA) for the building located at 1128 Clifford Avenue.

Recommendation:

Staff recommends approval of Resolution Number 22-15.

Background:

The City of Eustis has been approached by representatives of the ECA to lease a City-owned, 1,225 sf building at 1128 Clifford Avenue. The property was previously leased (at no cost) by Commissioned Beyond Borders, Inc. as a neighborhood service center. Representatives of Commissioned Beyond Borders expressed that they were not interested in continuing the lease, so it expired on September 30, 2021.

The Eustis Community Alliance has, in the interim, continued to offer similar community services and resources. The ECA would like to formalize that arrangement with a new lease.

The proposed lease is very similar to the previous lease with Commissioned Beyond Borders, with a few exceptions. The lease will continue to be at no cost. Previously, the City provided a reimbursement for utilities, but now the City will pay utilities directly. The City will also provide two computers to support services to the community. The lease is through December 31, 2022, and it allows the tenant to terminate the lease with 60 days-notice while the City can terminate the lease with 120 days-notice. As part of the lease, the ECA agrees to provide a quarterly report to the City regarding services provided and number of participants served.

Alternatives:

1. Approve Resolution Number 22-15, authorizing the Interim City Manager to execute the proposed lease agreement with the Eustis Community Alliance Inc.
2. Deny Resolution Number 22-15.
3. Modify the proposed lease agreement.

Community Input:

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

Budget and Staffing Impact:

The City will continue to forego rent on the building in return for the important services offered to the community. The City previously reimbursed \$1,500 annually for utilities. In lieu of reimbursement, the City will cover utility costs directly.

Prepared by:

Tom Carrino, Interim City Manager

Attachments:

Resolution Number 22-15 with Attached Proposed Lease

RESOLUTION NUMBER 22-15

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
EUSTIS, FLORIDA; AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE A LEASE AGREEMENT WITH THE EUSTIS
COMMUNITY ALLIANCE INC. FOR CITY-OWNED PROPERTY AT
1128 CLIFFORD AVENUE**

WHEREAS, the City of Eustis, Florida owns the following described property, including a 1,225 sq. ft. building:

EUSTIS, HOGAN'S SUB LOTS 4, 5 BLK C PB 2 PG 33 ORB 3944 PG 1664;
and

WHEREAS, the Eustis Community Alliance Inc. (ECA), 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 offering much needed community services and resources; and

WHEREAS, the City finds that it is in the public interest to support the ECA and their activities to support the community; and

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

WHEREAS, the City has no other specified use for the property and building at this time; and

WHEREAS, City support for ECA in the form of the attached lease is necessary in the interest of the public health, safety, morals and welfare of the City of Eustis.

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

That the Interim City Manager is hereby authorized to execute the attached Lease Agreement with the Eustis Community Alliance Inc.

DONE AND RESOLVED this 7th day of April, 2022, 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:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 8th day of April, 2022, by Michael L. Holland, Mayor, and Mary C. Montez, 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 22-15 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.

Mary C. Montez, City Clerk

LEASE AGREEMENT

THIS AGREEMENT is entered into this 7th day of April, 2022, by and between the Eustis Community Alliance, a Florida not for profit corporation ("Tenant"), and the **City of Eustis**, a Florida municipal corporation ("City").

WHEREAS:

- A. Tenant is a community group that requires building space for use in operating a neighborhood family center.
- B. City possesses a suitable building (the "Building") located at 1128 Clifford Avenue, Eustis, Florida.
- C. Tenant wishes to lease the Building and surrounding residential lot from City.
- D. City is willing to lease the Building and surrounding land to Tenant pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Property.** City hereby leases to Tenant, and Tenant leases from City, the Building and land located at 1128 Clifford Avenue, Eustis, Florida (which Building and Land are hereinafter referred to as the "Property").
2. **Term.** The term of this lease shall be for one year, beginning January 1, 2022 and concluding December 31, 2022, and shall be subject to the termination and renewal provisions set forth herein. The parties hereto acknowledge that Tenant relies heavily upon government and/or contractual funding for the continued operation of their business. Should said funding be reduced to the point that Tenant cannot continue operations at the Property, tenant shall have the right to terminate this Agreement by providing 60 days-notice to City and providing proof of same. If the City shall require use of the property, the City shall have the right to terminate this agreement by providing 120 days-notice to Tenant.
3. **Default.** This Agreement is critical to the City and the City reserves the right upon 30 days written notice to Tenant to cancel either in whole or in part any portion of this Agreement due to failure of Tenant to carry out any obligation, term, or condition of the Agreement provided that Tenant shall have 30 days to cure the default. If Tenant cures the default, the Agreement shall not be terminated. Default shall be considered to be any act or failure to act on the part of Tenant including, but not limited to the following:
 1. Tenant fails to adequately perform the services set forth in the Agreement;
 2. Tenant fails to make reasonable progress in the performance of the Agreement and/or gives the City reason to believe that Tenant will not or cannot perform to the requirements of the Agreement.
4. **Remedies Upon Default.** Upon Tenant's default as described in Section 3 above, City may resort to any single or combination of the following remedies:

1. Cancel the Agreement;
 2. Reserve all rights or claims to damage for breach of any covenants of the Agreement;
 3. In case of default, the City reserves the right to purchase materials, or to complete the improvements undertaken by Tenant. To the extent City completes such improvements, the City may demand remuneration from Tenant for such improvement.
5. **Rent.** Tenant shall pay annual rent of \$1.00 per year. All other payments that the tenant makes under this Lease are considered additional rent, regardless of whether the payments are so designated. City shall have the same remedies for tenant's failure to pay additional rent as it does for tenant's failure to pay annual rent. All further references to "rent" shall include both annual rent and additional rent.
6. **Use Of Property.** Tenant shall utilize the Property for a neighborhood service center to provide community services and resource information to the general public and for no other purpose. At no time shall the facility be used for residential purposes or overnight stays.

The City will provide two computers to support community services and resource information for the general public.

7. Maintenance, Repairs And Improvements:

1. Tenant assumes full and total responsibility for the Property's maintenance and general cleanup, including but not limited to routine cleaning.
2. Any improvements become property of the City upon termination of this lease by either party.
3. All improvements to the Property must be pre-approved by the City prior to submittal to the City Building Department for permitting. Tenant is not authorized to make any improvements at the Property without written approval of the City and must obtain required permits for improvements at Tenant's sole expense prior to commencement of construction. Failure to obtain proper approvals and permits will result in immediate termination of this lease.
4. Prior to occupation of the facility, Tenant may renovate the facility in accordance with current codes and shall obtain necessary professional services, permits and inspections for all required work all of which shall be provided by the appropriate authority, if applicable.
5. City may repair at the expense of Tenant, all damage or injury to the Property resulting from the misuse or negligence of Tenant or Tenant's guests or other person on the Property with Tenant's consent. The cost of such repairs shall be paid by Tenant as additional rent to City within five days of rendition of City's bill concerning such costs. There shall be no allowance to Tenant and no liability on the part of City by reason of inconvenience or annoyance arising from the making of any repairs, alterations, additions or improvements to the Property or any portion of the facilities in which the Property is located. Tenant shall deliver

Property to City at termination of Lease in their present condition, ordinary wear and tear excepted. City and Tenant expressly agree that City shall have no obligation to maintain the Property pursuant to Section 83.51, Florida Statutes.

6. Tenant shall not stockpile materials at the Property or anywhere on the grounds; nor shall Tenant allow others to store equipment or materials on the Property.
7. Tenant shall make regular safety inspections and shall immediately correct any safety deficiencies before the Property is again occupied by the public.

8. **Operations.**

- 8.1. No occupancy of the property outside of the perimeters of the Property boundary is permitted for Tenant activities without the written consent of the City.
- 8.2. Tenant shall ensure that facility patrons use designated parking areas only and are not permitted to park vehicles on the grass or property not otherwise designated for parking. This requirement must be strictly enforced by Tenant. Tenant shall not allow Tenant employees, volunteers and guests to utilize parking lots intended to serve City facilities (to the exclusion of patrons utilizing said facilities) without the written consent of the City.
- 8.3. Tenant shall not post signs of any nature on the exterior of the Property (rule signs, directional signs, sponsor signs, etc.) without the written approval of same by the Director of Development Services and in keeping with City of Eustis Code requirements.
- 8.4. Tenant shall ensure that there is no alcohol sold or consumed on the Property by Tenant employees or guests.
- 8.5. Tenant shall ensure that employees and guests do not smoke in the facility.
- 8.6. Commercial activities are not permitted at the Property without the prior written consent of the City.
- 8.7. The City shall have complete access to the Property at all times to monitor activities and to ensure Tenant's compliance with the terms of the Lease.
- 8.8. The City will provide for all utility services as required and/or appropriate, to be monitored by a separate meter, to the Property.

9. **Fiscal Operation And Reporting.** Tenant shall operate as a not for profit corporation under the laws of the State of Florida. Tenant must establish and operate according to sound and acceptable accounting practices, must document all fees, revenues and expenses and must maintain adequate financial books. Tenant shall provide a quarterly report to the City as to the number of participants served at the property during the past quarter. Tenant shall submit annually to City a copy of its IRS Form 990 that it submits to the United States Internal Revenue Service.

10. **Insurance And Indemnification.**

1. Tenant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the operation of the leased property by Tenant or the condition of the licensed property to the extent such condition is caused by Tenant's negligence, including, without limitation, harm or personal injury to third persons during the term of this Agreement.
2. Tenant shall maintain during the entire Lease term and all periods in which Tenant is in possession of the Property, such general liability insurance as will provide coverage for claims for damages for bodily injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from Tenant's possession of the Property. The amount of insurance shall not be less than \$100,000.00 for injury to one person arising out of a single incident and \$200,000 for injuries to more than one person arising out of a single incident, and \$100,000 for property damage, with a deductible in an amount to be approved by City. Additionally, Tenant shall procure insurance as will provide coverage for claims for damages for Sexual Abuse and/or Molestation, and any resulting bodily injury, including accidental death, which may arise directly or indirectly from Tenant's possession of the Property for all persons acting in an official capacity for Tenant such as board members, officials, scorekeepers or with any organization directly overseeing or involved with the Tenant's activities. The amount of insurance shall not be less than \$100,000.00 for injury to one person arising out of a single incident and \$100,000.00 for injuries to more than one person arising out of a single incident, with a deductible in an amount to be approved by the City. Tenant shall provide City with certificates of insurance issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+, and evidencing Tenant has obtained, and paid all premiums for, insurance coverage required hereunder. Such certificates shall list "City of Eustis, a Florida municipal corporation," as an Additional Insured; provide that Tenant shall receive at least 30 days notice before the insurance agreement may be canceled for non-payment or otherwise; and contain a severability of interest provision whereby Tenant shall arrange for its liability insurance to include, or be endorsed to include, a severability of interest/cross liability provision, so that, the City (where named as an Additional Insured) will be treated as if a separate policy were in existence, but without increasing the policy limits. Such certificate shall be delivered to City of Eustis, PO Drawer 68, Eustis, FL 32726, Attention: Director of Finance. These insurance requirements do not relieve or limit the liability of Tenant. City does not represent that these types or amounts of insurance are sufficient or adequate to protect Tenant's interests or liabilities, but are merely minimums. Tenant shall provide insurance protecting its personal property from casualty or damage while on the Property. The insurance required of Tenant or any insurance of Tenant shall be considered primary, and any insurance or self-insurance of City shall be considered excess, as may be applicable, to claims against City which may arise.
3. Tenant is responsible at all times for precautions to achieve the protection of all persons, including employees and guests, and property.

4. In the event that Tenant shall fail to obtain or maintain in full force and effect any insurance coverage required to be obtained by Tenant under this Lease, City may procure same from such insurance carriers as City may deem proper, irrespective that a lesser premium for such insurance coverage may have been obtained from another insurance carrier, and Tenant shall pay as additional rent, upon demand of City, any and all premiums, costs, charges and expenses incurred or expended by City in obtaining such insurance. Notwithstanding the foregoing sentence, in the event City shall procure insurance coverage required of Tenant hereunder, City shall in no manner be liable to Tenant for any insufficiency or failure of coverage with regard to such insurance or any loss to Tenant occasioned thereby, and additionally, the procurement of such insurance by City shall not relieve Tenant of its obligations under this Lease to maintain insurance coverage in the types and amounts herein specified, and Tenant shall nevertheless hold City harmless from any loss or damage incurred or suffered by City from Tenant's failure to maintain such insurance.
11. **Notices.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to Eustis Community Alliance, Inc.:

Eustis Community Alliance
Attn: Ronald Musselman
1128 Clifford Avenue
Eustis, FL 32726

If to City:

City of Eustis
Attn: City Clerk
PO Drawer 68
Eustis, FL 32727-0068

Or to such other address as any party may designate by notice complying with the terms of this Section. Each notice shall be deemed delivered: (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by electronic transmission; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

12. Miscellaneous.

1. City does not hereby waive any provision of its Code of Ordinances.
2. This Agreement shall not be assigned by Tenant.
3. The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance

hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in Lake County, Florida.

4. **Jury Waiver.** Each party hereby covenants and agrees that in any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an original counterpart or a copy of this agreement with any court, as written evidence of the consent of the parties hereto of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by the other party regarding the enforceability of this provision. Each party has read and understands the effect of this jury waiver provision.
5. **Relationship of parties.** Neither this Agreement, nor any term, provision, payment or right hereunder shall in any way or for any purpose constitute or cause City to become or be deemed a partner of Tenant in the conduct of its business, or otherwise, or to cause City to become or be deemed a joint adventurer or a member of a joint enterprise with Tenant, as City is and shall remain an independent contractor by reason of this Agreement.
6. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
7. **No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.**
8. **A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.**
9. **Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.**

10. Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.
11. The paragraph headings use in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.
12. Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
13. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
14. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

THEREFORE, the parties have executed this agreement on the day and year first written above.

Eustis Community Alliance, Inc.
a Florida not for profit corporation:

By: _____

Name: _____
(Print or Type)

Title: _____

Witness: _____

Name: _____
(Print or Type)

City of Eustis, a Florida Municipal Corporation:

Tom Carrino, Interim City Manager

Attest:

Mary C. Montez, City Clerk

Approved as to form and legality:

Derek Schroth, City Attorney



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Tom Carrino, Interim City Manager
DATE: April 7, 2022
RE: RESOLUTION NUMBER 22-24: SITE PLAN WITH WAIVERS FOR DOERFLER MANUFACTURING, INC, LOT 5, COBB COMMERCE PARK

Introduction:

Resolution Number 22-24 approves a site plan with waivers for a 55,340 square foot manufacturing, warehouse and office facility on approximately 4.47 acre parcel in the Cobb Commerce Park.

Background:

The subject property comprises approximately 4.473 gross acres, which is currently a vacant and undeveloped parcel in the Cobb Commerce Park. The subject property includes approximately 0.25 acres of wetlands.

The site is within the Mixed Commercial Industrial (MCI) land use district, which allows for the proposed warehouse and operations center as a permitted use.

The property is within the Rural Design District. The project utilizes the Industrial building lot type.

The proposed site plan for the Doerfler Manufacturing Operations Center building on Lot 5 of the Cobb Commerce Park includes a Phase 1 with a proposed building for 31,740 square feet of manufacturing, warehouse and office. Phase 2 will consist of an additional 22,600 square feet of manufacturing, warehouse and office. Parking will also consist of 2 phases corresponding with construction of each phase.

The applicant is requesting the following waivers to accompany approval of the site plan.

1. Eliminate western landscape buffer adjacent to Cobb's Tractor (Resolution Number 17-73)
2. Allow wet stormwater ponds to be counted as open space (Section 115-4.9 (d) LDR)
3. [Waiver from Section 102-25 for duration of validity of approval of site plans. \(Section 105-25LDR\)](#)

Recommended Action:

Approval of Resolution 22-24 Site Plan with Waivers for Doerfler Manufacturing Operations Center with provision for administrative approval of time extension by City Manager.

Policy Implications:

There will be no direct Policy Implication to the City associated with approval of the site plan with waivers.

Alternatives:

1. Approve Resolution Number 22-24.
2. Approve Resolution Number 22-24 with provision for administrative approval of time extension by City Manager.
3. Deny Resolution Number 22-24.

Budget Impact:

There would be no direct cost to the City associated with the action other than providing standard City services to the development. There would be no additional staff time beyond the normal plan review process and building inspection.

Attachments:

[Staff Report Resolution Number 22-24 Doerfler Manufacturing Site Plan w Waivers APRIL 7 CC](#)

[Resolution Number 22-24 Doerfler Manufacturing \(recommended\)](#)

[Resolution Number 22-24 Doerfler Manufacturing \(alternate\) \(1\)](#)

[Resolution No. 17-73](#)

Reviewed by:

Jeff Richardson, Deputy
Development Services Director

Approved - 31 Mar 2022

Tom Carrino, Interim City
Manager

Approved - 31 Mar 2022

Mary Montez, City Clerk

Approved - 01 Apr 2022



City of Eustis

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

TO: EUSTIS CITY COMMISSION
FROM: TOM CARRINO, INTERIM CITY MANAGER
DATE: APRIL 7, 2022
RE: RESOLUTION NUMBER 22-24: SITE PLAN WITH WAIVERS FOR DOERFLER MANUFACTURING, INC, LOT 5, COBB COMMERCE PARK

Introduction:

Resolution Number 22-24 approves a site plan with waivers for an approximately 55,340 square foot manufacturing, warehouse and office structure, on approximately 4.473 acres. located on Lot 5 of Cobb Commerce Park, Eustis, FL.

Recommended Action:

The administration recommends approval of Resolution Number 22-24.

Background:

1. Pertinent Site Information:

- a. The subject property comprises approximately 4.473 gross acres, which is currently a vacant and undeveloped parcel in the Cobb Commerce Park. The subject property includes approximately 0.25 acres of wetlands.
- b. The site is within the Mixed Commercial Industrial (MCI) land use district, which allows a for the proposed warehouse and operations center as a permitted use.
- c. The property is within the Rural Design District. The project utilizes the Industrial building lot type.

Location	Existing Use	Future Land Use	Design District
Site	Vacant	Mixed Commercial Industrial (MCI)	Rural District
North	Wetland Area /Hicks Ditch	Mixed Commercial Industrial (MCI)	Rural District
South	Lots 2 & 4, Cobb Commerce Park Vacant	Mixed Commercial Industrial (MCI)	Rural District
East	Alee Academy	Public Institutional (PI)	Rural District
West	Cobb's Triangle	General Commercial (GC)	Rural District

Location	Existing Use	Future Land Use	Design District
	Tractor		

2. Proposed Development:

The proposed site plan for the Doerfler Manufacturing Operations Center building on Lot 5 of the Cobb Commerce Park includes a Phase 1 with a proposed building for 31,740 square feet of manufacturing, warehouse and office. Phase 2 will consist of an additional 22,600 square feet of manufacturing, warehouse and office. Parking will also consist of 2 phases corresponding with construction of each phase.

3. Waivers: The applicant has requested several waivers from strict adherence to the City of Eustis Land Development Regulations. The requested waivers are evaluated below.

1. Eliminate western landscape buffer adjacent to Cobb's Tractor (Resolution Number 17-73)

Staff can support the requested waiver. This not a waiver from the Land Development Regulations (LDR), but from the Resolution for Cobb Commerce Park. The applicable LDR section, Section 115-9.3.3, does not require a buffer between the uses. The western adjacent site is currently utilized for storage and operations of Cobb's Triangle Tractor. The west property line also adjoins Hicks Ditch, which remains wooded providing a natural buffer for adjacent uses. There is not inherent conflict or incompatibility of uses between Lot 5 and the adjacent property to the west. The applicant will be installing the required landscape buffer along the property fronting the cul-de-sac of Cobb Drive.

2. Allow wet stormwater ponds to be counted as open space (Section 115-4.9 (d) LDR)

Staff can support the justification provided by the applicant. The Cobb Commerce Park provided 20% open space in dedication of the conservation / open space tract. The open space required by each developed tract would be minimal. In this case, Lot 5 of the Cobb Commerce Park will contribute open space to meet or exceed 25% open space for the commerce park as a whole.

3. Waiver from Section 102-25 for duration of validity of approval of site plans. (Section 105-25 LDR)

The applicant is requesting a blanket five (5) year duration for completion of Phase 2 of construction

Staff cannot support the request for a blanket 5-year duration, it is the opinion of staff that the duration does not place an undue burden on the property owner. Current city regulation is:

Sec. 102-25. – Time limitations and expiration of approval states:

- a. Within 12 months of obtaining approval of a site plan or preliminary plat, an applicant must submit final engineering/construction plans or a final plat or request an extension.*
- b. Within six months of obtaining approval of development plans or final engineering/construction plans, a developer must begin construction, which shall be demonstrated by applying for and obtaining a building permit or site development permit.*
- c. The applicant may apply for extensions of time, not to exceed 12 months per extension, provided the underlying development order complies with the most recent land development regulations in effect at the time the city commission considers the extension request, and provided the development is deemed to be continuing in good faith by the city commission.*

Staff sees no justification to alter the Time Limitation and Expiration of Site Plans. The applicant has ample opportunity to apply for extensions. This limitation provides for the City to review for continued compliance of the approved Site Plan, if development schedules are prolonged. The request for extension of time for Site Plan approval does require that the extension be brought before City Commission, so as an alternative to a waiver, staff suggests inclusion in Resolution Number 22-24 allowing for administrative approval of a requested extension by the City Manager or designee. Such administrative extension shall not cumulatively exceed five (5) years from the date of approval for Resolution Number 22-24.

Provided is an approximate summary timeline allowed by adhering to the LDR provision.

Development Stage	Time Allowance	Time Summary (Years)
Phase 1		
Site Plan Approval to FECP Submit Phase 1 (Sec. 102-25 a)	12 months	1
FECP PH 1 Review (allotting revision time)	2 to 3 months	0.25
FECP Approval to Site Development Permit Phase 1 (Sec. 102-25 b)	6 months	0.5
FECP PH 1 Site Development begin to complete Phase 1	6 to 12 months	0.5
Site Development Phase 1 Complete to Building Permit Phase 1	Allow 3 Months (not codified)	0.25

Building Permit to C.O. Phase 1	6 months	0.5
<u>Subtotal Phase 1</u>	-	<u>3</u>
<u>Phase 2</u>	-	-
<u>Request for 12-month Extension to Submit FECP PH 2 (Section 102-25 does not place limitation on the number of extensions)</u>	12 months	1
FECP PH 2 Review	2 to 3 months	0.25
FECP PH 2 Approval to Site Development Permit PH 2 (Sec. 102-25 b)	6 months	0.5
PH 2 Site Development Begin to Complete	2 months	0.25
Site Development Complete to Building Permit PH 2	Allow 3 Months (not codified)	0.25
Building Permit Phase 2 to C.O. Phase 2	6 months	0.5
<u>Subtotal Phase 2</u>		<u>2.75</u>
Total Tolling of Time		<u>5.75</u>

4. Applicable Policies and Codes:

a) Sec. 115-9.3.3. - Rural design district standards.

(a) Rural buffer requirements. Existing vegetation within the buffer area shall generally be maintained in its natural condition, but may be modified to restore the overall condition and natural functions of the area. In areas of the buffer that are not densely vegetated, the buffer shall be supplemented with plantings to establish a minimum planting scheme of 4 canopy trees per 100 feet, 6 understory trees per 100 feet and a continuous hedge with a minimum height of three feet at planting. Canopy and understory trees may be clustered to accent entrances or other design features of the site. The areas shall only be irrigated where necessary, follow Florida Friendly Landscape criteria, and provide moisture sensors in any of the conservation open space areas if irrigated. Opaque walls are expressly prohibited within the required buffer area.

(b) Buffer areas shall be provided as follows:

From existing public rights-of-way classified as collector or arterial roads, when located in the rural area 50 feet

From cropland, agricultural production, or pasture land 50 feet

b) Sec. 115-4.1. - Open space.

(a) When there is a requirement that the minimum open space required within a development be under common ownership or unified control, or within a subdivision, the open space shall be property under control of the developer or in public or common private ownership. It shall not be in individual lots unless restricted by a conservation easement protecting natural resources and prohibiting construction of impervious surface improvements.

(b) Open space may be used for parks, recreation, conservation, preservation of native habitat and other natural resources, stormwater management, historic or scenic purposes. When used for recreation, the following shall apply:

(1) Recreational activities in conservation or preservation open space areas shall maintain the areas in their natural state with little or no land disturbance. Structures are limited to improvements such as boardwalks, permeable pathways and signage necessary for resource management.

(2) Recreational activities in all other open space areas may include, but are not limited to active and passive recreation where not more than five percent of the area of any required open space shall be occupied by impervious surfaces other than sidewalks, boardwalks, and other pedestrian pathways.

c) Sec. 115-4.9. - Stormwater management.

(d) *Additional design standards.* Stormwater facilities may count toward the minimum open space requirements of these regulations if they meet the following minimum design standards:

(1) Stormwater facilities (ponds and/or depressions) shall be designed and utilized as site amenities along entrances and street frontages or incorporated with buffers between incompatible uses. These areas shall count toward open space requirements if the impervious area of the site does not exceed 75 percent.

(2) Stormwater facilities should be designed and permitted so as not to require fencing. If fencing is required, a green or black vinyl/painted finish is required. Walls or other railings for structured stormwater 'boxes' must be decorative. Fenced or walled ponds shall not count toward open space requirements within a project and shall only be located at the side or rear of a site. Max. Fence Height: four feet zero inches.

(3) Subject to the requirements of St. Johns River Management District, other governmental agencies, and a consideration of safety related issues stormwater facilities that are located in the front of a property may be prohibited from having fencing.

(4) Wet stormwater detention/retention facilities adjoining public streets shall include a water feature such as a fountain or spray jet, and shall be planted with

appropriate aquatic materials as specified in Table C. Detention/retention along the front of a property shall be designed with curvilinear edges - not as a straight "box". Retention embankments shall be planted with 1 tree per 50 linear feet of retention perimeter measured from top of slope. Trees shall be suitable for wet locations as identified in Table C, Approved Aquatic Plant Materials List.

(5) Dry retention areas shall be planted with grass, and unless maintained as an open lawn swale, shall be screened from view with a continuous hedge of shrubs on 36-inch centers around at least 75 percent of the perimeter at the top of the slope.

d) Section 102-25 - Time limitations and expiration of approval

- a) Within 12 months of obtaining approval of a site plan or preliminary plat, an applicant must submit final engineering/construction plans or a final plat or request an extension.
- b) Within six months of obtaining approval of development plans or final engineering/construction plans, a developer must begin construction, which shall be demonstrated by applying for and obtaining a building permit or site development permit.
- c) The applicant may apply for extensions of time, not to exceed 12 months per extension, provided the underlying development order complies with the most recent land development regulations in effect at the time the city commission considers the extension request, and provided the development is deemed to be continuing in good faith by the city commission.

Alternatives:

- 1. Approve Resolution Number 22-24.
- 2. Deny Resolution Number 22-24.

Discussion of Alternatives:

Alternative 1 approves Resolution Number 22-24

Advantages:

- a) The property owner can move forward to obtain approval of Final Engineering and Construction Plans, as well as a building permit for the proposed development.
- b) The action would be consistent with the existing development patterns in the area.
- c) The City would realize additional ad-valorem tax revenue once the building is constructed.
- d) The action would be consistent with the goals, objectives and policies of the Comprehensive Plan.

Disadvantages:

- a) The action would approve waivers to the Land Development Regulations.

Alternative 2 approves Resolution Number 22-24 with provision for administrative approval of time extension by City Manager.

Advantages:

- a) The property owner can move forward to obtain approval of Final Engineering and Construction Plans, as well as a building permit for the proposed development.
- b) The action would be consistent with the existing development patterns in the area.
- c) The City would realize additional ad-valorem tax revenue once the building is constructed.
- d) The action would be consistent with the goals, objectives and policies of the Comprehensive Plan.
- e) The action would allow for tracking of development progress in accordance with Section 105-25, without burden to the applicant of waiting for scheduling of hearing by the City Commission

Disadvantages:

- a) The action would approve waivers to the Land Development Regulations.

Alternative 3 denies Resolution Number 22-24

Advantages:

- a) The applicant may be able to redesign the site where waivers to the LDRs may not be necessary or the number of waivers reduced.

Disadvantages:

- a) The applicant may abandon the project due to additional costs to redesign.
- b) The City would not realize additional tax revenue from the new construction.

Community Input

Development Services has properly advertised the Resolution in the newspaper; notified surrounding properties within 500 feet; and posted the property. To date, there has been no opposition received to the proposed development.

Budget / Staff Impact:

There would be no direct cost to the City associated with the action other than providing standard City services to the development. There would be no additional staff time beyond the normal plan review process and building inspection.

Prepared By:

Jeff Richardson, AICP, Deputy Development Services Director

ReviewedBy:

Heather Croney, Senior Planner

Attachments

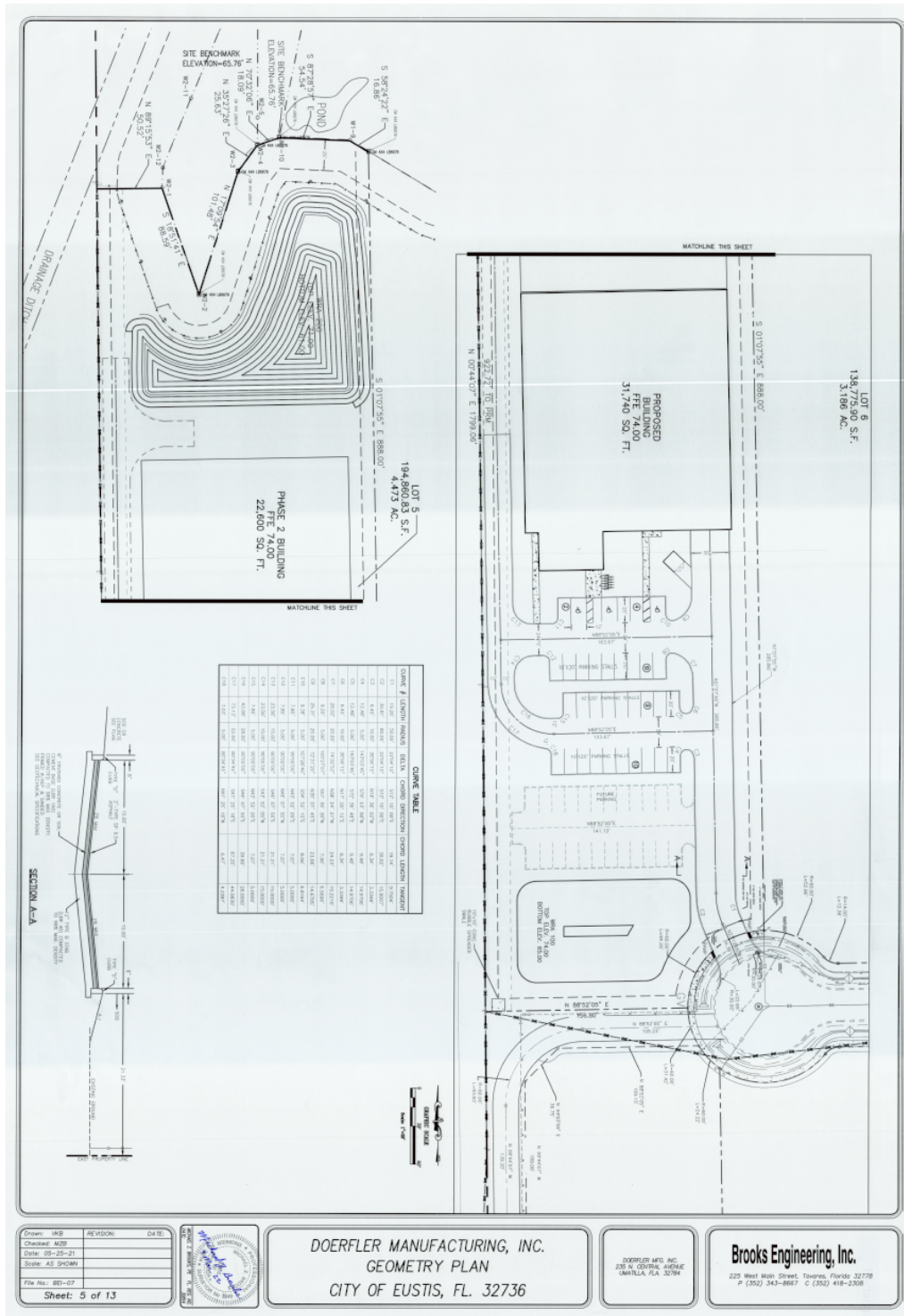
- Exhibit A (Site Plan)

- Resolution Number 22-24

To be provided on request:

- Surrounding Property Owner Notice
- Legal Advertisement

EXHIBIT A: SITE PLAN



RESOLUTION NUMBER 22-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A SITE PLAN WITH WAIVERS FOR A DOERFLER MANUFACTURING SITE ON APPROXIMATELY 4.473 ACRES LOCATED ON COBB DRIVE, NORTH OF EAST COUNTY ROAD 44.

WHEREAS, Stephen C Vaughn, Jr. has made an application for a Site Plan with waivers on behalf of Doerfler Manufacturing, Incorporated, to permit an approximately 56,400 square foot manufacturing, warehouse and office structure, on approximately 4.473 acres located on Lot 5 of Cobb Commerce Park, Eustis, FL, more particularly described as:

Alternate Key Number: 3910932

Parcel Identification Number: 36-18-26-0010-000-00500

COBB COMMERCE PARK PB 70 PG 10 LOT 5 ORB 5757 PG 1348.

WHEREAS, the property described above has a Land Use Designation of Mixed Commercial Industrial (MCI) and a Design District Designation of Rural; and

WHEREAS, a manufacturing, warehouse and office building is a permitted use in the Mixed Commercial Industrial Design District; 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 (LDR) meet the general intent of the regulations; do not jeopardize the health, safety, or welfare of the public; and include appropriate mitigation;

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

Section 1.

That the Site Plan for the Doerfler Manufacturing Operations Center, Lot 5 of the Cobb Commerce Park, and attached hereto as Exhibit A is hereby approved with the following waivers:

1. Waiver to Resolution 17-73 Preliminary Subdivision Plat – Cobb Commerce Park to allow absence of landscape buffer along western common lot line.
2. Waiver to allow stormwater ponds to count toward minimum open space (Section 115-4.9 (d));
3. *Partial Waiver from Section 102-25 for duration of validity of approval of site plans. (Section 105-25)*

- a) Allow the City Manager or designee to grant extensions pursuant to Section 102-25 LDR.
- b) City Manager or designee shall only grant approval of extensions of time cumulative to five years from date of this Resolution.

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 for Phase 1, 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.
- d. Phase 1 shall be subject to Section 105-25 LDR..
- e. Phase 2 may be granted approval time extension pursuant to waiver granted in this resolution.

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 7th day of April, 2022, 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:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 8th day of April 2022, by Michael L. Holland, Mayor, and Mary C. Montez, 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 reliance of the Eustis City Commission.

City Attorney's Office

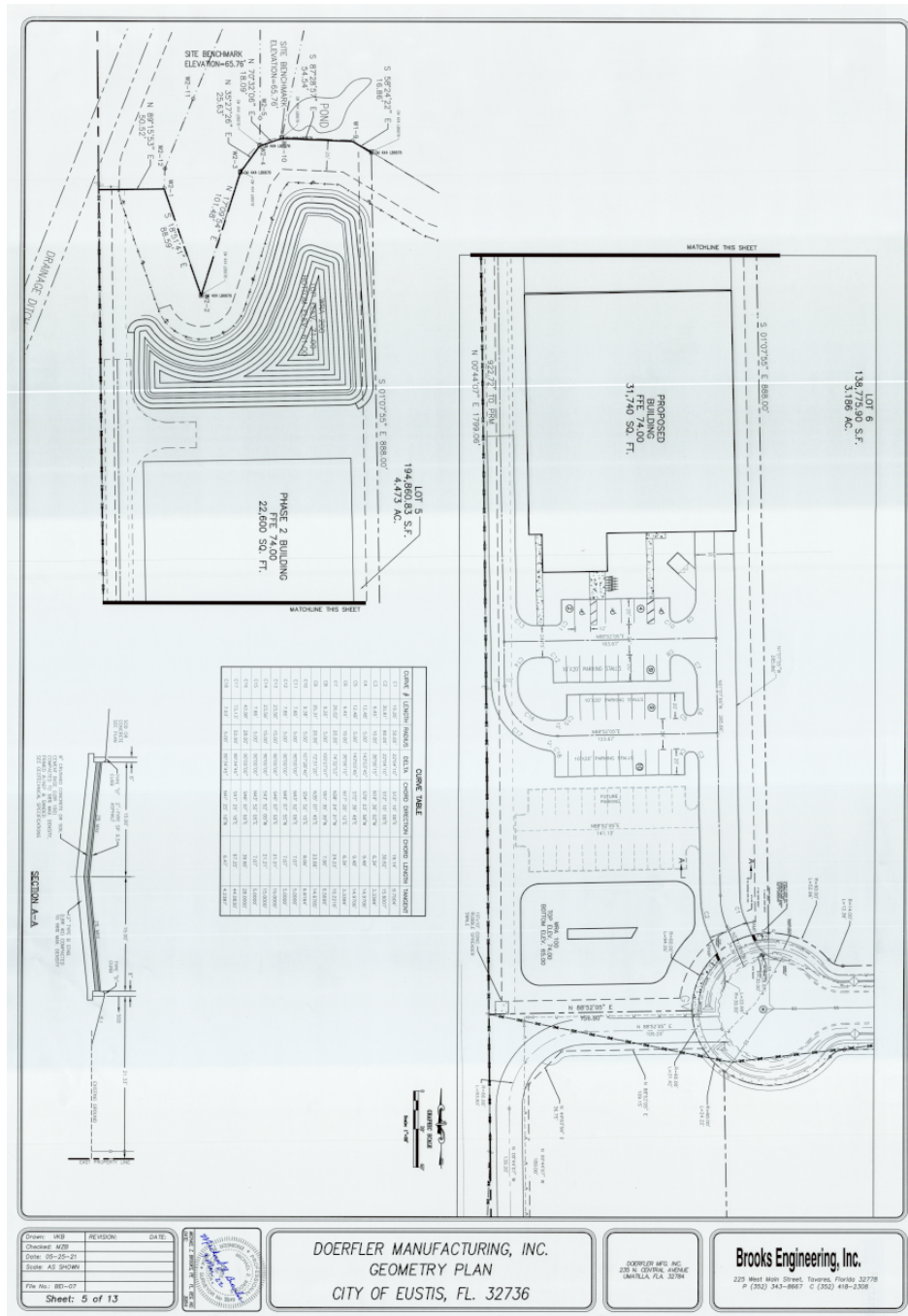
Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 22-24 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.

Mary C. Montez, City Clerk

EXHIBIT A: SITE PLAN



RESOLUTION NUMBER 22-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A SITE PLAN WITH WAIVERS FOR A DOERFLER MANUFACTURING SITE ON APPROXIMATELY 4.473 ACRES LOCATED ON COBB DRIVE, NORTH OF EAST COUNTY ROAD 44.

WHEREAS, Stephen C Vaughn, Jr. has made an application for a Site Plan with waivers on behalf of Doerfler Manufacturing, Incorporated, to permit an approximately 56,400 square foot manufacturing, warehouse and office structure, on approximately 4.473 acres located on Lot 5 of Cobb Commerce Park, Eustis, FL, more particularly described as:

Alternate Key Number: 3910932

Parcel Identification Number: 36-18-26-0010-000-00500

COBB COMMERCE PARK PB 70 PG 10 LOT 5 ORB 5757 PG 1348.

WHEREAS, the property described above has a Land Use Designation of Mixed Commercial Industrial (MCI) and a Design District Designation of Rural; and

WHEREAS, a manufacturing, warehouse and office building is a permitted use in the Mixed Commercial Industrial Design District; 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;

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

Section 1.

That the Site Plan for the Doerfler Manufacturing Operations Center, Lot 5 of the Cobb Commerce Park, and attached hereto as Exhibit A is hereby approved with the following waivers:

1. Waiver to Resolution 17-73 Preliminary Subdivision Plat – Cobb Commerce Park to allow absence of landscape buffer along western common lot line.
2. Waiver to allow stormwater ponds to count toward minimum open space (Section 115-4.9 (d));
3. *Waiver from Section 102-25 for duration of validity of approval of site plans. (Section 105-25)*

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 7th day of April, 2022, 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:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 7th day of April, 2022, by Michael L. Holland, Mayor, and Mary C. Montez, 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

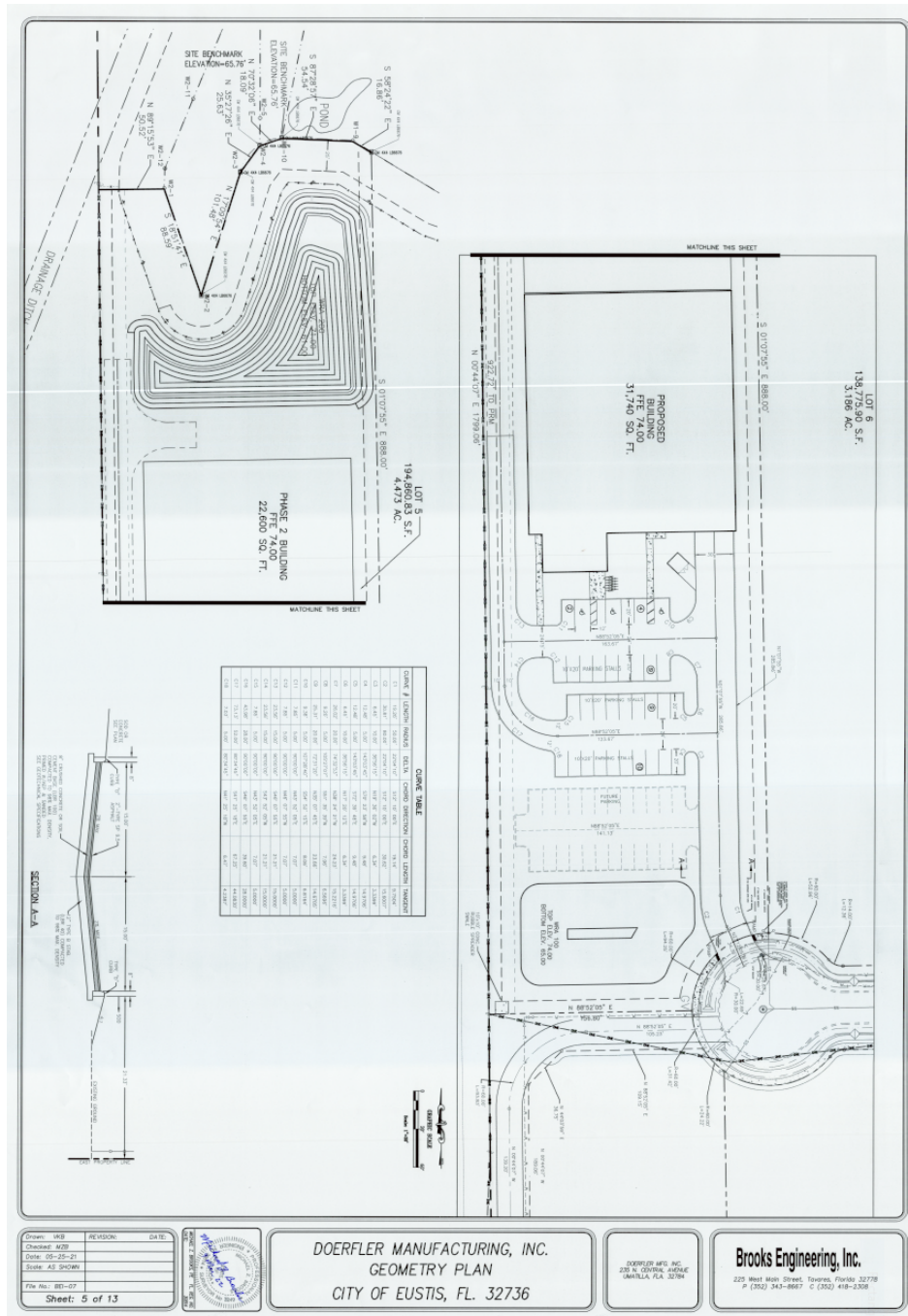
Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 22-24 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.

Mary C. Montez, City Clerk

EXHIBIT A: SITE PLAN



RETURN TO:
CITY CLERK
CITY OF EUSTIS
P. O. DRAWER 68
EUSTIS, FL 32726-0068



INSTRUMENT #2017123373
OR BK 5028 PG 2152 - 2156 (5 PGS)
DATE: 11/20/2017 12:44:22 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$44.00

RESOLUTION NO. 17-73

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A PRELIMINARY SUBDIVISION PLAT WITH WAIVERS FOR THE COBB COMMERCE PARK SUBDIVISION, AN EIGHT LOT COMMERCIAL/INDUSTRIAL SUBDIVISION, ON APPROXIMATELY 30.8 +/- ACRES LOCATED AT EAST CR 44 AND HICKS DITCH ROAD.

WHEREAS, Gerald Cobb has made an application for Preliminary Subdivision Plat approval with waivers for an eight lot, industrial subdivision on approximately 30.8 acres located at the northeast corner of E.CR 44 and Hicks Ditch Road, more particularly described as:

24-18-26-040500001300

EUSTIS, EUSTIS MEADOWS FROM SW COR OF SE 1/4 OF SW 1/4 OF SEC 36-18-26 RUN N 0-44-07 W TO SW COR OF LOT 13 OF SAID SUB & POB, CONT N 0-44-07 W TO N LINE OF SW 1/4 OF SEC 36, N 87-04-27 E ALONG N LINE OF SW 1/4 A DIST OF 687.27 FT, S 01-07-55 E TO S LINE OF LOT 14 OF SAID SUB, W ALONG SAID S LINE OF LOT 13 & 14 TO POB, BEING LOT 13 PART OF LOT 14 PB 1 PG 2 ORB 1755 PG 336 |

24-18-26-045500500001

EUSTIS, EUSTIS MEADOWS TOWN PLAT 36-18-26 FROM SW COR OF SE 1/4 OF SW 1/4 RUN N 0-44-07 W ALONG W LINE OF E 1/2 OF SW 1/4 OF SEC 36 A DIST OF 771.85 FT TO A POINT ON N'LY R/W LINE OF CR 44, THENCE CONT N 0-44-07 W ALONG SAID W LINE A DIST OF 195.62 FT FOR POB, CONT N 0-44-07 W 283 FT, N 89-15-53 E 323.17 FT, S 0-56-01 E 283 FT, S 89-15-53 W 324.15 FT TO POB, BEING PART OF BLKS 5 & 17 & PART OF VACATED MARKET STREET, MAPLE STREET & ORANGE STREET PB 1 PG 2 ORB 1755 PG 336

24-18-26-045500500000

EUSTIS, EUSTIS MEADOWS TOWN PLAT FROM SW COR OF SE 1/4 OF SW 1/4 OF SEC 36-18-26 RUN N 00DEG 44MIN 07SEC W 771.85 FT TO A POINT ON N'LY R/W LINE OF HWY 44A, SAID POINT BEING ON A CURVE CONCAVE S'LY & HAVING A RADIUS OF 1960.08 FT & A RADIAL BEARING OF N 03DEG 54MIN 38SEC E FOR POB, CONT N 00DEG 44MIN 07SEC W TO S LINE OF LOT 13 EUSTIS MEADOWS SUB PB 1 PG 2 & PT A, RETURN TO POB, SAID POINT BEING ON A CURVE S'LY & HAVING A RADIUS OF 1960.08 FT & A RADIAL BEARING OF N 03DEG 54MIN 38SEC E, THENCE SE'LY ALONG THE ARC OF SAID CURVE & SAID N'LY R/W LINE THROUGH A CENTRAL ANGLE OF 21DEG 21MIN 45SEC, AN ARC LENGTH OF 730.80 FT, RUN N 01DEG 07MIN 55SEC E TO S LINE OF LOT 14 EUSTIS MEADOWS SUB, W ALONG SAID S LINE OF LOTS 13 & 14 TO PT A, BEING BLK 5, 6, 17, 18 & PART OF BLKS 7, 19, RESERVATION AS PER MAP OF EUSTIS MEADOWS & CLOSED STREETS, WITHIN & ADJACENT TO SAID BLKS AS DESCRIBED IN ORB 296 PG 1210--LESS FROM SW COR OF SE 1/4 OF SW 1/4 RUN N 0-44-07 W ALONG W LINE OF E 1/2 OF SW 1/4 OF SEC 36 A DIST OF 771.85 FT TO A POINT ON N'LY R/W LINE OF CR 44, THENCE CONT N 0-44-07 W ALONG SAID W LINE A DIST OF 195.62 FT FOR POB, CONT N 0-44-07 W 283 FT, N 89-15-53 E 323.17 FT, S 0-56-01 E 283 FT, S 89-15-53 W 324.15 FT TO POB--PB 1 PG 2 ORB 1755 PG 336 |

WHEREAS, the property described above has a Land Use Designation of Mixed Commercial/Industrial (MCI) and a Design District Designation of Rural District; and

WHEREAS, both commercial and industrial uses are a permitted use in the Mixed Commercial/Industrial (MCI) land use designation; and

WHEREAS, the City Commission finds that approval of the requested waivers does not violate the general intent and purpose of the Land Development Regulations and is in the best interest of the public health, safety, and welfare; and

WHEREAS, the proposed preliminary subdivision plat as submitted is consistent with the City's Comprehensive Plan and Land Development Regulations

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

SECTION 1. That The Cobb Commerce Park Preliminary Subdivision Plat for an eight lot commercial/industrial subdivision located at the northeast corner of E.CR 44, attached hereto as Exhibit "A", is hereby approved with the following waivers to the Land Development Regulations:

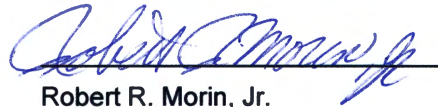
- a) Allow metal buildings only on lots 5-8 with required additional landscaping in the front 20 ft. of each lot.
- b) Allow lot depths greater than 500 ft. in industrial lot types.
- c) Require landscaping along the first 100 ft. of the common lot lines for lots 5-8. Landscaping is waived for the remainder of the common lot line requirements
- d) Eliminate perimeter landscaping on the northern boundary of lots 5-8 because lots are adjacent to a wetland.
- e) Defer sidewalk construction in front of lots 5-8 to new lot owners. Developer will construct sidewalk along lots 1-4.
- f) Waive canopy tree requirements for 50 ft. landscape easement along CR 44. Remaining landscaping will be required.
- g) Waive canopy tree requirements for common lot line between lots 2 and 3 because location of sewer main. Remaining landscaping requirements will be required.

SECTION 2. That the Preliminary Subdivision Plat shall be subject to the owner/developer complying with the following conditions:

- a) Submit the Final Plat and Final Engineering and Construction Plans complying with all requirements of the Land Development Regulations and Florida Statutes and the provisions of this resolution within one year of the approval of this resolution.
- b) Develop the property in accordance with the approved Preliminary Subdivision Plat as referenced in Section 1 and attached hereto as Exhibit "A".
- c) Obtain and provide copies of all applicable permits from other jurisdictional agencies.

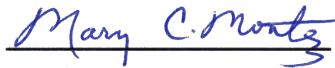
DONE AND RESOLVED this 16th day of November, 2017, in regular session of the City Commission of the City of Eustis, Florida.

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



Robert R. Morin, Jr.
Mayor/Commissioner

ATTEST:



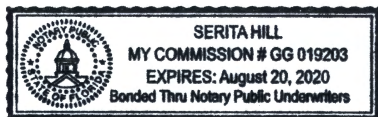
City Clerk

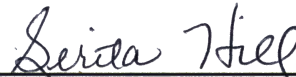


CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 16th day of November, 2017 by Robert R. Morin, Jr., Mayor and Mary C. Montez, City Clerk, who are personally known to me.





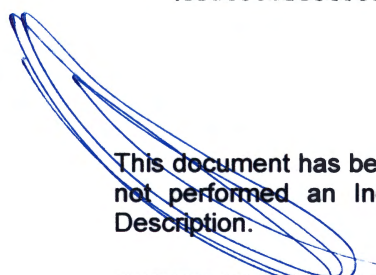
Notary Public - State of Florida

My Commission Expires: Aug 20, 2020

Notary Serial No: GG019203

CITY ATTORNEY'S OFFICE

This document has been reviewed and approved as to form and legal content, but I have not performed an Independent Title Examination as to the accuracy of the Legal Description.



City Attorney's Office

11/16/17

Date

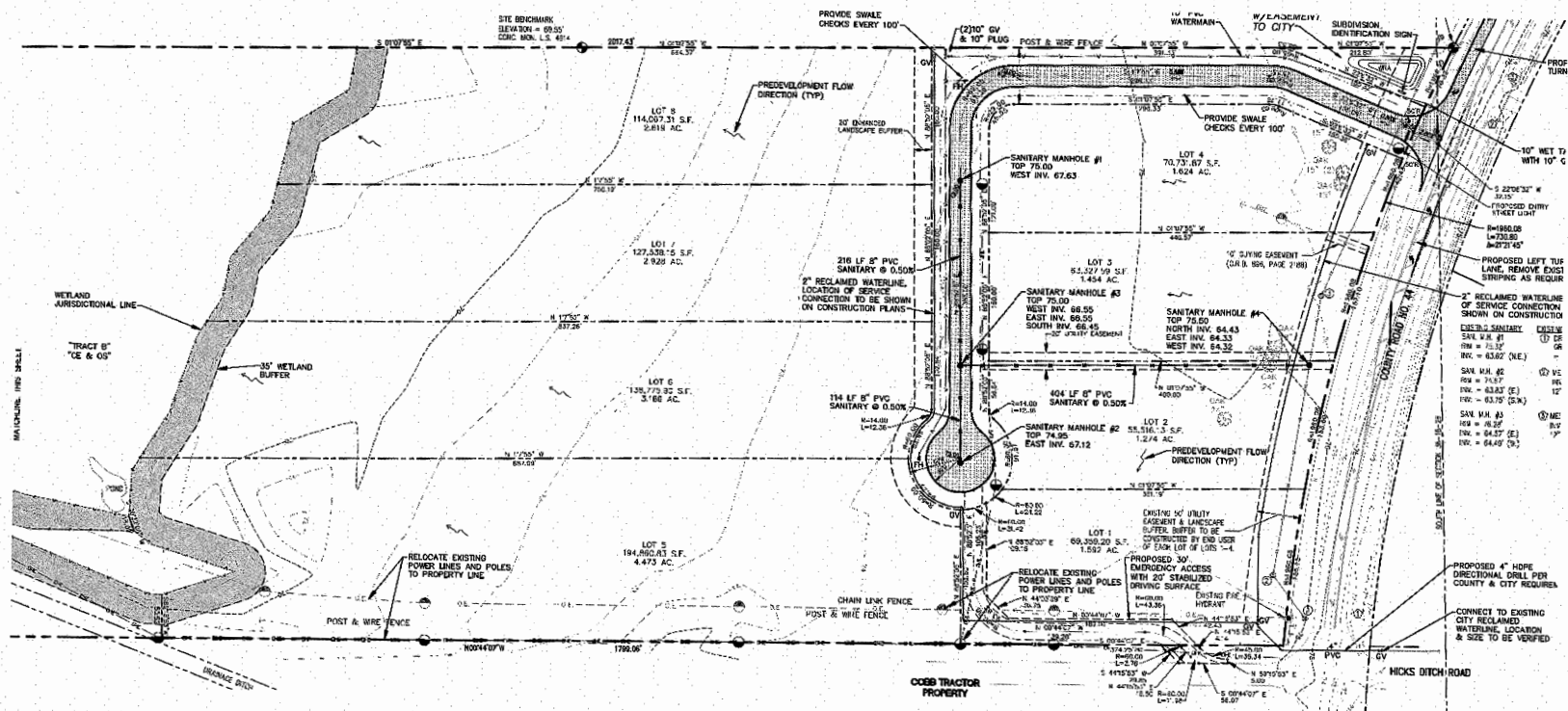
CERTIFICATE OF POSTING

The foregoing Resolution No. 17-73 is hereby approved, and I hereby 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.

11/16/2017
Date

Mary C. Montez
Mary C. Montez, City Clerk

EXHIBIT A





City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Tom Carrino, Interim City Manager
DATE: April 7, 2022
RE: SECOND READING: EXPLANATION OF ORDINANCES FOR PROPERTY LOCATED WEST OF COUNTY ROAD 44B (2022-CPLUS-01):
ORDINANCE NUMBER 22-07 - VOLUNTARY ANNEXATION
ORDINANCE NUMBER 22-08 - COMPREHENSIVE PLAN AMENDMENT
CHANGING FUTURE LAND USE DESIGNATION
ORDINANCE NUMBER 22-09 - DESIGN DISTRICT ASSIGNMENT

Introduction:

Ordinance Number 22-07 provides for the voluntary annexation of approximately 24.94 acres located west of CR 44B (Alternate Key Numbers 1445370 and 1445094). Provided the annexation of the subject property is approved, Ordinance Number 22-08 would change the future land use designation from Urban Low in Lake County to Mixed Commercial/Residential (MCR) in the City of Eustis, and Ordinance Number 22-09 would assign the subject property a design district designation of Suburban Neighborhood (SN). If Ordinance Number 22-07 is denied, then there can be no consideration of Ordinance Numbers 22-08 and 22-09.

Background:

1. The site contains approximately 24.94 acres and is located within the Eustis Joint Planning Area. The site is currently vacant with vegetation in existence. *Source: Lake County Property Appraisers' Office Property Record Card Data.*
 2. The western property boundary of the site is contiguous to the City.
 3. The site has a Lake County land use designation of Urban Low, but approval of Ordinance Number 22-08 would change the land use designation to Mixed Commercial/Residential (MCR) in the City of Eustis.
- For additional information, see attached Staff Report.

Recommended Action:

The administration recommends approval of Ordinance Numbers 22-07, 22-08, and 22-09.

Alternatives:

1. Approve Ordinance Numbers 22-07 (Annexation), 22-08 (Comprehensive Plan Amendment), and/or 22-09 (Design District Designation).
2. Deny Ordinance Numbers 22-07, 22-08 and 22-09.

Budget Impact:

[Based on the current assessment and millage rate, the City can anticipate approximately \\$95 annually in ad-valorem revenue](#) (predevelopment). 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.

Attachments:

[Staff Report Ordinance 22-07, 22-08, 22-09 Mosteller Annex FLU DD](#)

[Ordinance 22-07 Annexation](#)

[Ordinance 22-08 FLUM](#)

[Ordinance 22-09 Design District](#)

Reviewed by:

Tom Carrino, Interim City
Manager

Approved - 01 Apr 2022

Mary Montez, City Clerk

Approved - 01 Apr 2022



City of Eustis

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

TO: EUSTIS CITY COMMISSION
FROM: TOM CARRINO, CITY MANAGER
DATE: MARCH 17, 2022
RE: **EXPLANATION OF ORDINANCES FOR 2022-CPLUS-01: PROPERTY LOCATED WEST OF CR 44B (ALTERNATE KEY NUMBERS 1445370 AND 1445094)**

Ordinance Number 22-07 – Voluntary Annexation

Ordinance Number 22-08 – Comprehensive Plan Amendment

Ordinance Number 22-09 – Design District Assignment

Introduction

Ordinance Number 22-07 provides for the voluntary annexation of approximately 24.94 acres located west of CR 44B (Alternate Key Numbers 1445370 and 1445094).

Provided the annexation of the subject property is approved, Ordinance Number 22-08 would change the future land use designation from Urban Low in Lake County to Mixed Commercial/Residential (MCR) in the City of Eustis, and Ordinance Number 22-09 would assign the subject property a design district designation of Suburban Neighborhood (SN). If Ordinance Number 22-07 is denied, then there can be no consideration of Ordinance Numbers 22-08 and 22-09.

Recommended Action

The administration recommends approval of Ordinance Numbers 22-07, 22-08, and 22-09.

Background/Pertinent Site Information

1. The site contains approximately 24.94 acres and is located within the Eustis Joint Planning Area. The site is currently vacant with vegetation in existence. *Source: Lake County Property Appraisers' Office Property Record Card Data.*
2. The western property boundary of the site is contiguous to the City.
3. The site has a Lake County land use designation of Urban Low, but approval of Ordinance Number 22-08 would change the land use designation to Mixed Commercial/Residential (MCR) in the City of Eustis.

The current Lake County land use designation for the subject property is Urban Low. The Lake County land use designation allows for residential uses up to four (4) dwelling units per one net buildable acre in addition to civic, institutional, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use.

The property owner has requested the MCR land use designation within the City of Eustis. The MCR land use provides for a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted. Residential densities may not exceed twelve (12) dwelling units per net buildable acre and intensities are limited to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met.

Analysis of Annexation Request (Ordinance Number 22-07)

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 Joint Planning Area. Urban services of adequate capacity are available to serve future development, consistent with the requested MCR future land use designation. (See public facilities and services analysis under item 5 below).

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 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 subject property is contiguous to the City limits on the western 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 in accordance with the requirements on March 3, 2022 and March 10, 2022.

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.

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 February 15, 2022.

Analysis of Comprehensive Plan/Future Land Use Request (Ordinance Number 22-08)

In Accordance with 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:

Review of Indicators

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 MCR future land use will provide for a higher density (12 du/acre) under the county FLU (4 du/acre) allows.

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 site is adjacent to existing suburban style residential development to the west, a Lowes and Publix to the south and CR 44B to the east. The subject property is located less than 3 miles from the downtown Eustis core.

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 site is adjacent to existing residential and commercial development and will provide a transition between those uses. The proposed designation is consistent with the character of the surrounding area.

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 not in a floodplain nor does it contain wetlands. Building permit approval is required before development may begin. The Comprehensive Plan and the Land Development Regulations include standards for protection of environmentally sensitive lands that would apply should conditions at 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 when developed will not fail to adequately protect adjacent agricultural areas and activities. The site is not prime farmland, per the United States Department of Agriculture Natural Resources Conservation Service (USDA NRCS).

6. Public Facilities:

Fails to maximize use of existing public facilities and services.

This indicator does not apply. City water is available to the property. Development of this parcel will maximize the use and efficiency of City water service. The developer will be required to extend sewer lines to serve the site.

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 consistent with the requested MCR future land use designation. The City provides these services to other properties in the area, so efficiency will improve. The property will utilize existing water service already provided to other properties in the area increasing efficiency and cost effectiveness. Additionally, this site fronts CR 44B.

8. Separation of Urban and Rural:

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

This indicator does not apply. No adjacent properties contain active agricultural. The minimal area of agricultural uses is separated by CR 44B. The surrounding area is mostly developed. 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 is a logical extension of development for the city. Infill development is occurring in the city, mostly on existing platted lots. The MCR future land use and Suburban Neighborhood design district are compatible and consistent with the existing development pattern and will not in any way inhibit infill development or redevelopment.

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 on the west and southwest and commercial to the south (Lowes and Publix). The MCR land use category provides for a mix of uses.

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 accessibility among linkages or related uses. Additionally, this site fronts CR 44B allowing for connectivity to the surrounding uses.

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 important open space.

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 extension of the urban development boundary. The Comprehensive Plan and Land Development Regulations have provisions to protect natural resources and ecosystems at 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 already available. This property using existing water service will increase the efficiency and cost effectiveness of these services.

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 time of development, the site must meet the City's Land Development Regulations. the MCR land use category provides for a more compact development, at a higher intensity and density and which allows for options in the type of housing / commercial mix for the community.

d. **Water and Energy Conservation:**

Promotes 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.

The site is not prime farmland, and per the United States Department of Agriculture Natural Resources Conservation Service (USDA NRCS), contains Myakka, wet,

sands, 0 to 2 percent slopes. The site is currently has active or partially active orange grove.

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.

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 MCR land use category provides for additional residential and commercial development opportunities that will be able to serve the existing community as well as grow the population. Existing commercial and residential development exists proximate to the site.

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. This is infill development consistent and compatible with existing surrounding development.

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:

The subject property is located approximately 3.0 miles from the downtown core. Eustis emergency services already provide emergency response to other properties in the area. Additionally, fire service (Eustis Fire Station 22) is located within approximately 2.8 miles of the subject property. Any development consistent with the SR future land use designation would not have a significant negative impact on the operations of Eustis emergency services.

b. Parks & Recreation:

The current City population based on the 2020 census is 23,189. The City's Level of Service for Parks & Recreation is 3.00 acres of Neighborhood and Community Parks per thousand population. Based on 2.6 persons per household countywide at maximum density for the MCR land use category for this annexation area the total additional population will be approximately 780 persons. This would create the need for 2.3 acres of parks.

Park and recreation facilities within the City total 453.76 acres. Given the City's current population and that of the proposed annexation area (when developed) the total parks requirement is 71.9 acres. The existing surplus is therefore 381.86 acres.

c. Potable Water & Sanitary Sewer:

Water is available to the subject property. The following outlines the water and wastewater demand based on a maximum development potential scenario.

***Potential Residential Demand
220 Dwelling Units***

Water – 5 x 351 GPD = 1,755 GPD

According to the City of Eustis Public Works Department, water capacity is available to serve up to and including the maximum development potential.

The developer will be required to connect to sewer.

d. Schools:

The proposed change will not negatively impact schools. The School Impact Analysis for the proposed future development will be performed at a later date.

e. Solid Waste:

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

f. Stormwater:

The Comprehensive Plan and Land Development Regulations include 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 added residential development is considered to have no negative impacts on the existing transportation system. At this time, the adjacent transportation network (CR 44B) has the capacity to serve the proposed MCR property, even at a maximum development standard, without negatively affecting the adopted level of service.

Prior to development of the property, site plan approval amongst other approvals will be required. As part of the site plan review, a traffic study will be required to evaluate traffic impacts.

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. Ground water recharge areas:

The site is not within a high recharge area, nor a wellhead protection area. Source: Lake County Comprehensive Plan 2030 Floridian Aquifer Recharge Map.

- 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 not located within a flood zone. Source - Lake County GIS - 2012 Flood Zones.

- d. Soil and topography:

The site soils are Myakka-Myakka, wet, sands, 0 to 2 percent slopes. Myakka soils are very deep, very poorly or poorly drained, moderately rapid or moderately permeable soils.

The depth to a restriction feature or the water table is at 80 inches or more below the surface. Permeability is rapid. This 24.94-acre site is surrounded by existing/approved residential and commercial development and not suited to agriculture.

As building permit approval must be obtained before redevelopment can begin, the Comprehensive Plan and the Land Development Regulations include standards for protection of environmentally sensitive lands that would apply should conditions at time of development warrant such protection.

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 Urban Low Density Future Land Use Category provides for a range of residential development at a maximum density of four (4) dwelling units per net buildable acre in addition to civic, institutional, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use.

This category shall be located on or in proximity to collector or arterial roadways to minimize traffic on local streets and provide convenient access to transit facilities. Within this category any residential development in excess of 10 dwelling units shall be required to provide a minimum 25% of the net buildable area of the entire site as common open space.

The maximum intensity in this category shall be 0.25, except for civic institutional uses which shall be 0.35. The maximum Impervious Surface Ratio shall be 0.60.”

Proposed Land Use According to the Eustis Comprehensive Plan:

Mixed Commercial / Residential (MCR)

This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses.

General Range of Uses: This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted.

Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre.

Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations.

Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows:

Residential: 15% - 25% of total MCR acreage

Commercial/Office: 75% - 85% of total MCR acreage

The composition of mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met.

Special Provisions:

(1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:

a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;

- b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;*
- c. the arterial road frontage contains an existing mix of viable commercial and residential uses;*
- d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;*

(2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, 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.

Comparison of Lake County Development Conditions

The existing Lake County future land use designation of the property is Urban Low, which provides for a range of residential development in addition to civic, commercial and office uses at an appropriate scale and intensity to serve this category. Allowable density and intensity in Urban Low is a maximum of 4 dwelling units per acre and intensity of 0.25 to 0.35 floor area ratio, with the sum of residential density and non-residential intensity not exceeding 100%.

Residential: Lake County limits residential development to 4 du/acre while the MCR would allow 12 du/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.

Not applicable. The area already includes a mix of uses including single-family residential and commercial. This proposed development would be adequately distanced from the commercial to the south.

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.

4. Transportation:

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

This potential added residential development is considered to have no negative impacts on the existing transportation system. At this time, the adjacent transportation network (CR 44B) has the capacity to serve the proposed MCR property, even at a maximum development standard, without negatively affecting the adopted level of service.

5. 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. Refer to 1.c above for more information. 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 the comprehensive plan.

The proposed amendment is consistent with the Comprehensive Plan. See analysis above under items 1 and 2.

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.

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 and sewer services is available and in close proximity to the site. Adequate capacity is available to serve future development consistent with the requested Mixed Commercial/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 annexation would create a logical development pattern as it extends the City limits to a more natural boundary in this area (CR 44B). This would further the eventual goal of a Eustis area under one local government jurisdiction.

The requested MCR future land use designation, coupled with a Suburban Neighborhood design district designation, provides for a consistent development transect.

The requested land use provides for a transition in density and intensity from City of Eustis Suburban Residential to the west.

h. *Public Interest and Intent of Regulations:*

Whether the proposed amendment would be consistent with or advance the public 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 life style.”

The requested designation of MCR land use will provide for orderly growth and development. This designation would advance the public interest by potentially providing additional housing or commercial options, and application of the LDRs to the 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 21-09):

Form-Based Code:

The City's Land Development Regulations are 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 includes 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 (Suburban Neighborhood). The Suburban development pattern and intent, and the Suburban neighborhood

definition, structure and form description are stated below. The assignment of a Suburban Neighborhood design district designation is appropriate due to the established and proposed development patterns in the area.

- b. Sec. 109-2.6. - Mixed use districts intent statements:

c. *Mixed commercial/residential district (MCR).* This land use designation is intended to regulate the character and scale of commercial and residential uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby land uses, and provide for mixed use development.

The development pattern statement above indicates that residential uses may be provided at higher densities. The proposed development will follow the district pattern and intent outlined in the Land Development Regulations, and will be consistent with the proposed transect in the area.

- c. Section 102-17(a)

The following guidelines must be followed when proposing the reassignment of 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 Eustis design district designation must be assigned to annexed property; the proposed design district is compatible with the surrounding design districts.

- d. *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.

- e. *Consistent with Surrounding Uses:*

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

The Suburban Neighborhood definition, structure and form are compatible with the existing uses and any proposed uses permitted under the Suburban Residential future land use designation. The proposed development would allow a transition between the single-family residential to the west and the commercial to the south.

f. *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.

g. *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 to Suburban Neighborhood is proposed. This amendment would not negatively affect the demand 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 analysis of public facilities in above sections of this report.

h. *Impact to 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 changes 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, in and of itself, 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 protection of environmentally sensitive lands that would apply should conditions at time of development warrant such protection.

i. *Property Values:*

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

Redistricting Suburban Neighborhood is being proposed; a Eustis design district designation must be assigned to annexed property. This request should not affect negatively property values, but the proposed Design

District designation is consistent with the current surrounding design district.

j. Orderly Development Pattern:

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

The site is contiguous to the City limits. The annexation would create a logical development pattern as it extends the City limits to a more natural boundary in this area (CR 44B). This would further the eventual goal of a Eustis area under one local government jurisdiction.

The requested MCR future land use designation, coupled with a Suburban Neighborhood design district designation, provides for a consistent development transect.

k. 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 requested designation of Suburban Neighborhood design district will provide for orderly growth and development. This designation would advance the public interest by providing additional housing options, and application of the LDRs to the future development will ensure consistency with the community character and lifestyle of the city.

l. 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 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 uses, densities, intensities or required open space. The districts, therefore, must be consistent and follow the urban, suburban and rural transect. 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 – Mixed Commercial/Residential (MCR): *This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses.*

General Range of Uses: This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted.

Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre.

Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations.

Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows:

Residential: 15% - 25% of total MCR acreage

Commercial/Office: 75% - 85% of total MCR acreage

The composition of mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met.

Special Provisions:

(1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:

a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;

- b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;*
- c. the arterial road frontage contains an existing mix of viable commercial and residential uses;*
- d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;*

(2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, 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 109-5.5(b)(2): The Suburban Neighborhood Design District has predominately residential uses with some neighborhood scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
5. Land Development Regulations Section 109-2.6(c): *Mixed commercial/residential district (MCR)*. This land use designation is intended to regulate the character and scale of commercial and residential uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby land uses, and provide for mixed use development.

Fiscal Impact:

The current just value of the subject property is \$496,296. Based on the current millage rate of 7.581, annexation of the property could increase annual operating revenues by as much as \$8,573 before development.

Alternatives:

1. Approve Ordinance Numbers 22-07 (Annexation), 22-08 (Comprehensive Plan Amendment), and/or 22-09 (Design District Designation).
2. Deny Ordinance Numbers 22-07, 22-08 and 22-09.

Discussion of Alternatives:

Alternative 1 approves the Ordinances.

Advantages:

- The action would be consistent with the expansion plans for the City in accordance with the adopted Eustis Planning Area.
- Annexation would, if developed as proposed, allow an additional housing option.
- The City would have a more compact service area for utilities, police, and fire to increase efficiency and level of service. A more compact service area can reduce the overall per capita cost of providing urban services.

- Annexation would increase the tax base of the City and increase the annual operating revenues.
- The land use change and design district assignment are consistent with the proposed use of the property as a transition between the single-family residential to the west and commercial to the south.
- The action could encourage additional development and/or annexations in that area.

Disadvantages:

- There are no disadvantages.

Alternative 2 denies the Ordinances.

(If Ordinance Number 22-07 is denied, the Commission cannot approve Ordinance Numbers 22-08 and 22-09.)

Advantages:

- The City would not have to provide services to the subject property.
- The Commission could consider a different Land Use or Design District designation for the property.

Disadvantages:

- Denying annexation would create a gap in the City's natural growth boundary as defined by the Eustis Planning Area.
- The action would eliminate the potential for increased operating revenue and the subject property would continue to receive the indirect benefits of City services that are provided to adjacent properties without paying City taxes.
- The City would continue to experience gaps in its service area causing service inefficiency and confusion regarding City boundaries.
- The City could lose an economic development opportunity.

Community Input

The department has notified surrounding property owners within 500 feet of the site; placed the proper legal advertisements in the newspaper; and the applicant posted the site. As of March 10, 2022, the City has received an inquiry from the Lake County Board of County Commissioners with a request to coordinate transportation and infrastructure elements associated with this. One member of the public has emailed and stated opposition to this proposed annexation. Additional opportunity for public input will be provided at the March 17 and April 7, 2022 City Commission meetings.

Budget / Staff Impact:

Based on the current assessment and millage rate, the City can anticipate approximately \$95 annually in ad-valorem revenue (predevelopment). 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:

Alex A. David, AICP

Calvin, Giordano & Associates

Reviewed By:

Heather Croney, Senior Planner, Development Services

Jeff Richardson, AICP, Deputy Director, Development Services

Attachments:

Ordinance Number 22-07, Exhibit A: Location

Ordinance Number 22-08, Exhibit A: Land Use Map

Ordinance Number 22-09, Exhibit A: Design District Map

2022-A-01 and 2022-CPLUS-01

Ordinance Numbers 22-07, 22-08, and 22-09

Ernest C. Mosteller – West of CR 44B AK's 1445370 and 1445094

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ORDINANCE NUMBER 22-07

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA,
VOLUNTARILY ANNEXING APPROXIMATELY 24.94 ACRES OF REAL PROPERTY
LOCATED ON THE WEST SIDE OF CR 44B (ALTERNATE KEY NUMBERS 1445370
AND 1445094).**

WHEREAS, Ernest C. Mosteller, the legal owner of record, has made application for voluntary annexation of approximately 24.94 acres of real property located on the west side of CR 44B, more particularly described as:

Parcel Alternate Key: 1445370

Parcel Identification Number: 19-19-27-0001-000-00100

AND

Parcel Alternate Key: 1445094

Parcel Identification Number: 18-19-27-0004-000-02000

Legal Description: Exhibit "A"

WHEREAS, the subject property is reasonably compact and contiguous; 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 March 17, 2022 the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on April 7, 2022, 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 24.94 acres of real property, as described above.

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

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 7th day of April, 2022.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

Ordinance Number 22-07
Annexation 2022-A-01
Page 2 of 5

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 7th day of April, 2022, by Michael L. Holland, Mayor, and Mary C. Montez, 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 22-07 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.

Mary C. Montez, City Clerk

EXHIBIT "A"

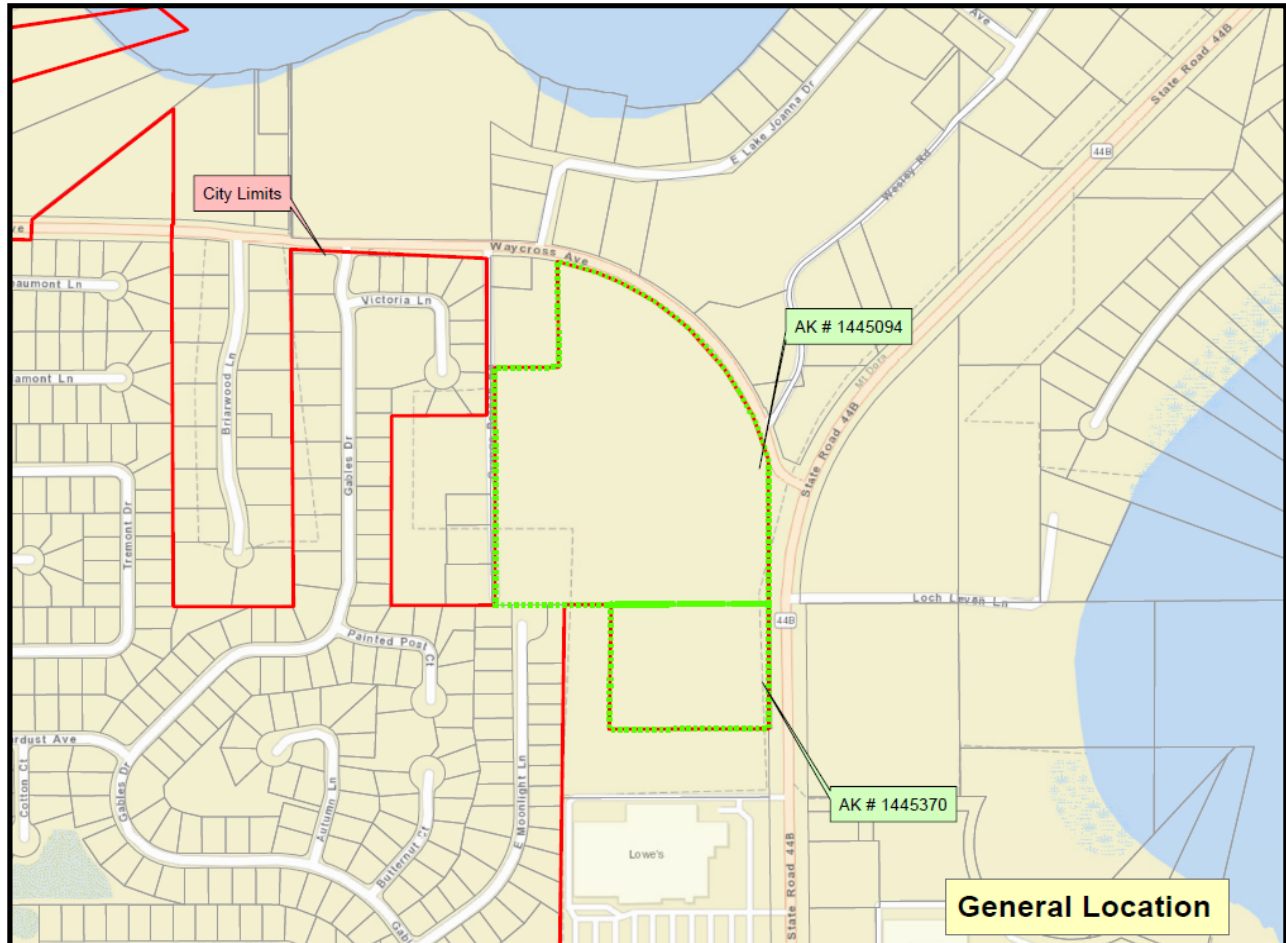
LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 18 AND 19, TOWNSHIP 19 SOUTH, RANGE 27 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 19; THENCE RUN NORTH 89°57'52" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19 AND THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18 FOR A DISTANCE OF 633.02 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE ROAD 44 / COUNTY ROAD 44B AS RECORDED IN MAP BOOK 13, PAGES 74 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH AND SOUTH LINE RUN SOUTH 00°18'56" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 429.04 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN NORTH 89°54'58" WEST FOR A DISTANCE OF 545.84 FEET; THENCE RUN NORTH 01°12'55" EAST FOR A DISTANCE OF 428.68 FEET TO A POINT ON THE AFORESAID NORTH AND SOUTH LINE OF SAID SECTIONS 19 AND 18; THENCE RUN NORTH 89°57'52" WEST ALONG SAID NORTH AND SOUTH LINE FOR A DISTANCE OF 385.03 FEET; THENCE DEPARTING SAID NORTH AND SOUTH LINE RUN NORTH 00°09'12" EAST FOR A DISTANCE OF 813.27 FEET; THENCE RUN SOUTH 89°57'53" EAST FOR A DISTANCE OF 201.97 FEET; THENCE RUN NORTH 00°20'24" EAST FOR A DISTANCE OF 363.61 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF WAY CROSS AVENUE AS RECORDED IN MAP BOOK 5, PAGES 99 THROUGH 103 OF THE AFORESAID PUBLIC RECORDS BEING A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 911.09 FEET, WITH A CHORD BEARING OF SOUTH 50°57'00" EAST AND A CHORD DISTANCE OF 838.88 FEET; THENCE RUN THE FOLLOWING COURSES ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE: SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 54°49'19" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 871.75 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 66°27'40" EAST FOR A DISTANCE OF 5.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 916.09 FEET, WITH A CHORD BEARING OF SOUTH 20°14'27" EAST AND A CHORD DISTANCE OF 105.41 FEET; THENCE RUN SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 06°35'46" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 105.47 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 16°56'34" EAST FOR A DISTANCE OF 61.31 FEET TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD 44 / COUNTY ROAD 44B; THENCE RUN SOUTH 00°18'56" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 493.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,086,468 SQUARE FEET OR 24.94 ACRES, MORE OR LESS.

EXHIBIT “B”
GENERAL LOCATION MAP



ORDINANCE NUMBER 22-08

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 24.94 ACRES OF RECENTLY ANNEXED REAL PROPERTY LOCATED ON THE WEST SIDE OF 44B (ALTERNATE KEY NUMBERS 1445370 AND 1445094) FROM URBAN LOW IN LAKE COUNTY TO MIXED COMMERCIAL/RESIDENTIAL (MCR) 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, 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 Chapter 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 24.94 acres of real property located on the west side of CR 44B (Alternate Key Numbers 1445370 and 1445094), and more particularly described herein as Exhibit "A"; and

WHEREAS, on March 17, 2022, the Local Planning Agency held a Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

WHEREAS, on March 17, 2022, 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 April 7, 2022, 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 Mixed Commercial/Residential (MCR) within the City of Eustis:

Parcel Alternate Key: 1445370

Parcel Identification Number: 19-19-27-0001-000-00100

AND

Parcel Alternate Key: 1445094

Parcel Identification Number: 18-19-27-0004-000-02000

Legal Description: Exhibit "A"

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 Economic Opportunity 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 Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. 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 Economic Opportunity.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of April, 2022.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 7th day of April, 2022, by Michael L. Holland, Mayor, and Mary C. Montez, 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 22-08 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.

Mary C. Montez, City Clerk

EXHIBIT "A"

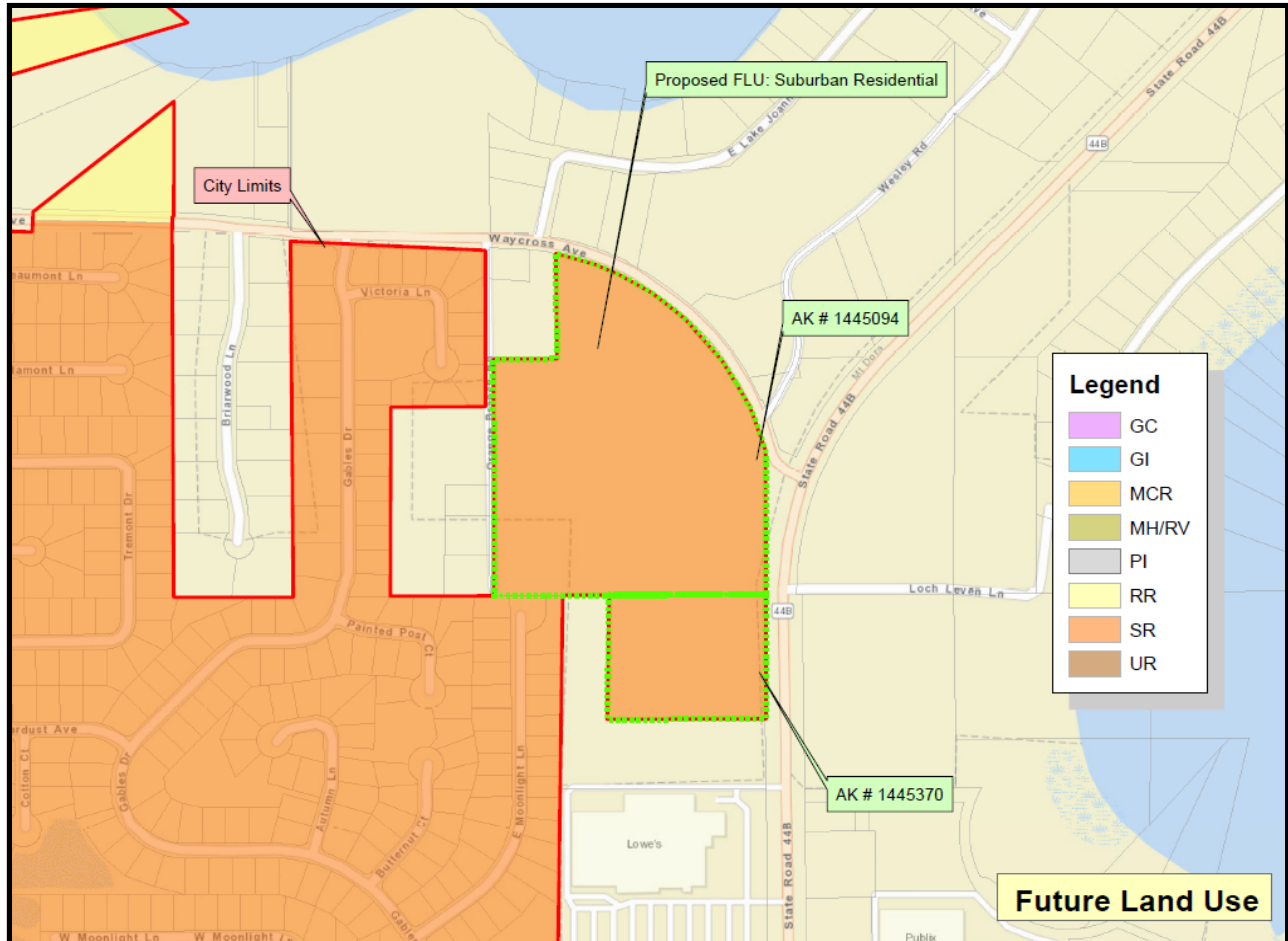
LEGAL DESCRIPTION:

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COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 19; THENCE RUN NORTH 89°57'52" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19 AND THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18 FOR A DISTANCE OF 633.02 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE ROAD 44 / COUNTY ROAD 44B AS RECORDED IN MAP BOOK 13, PAGES 74 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH AND SOUTH LINE RUN SOUTH 00°18'56" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 429.04 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN NORTH 89°54'58" WEST FOR A DISTANCE OF 545.84 FEET; THENCE RUN NORTH 01°12'55" EAST FOR A DISTANCE OF 428.68 FEET TO A POINT ON THE AFORESAID NORTH AND SOUTH LINE OF SAID SECTIONS 19 AND 18; THENCE RUN NORTH 89°57'52" WEST ALONG SAID NORTH AND SOUTH LINE FOR A DISTANCE OF 385.03 FEET; THENCE DEPARTING SAID NORTH AND SOUTH LINE RUN NORTH 00°09'12" EAST FOR A DISTANCE OF 813.27 FEET; THENCE RUN SOUTH 89°57'53" EAST FOR A DISTANCE OF 201.97 FEET; THENCE RUN NORTH 00°20'24" EAST FOR A DISTANCE OF 363.61 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF WAY CROSS AVENUE AS RECORDED IN MAP BOOK 5, PAGES 99 THROUGH 103 OF THE AFORESAID PUBLIC RECORDS BEING A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 911.09 FEET, WITH A CHORD BEARING OF SOUTH 50°57'00" EAST AND A CHORD DISTANCE OF 838.88 FEET; THENCE RUN THE FOLLOWING COURSES ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE: SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 54°49'19" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 871.75 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 66°27'40" EAST FOR A DISTANCE OF 5.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 916.09 FEET, WITH A CHORD BEARING OF SOUTH 20°14'27" EAST AND A CHORD DISTANCE OF 105.41 FEET; THENCE RUN SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 06°35'46" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 105.47 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 16°56'34" EAST FOR A DISTANCE OF 61.31 FEET TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD 44 / COUNTY ROAD 44B; THENCE RUN SOUTH 00°18'56" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 493.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,086,468 SQUARE FEET OR 24.94 ACRES, MORE OR LESS.

EXHIBIT "B"



ORDINANCE NUMBER 22-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 24.94 ACRES OF RECENTLY ANNEXED REAL PROPERTY LOCATED ON THE WEST SIDE OF CR 44B (ALTERNATE KEY NUMBERS 1445370 AND 1445094).

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 Suburban Neighborhood to approximately 24.94 acres of recently annexed real property further described below, and

WHEREAS, on March 17, 2022, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on April 7, 2022, 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 Suburban Neighborhood:

Parcel Alternate Key: 1445370

Parcel Identification Number: 19-19-27-0001-000-00100

AND

Parcel Alternate Key: 1445094

Parcel Identification Number: 18-19-27-0004-000-02000

Legal Description: Exhibit "A"

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 annexation of the subject property through approval of Ordinance Number 22-07.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of April, 2022.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 7th day of April, 2022, by Michael L. Holland, Mayor, and Mary C. Montez, 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 22-09 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.

Mary C. Montez, City Clerk

EXHIBIT "A"

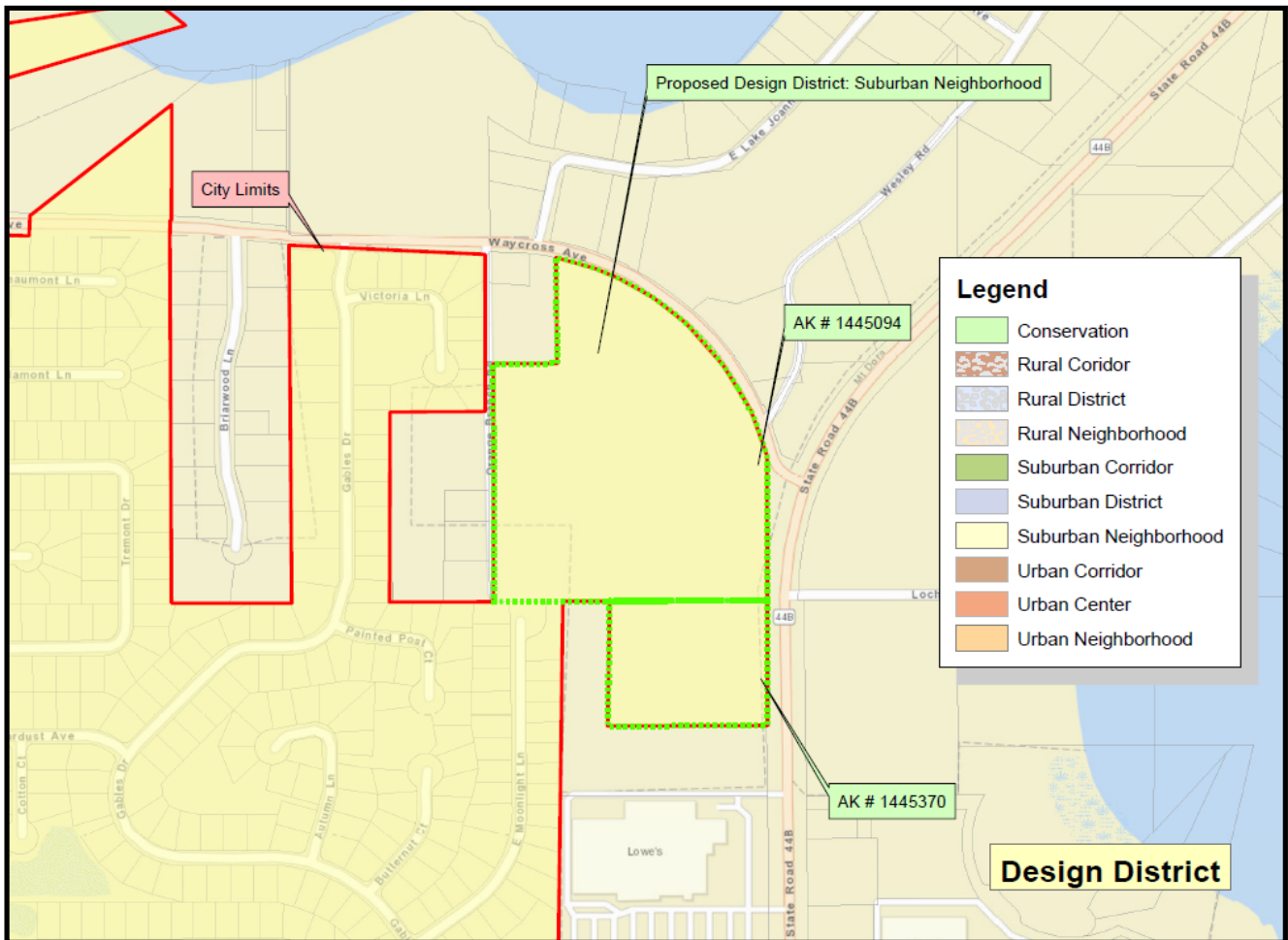
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CONTAINING 1,086,468 SQUARE FEET OR 24.94 ACRES, MORE OR LESS.

EXHIBIT "B"





City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Tom Carrino, Interim City Manager
DATE: April 7, 2022
RE: CITY OF EUSTIS SUPPORT FOR LAKE ECONOMIC AREA
DEVELOPMENT (LEAD) PARTNERSHIP

Introduction:

The City has been approached by representatives of LEAD regarding providing support for the economic development public-private partnership.

Background:

See attached presentation.

Attachments:

[Staff Report - City Support for LEAD](#)
[LEAD Presentation from March 3](#)

Reviewed by:

Tom Carrino, Interim City
Manager
Mary Montez, City Clerk

Approved - 31 Mar 2022
Approved - 01 Apr 2022



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, INTERIM CITY MANAGER

DATE: APRIL 7, 2022

RE: CITY OF EUSTIS SUPPORT FOR LAKE ECONOMIC AREA
DEVELOPMENT (LEAD) PARTNERSHIP

Introduction:

The City has been approached by representatives of LEAD regarding City of Eustis support for the economic development public-private partnership.

Recommended Action:

Staff recommends consideration of an initial \$1 per capita support for LEAD starting with the new budget year in October 2022.

Background:

On March 3, 2022, representatives of LEAD presented to the Eustis City Commission. The new non-profit economic development public-private partnership is looking for financial support from the City of Eustis.

LEAD will bring private sector resources and perspective to the area's economic development efforts by partnering with local government agencies. The plan is to contract with the Ocala Metro Chamber & Economic Partnership (CEP). While the Ocala CEP will provide staffing and support for LEAD, the organization will have offices in Lake County and be managed by a board comprised of Lake County representatives. LEAD will be mainly focused on attracting and retaining primary employers in Lake County.

Staff is recommending some level of support as the new organization grows and develops. Staff and City Commission can monitor the direction of the effort and re-evaluate support levels each fiscal year. With a population of 23,407, staff is recommending an initial investment by the City of Eustis of \$1 per capita, or \$23,407 as part of fiscal year 2022-2023.

Community Input

There will be an opportunity for community input on the program on April 7, 2022. If the City Commission does decide to fund the organization, there will also be opportunities for public input as part of the budget process.

Budget / Staff Impact:

Staff is recommending funding for LEAD in the amount of \$23,407 as part of the fiscal year 2022-2023 budget, which would be available in October 2022.

Prepared by:

Tom Carrino, Interim City Manager

Attachments:

LEAD Presentation from the March 3, 2022 City Commission Meeting



*LEAD*ing Growth in Lake County



What is LEAD?

Lake Economic Area Development (LEAD) is a public-private partnership focused on the economic development of Lake County.

A not-for-profit organization, LEAD represents a significant investment by the private sector in the growth of the community.





LEAD *is* Lake County

The financial support for LEAD comes from Lake County, the office is in Lake County, the Board is composed of representatives from Lake County businesses, and the goal is jobs and investment in Lake County.





What is the partnership with the Ocala CEP

The LEAD will contract with the Ocala CEP to provide staffing and back-office support to help jump start the organization's activities. Dedicated staff will be hired to work in and for Lake County economic development.





Business Attraction – Recruiting new Employers

LEAD will aggressively recruit new primary employers to Lake County with a focus on 3 Target Sectors: Distribution, Manufacturing—Prepared Foods, and Back Office Operations.





Business Retention – Assisting Existing Businesses

LEAD recognizes that by focusing on assisting and growing the existing business base, it retains and creates employment opportunities. Among the initiatives provided under this program are Visitation (every industry will receive at least 2 visits a year), industry-focused training opportunities, and a Plant Managers group.





Business Creation - Entrepreneurship

Growing our own opportunities is a major thrust for LEAD. LEAD will provide direct, one-on-one counseling as well as training and networking opportunities incorporating the widely regarded 1 Million Cups and FastTrac® programs from the Kauffman Foundation.





Accountability

LEAD will enter an annual MOU with the County outlining responsibilities and deliverables. LEAD will then provide to the Commissioners and the County Administrator a monthly Performance Matrix demonstrating activity towards the deliverables along with an activity report.



Accountability

ACTIVITY	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	TOTAL
Business Attraction													
CEP will host at least 25 prospect visits during the year.	3	1	5										9
CEP will complete at least five Targeted Marketing events/campaigns/trade shows.	X	X	X										0
Meet with 35 site consultants	10	1	1										12
CEP will host at least 4 consultants for a FAM tour	✓	✓	✓										0
CEP will send four updates to key prospects, consultants, & brokers.	1	1	1										3
Business Retention													
CEP will complete and document in an online CRM at least 150 retention calls.	9	17	15										41
CEP will implement a corporate visitation program and complete at least two corporate visits.	X	X	X										0
CEP will engage 200 students & 35 businesses in NEXTworking career development events.	X	X	X										0

Timeline

1 February – Agreement executed by LEAD and CEP Boards of Directors

- 12 January – 28 February – Private company commitment gathering

- 1 March – Effective go-live date

- March-June – Strategic Plan; Marketing materials, Sites & Buildings Database, Websites, etc.

- April-June – CEP hires LEAD staff and fills in office

- April-May – Strategic Planning Session(s)

- 29 June – Strategic Plan Approval by LEAD Board

- 29 July – Plans of Work Approval by LEAD Board





City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Bill Howe, Human Resources Director
DATE: April 7, 2022
RE: APPROVAL OF CITY MANAGER EMPLOYMENT AGREEMENT

Introduction:

The purpose of this report is to present information regarding a proposed City Manager employment agreement between Thomas R. Carrino Jr. and the City of Eustis and for consideration of said agreement by the City Commission.

Background:

See attached Staff Report.

Recommended Action:

Staff recommends approval of the attached City Manager employment agreement.

Attachments:

[Staff Report - City Mgr Employment Agreement](#)
[City Manager Employment Agreement](#)

Reviewed by:



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: BILL HOWE, HUMAN RESOURCES DORECTOR

DATE: APRIL 7, 2022

RE: APPROVAL OF CITY MANAGER EMPLOYMENT AGREEMENT

Introduction:

The purpose of this report is to present information regarding a proposed City Manager employment agreement between Thomas R. Carrino Jr. and the City of Eustis and for consideration of said agreement by the City Commission.

Recommended Action:

Based on recent City Commission input, staff recommends approval of the agreement.

Background:

On March 3, 2022, the City Commission voted to offer the position of City Manager to Mr. Tom Carrino and directed Vice Mayor Emily Lee, City Attorney Derek Schroth and Human Resources Director Bill Howe to negotiate an employment agreement.

The attached employment agreement presented to the City Commission for approval is consistent with Florida Statutes and the City Charter provisions. Compensation includes an annual salary of \$160,000, an automobile allowance of \$500 per month and a City provided cell phone. Other provisions include the following:

- Reimbursement for moving expenses up to \$5,000 with receipts
- Start date of up to 180 days from approval of this agreement for Mr. Carrino to establish primary residency within the City of Eustis
- Severance compensation equal to and, pursuant to Section 215.425 Florida Statutes (2021)

Budget / Staff Impact:

Funds are available in the current budget to cover the salary of the City Manager. Staff will present a budget amendment at a later date to cover the moving expenses and any other expenses not anticipated in the current budget.

Community Input:

At the City Commission meeting held on March 3, 2022, members of the community provided input on the topic of Mr. Carrino being appointed City Manager. The community will also have an opportunity to provide public comment when this item is discussed at the City Commission meeting on April 7, 2022.

Prepared By:

Bill Howe, Human Resources Director

Attachment: City Manager Employment Agreement

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT becomes effective upon Thomas R. Carrino Jr.'s execution of this City Manager Employment Agreement ("Agreement"), which upon Thomas R. Carrino Jr.'s execution becomes an agreement by and between THE CITY OF EUSTIS, State of Florida, a municipal corporation, and hereinafter called "Employer", as party of the first part, and Thomas R. Carrino Jr., hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to employ the services of Thomas R. Carrino Jr. as City Manager of the City of Eustis, as provided by the Charter of the City of Eustis; and

WHEREAS, the City Commission desires to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, the City Commission desires to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee, and (4) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as City Manager of said City of Eustis;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer irrevocably offers this Agreement to Thomas R. Carrino Jr. for a period of 180 days from date the City executes this Agreement. If Mr. Carrino does not execute this Agreement within 180 days from the date the City executes this Agreement, this offer expires and is void. Upon timely execution of this Agreement by Mr. Carrino, the City hereby agrees to employ Thomas R. Carrino Jr. as City Manager to perform the functions and duties specified in the Charter and Chapter 2 of the Code of Ordinances of said City of Eustis (specifically including primary residence to be located within the City of Eustis), and to perform other legally permissible and proper duties and functions as the City Commission shall from time to time assign.

SECTION 2. TERMINABLE AT WILL

A. Employee agrees to remain in the exclusive employ of Employer until he resigns or is terminated as provided herein. Consistent with Article IV, Section 3 (a), of the City of Eustis Charter, the City Manager is not employed for a specific term and is terminable at will.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4 of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4, paragraph C, of this Agreement.

SECTION 3. SUSPENSION

Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement, but only if a majority of the City Commission agree.

SECTION 4. TERMINATION, SEVERANCE PAY AND OTHER BENEFITS

A. In the event Employee is terminated by the City Commission, Employer agrees to pay Employee a lump sum cash severance payment equal to and, pursuant to Section 215.425 Florida Statutes (2021), not to exceed 20 weeks of compensation and Employer also agrees to pay Employee the following:

1. For 20 weeks after termination, health insurance premiums for the employee and all dependents as provided in Section 12,
2. For 20 weeks after termination, life insurance premiums as provided in Section 12,
3. Up to 480 hours of accrued sick leave; up to 200 hours of accrued vacation time, as per City policies for all employees, which are from time to time subject to change.

B. Termination and the benefits set forth in Section 4. A. above shall occur when:

1. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting, subject to any applicable Charter provisions.
2. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion and receive severance benefits.

C. Employee, in his sole discretion, may declare a termination and invoke the benefits set forth in Section 4. A above when:

1. If, without Employee's approval, the Employer amends any provisions of the Charter, Code of Ordinances, or Land Development Regulations pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes Employee's duties, authority, or power, or eliminates the position of City Manager.
2. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all

department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

D. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer ninety (90) days written notice in advance, unless the Employer otherwise agrees. If Employee voluntarily resigns his position, Employee is not entitled to any severance or any other benefits noted herein unless such resignation is because of a request to resign as noted in numbered paragraph 4 above.

SECTION 5. TERMINATION FOR DISABILITY AND DISABILITY BENEFITS WHILE EMPLOYEE IS UNINSURABLE

If Employee is disabled or is otherwise unable to perform his City Manager duties because of sickness, accident, injury, or mental incapacity, Employer shall have the option to terminate this Agreement. At all times prior to termination for disability, Employer shall continue to pay Employee's salary, health insurance premiums, life insurance premiums and other benefits until termination. If Employer terminates Employee because Employee is disabled or is otherwise unable to perform his City Manager duties because of sickness, accident, injury, or mental incapacity, Employee is entitled to termination severance and benefits set forth in Section 4 above.

SECTION 6. SALARY

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$160,000.00, payable in installments at the same time as other employees of the Employer are paid. This salary may be increased from time to time by majority vote of the City Commission. Employee may elect, at his sole discretion, to contribute to a 457 Deferred Compensation Plan, subject to all applicable City policies, state and federal regulations. Employee is eligible to participate in the City's 401 a Plan subject to all City policies, state and federal regulations.

SECTION 7. PERFORMANCE EVALUATION

A. The City Commission shall review and evaluate the performance of the Employee at least once annually beginning in the month of August 2023 and every year thereafter, in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the City Commission may from time to time determine, in consultation with the Employee. Further, the Mayor, at his/her sole discretion, shall provide the Employee with a summary written statement of the findings of the City Commission and provide adequate opportunity for the Employee to discuss his evaluation with the City Commission.

B. Annually in the month of August, the City Commission and Employee shall define such goals and performance objectives, which they determine necessary for the proper operation of

the City of Eustis and in the attainment of the City Commission's policy objectives and shall further establish a relative priority among those various goals and objectives. Said goals and objectives may be reduced to writing. They shall generally be attainable within the time limitations as specified.

C. Within six months of the effective date of this Agreement, the City will informally discuss Mr. Carrino's performance at a City Commission meeting.

SECTION 8. MANAGERIAL DUTIES

The Employee is the chief executive officer of the City and is expected to perform all of the duties related to that position. The hours the Employee must spend performing those duties vary. The Employee shall be the sole judge of the hours spent performing said duties; however, the City Commission is the sole judge of the effectiveness of the job the Employee has done.

SECTION 9. OUTSIDE EMPLOYMENT

Employee may not have other employment without advance approval of the Employer.

SECTION 10. AUTOMOBILE AND CELL PHONE

Employee shall use his personal automobile during his employment with Employer and while employed shall receive from Employer the sum of \$500.00 per month for automobile allowance and a City cell phone at Employer's expense.

SECTION 11. VACATION AND SICK LEAVE

The Employee shall accrue vacation and sick leave in accordance with the Personnel Rules and Regulations for an employee, as such rules may be amended from time to time.

SECTION 12. HEALTH AND LIFE INSURANCE

A. Employer agrees to provide hospitalization, surgical, and comprehensive medical insurance, dental insurance and life insurance for Employee and his dependents and to pay the premium thereon equal to that which is provided to all other employees of Employer.

B. At Employer's request, Employee agrees to have an annual complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer. Employer shall receive an appropriate medical report from the physician indicating employee's ability to perform duties.

SECTION 13. DUES AND CONFERENCES

Employer agrees to budget and to pay for the professional dues and educational conferences for maintenance of Employee's City Manager competency. Said amount shall be limited to the budgeted amount for such items and is subject to the approval of the City Commission.

SECTION 15. VENUE

Venue of any proceedings hereunder would be in the appropriate court in Lake County, Florida.

SECTION 16. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties all prior employment agreements between the parties are rescinded, void, and of no further effect.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective upon Employee's execution of this Agreement.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

SECTION 17. REIMBURSEMENT FOR MOVING EXPENSES

Employer shall reimburse, up to and not to exceed \$5,000.00, Employee for all reasonable moving expenses after reviewing and verifying Employee's receipts.

IN WITNESS WHEREOF, the CITY OF EUSTIS has caused this agreement to be signed and executed on its behalf by the Mayor and duly attested by the Human Resources Director, and the Employee has signed and executed this Agreement, as noted herein.

ATTEST:

CITY OF EUSTIS, FLORIDA

Human Resources Director

Michael L. Holland
Mayor/Commissioner

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

Derek A. Schroth, City Attorney

I affirm on April 7, 2022, the City Commission approved and ratified this Agreement.

Mary Montez
City Clerk

Thomas R. Carrino Jr.
City Manager Date: _____

