



AGENDA

City Commission Meeting

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

INVOCATION: PASTOR GENE GREEN, FIRST ASSEMBLY OF GOD - EUSTIS

PLEDGE OF ALLEGIANCE: COMMISSIONER ASHCRAFT

CALL TO ORDER

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE

2. APPROVAL OF MINUTES

2.1 Approval of Minutes

December 1, 2022 City Commission Meeting

3. PRESENTATIONS

3.1 Recognition from Florida League of Cities University Institute for Elected Municipal Officials

3.2 Legislative Requests

Al Latimer, Economic Development Director

4. AUDIENCE TO BE HEARD

5. CONSENT AGENDA

5.1 Resolution Number 23-06: Bid Award #002-23 and Approval of a Purchase in Excess of \$50,000 for Lift Station #3 Emergency Generator

5.2 Resolution Number 23-10: Approval of Annual Purchases in Excess of \$50,000 for Products and Services that are Essential for the Public Works Daily Operations

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 Resolution Number 22-94: Foreclosure Authorization - 44 Sharps Circle LLC (Sharps Mobile Home Park), Case 22-00041

6.2 Resolution Number 23-03: Appointing Commissioners to various boards and committees

6.3 Resolution Number 23-04: Utility Rate and Impact Fee Study

6.4 Resolution Number 23-07: Amendment to Personnel Rules and Regulations

6.5 Resolution Number 23-08: Approval of PBA Collective Bargaining Memorandum of Agreement, Extra-Duty Employment

6.6 Resolution Number 23-09: Approval of PBA Collective Bargaining Memorandum of Agreement, Compensation

[6.7](#) Resolution Number 23-11: 44 Sharps Circle LLC (Sharps Mobile Home Park)

[6.8](#) **FIRST READING**

Ordinance Number 23-01 – Voluntary Annexation
Ordinance Number 23-02 – Comprehensive Plan Amendment
Ordinance Number 23-03 – Design District Assignment

EXPLANATION OF ORDINANCES FOR ANNEXATION PARCELS ALTERNATE KEYS
2612533 and 2612517

7. OTHER BUSINESS

[7.1](#) Organizational and Event Support Grants

8. FUTURE AGENDA ITEMS

9. COMMENTS

9.1 City Commission

9.2 City Manager

9.3 City Attorney

9.4 Mayor

10. ADJOURNMENT

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

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

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



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Christine Halloran, City Clerk

DATE: January 19, 2023

RE: Approval of Minutes

Introduction:

This item is for consideration of the minutes for the December 1, 2022, City Commission Meeting.

Background:

N/A

Recommended Action:

Approval of the minutes as submitted.

Policy Implications:

None

Prepared By:

Mary Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Meeting

6:00 PM – Thursday, December 01, 2022 – City Hall

INVOCATION: A moment of silence was observed

PLEDGE OF ALLEGIANCE: COMMISSIONER COBB

CALL TO ORDER: 6:02 p.m.

ACKNOWLEDGE 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. AGENDA UPDATE

Tom Carrino, City Manager, announced that items 6.2 through 6.5 (Ordinances 22-24, 22-27, 22-30 and 22-33) would be removed from the agenda due to the actions taken at the Local Planning Agency meeting.

2. APPROVAL OF MINUTES

2.1 Approval of Minutes:

August 4, 2022 City Commission Workshop
October 18, 2022 City Commission Town Hall Meeting

A motion was made to approve the Minutes as submitted. Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee.

Voting Yea: Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Commissioner LeHeup-Smith and Mayor Holland

3. PRESENTATIONS

3.1 Proclamation: Rotary Club of Eustis 100th Anniversary Celebration

Mayor Holland read a proclamation recognizing the Rotary Club of Eustis for its 100 years of service to the community. He announced that a 10-foot high clock was being installed in Ferran Park to recognize the organization and thanked its members for all they do for the City.

4. AUDIENCE TO BE HEARD

Rick Gonzales addressed the Commission regarding Blue Lake. He commented on the depth of the lake and indicated that the lake has risen significantly since Blue Lake Estates was constructed. He indicated that several years previous someone listened to complaints by the Blue Lake residents and drew down the lake. He complained that since then the lake is infested with Cuban bullrush and lily pads. He stated his belief that the weeds were introduced during the drawdown and asked that the City fix the problem. He added that employees from Fish & Game have also speculated that it was introduced during the drawdown. He stated that he was told that the bullrush will invade the entire lake over time if not eradicated. He reported that he has spent his own money removing what he could as have some other residents.

Commissioner Hawkins asked about if there was any bull rush prior to draw down with M Gonzalez responding he did not observe any prior to the drawdown.

Mr. Carrino noted he had forwarded Mr. Gonzalez's email to the Commission and noted there is some precedence with the City assisting with the clean up of Lake Gracie. He stated that at Lake Gracie the residents paid someone to come in and clean out the lake with the City doing the disposal. He indicated he would meet with Rick Gierok to see what could be done.

Mr. Gonzalez responded that he did not expect that anyone from the Blue Lake Estates HOA would agree to assist with that. He noted they own about 1/3 of the lakeshore.

The Commission indicated that Lake County Water Authority might be able to help with Mr. Gonzalez stating that he hired someone from Fish & Game to do his spraying and was told the plants would die and just go to the bottom and rot so he had to pay someone else to remove the vegetation.

Mr. Carrino added that an issue with Blue Lake is that the ownership of the parcels goes to the center of the lake which may affect what can be done. He stated that in most cases the lakes are the property of the State of Florida but not in the case of Blue Lake. He indicated that they could not, at that time, agree to what the City can do but it would be reasonable to sit down and talk.

Mr. Carrino noted that Nayana Patel submitted a card to speak under Audience to be Heard; however, the City Attorney has a report regarding the Colonial Inn motel at the end of the meeting so he recommended allowing Ms. Patel to speak at that time.

5. CONSENT AGENDA

5.1 Resolution Number 22-89: Eustis City Attorney Services Agreement

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

Voting Yea: Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Commissioner LeHeup-Smith and Mayor Holland

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 Ordinance Number 22-37: 2nd Reading Planned Unit Development Overlay and Master Plan for the Taylor Morrison Planned Unit Development

Derek Schroth, City Attorney, read Ordinance Number 22-37 by title on second reading: An Ordinance of the City Commission of the City of Eustis, Florida, approving a Planned Unit Development (PUD) overlay for TM Multi-family PUD pursuant to Section 102-29 and 109-2.8 of the Land Development Regulations; approving a Planned Unit Development (PUD) master plan for a 213-unit single-story multi-family project on 24.94 gross acres on the south side of Waycross Avenue and west side of SR 44, establishing permitted uses and development standards, providing for a PD master plan, providing for conditions of approval, providing for severability and an effective date. He noted the change in the number of units from 230 to 213.

Mr. Carrino reported that due to changes made in the ordinance Development Services would be doing a presentation.

Jeff Richardson, Development Services Deputy Director, reviewed the ordinance revisions as follows: 1) Reduction in number of units from 230 to 213 on both page 1 and 4 of the ordinance; 2) Page 3 - Addition of Parks and Recreational Facilities to the list of Permitted

Uses; 3) Page 4 - Density reduced from 9.22 dwelling units/acre to 8.54 dwelling units/acre and 4) Height of wall that borders 44 Gables changed from 6 feet to 8 feet.

Mr. Carrino stated the applicant would be providing a presentation. He reminded the Commission when they consider the ordinance, they consider the updated version.

Mr. Schroth opened the floor to the applicant.

Carolyn Haslam, Akerman, provided highlights concerning the updates related to Commission and community comments since the first reading. She reported they have scheduled a community meeting for December 14 at 6 p.m. at City Hall. She indicated they have been working with the staff on the notice requirements in order to meet the deadline. She provided a map of the revised site plan using the 213 units. She noted they did look at lowering to 200; however, the increased costs in the industry would not allow that. She then commented on the wall request citing the comments on the wall matching the Lowe's wall so they increased the height. She noted the comments regarding the planned gate so they have been working with City staff to try and utilize a semi-permanent wall which would allow City access but would not look accessible. She thanked staff for their assistance through the process.

Mr. Schroth opened the public hearing at 6:22 p.m.

The following individuals addressed the Commission regarding Ordinance 22-37: 1) Victor Torres; 2) Celeste Raulerson; 3) Cindy Newton; and 4) Maria Torres.

Ms. Haslam responded to some of the comments noting that the expected demographics for the development are millennials and retirees who have a higher than average income for the area. She added their rents will not be lower than the average for the area.

The Commission asked if it is cheaper to live in Lake County or Orange County with Ms. Haslam indicating it is definitely lower in Lake County.

The Commission commented on their expectations regarding the quality of the development. They then confirmed that it is not intended to become an affordable housing development.

Mr. Schroth closed the public hearing at 6:33 p.m.

A motion was made to adopt Ordinance Number 22-37 on second and final reading. Motion made by Commissioner Hawkins, Seconded by Commissioner Cobb.

Voting Yea: Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Commissioner LeHeup-Smith and Mayor Holland

6.2 Ordinance Numbers 22-23, 22-24 and 22-25: 1st Reading Consideration of Ordinances for certain real property located along Lake Lincoln Lane (19621 Lake Lincoln Lane, Alternate Key Numbers 1814367 and 2880228).

Ordinance Number 22-23 – Voluntary Annexation

Ordinance Number 22-24 – Comprehensive Plan Map Amendment

Ordinance Number 22-25 – Design District Assignment

This item was removed from the agenda due to the action taken by the Local Planning Agency.

6.3 Ordinance Numbers 22-26, 22-27 and 22-28: 1st Reading Consideration of Ordinances for certain real property located along Lake Lincoln Lane (19703 Lake Lincoln Lane, Alternate Key Number 2869348)

Ordinance Number 22-26 – Voluntary Annexation

Ordinance Number 22-27 – Comprehensive Plan Map Amendment

Ordinance Number 22-28 – Design District Assignment

This item was removed from the agenda due to action taken by the Local Planning Agency.

6.4 Ordinance Numbers 22-29, 22-30 and 22-31: 1st Reading Consideration of Ordinances for certain real property located along Lake Lincoln Lane (35145 Marshall Rd, Alternate Key Number 1123232)

Ordinance Number 22-29 – Voluntary Annexation

Ordinance Number 22-30 – Comprehensive Plan Map Amendment

Ordinance Number 22-31 – Design District Assignment

This item was removed from the agenda due to action taken by the Local Planning Agency.

6.5 Ordinance Numbers 22-32, 22-33 and 22-34: 1st Reading Consideration of Ordinances for certain real property located along Lake Lincoln Lane (east side of Marshall Rd, Alternate Key Number 1039550)

Ordinance Number 22-32 – Voluntary Annexation

Ordinance Number 22-33 – Comprehensive Plan Map Amendment

Ordinance Number 22-34 – Design District Assignment

This item was removed from the agenda due to action taken by the Local Planning Agency.

7. OTHER BUSINESS

7.1 Acceptance of 2022 City Commission Election Results

Mayor Holland stated the Commission has before them the results of the 2022 City Commission election as certified by the Lake County Canvassing Board. He asked for acceptance of the results as presented.

On a voice vote, the Commission accepted the results as presented.

Mayor Holland welcomed Gary Ashcraft as the new Commissioner.

8. FUTURE AGENDA ITEMS: None

9. COMMENTS

9.1 City Commission

Commissioner Cobb requested an update on the islands from Public Works. She announced an America in Bloom meeting would be held the following week and indicated she would be attending along with Vice Mayor Lee. She complimented staff on Light up Eustis.

Commissioner Hawkins thanked Commissioner Cobb for decorating the tree for the Lake Cares fundraising campaign. He complimented City staff for their team efforts and highlighted Chief Swanson for visiting a community member in hospital. He also complimented staff on the Light Up Eustis event. He then commented on the poor sound system in the park and asked that it get fixed.

Commissioner Cobb agreed and they asked that it be put in the budget and fixed before Georgefest.

Commissioner Hawkins asked for an update on the plans for the former Waterman site properties.

Commissioner LeHeup-Smith also complimented staff on the Light Up event. She commented on new businesses in the downtown including Backfin and Chris' Place. She suggested that the City consider amending the charter to have newly elected Commissioners come on board right after the election rather than in January. She cited the number of programs being offered in the City particularly through the Library and Parks & Recreation.

Mayor Holland noted that Commissioner LeHeup-Smith's last meeting would be December 13th and encouraged everyone to come out and say goodbye.

Vice Mayor Lee commented on all of the families that attended Light Up and complimented staff on the event. She requested to receive an update on the Cemetery. She also asked for an update on the downtown project.

Mr. Carrino informed Rick Gierok that Commissioner Cobb had requested an update on the island improvement.

Mr. Gierok acknowledged staff is behind on that project. He indicated a staff member has been assigned to the project and they have scheduled a meeting for the next week. He noted there is one island that does not have irrigation so they are working on how to get irrigation to that island.

Mayor Holland commented on the condition of the outside of City Hall with Mr. Gierok indicating that he thought it was in the new budget to do the painting and the awnings. He added he would check on getting the awning for Customer Service re-installed.

Mr. Carrino reported that staff issued a Request for Qualifications for strategic planning services and received nine proposals. Staff has reviewed the nine and narrowed it down to two finalists. He explained those finalists will be presenting to the staff review committee and asked if the Commission would like to appoint a single Commission representative to sit on that committee.

Mayor Holland asked to have the Vice Mayor sit on that committee and it was confirmed by the Commission.

9.2 City Manager

Mr. Carrino reported that they have been working with County staff on the Coolidge area improvements. He indicated they are moving forward with utility work related to equalizing water and sewer flows in the area. He stated they would like to also work on the roads while they are already tore up so they have been working with County staff on that. He explained that County staff would present to the County Commission a proposal to enter into an interlocal agreement with Eustis and ask if they are willing to provide funding for the design and engineering for the roadwork, which is estimated at \$300,000.

Mayor Holland asked the City Clerk to advertise that more than one Commissioner may be attending that meeting.

Mr. Carrino then announced that the State of the City presentation would be at the Chamber breakfast in December. He then reported he had discussed with Fish and Wildlife the bear proof garbage cans. He explained they are recommending that the City identify specific areas

and then they will canvass those areas and offer installation. He asked to work with Commissioner Hawkins to identify those areas.

It was a consensus of the Commission to proceed with that.

Mr. Carrino then provided an update on the Waterman site project. He stated that the City has agreed to move forward with the master plan process. The developer had a consultant on board but then their team decided they wanted to interview multiple consultants rather than just look at a master plan consultant. He indicated that is where they are at that time and stated he would ask them to provide an update to the Commission.

9.3 City Attorney

Nayana Patel addressed the Commission regarding their code enforcement case. She acknowledged their fault in the situation and noted they never wanted to get lawyers involved but just wanted to get everything done and over with. She commented on the history of the case noting that it took six months for CSI to install the required smoke detectors. She indicated her brother who would be managing the motel would be willing to come before the Commission and answer questions. She added that he was never involved with the running of the motel in the past. She commented on all of the improvements. She asked if they could reconsider the reduction in fines, close the case and she would pay the \$52,000 and emphasized that the motel will never get in disrepair again.

Mayor Holland confirmed with the Commission their willingness to reconsider the case based on an email received from Ms. Patel and asked that it be placed on a future agenda for consideration.

Mr. Schroth asked Ms. Patel to detail the three options she had included in her email.

Ms. Patel responded she had proposed the following: 1) Reduction to \$52,000 payable immediately; 2) Payment of half of the penalty with balance in 30 to 45 days; or 3) If penalty is left at \$181,000 then she would need a year to pay it. She expressed her desire to have the penalty reduced to the \$52,000.

After discussion regarding dates, Mr. Carrino indicated it could be on the January 5, 2023, agenda.

9.4 Mayor

Mayor Holland expressed thanks to staff and Mr. Carrino for the excellent Light Up Eustis event. He expressed concern regarding some of the negative comments that were placed on social media. He cited a number of upcoming events including the snow and Santa in Ferran Park during the December weekends. He thanked the audience for attending the meeting.

10. ADJOURNMENT: 7:01 p.m.

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

CHRISTINE HALLORAN
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: January 19, 2023

RE: Recognition from Florida League of Cities University Institute for Elected Municipal Officials

Introduction:

The Florida League of Cities provided an Institute for Elected Municipal Officials I (IEMO I) training October 14 – 15, 2022 in Tampa, Florida. City Commissioner Nan Cobb attended and completed the training.

Background:

Per the Florida League of Cities, “this educational program is specially designed for newly elected officials and those with less than one term in office. The primary objective of the IEMO is to provide elected municipal officials with an intensive academic program that will assist them in effectively meeting the requirements of their elected role. Created in 1992, the Institute for Elected Municipal Officials was designed to help elected officials in Florida's municipalities to effectively meet the requirements of their elected role. Its intensive academic program offers a comprehensive overview of Florida municipal government, presented by a faculty of top professionals in the field. IEMO is a two-day program structured in a Friday through Saturday format and is offered four times per year at several different locations throughout the state.

Curriculum: Curriculum is divided into six instructional modules, taught in the following sequence:

The Municipal Landscape in Florida

Public Official's Liability

Effective Council Techniques

Budgeting and Accounting

Taxes and Other Sources of Revenue

Parliamentary Procedures & The Role of City Attorneys

These topics were selected to provide a comprehensive overview of the critical issues that are addressed by municipal government officials.”

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Tom Carrino, City Manager



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: January 19, 2023

RE: Resolution Number 23-06: Bid Award #002-23 and Approval of a Purchase in Excess of \$50,000 for Lift Station #3 Emergency Generator

Introduction:

Resolution Number 23-06 authorizes the award of Bid #002-23 to Zabatt Engine Services of Jacksonville, FL in the amount of \$92,542.43 for an emergency generator at Lift Station #3 and authorizes the City Manager to execute an agreement with Zabatt Power Systems.

Background:

Lift Station #3 is located next to Lake Gracie and potential over flows are an immediate risk to nearby surface waters. This lift station receives and transmits flows from five upstream lift stations in close proximity to Washington Avenue, to the east of Exeter Street. Emergency generator backup power is recommended given the lift station's vulnerability & geographical importance.

The major proposed work under this contract will be for the complete set-up and installation of a 60K Generac natural gas-powered emergency generator including concrete pad, automatic transfer switch, and gas connection. The existing electrical feed will be modified to include the new emergency generator's wiring and automatic transfer switch.

The approved 2022-2023 budget has \$353,971 programmed for the purchase of new lift station generators in account #042-8600-535-66-76. The City Purchasing Ordinance requires that the Commission approve any purchase that exceeds \$50,000.

Recommended Action:

Staff recommends approval of Resolution Number 23-06.

Policy Implications:

n/a

Alternatives:

1. Approve Resolution Number 23-06
2. Deny Resolution Number 23-06

Discussion of Alternatives:

1. Alternative 1 approves the Resolution.

Advantages:

- Sewage pumping remains continuous during power outages.

Disadvantages:

- The action will approve an expenditure of \$92,542.43.

2. Alternative 2 denies the Resolution.

Advantages:

- The City would not expend \$ 92,542.43.

Disadvantages:

- Possible/probable sewer overflows during power outages and possible/probable ecological damage to Lake Gracie.

Budget/Staff Impact:

The funds for the proposed purchase were included in the approved Fiscal Year 2022/2023 Annual CIP Budget, Account # 042-8600-535-66-76.

Prepared By:

Vicky McGhee, Senior Staff Assistant

Reviewed By:

Sally Mayer, Administrative Assistant, Public Utilities

Greg Dobbins, Deputy Director of Public Utilities

Michael Brundage, Wastewater Superintendent

Attachments:

Resolution Number 23-06

Bid #002-23 Specifications – upon request

RESOLUTION NUMBER 23-06

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AWARING BID NO. 002-23 TO ZABATT ENGINE SERVICES FOR THE PURCHASE OF AN EMERGENCY GENERATOR FOR LIFT STATION #3 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS AND CONTRACTS ACCORDING TO THE CONTRACT DOCUMENTS.

WHEREAS, the City of Eustis, Florida, advertised invitations to bid for the purchase, complete set-up and installation of an emergency generator for Lift Station #3; and

WHEREAS, the City received five bids on December 8, 2022, in response to said invitation; and

WHEREAS, Zabatt Engine Services was the bidder offering the best price, and possesses the required qualifications to perform the complete set-up and installation of a Zabatt Power Systems Generac 60W generator; and

WHEREAS, Zabatt Engine Services' bid was the lowest received at \$92,543; and

WHEREAS, the City has budgeted sufficient funds to cover the costs associated with the purchase and complete installation of the emergency generator for Lift Station #3.

WHEREAS, City of Eustis Purchasing Ordinance requires that the City Commission approve any purchase in excess of \$50,000.

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

- (1) That the City Manager is hereby authorized to accept the bid from Zabatt Engine Services based on qualifications and the rate quoted in the attached bid tabulation for the purchase, complete set-up and installation of a Generac 60W generator for Lift Station #3.
- (2) That the City Manager is hereby authorized to execute all agreements and contracts associated with this project with Zabatt Engine Services of Jacksonville, Florida, according to the advertised scope of work.

DONE AND RESOLVED, this 19th day of January, 2023, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of January, 2023, by Christine Halloran, City Clerk, who is personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-06 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: January 19, 2023

RE: Resolution Number 23-10: Approval of Annual Purchases in Excess of \$50,000 for Products and Services that are Essential for the Public Works Daily Operations

Introduction:

The City Purchasing Ordinance requires that City Commission approve any purchase exceeding \$50,000. Resolution Number 23-10 authorizes two (2) annual purchases in excess of \$50,000 each for services that are essential to the daily operations of the Public Works Department.

Background:

1. The Public Works Department expects to spend in excess of \$50,000 for tree maintenance services during fiscal year 2022-2023, providing on an as-needed basis: tree trimming, tree removal, stump grinding, emergency tree services, stacking or removal of cut trees and certified arborist evaluations within the City's right-of-way. Tip Top Tree Experts is the service provider on contract and the estimated cost of their services is over \$50,000, which was included in the approved budget for this fiscal year.
2. In 2020, at the request of Eustis City Commission, the Eustis Purchasing Department advertised Bid #005-20 for mowing and grounds maintenance services to assist with the burden of maintaining all the properties within the City; providing a full range of grounds maintenance to the public parks, medians, soccer field, and other City of Eustis owned properties within the City limits. Helping Hand Lawncare, Inc. submitted the lowest bid and was awarded the contract. Staff has an approved budget of \$100,000 for fiscal year 2022-2023 for Mowing and Grounds Maintenance Services.

The City purchasing policies require that the Commission approve any purchase that exceeds \$50,000.

Recommended Action:

Staff recommends approval of this resolution.

Policy Implications:

n/a

Alternatives:

1. Approve the Resolution.
2. Defeat or defer the Resolution.

Discussion of Alternatives:

1. Alternative 1 approves Resolution Number 23-10 and authorizes blanket purchase orders for the two (2) expenditures listed above.

Advantages:

- The City can proceed with uninterrupted treatments & maintenance processes.
- The City will carry on with its daily schedules to keep our city clean, the trees healthy, and our parks appealing.

Disadvantages:

- There are no disadvantages to approving the resolution.

2. Alternative 2 defeats Resolution Number 23-10

Advantages:

- There is no advantage to denying the resolution because the products and services are required to keep the City's landscape appealing.

Disadvantages:

- The cost to maintain the City's trees and grounds will increase beyond our budgeted funds.

Budget/Staff Impact:

The funds for the proposed purchases have been included in the approved Fiscal Year 2022/2023 budget.

Prepared By:

Sally Mayer, Administrative Assistant – Public Utilities

Reviewed By:

Rick Gierok, P.E., Director of Public Works

Attachments:

Resolution Number 23-10

RESOLUTION NUMBER 23-10

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING TWO (2) EXPENDITURES IN EXCESS OF \$50,000 EACH FOR PRODUCTS AND SERVICES THAT ARE ESSENTIAL FOR THE PUBLIC WORKS DAILY OPERATIONS FISCAL YEAR 2022-2023.

WHEREAS, the Public Works Department has need of essential services and products for daily operations which require expenditure greater than \$50,000 each annually; and

WHEREAS, City Purchasing Ordinance requires the City Commission to approve any purchase exceeding \$50,000; and

WHEREAS, the City's Fiscal Year 2022/2023 approved budget includes adequate funding for these services; and

WHEREAS, the Public Works Department has two current contracts for 1) tree maintenance services, and (2) mowing & grounds maintenance services in accordance with the City's purchasing policies for lowest bids; and

WHEREAS, Tip Top Experts (tree maintenance), and Helping Hand Lawncare are the lowest bidders for their field of service and are under current contract with the City.

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

- (1) That the Public Works Department is hereby authorized to spend in excess of \$50,000 each for tree maintenance, and mowing & grounds maintenance for multiple projects funded within the existing budgets; and
- (2) That the City Manager is authorized to execute all agreements necessary to provide said products and services with the above listed vendors.

DONE AND RESOLVED, this 19th day of January 2023, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of January, 2023, by Christine Halloran, City Clerk, who is personally known to me.

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

CITY ATTORNEY’S OFFICE

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

City Attorney’s Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-10 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: JANUARY 19, 2023

RE: RESOLUTION NUMBER 22-94: FORECLOSURE AUTHORIZATION
44 SHARPS CIRCLE LLC (SHARPS MOBILE HOME PARK)
CASE NUMBER 22-00041

Introduction

Resolution Number 22-94 of the City Commission approves a Code Enforcement Board action authorizing the City Attorney to foreclose on an unpaid code lien recorded against 44 Sharps Circle LLC (Sharps Mobile Home Park).

Recommended Action

The administration recommends approval of Resolution Number 22-94.

Background

Code Board Action:

On November 14, 2022, the Eustis Code Enforcement Board authorized the City Attorney to begin foreclosure action on an unpaid code enforcement lien associated with Case 22-00041 totaling \$143,865 against 44 Sharps Circle, owned by 44 Sharps Circle LLC.

Case History:

On January 19, 2022, the Code Department received a minimum housing complaint from Donna Manning, the tenant occupying 26 Sharps Circle, located within Sharps Mobile Home Park.

On January 31, 2022, the mobile home was inspected and the following minimum housing code violations were identified:

- Driveway on the back side of the mobile home has not been kept in a proper state of repair, maintained free from hazardous conditions where it connects with the paved street.
- Stairs that are used to access both sides of the attached porch are not properly anchored to the structure.
- Some of the windows in the mobile home have not been kept in sound condition,

good repair, and weather tight. One of the windows in the living room has been screwed shut and cannot be opened.

- Flooring in the living room and kitchen area has not been maintained in sound condition and good repair. Floor gives (spongy) when stepped or stood on in some areas, more so directly in front of the kitchen sink.
- No heating facilities
- Electrical wiring that runs from the electric meter to the mobile home has not been properly installed (exposed wires).
- Light fixture inside bedroom closet is missing its cover.
- Smoke detector in bedroom is defective (does not function).

On February 16, 2022, the Department issued a Correction Notice requiring the following corrective actions by March 16, 2022. It was mailed and email to the Corporations Registered Agent, Hansel Rodriguez:

- Repair the driveway and eliminate any trip hazards where the driveway connects to the paved street.
- Anchor the stairs to the structure so they do not move when in use.
- Remove the screws from the window in the living room and ensure that it can stay secure with its own hardware; and
- Repair any windows that are missing hardware and are unable to be cranked open or closed; or
- Replace the windows with a window of the same size in accordance with guidelines established by the Florida Department of Highway Safety and Motor Vehicles (MHS-24 Mobile/Manufactured Home Repair and Remodeling).
- Replace any defective or deteriorated floor decking.
- Obtain a permit from the City of Eustis Building Department to install heating facilities capable of maintaining a room temperature of 68 degrees F in all habitable rooms, bathrooms and toilet rooms.

Note: The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

- Encase the electrical wiring that is running into the mobile home from the electric meter in conduit/tubing (or other approved means) to protect it from physical damage in accordance with Section 334-14(b) of the National Electric Code; and
- Replace the missing light fixture cover, or replace the fixture.
- Repair or replace the smoke detector and ensure that all fire protection and life safety systems are maintained in accordance with the Florida Fire Prevention Code.

On March 16, 2022, a Notice of Repeat Violation/Hearing (NOV) was issued. It was mailed certified to the Hansel Rodriguez at 28 West Flagler Street, Ste 909, Miami, FL. In addition to mailing, it was posted on the Park Manager's office door and emailed to Mr.

Rodriguez and Jay Eben, Director of Operations. The Notice required compliance by April 4, 2022, or the Case would go before the Code Enforcement Board on April 11, 2022

On March 17, 2022, Jay Eben confirmed receipt of the NOV and reported that the violations involving the defective smoke detector and loose stairs had been corrected, which was confirmed by Eric Martin, Code Enforcement Supervisor.

On March 18, 2022, Shawn D. Arbeiter Esq., the property owner's Attorney, contacted the Code Department requesting a renewed NOV be issued with a later compliance date, which was approved.

On March 24, 2022, a Revised Notice of Repeat Violation/Hearing was issued requiring compliance by May 2, 2022, or the Case would go before the Code Enforcement Board on May 9, 2022. It was also emailed to Mr. Arbeiter and Mr. Eben the following day.

On May 9, 2022, the Code Enforcement Board issued an Order of Enforcement requiring the property be brought into compliance with City Code by June 8, 2022, or a daily fine of \$500 would be imposed retroactive to January 31, 2022, in accordance with Florida Statutes regarding fines for repeat violations. Allie Morales, Park Manager, attended the Hearing and testified that work was scheduled to begin on May 11, 2022, and she was confident that all the violations will be taken care of.

On May 11, 2022, a copy of the Order was mailed to the property owner at an updated mailing address in Lapeer, MI and Hansel Rodriguez.

On June 16, 2022, a Notice of Non-Compliance and Notice of Hearing for Certification of Non-Compliance and Assessment of Fine was mailed to the property owner and Hansel Rodriguez.

On July 11, 2022, Eric Martin informed the Code Enforcement Board of the non-compliance, and the Board voted to certify the previously imposed fine of \$500 per day retroactive to January 31, 2022. No Representatives from 44 Sharps Circle LLC attended the Hearing.

On July 20, 2022, the Order Imposing Fine was mailed to the property owner and Hansel Rodriguez, which was recorded in public record as a lien against the property on August 10, 2022. Per F.S. 162.09(3), the enforcement board may authorize the local governing body to foreclose on the unpaid lien, or to sue to recover a money judgment for the amount of the lien after 3 months from filing. This lien qualified for foreclosure effective, November 8, 2022.

On October 27, 2022, it was determined that the only unresolved housing code violation remaining was the lack of heating facilities.

On November 14, 2022, Donna Manning notified the Department that she had been evicted and that she had moved out of the mobile home. This was the same day the Code Enforcement Board authorized the foreclosure.

During the Hearing, Mr. Martin informed the Board that the tenant had moved out and obtained confirmation from the City Attorney that the fines will no longer accrue unless a new tenant is placed in the mobile home. Jay Eben was present and advised the Board

that the home will no longer be a rental, and there will be no rental units in the Park ever again.

Other Open Code Violations

Case 22-00528

Violation: 6x6 power pole next to unit #17 is showing signs that it is in danger of falling over. It is currently being held up with a piece of 2x4 lumber.

On July 11, 2022, the Code Enforcement Board issued an Order of Enforcement requiring the property be brought into compliance with City Code by July 16, 2022, or a daily fine of \$250.

On August 8, 2022, the Board voted to certify the previously imposed fine of \$250 per day, and a lien was recorded in public record on September 7, 2022.

On September 27, 2022, it was noted that the pole had been replaced and was no longer in danger of falling over. Daily fines accrued to \$18,000.

On January 9, 2023, the Code Enforcement Board authorized the City Attorney to foreclose on the unpaid lien.

Case 22-00532

Repeat Violation: The mobile home park's roads and driveways and similar areas have not been kept in a proper state of repair and maintained free from hazardous conditions.

On August 8, 2022, the Code Enforcement Board issued an Order of Enforcement requiring the property be brought into compliance with City Code by September 7, 2022, or a daily fine of \$500 would be imposed retroactive to July 5, 2022.

On October 10, 2022, the Board voted to certify the previously imposed fine of \$500 per day, and a lien was recorded in public record on November 4, 2022. Daily fines have accrued to \$99,000, and the lien will qualify for foreclosure on February 2, 2023.

Case 22-00918

Repeat Violation: Electrical equipment for power pole that possibly services unit 213 has not been properly maintained in a safe and approved manner.

On November 14, 2022, the Code Enforcement Board issued an Order of Enforcement requiring the property be brought into compliance with City Code by November 24, 2022, or a daily fine of \$500 would be imposed retroactive to October 19, 2022.

On November 28, 2022, it was noted that the electrical equipment had not been secured to the pole, as required.

On November 29, 2022, an Affidavit of Non-Compliance and Notice of Hearing for certification of the previously imposed fine scheduled for December 12, 2022. It was emailed to Hansel Rodriguez and Jay Eben. Mr. Eben responded stating that they had an invoice from their electrician with notations that the conditions had been corrected. Shortly thereafter, he submitted a letter from their electrician, Heavenly Enterprises, LLC, stating their invoice noted the matter was corrected on November 15, 2022, but upon

further review it was determined that the work was not actually completed, but it has been as of today.

On November 30, 2022, the electrical equipment passed inspection, 5 days past the date order by the Board, resulting in a total accrued fine of \$21,000.

On December 1, 2022, an Affidavit of Compliance was mailed to the property owner, and emailed to Hansel Rodriguez and Jay Eben. It included an application for reduction of fine with a submittal deadline of 5:00 p.m. Tuesday, December 6, 2022. In response, Mr. Eban submitted an Invoice dated November 15, 2022 his company received from their electrician, reporting the matter was resolved.

On January 9, 2023, the Code Enforcement Board denied their application requesting a reduction of the accrued fines to \$500, but agreed to certify a reduced fine of \$400 per day totaling \$16,800.

Community Input

This case is a direct result of a tenant complaint. There have also been multiple complaints received by City Staff and Commissioners from Park Residents regarding the current management and maintenance of the Sharps Mobile Home Park.

Budget / Staff Impact:

If the Commission approves the Resolution, legal expenses could exceed \$10,000. There could be potential for revenue collected as part of the foreclosure on the lien.

Reviewed By:

Kenneth Toler, Captain

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments

- Resolution Number 22-94

RESOLUTION NUMBER 22-94

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A CODE ENFORCEMENT BOARD ACTION TO AUTHORIZE THE CITY ATTORNEY TO FORECLOSE ON AN OUTSTANDING CODE ENFORCEMENT LIEN RECORDED AGAINST 44 SHARPS CIRCLE LLC.

WHEREAS, the City of Eustis, Florida established code enforcement fines against the following described property, and upon any other real or personal property under Case No. 22-00041 against 44 Sharps Circle LLC, property owners, for failing to comply with City Ordinances:

EUSTIS, BADGER DIVISION BLK 61, E 33 FT OF BLK 62 (SEE EXHIBIT A FOR FULL LEGAL DESCRIPTION); and

WHEREAS, the City of Eustis, Florida, a Florida municipal Corporation, recorded a Code Enforcement Lien against the subject property and an additional property described as follows in accordance with Florida Statutes Section 162.09(3) on the 10th day of August, 2022, in Official Record Book 6006, Page 1977, in the office of the Clerk of the Circuit Court, Lake County, State of Florida; and

EUSTIS, BADGER DIVISION BLK 68, W 1/2 OF CLOSED TITCOMB ST LYING E OF BLK 68, E 1/2 OF CLOSED SMITH STREET LYING W OF BLK 68, N 1/2 OF CLOSED PINEAPPLE AVE W BY CENTERLINE OF SMITH STREET & E BY CENTERLINE OF TITCOMB STREET PB 5 PG 39 ORB 5238 PG 1256; and

WHEREAS, Section 162.09 of Florida Statutes, adopted by reference into the City Code of Ordinances, states that the Code Enforcement Board may authorize the City Attorney to foreclose on the lien three months after filing; and

WHEREAS, it has been more than three months since the filing of such lien; and

WHEREAS, the Code Enforcement Board approved a motion on November 14, 2022 authorizing the City Attorney to foreclose on the lien; and

WHEREAS, the property in question is not known to have homestead protection status under Florida Constitution, Article X, Section 4;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida, that the City Attorney is hereby authorized to foreclose on the unpaid Code Enforcement Lien recorded against the following described properties, in accordance with the Code Enforcement Board's action:

EUSTIS, BADGER DIVISION BLK 61, E 33 FT OF BLK 62 (SEE EXHIBIT A FOR FULL LEGAL DESCRIPTION); and

EUSTIS, BADGER DIVISION BLK 68, W 1/2 OF CLOSED TITCOMB ST LYING E OF BLK 68, E 1/2 OF CLOSED SMITH STREET LYING W OF BLK 68, N 1/2 OF CLOSED PINEAPPLE AVE W BY CENTERLINE OF SMITH STREET & E BY CENTERLINE OF TITCOMB STREET PB 5 PG 39 ORB 5238 PG 1256

DONE AND RESOLVED this 19th day of January, 2023, in regular session of the City Commission of the City of Eustis, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content, 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 22-94 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date

EXHIBIT A

EUSTIS, BADGER DIVISION BLK 61, E 33 FT OF BLK 62, THAT PART OF VACATED SMITH STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & LAKE EUSTIS & BOUNDED BY BLKS 61 & 62, THAT PART OF TITCOMB STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & LAKE EUSTIS & BOUNDED BY BLK 61 BADGER DIVISION & BLK 58 IN TOWN OF EUSTIS PB 1 PG 79, THAT PART OF MORIN STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & WEST ORANGE AVE & BOUNDED BY BLKS 58 & 59 PLAT EUSTIS PB 1 PG 79, ALLEY RUNNING NORTH & SOUTH BLK 58 & BLK 58, BLK 59 LYING W OF RR R/W IN TOWN OF EUSTIS--LESS FROM INTERSECTION OF CENTERLINE OF CITRUS AVE & BAY STREET RUN W ALONG SAID CENTERLINE OF CITRUS AVE & BAY STREET RUN W ALONG SAID CENTERLINE OF CTRUS AVE 648.18 FT, N 0-09-30 W 33 FT FOR POB, CONT N 0-09-30 W 123.71 FT, N 89-33-0 E 250.29 FT, N 28-04-0 E 82.98 FT, N 89-46-0 E 131.20 FT, S'LY & SW'LY ALONG W R/W LINE OF RR R/W TO N LINE OF CITRUS AVE, W ALONG N'LY R/W LINE TO POB & LESS LOTS 15 & 16 BLK 59 & LESS E 33 FT OF N 66 FT OF STREET ON WEST--BEG AT INTERSECTION OF CENTER OF ORANGE AVE & PREVIOUSLY CLOSED MORIN STREETS, RUN W 51 FT, S TO N LINE OF BLK 58 EUSTIS SUB, E TO A POINT S OF POB, N TO POB, AND EUSTIS PB 1 PG 79 FROM THE INTERSECTION OF THE CENTERLINE OF CITRUS AVE & BAY STREET RUN WEST ALONG SAID CENTERLINE OF CITRUS AVE 648.18 FEET, NORTH 00-09-30 WEST 33 FEET FOR THE POINT OF BEGINNING, RUN NORTH 00-09-30 WEST 123.71 FEET, NORTH 89-33-00 EAST 250.29 FEET, NORTH 28-04-00 EAST 82.98 FEET, NORTH 89-46-0 EAST 131.2 FEET, SOUTHERLY & SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF RAILROAD TO THE NORTH LINE OF CITRUS AVE, WEST ALONG THE NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, BEING A PART OF BLKS 58 & 59 AND PART OF VACATED ST & ALLEY ORB 5238 PG 1256



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: January 19, 2023

RE: Resolution Number 23-03: Appointing Commissioners to various boards and committees

Introduction:

Resolution Number 23-03 appoints Commissioners to a number of civic and public committees and Boards of Directors to ensure that the City has representation on these important entities.

Background:

Commissioners have historically represented the City on various committees and Boards of Directors. Attached is a list of all the organizations along with a description of the organization's purpose and who served during 2022. Prior to 2020, the Chamber of Commerce bylaws required that a Commissioner be appointed as the liaison to their Executive Board to represent the City; however, they changed their bylaws and requested that the City Manager or his designee represent the City. Therefore, this position will no longer appear in the resolution. Unless the Commission decides otherwise, whomever is serving as City Manager will act as the City's representative to the Chamber Executive Board.

Recommended Action:

Staff recommends approval of Resolution Number 23-03 with the selected Commission designees.

Attachments:

Resolution Number 23-03

2023 Board and Committee Descriptions and Appointments

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Tom Carrino, City Manager

RESOLUTION NUMBER 23-03

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, TO APPOINT LIAISONS, DIRECTORS OR MEMBERS AND ALTERNATE DIRECTORS OR MEMBERS TO VARIOUS COMMITTEES AND BOARDS OF DIRECTORS TO ENSURE THAT THE CITY'S INTERESTS, AS EXPRESSED THROUGH THE CITY COMMISSION, ARE REPRESENTED ON THESE VARIOUS COMMITTEES AND BOARDS.

WHEREAS, the City Commission has determined that they would like to appoint a liaison to the Upper Ocklawaha Basin Working Group; and

WHEREAS, the City Commission has determined that they would like to appoint a Director and Alternate Director to the Lake County League of Cities Board of Directors; and

WHEREAS, the City Commission has determined that they would like to appoint a Member and Alternate Member to the Lake-Sumter Metropolitan Planning Organization (MPO) Governing Board; and

WHEREAS, the City Commission has determined that they would like to appoint a Member and Alternate to the Lake Community Action Agency, Inc. (LCAA) Board of Directors, the City Audit Committee, the Lake County Educational Concurrency Review Committee, and the Lake County Arts and Cultural Alliance;

NOW, THEREFORE, the City Commission hereby appoints the following Commissioners as their duly appointed representatives as follows:

1. Commissioner _____ is appointed as the Commission liaison to the Upper Ocklawaha Basin and Wekiva River Basin Working Groups;
2. Commissioner _____ is appointed as the Director and Commissioner _____ as the Alternate Director to the Lake County League of Cities Board of Directors;
3. Commissioner _____ is appointed as the Member and Commissioner _____ as the Alternate Member to the Lake-Sumter MPO Governing Board;
4. Commissioner _____ is appointed as Primary Representative to the LCAA Board of Directors and Commissioner _____ as the Alternate;
5. Commissioner _____ is appointed as a Member of the City's Audit Committee;
6. Commissioner _____ is appointed to the Lake County Educational Concurrency Review Committee; and
7. Commissioner _____ is appointed as the City's liaison to the Lake County Arts and Cultural Alliance.

DONE AND RESOLVED this 19th day of January, 2023, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of January, 2023, by Christine Halloran, City Clerk, who is personally known to me.

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

CITY ATTORNEY’S OFFICE

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

City Attorney’s Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-03 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date

2023 CITY COMMISSION - BOARD & COMMITTEE MEMBERS

Audit Committee

Appointed by the City Commission; meets with auditors in March; Commission's representative regarding the audit. This is usually the Mayor. Contact: Mike Sheppard, Finance Director, sheppardm@ci.eustis.fl.us, 483-5440.

2022 –Michael Holland

Lake Community Action Agency, Inc. Board of Directors

Representative appointed by the City Commission annually; meets monthly; function is to review and approve all actions of the LCAA; LCAA By-Laws state – a public official who is appointed by his/her colleagues to serve may select a representative to serve in his/her place or in his/her absence. This representative need not be a public official themselves, but they shall have full authority to act for the public officials who they represent at meetings of the Board. Meets on the last Wednesday of each month at 5:30 p.m. in the Main Office located at 501 N. Bay Street. Contact: Helen Ellis, Executive Secretary to the Board, HelenE@lakecaa.org, and James Lowe, Executive Director, JamesL@lakecaa.org, 357-3497.

2022 – Willie Hawkins as Primary representative; Karen LeHeup-Smith as alternate

Lake County Arts and Cultural Alliance

The purpose of this board is to elevate community awareness and appreciation of the arts in Lake County. Board consists of 15 members, one from each municipality and one at-large member appointed by the Board of County Commissioners. The representative is appointed by the City Commission for a three-year term. Nan Cobb was previously appointed as an alternate to this committee and subsequently became the liaison. Contact: Tiffani Hubbert, Office of Visit Lake, PH: 352-742-3924

2022 – Nan Cobb, alternate needs to be selected

Lake County Educational Concurrency Review Committee

Representative appointed by the City Commission annually; meets at least annually (December – first or second week usually) but more often if needed, and will hear reports and discuss issues concerning school concurrency; members may be elected officials or citizens. Currently, all cities are represented by an elected official. Contact: Dawn McDonald, Senior Planner, Lake County School District, mcdonaldd@lake.k12.fl.us, 253-6694.

2022 – Willie Hawkins

Lake County League of Cities Representative

Appointed by the City Commission; meets for luncheon/meeting (noon) on the 2nd Friday of each month at Mount Dora Golf Course, 1100 S. Highland St., Mount Dora; function is to resolve localized municipal issues; the By-Laws provide that each member may designate one elected official to serve as the Director and that Director shall exercise that member city's vote on the Board of Directors. Contact: Jim Myers, Executive Director, LakeLeague1@comcast.net.

2022 – Michael Holland as Director and Emily Lee as Alternate Director

Lake-Sumter Metropolitan Planning Organization (MPO) Governing Board

Representative appointed by City Commission; typically meets on the 4th Wednesday of every other month at 2:00 p.m. at their office located at 1300 Citizens Blvd. Suite 175, Leesburg, FL 34748; it provides a forum for cooperative decision making concerning transportation issues throughout the urbanized area of Lake and Sumter counties. The Governing Board is made up of 13 voting representatives and 9 non-voting

representatives. All voting representatives shall be elected officials of general purpose local governments and be selected by said governing board. Term shall be four years. A member may be appointed for one or more additional four year terms. FDOT Interlocal Agreement for Creation of the Lake Sumter Metropolitan Planning Organization signed January 6, 2004. Contact: Michael Woods, Executive Director, mwoods@LakeSumterMPO.com, 315-0170 ext. 2.

2022 –Nan Cobb as Member with Willie Hawkins as Alternate

Upper Ocklawaha Basin Working Group (Department of Environmental Protection) and Wekiva River Basin Working Group

Elected official appointed by the City Commission; the full working group meets twice a year (typically March and September); the Upper Ocklawaha Basin Management Action Plan identifies actions and commitments to restore and protect water quality in the Upper Ocklawaha River Basin. Its implementation will benefit surface waters throughout Lake and part of Orange Counties, including the Clermont Chain of Lakes connected by the Palatlahaha River, Lake Apopka, Lake Griffin, and the Harris Chain of Lakes. Meetings are usually held at the Leesburg Community Center Venetian Gardens, 109 East Dixie Avenue (SR 44) – building on the west side of the entry driveway from 9:00 a.m. – 3:30 p.m. Contact: Mary Paulic, Department of Environmental Protection, mary.paulic@dep.state.fl.us, 850-245-8560.

2022 – Emily Lee

Lake Eustis Area Chamber of Commerce Board

Prior to 2020, the Chamber’s bylaws provided for the City to appoint a Commissioner to serve on the Chamber’s Executive Board; however, they have since changed their bylaws. They requested that the City Manager or his designee be appointed as the City’s representative to the Chamber. Then City Manager assumed the position as liaison at that time, currently City Manager Tom Carrino attends these meetings. Unless the Commission decides otherwise, this appointment will not be included in the resolution and the City Manager will continue to be the City’s designated liaison.



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: JANUARY 19, 2023

RE: RESOLUTION 23-04 AUTHORIZATION TO PROCEED WITH WATER, WASTEWATER AND RECLAIMED WATER UTILITY RATE STUDY AS WELL AS AN IMPACT FEE RATE STUDY

Introduction:

The purpose of Resolution Number 23-04 is to approve the authorization of a rate study to be performed by Raftelis; a local government & utility management consulting company. This company purchased the former company utilized by the City (Public Resource Management Group PRMG) along with hiring principals of the company. They not only have knowledge of the City but also a long list of cities and counties represented by this company.

This is recommended based on a piggyback bid which was issued by the City of Daytona Beach RFP 19632

Recommended Action:

Staff recommends approval of all or part of Resolution Number 23-04.

Background:

Utility Rate Study:

The City last contracted with PRMG to perform a Utility rate study. PRMG presented the results and recommendations of the 2016 Water, Wastewater, and Reclaimed Water Study to the Commission on February 18, 2016. The study covered the current status and projections of the water, wastewater, and reclaimed water systems through the year ending September 30, 2020. Consideration was given to the current financial condition, projected operation costs, proposed system upgrades, required system upgrades, customer growth, economic assumptions and the revenue stream necessary to deliver reliable and quality service to the customers.

The study recommended a one-time rate adjustment of 6%, followed by four consecutive increases of 1.7% for Water, Sewer and Reclaimed Water Rates.

In April of 2021 the Finance Department completed an in-house rate study. Based on the information at hand the final outcome of the study was a recommended rate adjustment of 2.5% beginning in June of 2021 and each year through June 2025.

The previous 5 years of Consumer Price Index (CPI) levels were as follows:

2016	2.1%
2017	2.1%
2018	1.9%
2019	2.3%
2020	1.4%
Average	2.0%

Based on the above combined with the estimates along with the previous recommendation the 2.5% increase did not appear unreasonable. At the time the Main Sewer Plant Project was estimated at \$6,400,000 to be financed with a low interest State Revolving Loan from the State of Florida.

Since that date, the final CPI for 2021 was 7.0%. The 11-month average for 2022 is 8.2%. The December CPI is expected to be release on or close to January 12, 2023.

The current estimated cost of the plant expansion is now close to \$9,000,000 due to supply chain issues combined with inflation. The good news is the City will be able to use ARPA Funding (\$10,669,684 less \$1,358,316 for a Fire Truck) and \$9,311,368 to fund the wastewater plant expansion. This will alleviate the cost borrowing and the associated interest cost.

Due to the above and the residual fall out of the pandemic, we made a conscious effort to hold the increase to 2.5%. However, based on the economy and uncertainties going forward it is believed that it is time for a professional outside agency to perform a rate study.

In addition, The City’s agreement with the City of Umatilla for wastewater treatment outlines the process for rate increases. That process includes a rate study that separates out cost increases for treatment, collection, and administration. This reinforces the need for a consultant led rate study.

Part of the study will review all miscellaneous cost of service associated with meter sets, late fees, charges for infractions, non-sufficient funds and other fees passed to the customers.

The study will cost \$52,000 and is based on a piggyback of the Daytona Beach Consulting Services RFP 19632.

Funding is available as follows: \$45,000 from 040-3100-536-30-34 and the remaining \$7,000 is available through a transfer from contingency account 040-8400-536-90-06 to cover the entire cost associated with this study.

Impact Fee Study:

The City’s last study was performed by PRMG. The rates were enacted July 20, 2006; 16 years ago, by Ordinance Number 06-25. No changes have been

made since this date.

The rate for the main plant service area for water is \$854 and sewer is \$2,668. Rates for the Eastern Plants are water \$2,491 and sewer \$2,668. Money generated from these charges will be used to offset the additional cost needed for new expansion of the various plants, owned producing water and sewer services.

The new study would be able to affirm or correct the differences of using different rates for the water on the inside and outside plants as well as the same rates being utilized by both the inside and outside plants.

Due to the extent of time since the last study, it is truly time for a new report. The cost to add this to the rate study is \$14,600. This is because the information used for the Water & Sewer rates will be used as the basis of the Impact Fee study.

Funding is available in 040-3100-536-30-34 through a transfer of \$14,600 from the contingency account 040-8400-536-90-06 to cover the entire cost associated with this study.

Total Transfer from contingency will be \$21,600.

Florida Statutes 163.31801 states that “The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth.”

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on the most recent and localized data. **(Raftelis)**

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund. **(Eustis provides in fund 65 and 66)**

(c) Limit administrative charges for the collection of impact fees to actual costs. **(only cost of audit fee is expensed)**

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation, costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee. **(will provide proper notice)**

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(current policy)

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction. **(Raftelis will provide)**

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction. **(Raftelis will provide)**

(h) Specifically, earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users. **(current policy)**

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction. **(current policy)**

Stormwater Fee Study

The Stormwater Fund was established in 1992-93. The original rates were \$3.00 for residential and \$6.00 for commercial. The last increase was initiated in 2006-07 and doubled the fees to \$6.00 and \$12.00, respectively.

Currently, the 5-year capital improvement plan provides an estimated \$514,117 ending fund balance with estimated reserves in excess of the 90-day operational reserve (\$134,127) of \$379,990. The Projects listed for 2022-23 through 2026-27 are as follows:

FY 2022-23	Diedrich St. Improvement	\$ 60,000
FY 2023-24	Stormwater/Culvert Replacement	\$220,000
FY 2024-25	Stormwater/Culvert Replacement and Concrete Crushing	\$220,000 \$ 45,000
FY 2025-26	Stormwater/Flooding Control	\$100,000
	Bush Hog	\$ 45,000
FY2026-27	Concrete Crushing	<u>\$ 50,000</u>
Total Project Costs		<u>\$740,000</u>

While the cost is covered with the current projections the revenue increase is projected to be 2% per year, beginning in 2024-25. The projections for expenditures was estimated at 5% for 2022-23 and 3% for the next four (4) years.

At this time, it may be prudent to pass on the cost of \$22,550 for the cost of a Stormwater Rate study. The suggested approach for at least the next few years is to make annual adjustments on June first of each year based on the CPI increase for April of each year the rates will go into effect. This will hopefully get us in a position to

keep up with inflation and allow for some possible additional programs going forward.

Alternatives:

- Approve Resolution Number 23-04.
- Deny Resolution Number 23-04 and provide direction to staff on how to proceed with future rate increases.

Discussion of Alternatives:

Approval of Resolution Number 23-04:

Advantages: Approval of the Resolution will provide the City with an unbiased professional opinion of the adequacy of future rate increases for the next five years. Allows the City to continue to move forward as the economy expands the rate increase and will allow the City to operate and offer ongoing maintenance to ensure the facilities are operating at peak performance.

Disadvantages: The customer must endure rate increases over time at a specified schedule which may limit discretionary spending.

Denial of Resolution Number 23-04:

Advantages: System customer rates would only increase by a maximum set during the last in-house study or increase by the amount of the CPI each year going forward.

Disadvantages: The system may no longer be able to afford its basic operating needs and will not be able to support its debt service payments. Capital repairs and improvements will have to cease, or the system will become financially untenable. Failure to fund the operations and the repairs and maintenance items could lead to major fines from state and federal government, environmental impairment, and a real potential for public health concerns. The system may also become limited in its ability to serve water and conduct sewer collection for the residents and businesses of the City of Eustis.

Community Input:

The study results and recommendations will be presented to the Commission once the study is complete. Subsequently, per State Statute, notices will be included on customer bills which state that the City would be considering rate increases for user fees for water, wastewater, and reclaimed water services in May, 2023. The meeting will be held in the Commission Chambers at 6:00 pm on a future designated date.

Budget/Staff Impact:

The study is budgeted in the amount of \$45,000 and a transfer from contingency in the amount of \$21,600 for a total cost of \$66,600.

Prepared By:

Nelly Harnish, Deputy Finance Director

Reviewed By:

Mike Sheppard, Finance Director

Attachments:

Resolution Number 23-04

Daytona Beach Contract Renewal #19632

Raftelis Proposed Cost to Provide a Water, Wastewater, Reclaimed Water as well as Water and Wastewater Impact Fee Study

RESOLUTION NUMBER 23-04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA AUTHORIZING TO PROCEED WITH A WATER, WASTEWATER, RECLAIMED WATER UTILITY RATE AND AN IMPACT FEE RATE STUDY TO BE PERFORMED BY RAFTELLIS IN THE 2022-23 BUDGET BASED ON A PIGGYBACK CONTRACT OF AN RFP AWARDED BY DAYTONA BEACH FOR CONSULTING SERVICES RFP-19632.

WHEREAS, the City's approved FY 2022-23 Budget includes funding for a utility rate study; and

WHEREAS, Raftells provided a winning RFP from the City of Daytona Beach which the City will piggyback (RFP -019632) to perform the study; and

WHEREAS, the Commission authorizes the Water and Wastewater Study to be performed by Raftellis in the approximate amount of \$52,000; and

WHEREAS, the Commission authorizes the Water and Wastewater Impact Fee Study to be performed by Raftellis in the approximate amount of \$14,600; and

WHEREAS, the Commission will not utilize the services of Raftellis to perform a Stormwater Utility Revenue Sufficiency Study.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Eustis, Lake County, Florida, that:

- (1) The City Manager is hereby authorized to approve a purchase in excess in \$50,000; and
- (2) The City Manager is hereby authorized to execute the Water and Wastewater Rate Study (\$52,000) as well as the Water and Wastewater Impact Fee Study (\$14,600) with Raftellis according to the agreement dated 12-27-2022; and
- (3) That the Finance Director is hereby authorized to make the appropriate Transfer from Contingency in 040-8400-536-90-06 to 040-3100-536-30-31 in the amount of \$21,600 to complete the transaction in accordance with this resolution.

DONE AND RESOLVED this 19th day of January, 2023 in regular session of the City Commission of the City of Eustis, Lake County, Florida. Time Adopted _____

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 19th day of January, 2023 by Michael L. Holland, Mayor/Commissioner, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 23-04 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date



THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386)671-8080
Fax (386) 671-8085

**CONTRACT RENEWAL
RATE, FINANCIAL, AND MANAGEMENT CONSULTING SERVICES-RFP 19632**

The subject Contract is hereby changed as follows:

Raftelis Financial Consultants, Inc, is currently providing rate, financial, and management consulting services to the City of Daytona Beach under an agreement entered into by the two parties. Section 8 of the contract allows the City the option to renew for up to 3 additional one-year terms by providing the Contractor written notice at least 60 days before the end of the current term.

The City of Daytona Beach desires to exercise the second of three renewal options to have this service continued by Raftelis Financial Consultants for the period effective March 3, 2023 through March 2, 2024 under the same terms and conditions.

All other terms, conditions and prices remain unchanged.

THE CITY OF DAYTONA BEACH

0:1h C
Director, City Manager

11-9-22
Date

C: Shannon Panitz Director of Utilities
Eric Smith, Deputy Director of Utilities



THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone(386)671-8080
Fax (386)671-8085

RENEWAL OF CONTRACT

October 19, 2021

EMAIL
rsmith@raftelis.com
rori@raftelis.com

Raftelis Financial Consultants, Inc
Ryan Smith, Manager
341 North Maitland Avenue, Suite 300
Maitland, FL 32751
Ph: 407-628-2600

Re: Renewal of Utilities Rate, Financial, and Management Consulting Services

Dear Ryan:

Raftelis Financial Consultants, Inc is currently providing Utilities rate, financial, and management consulting services to the City of Daytona Beach under an agreement entered into by the two parties by the above referenced bid. Section 8 of the contract allows the City the option to renew for up to 3 additional one year terms by providing the Contractor written notice at least 60 days before the end of the current term.

The City of Daytona Beach desires to exercise the first of three renewal options to have this service continued by Raftelis Financial Consultants, Inc. for the period effective 3/4/202 through **3/3/202J** under the same terms and conditions.

Trsf CITY OF DAYTONA BEACH

LidJJ

Deric C. Feachr, City Manager

10-23-21
Date

**GENERAL SERVICES CONTRACT
CONTRACT NO. 19632**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Raftelis Financial Consultants, Inc., a Foreign for Profit Corporation registered with the State of Florida with its principal office located in Charlotte, NC (the "Consultant").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services.

Consultant will provide rate, financial, and management consulting services as further described in Exhibit A, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract (the "scope of services").

Section 2. Work Authorization.

The project specific scope of services to be performed by the Consultant will be established by individual or separate work authorizations as approved by the City that delineates, among other things, the services to be performed by the Consultant, the cost to be invoiced by the Consultant for such services, and the schedule for completion of the scope of services. The work authorizations will be subject to scope definition and determination of the level of effort on a task-by-task basis.

During the term of this Contract, the City may, at its sole discretion, obtain said services from third parties in accordance with applicable law. In such an event, it is understood that the relationship between the Consultant and the City under this Contract shall be considered as neither barring Consultant from, nor granting special consideration to, the Consultant in the selection process for a consultant to provide such additional services.

Each task to be performed under this Contract shall be assigned to the Consultant by the City for accomplishment by a separate work authorization. For each task, the City shall request the Consultant to develop a scope of services and an estimate of cost, for review, revision and/or approval of the City. The format of the proposal from the consultant will refer to the contract number, the work authorization number, and state that acceptance of the proposal will be by issuance of a city purchase order. Upon mutual agreement of the scope of services, schedule for completion, and cost and basis of billing (lump sum or fixed fee or not-to-exceed price), the City shall issue a Purchase Order for each assigned work authorization.

Section 3. Fee(s).

(a) For the services provided by Consultant pursuant to this Contract, the City will pay Consultant a i) lump sum or fixed fee basis with payments made on a percent of completion basis; or ii) a not-to-exceed price which shall be based on the Direct Labor Rate and Standard Reimbursable Expense Schedule attached hereto as Exhibit B.

Except for any reimbursable expenses as specifically delineated on Exhibit B, Consultant will be solely responsible for all of costs Consultant incurs in meeting its obligations herein.

(b) At renewal, the direct labor hourly rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index- Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after renewal until project completion or termination of the Agreement between the parties.

Section 4. Billing; Manner of Payment.

In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are based upon completion of specific tasks or a portion of the Scope of Services on a percent completion basis if a fixed or lump sum contract basis, or where payments are based on the Direct Labor Rate and Standard Reimbursable Expense Schedule delineated on Exhibit B. In addition, for the payment of reimbursable expenses associated with the performance of the scope of services as contained in the assigned work authorization, the invoice for such expenses will not be valid unless sufficient documentation is provided to the City by Consultant to verify that such expenses were incurred and that other conditions have been met.

(c) If an invoice submitted by Consultant is not valid, within 30 days after receipt the City will provide notice to the Consultant identifying the deficiencies.

Section 5. Standard of Performance.

Consultant's services will at a minimum meet the level care and skill ordinarily used by members of Consultant's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties.

This Contract does not create an employee-employer relationship between the City and Consultant. Consultant is an independent Consultant of the City and will be in control of the means and the method in which the requested work is performed. As an independent Consultant, Consultant will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Consultant agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The

City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

(a) All data, reports, estimates, and other materials furnished, prepared or executed by Consultant during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular work authorization for which such materials were prepared, executed, or otherwise required. This provision will not apply to Consultant proprietary computer software relied upon or developed by the Consultant to perform the scope of services as delineated in a work authorization unless specifically documented and provided for in the work authorization as agreed to by the parties.

(b) Public Records

(1) To the extent applicable, Consultant will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

A) Keeping and maintaining public records that the City requires for performance of the service provided herein.

B) Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records; or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

C) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if Consultant fails to transfer such records to the City.

D) Upon completion of this Contract, keep and maintain public records required by the City to perform the service. Consultant will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City Clerk, in a format that is compatible with the City's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

Phone: **386 671-8023**
Email: clerk@codb.us
Address: 301 S. Ridgewood Avenue
Daytona Beach, FL 32114

(2) Nothing herein will be deemed to waive Consultant's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 8. Effective Date and Term.

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is two (2) years, commencing on the Effective Date. The City will have the option to renew this Contract for up to three (3) additional terms of one (1) year each, by providing Consultant written notice at least sixty (60) days before the end of the current Term.

If this Contract specifically provides that some or all of Consultant's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Consultant's material breach after notifying Consultant to suspend such services as provided below.

Section 9. Termination.

(a) The City may by written notice to Consultant terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Consultant to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Consultant at least thirty (30) day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Consultant's material breach of its contractual obligations, City must provide Consultant prior written notice, specifying the breach and demanding Consultant remedy the breach within ten (10) business days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within ten (10) business days of notice. This Contract will terminate automatically and without need for further notice if Consultant fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Consultant will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, estimates, reports, , and any and all such other information and materials of whatever type or nature as may have been accumulated by Consultant in performing this Contract, whether completed or in process.

(b) If the termination is for convenience, Consultant will be paid compensation for authorized services performed to the date of termination. If termination is due solely to Consultant's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Consultant will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Consultant's failure to fulfill contractual obligations it is judicially determined by a court of law that the Consultant had not so failed, the termination will be conclusively deemed to have been affected for the City's convenience. In such event, adjustment in payment to Consultant will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Suspension of Services.

If the notice of material breach issued by the City pursuant to the preceding Section so directs, Consultant will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 11. Indemnification.

The Consultant hereby indemnifies and holds harmless the City from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the services performed provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 12. Insurance.

Consultant will provide and maintain at Consultant's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(Remainder of page intentionally left blank)

(a) Coverage and Amounts.

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Consultant, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Liability Insurance**, including (i) **Commercial General Liability** coverage for operations, independent Consultants, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Consultant and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE City AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(3) **Professional Liability** Insurance, insuring CONSULTANT and other interests, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Contract. The limit of liability will be no less than \$1,000,000.

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a two-year reporting tail beyond the annual expiration date of the policy).

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages.

(b) **Proof of Insurance.** Consultant will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Consultant will not commence work until all proof of such insurance has been filed with and approved by the City. Consultant will furnish evidence of all required insurance in the form of certificates

of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the City, Consultant will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) **Cancellation; Replacement Required.** Consultant will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Consultant's prior knowledge Consultant will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right to replace the canceled policy at Consultant's expense if Consultant fails to do so.

(d) **Termination of Insurance.** Consultant may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Consultant has received written notification from the Risk Management Division of the City that Consultant may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Consultant if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected.** Consultant's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Consultant's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Consultant's failure to obtain insurance coverage.

Consultant will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Consultant that does not meet the requirements of this Contract.

(f) **Loss Deductible Clause:** The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant or sub-contractor providing such insurance.

Section 13. Notice.

Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:

James V. Chisholm, City Manager
 City of Daytona Beach
 301 S. Ridgewood Ave.
 Daytona Beach, FL 32115
 Fax: 386-671-8010
 Email: ChisholmJames@CODB.us

To the Consultant:

Robert J. Ori, Executive Vice President
 Raftelis Financial Consultants, Inc.
 341 N. Maitland Ave., Suite 300
 Maitland, FL 32751
 Fax: 407-628-2610
 Email: ROri@Raftelis.com

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 14. Personnel.

Consultant will not replace the Project Director or the Project Manager included in the Consultant's response to the request for proposals without the City's prior written approval. Consultant represents that Consultant has or will secure at Consultant's own expense all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. City's Responsibilities.

The City agrees to make available for review and use by the Consultant, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Consultant to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers.

Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Consultant will be construed to operate as a waiver of the City's rights under this Contract. Consultant will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Consultant's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

(Remainder of page intentionally left blank)

Section 17. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

{a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within fourteen (14) calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within thirty (30) days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 18. General Terms and Conditions.

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the City's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, Consultant will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those

now in effect, and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Consultant.

(d) **Truth in Negotiations Certificate.** Consultant hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third-Party Beneficiaries.** There are no third-party beneficiaries of Consultant's services under this Contract.

(f) **Contingency Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) **Nondiscrimination.** Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Consultant will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Consultant agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Consultant agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind Consultant.** The undersigned representative of Consultant represents and warrants the he or she is fully authorized to bind Consultant to the terms and conditions of this Contract.

(n) **Incorporation of RFP and Proposal.** The City's Request for Proposals 19632, and the Consultant's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY OF DAYTONA BEACH,
FLORIDA

RAFTELIS FINANCIAL
CONSULTANTS, INC.

By: [Signature] :
Derrick L. Henry, Mayor

By: [Signature] :
Printed Name: R rt J.Ori

Date: 3/4/20

Title: Executive Vice President
Date: February 17, 2020

Attest

Letitia LaMagna, City Clerk

Approved as to legal form:

By: [Signature]
Robert Jagger, City Attorney

EXHIBIT A
SCOPE OF SERVICES

1.0 PURPOSE

The purpose of this General Services Contract is for the Consultant to provide a rate, financial, and management services for the utility and other divisions and municipal activities of the City as deemed necessary from time to time by the City.

The City desires to conduct a detailed cost of service and rate evaluation and other financial analyses and evaluations on behalf of the water, wastewater, reuse, stormwater, and solid waste enterprise funds or business activities (collectively, the "Enterprise Funds"). Additionally, the City desires to evaluate the rates, fees and charges, including impact fees, for its municipal services, which include but are not limited to, parks, recreation and cultural, public safety including police, fire and emergency medical services, planning, zoning and building services, public works, fleet maintenance, general governmental and other related services (the "Municipal Services"). As a result of increased development, aging infrastructure, system expansion, changes in customer demographics, and changes in the cost of providing municipal and utility services; the City is requesting the Consultant to assist in preparing comprehensive financial, rate, cost of service, and management evaluations for the Enterprise Funds and other Municipal Services to provide for the recovery of its costs to provide service to its stakeholders and to promote a strong financial position over the long-run.

2.0 SCOPE

The Consultant shall provide assistance in budgeting and forecasting, ratemaking, management accounting assistance, financing activities assistance, organizational and other financial analysis of the Enterprise Funds and Municipal Services. Tasks that would be encompassed in the scope of services may include, but not be limited to, the following services:

1. Review and redesign the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, and fees in support of the Municipal Services as considered necessary based on cost of services and recovery principals.
2. Compile statistics and prepare projections of the Enterprise Funds and other municipal programs in support of the tasks provided, including number of customers served or requiring the services provided by the City, usage and generation rates, service utilization statistics, and other information necessary to provide planning and rate evaluation services.

3. Separately project annual revenue requirements for the Enterprise Funds and Municipal Services for planning and rate evaluation services.
4. Design rates and fees for service from the Enterprise Funds and for the Municipal Services to fund the identified revenue requirements or needs of the programs being evaluated.
5. Review and design appropriate fees for other miscellaneous services as provided by the Enterprise Funds or in support of the Municipal Services as considered necessary.
6. Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of such type of service.
7. Assist in the redesign of the four billing cycles used by the Enterprise Funds.
8. Review operations of the Enterprise Funds and of the Municipal Services to determine if additional services, charges and revenue enhancements are appropriate.
9. Perform financial sensitivity analyses on Enterprise Fund operations taking into account such factors as capital program implementation, regulatory changes; and other such issues that may cause a need to review financial operations.
10. Review the prevailing capital facilities (impact and development) fees and capital cost recovery programs in light of the projected expansion and unused existing capacity in the facilities under consideration. Develop new charges to recover the capital investment require to accommodate growth and provide for future adjustments to the charges.
11. Review operations, management and organizational structure, and performance by the City's Enterprise Funds and for Municipal Services.
12. Perform financial due diligence and transaction-related activities and services related to the acquisition of or the extension of utility service for water, wastewater, and reuse utility, solid waste systems or franchises, and stormwater utility management programs.
13. Provide assistance to the City in the development of Enterprise Funds and Municipal Services contracts, including but not limited to, rate ordinances and resolutions, wholesale and large user service agreements, solid waste disposal and collection service agreements, acquisition contracts, extension and development agreements, reuse or reclaimed water usage agreements, and inter-local agreements between the City and other public agencies. Services may involve drafting agreements, review of documents,

negotiations among affected parties and performance of financial or economic analyses required for evaluation.

14. Provide assistance in strategic planning activities for Enterprise Funds and Municipal Services.
15. Preparation of financial feasibility reports in support of the issuance of revenue bonds or securing debt financing for capital or major operations programs, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.
16. Provide assistance in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, banks, and other lending agencies.
17. Provide assistance in the development of accounting, financial and business policies as well as providing opinions on such issues.
18. Provide assistance to the City in providing privatization and managed competition activities and cost evaluations.
19. Provide assistance to the City in support or determination of service affordability programs.
20. Provide information and technology and customer data base services in support of implementation and/or enhancement of Enterprise Fund and Municipal Services billing and customer accounting programs.
21. Provide management consulting services which could include but are not limited to evaluations, analyses, and production of operational, customer, human resources, management, and risk related processes, procedures, application, and methodology employed or considered by the City.

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EXHIBIT B

DIRECT LABOR RATE AND STANDARD REIMBURSABLE EXPENSE SCHEDULE**RAFTELIS FINANCIAL CONSULTANTS, INC.****DIRECT LABOR HOURLY RATES**

<u>Project Team Title</u>	<u>Direct Labor Hourly Rates [*]</u>
Principal	\$250.00
Associate	\$210.00
Managing Consultant	\$195.00
Principal Consultant	\$175.00
Supervising Consultant	\$155.00
Senior Consultant	\$135.00
Rate Consultant	\$125.00
Consultant	\$115.00
Senior Rate Analyst	\$105.00
Rate Analyst	\$ 90.00
Analyst	\$ 75.00
Assistant Analyst	\$ 60.00
Administrative	\$ 70.00

STANDARD COST RATES

<u>Expense Description</u>	<u>Standard Rates</u>
Mileage Allowance - Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals - per Employee	Standard per diem rates as established by Florida Statutes 112.061 for Class C travel for breakfast, lunch and dinner
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

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EXHIBIT C
CITY OF DAYTONA BEACH
REQUEST FOR PROPOSALS 19632
WITH
CONSULTANT'S RESPONSIVE PROPOSAL

The City's Request for Proposals 19632, and the Consultant's responsive proposal are incorporated herein by reference and will remain on file in the Office of the City Clerk.

(Remainder of page Intentionally left blank)



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: JANUARY 19, 2023

RE: RESOLUTION NUMBER 23-07 AMENDMENT TO PERSONNEL RULES AND REGULATIONS; 6.04 SICK LEAVE AND 6.05 ANNUAL LEAVE PAYMENT UPON SEPARATION, AND 6.09 EMERGENCY PAID SICK LEAVE PROGRAM

Introduction:

Resolution Number 23-07 amends the City's Personnel Rules and Regulations to include clarification the maximum payment provided to an employee, regardless of the number of terms of employment with the City for accrued sick leave is 480 hours and 200 hours annual vacation leave. This resolution also eliminates Section 6.09 Emergency Paid Sick Leave Program.

Recommended Action:

Staff recommends approval of Resolution Number 23-07.

Background:

Payment of sick leave and annual vacation leave upon separation from employment-

The intent of this change is to clarify the current policy regarding the payment of accrued sick leave and annual vacation leave upon separation from employment. Statements have been added to the policy specifying the maximum payment provided to an employee, regardless of the number of terms of employment with the City is 480 hours for accrued sick leave and 200 hours for annual vacation leave.

It is recommended the following sections be added to the City Personnel Rules and Regulations as underlined and indicated in red;

Section 6.04, Sick Leave

F. Payment upon separation from employment

1. Employees who are terminated from City service for unacceptable performance or conduct, resign without fourteen (14) days' notice, or abandon their positions (Section 8.01-B and E) shall not be eligible for payment of accrued sick leave benefits.
2. Employees may be eligible for payment of accrued sick leave in the following instances:

- a. Employees who retire or resign in good standing after three (3) years of continuous full-time service may be paid unused sick leave accrued after July 20, 1978 to a maximum of 480 hours.
- b. Sick leave credits accrued prior to July 20, 1978, shall be calculated at twenty-five percent (25%) of the regular rate of pay for reimbursement at the time of retirement only.
- c. Accrued sick leave, not to exceed 480 hours, of employees who die while in the service of the City and who were employed full time for three (3) continuous years shall be paid to the beneficiary, surviving spouse or estate of the employee as determined by law or by executed form in the personnel file.
- d. Employees who are laid off for six (6) months or more shall receive payment for accrued sick leave, not to exceed 480 hours, at the time of separation from the City.
- e. The maximum payment provided to an employee, regardless of the number of terms of employment with the City is 480 hours for accrued sick leave.

Section 6.05, Annual Leave (Vacation)

F. Payment upon Separation

1. Employees who are terminated from City service for unacceptable performance or conduct, resign without fourteen (14) days' notice, or abandon their positions (Section 8.01-B and E) shall not be eligible for payment of accrued annual leave and forfeit such accrued leave.
2. Employees may be eligible for payment of accrued annual leave in the following instances:
 - a. Employees who retire or resign in good standing may receive annual leave credit as of the date of separation. Said credit shall not exceed 200 hours.
 - b. Accrued annual leave, not to exceed 200 hours, of employees who die while in the service of the City and who were employed full time for one (1) year of continuous service, shall be paid to the beneficiary, surviving spouse or estate of the employee as determined by law or by executed form in the personnel file.
 - c. Employees who are laid off for at least six (6) months shall receive payment for accrued annual leave, not to exceed 200 hours at the time of separation from the City.
 - d. The maximum payment provided to an employee, regardless of the number of terms of employment with the City is 200 hours for accrued annual leave (vacation).
3. Payment for accrued annual leave does not apply to employees having less than twelve (12) months of full-time employment.

Emergency Paid Sick Leave Program

The Families First Coronavirus Response Act (FFCRA) required certain employers, including public employers, to provide employees with up to 80 hours of emergency paid sick leave for specified reasons related to COVID-19. This federally mandated

program was in effect from April 1, 2020 through December 31, 2020. After that date, it became a voluntary program and the City of Eustis chose to extend the emergency paid sick leave program.

Through approval of Resolution 21-77 on November 4, 2021, the City of Eustis Personnel Rules and Regulations were amended to add Section 6.09 Emergency Paid Sick Leave Program. The resolution authorized the City Manager to implement an emergency paid sick leave program to grant an employee a maximum total allotment of 80 hours of paid sick leave if they contract COVID-19 or must self-quarantine due to COVID-19. At this time, since COVID-19 is transitioning from a pandemic to an endemic, as the virus becomes more stable and manageable, it is recommended we end the Emergency Paid Sick Leave Program effective February 1, 2023.

Alternatives:

1. Approve Resolution Number 23-07 authorizing the revisions to Sections 6.04 Sick Leave and 6.05 Annual Leave (Vacation) and eliminating Section 6.09 Emergency Paid Sick Leave Program.
2. Deny Resolution Number 23-07 either in whole or in part.

Discussion of Alternatives:

Alternative 1 approves the resolution.

Advantages:

- Clarifies Section 6.04 and Section 6.05 regarding payment of accrued sick leave and annual vacation leave upon separation from employment.
- Eliminates Section 6.09 Emergency Paid Sick Leave Program as the COVID-19 virus has become more stable and manageable.

Disadvantages:

- None noted for clarifying Section 6.04 and Section 6.05.
- Eliminating Section 6.09 may cause some morale issues for those employees who have not used the maximum allotment of 80 hours of Emergency Paid Sick Leave.

Alternative 2 denies the resolution in whole or in part.

Advantages:

- Policy regarding payment for accrued sick and vacation leave for employees with breaks in service would lack specific clarity regarding multiple terms of employment.
- Continues the ability for an employee to earn emergency paid time off due to COVID-19 for a qualified reason.

Disadvantages:

- May cause some misunderstanding regarding payment of accrued sick and vacation leave for employees with breaks in employment with the City.
- Continues the amount of employee paid time off due to a COVID-19 qualified reason.

Budget /Staff Impact:

There is no additional cost to implement the revisions as recommended.

Community Input:

There has been no community input on this resolution, but the public will have an opportunity to comment at the meeting.

Prepared by:

Bill Howe, Human Resources Director

RESOLUTION NUMBER 23-07

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE PERSONNEL RULES AND REGULATIONS OF THE CITY OF EUSTIS SECTION 6.04 SICK LEAVE, 6.05 ANNUAL LEAVE (VACATION) AND 6.09 EMERGENCY PAID SICK LEAVE PROGRAM

WHEREAS, the City of Eustis has adopted the Personnel Rules and Regulations to provide guidelines regarding leave and attendance; and

WHEREAS, Section 6.04 of the City's Personnel Rules and Regulations provides guidelines for the provision of sick leave; and

WHEREAS, Section 6.05 of the City's Personnel Rules and Regulations provides guidelines for the provision of annual leave (vacation); and

WHEREAS, Section 6.09 provides for an Emergency Paid Sick Leave Program related to COVID-19;

NOW, THEREFORE, BE IT RESOLVED THAT, the City of Eustis Commission hereby approves the proposed revisions to the Personnel Rules and Regulations set forth below.

Section 6.04, F, 2, e. The maximum payment provided to an employee, regardless of the number of terms of employment with the City, is 480 hours for accrued sick leave.

Section 6.05, F, 2, d. The maximum payment provided to an employee, regardless of the number of terms of employment with the City, is 200 hours for accrued annual leave (vacation).

Section 6.09 Emergency Paid Sick Leave Program is eliminated effective February 1, 2023.

DONE AND RESOLVED, this 19th day of January, 2023, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 19th day of January, 2023, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY’S OFFICE

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

City Attorney’s Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-07 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.

Christine Halloran, City Clerk

Date



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: JANUARY 19, 2023

RE: RESOLUTION NUMBER 23-08: APPROVAL OF PBA COLLECTIVE BARGAINING MEMORANDUM OF AGREEMENT, EXTRA- DUTY EMPLOYMENT

Introduction:

Resolution Number 23-08 approves a Memorandum of Agreement (MOA) between the City of Eustis and the Police Benevolent Association (PBA), modifying Article 18 Extra-Duty Employment and authorizes the City Manager to sign said agreement.

Recommended Action:

Staff recommends approval of Resolution Number 23-08.

Background:

The City Manager, Police Chief and Human Resources Director have reached a tentative agreement with the PBA amending Article 18 of the Collective Bargaining Agreement. The PBA membership ratified the MOA on January 11, 2023 as attached. The amended Article 18 increase the extra-duty employment rate paid by outside vendors for law enforcement officers from \$35 to \$45 per hour and employees assigned to work as supervisors from \$40 to \$50 per hour. The amended article also increases the rate paid on specified holidays from \$40 to \$50 for law enforcement officers and from \$45 to \$55 for employees assigned as supervisors.

The increase in the extra-duty rate of pay is consistent with the rate paid by the Lake County School District for extra-duty details and is consistent with the rate paid by outside vendors to the Lake County Sheriff's Office.

Alternatives:

1. Approve Resolution Number 23-08.
2. Deny Resolution Number 23-08 and provide further direction to staff.

Discussion of Alternatives:

Alternative 1 approves the resolution.

Advantages:

- The agreement was mutually negotiated by City Administration and the PBA.
- The increase in the extra-duty rate of pay is consistent with the rate paid by the Lake County School District for extra-duty details and is consistent with the rate paid by outside vendors to the Lake County Sheriff's Office.
- The increase in the extra duty pay rate will not impact the City budget as it is paid by outside vendors.

Disadvantages:

- The increase in the extra-duty pay rate will be paid by outside vendors, but is consistent with the rate paid to the Lake County Sheriff's Office.

Alternative 2 denies the resolution.

Advantages:

- Outside vendors would continue to pay our officers less to work an extra-duty detail than deputies from the Lake County Sheriff's Office.

Disadvantages:

- Officers working extra-duty employment details would continue to be paid less than other area agencies working the same extra-duty details.

Budget /Staff Impact:

There is no additional cost to the City to implement the revisions as recommended.

Community Input:

There has been no community input on this resolution, but the public will have an opportunity to comment at the meeting.

Prepared by:

Bill Howe, Human Resources Director

Attachments:

- Resolution Number 23-08
- Proposed PBA Memorandum of Agreement

RESOLUTION NUMBER 23-08

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A MODIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EUSTIS AND THE NORTH CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION (PBA) FOR THE PERIOD OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024, AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT.

WHEREAS, the PBA and City administration entered into negotiations and have agreed to modifications of the collective bargaining agreement, for the period October 1, 2021 through September 30, 2024, as indicated in the attached Memorandum of Agreement and

WHEREAS, the members of the Eustis PBA have ratified this agreement; and

WHEREAS, the City Commission has reviewed and considered the proposed agreement and accepts the proposed terms for approval.

NOW, THEREFORE, BE IT RESOLVED that the City of Eustis Commission hereby approves and authorizes the City Manager to sign the attached Memorandum of Agreement, between the City of Eustis and the North Central Florida Police Benevolent Association for the period October 1, 2021 through September 30, 2024.

DONE AND RESOLVED, this 19th day of January 2023, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 19th day of January, 2023, by Christine Halloran, City Clerk, who is personally known to me.

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

CITY ATTORNEY’S OFFICE

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

City Attorney’s Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-08 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF EUSTIS
AND THE
NORTH CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION**

THIS MEMORANDUM OF AGREEMENT is made and entered into on this ____ day of _____, 2023, by and between the City of Eustis (“City”) and the North Central Florida Police Benevolent Association (“Union”).

WHEREAS, notwithstanding the provisions of Article 27 of the *Collective Bargaining Agreement* “CBA” between the City and the Union, effective October 1, 2021 to September 30, 2024; and

WHEREAS, the parties wish to specifically provide that bargaining unit employees an increase in the previously negotiated extra duty wages as reflected in Amended Article 18, attached hereto.

NOW, THEREFORE, the parties agree that:

Upon ratification by both the City and the Union, the amendments to the CBA as set forth in Amended Article 18, attached hereto, shall become effective for the remaining term thereof.

RECOMMENDED FOR THE CITY

Tom Carrino, City Manager

Date

APPROVED FOR THE NORTH CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION

George J. Corwine, Florida PBA

Date

AMDENDED ARTICLE 18
EXTRA-DUTY EMPLOYMENT

18.1 Extra-duty, employment of all types shall be governed by Section 5.05 of the City's Personnel Rules and Regulations, Departmental Rules, and Departmental General Order 4-5 to the extent not in conflict with this Article.

18.2 For working any law enforcement extra details for outside vendors scheduled through or facilitated by the City and paid by outside vendors, the special detail rate that bargaining unit employees shall receive will be ~~\$35~~ \$45 per hour. Bargaining unit employees assigned by management to work in a supervisory capacity shall receive ~~\$40~~ \$50 per hour.

18.3 Bargaining unit employee shall be guaranteed a minimum of three (3) hours for each approved law enforcement extra-duty detail.

18.4 Bargaining unit employees shall receive ~~\$40~~ \$50 per hour for extra-duty details worked on the actual day of the following holidays: New Year's Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. Bargaining unit employees assigned by management to work in a supervisory capacity on the actual day of these holidays shall receive ~~\$45~~ \$55 per hour.



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: JANUARY 19, 2023

RE: RESOLUTION NUMBER 23-09: APPROVAL OF PBA COLLECTIVE BARGAINING MEMORANDUM OF AGREEMENT, COMPENSATION

Introduction:

Resolution Number 23-09 approves a Memorandum of Agreement (MOA) between the City of Eustis and the Police Benevolent Association (PBA), modifying Article 23 Compensation and authorizes the City Manager to sign said agreement.

Recommended Action:

Staff recommends approval of Resolution Number 23-09.

Background:

On September 9, 2021 the City Commission approved a three-year Collective Bargaining Agreement (CBA) with the PBA that included a three percent wage increase in FY 2022/23 and a three percent wage increase in FY 2023/24. On September 22, 2022 the City Commission authorized a FY 2022/23 wage increase of four percent for all employees, except firefighters represented by the IAFF who remain in contract negotiations. In addition, employees were also granted a longevity increase equal to 0.5% for each full year of service with the City of Eustis, up to a maximum of an additional two percent increase. This MOA is only intended to document the additional wage increase approved by the City Commission on September 22, 2022, for Fiscal Year 2202/23 and the resulting impact on the three percent increase in wages provided in the CBA for FY 2023/24.

The PBA membership ratified the MOU on January 11, 2023 as attached. The changes in Article 23 Compensation include the following, with all changes highlighted in red, deletions indicated by a strike through and additions underlined.

23.1 B. For Fiscal Year 2022 - 2023, all bargaining unit members shall receive a ~~three~~ four percent (~~34~~%) increase to base salary. In addition, all bargaining unit members will receive an additional one-half of a percent (0.5%) for each year of service with the City of Eustis with a cap of two percent (2%) or four (4) years of service.

23.2 The range minimums and maximums of each bargaining unit classification for the duration of this agreement shall be as follows:

Fiscal Year 2021 - 2022

Police Officer: \$20.6035 hr. - \$30.4125 hr. (\$44,998 - \$66,421 annualized)
Sr. Police Officer: \$22.6598 hr. - \$32.0252 hr. (\$49,489 - \$69,943 annualized)
Corporal: \$24.0522 hr. - \$33.5994 hr. (\$52,530 - \$73,381 annualized)
Sergeant: \$25.4670 hr. - \$37.1305 hr. (\$55,620 - \$81,093 annualized)

Fiscal Year 2022 – 2023

Police Officer: ~~\$21.2212 hr. - \$31.3246 hr. (\$46,347 - \$68,413 annualized)~~
\$21.4276 hr. - \$31.6289 hr. (\$46,797.92 - \$69,077.52 annualized)
Sr. Police Officer: ~~\$23.3397 hr. - \$32.9858 hr. (\$50,974 - \$72,041 annualized)~~
\$23.5664 hr. - \$33.3060 hr. (\$51,469.02 - \$72,740.25 annualized)
Corporal: ~~\$24.7738 hr. - \$34.6076 hr. (\$54,106 - \$75,583 annualized)~~
\$25.0143 hr. - \$34.9434 hr. (\$54,631.20 - \$76,316.39 annualized)
Sergeant: ~~\$26.2312 hr. - \$38.2440 hr. (\$57,289 - \$83,525 annualized)~~
\$26.4857 hr. - \$38.6156 hr. (\$57,844.80 - \$84,336.37 annualized)

Fiscal Year 2023 - 2024

Police Officer: ~~\$21.8581 hr. - \$32.2647 hr. (\$47,738 - \$70,466 annualized)~~
\$22.0704 hr. - \$32.5778 hr. (\$48,201.86 - \$71,149.85 annualized)
Sr. Police Officer: ~~\$24.0398 hr. - \$33.9753 hr. (\$52,503 - \$74,202 annualized)~~
\$24.2734 hr. - \$34.3052 hr. (\$53,013.09 - \$74,922.46 annualized)
Corporal: ~~\$25.5169 hr. - \$35.6456 hr. (\$55,729 - \$77,850 annualized)~~
\$25.7647 hr. - \$35.9917 hr. (\$56,270.14 - \$78,605.88 annualized)
Sergeant: ~~\$27.0179 hr. - \$39.2915 hr. (\$59,007 - \$86,031 annualized)~~
\$27.2803 hr. - \$39.7740 hr. (\$59,580.14 - \$86,866.46 annualized)

Alternatives:

1. Approve Resolution Number 23-09.
2. Deny Resolution Number 23-09 and provide further direction to staff.

Discussion of Alternatives:

Alternative 1 approves the resolution.

Advantages:

- The agreement was mutually negotiated by City Administration and the PBA.
- The wage increases have already been approved by the City Commission and are being included in the CBA.

Disadvantages:

- None noted.

Alternative 2 denies the resolution.

Advantages:

- None noted.

Disadvantages:

- Would cause the CBA to be inconsistent with current compensation approved by the City Commission.

Budget /Staff Impact:

There is no additional cost to the City to implement the revisions in the MOA because the compensation has already been included in the City budget.

Community Input:

There has been no community input on this resolution, but the public will have an opportunity to comment at the meeting.

Prepared by:

Bill Howe, Human Resources Director

Attachments:

- Resolution Number 23-09
- Proposed PBA Memorandum of Agreement

RESOLUTION NUMBER 23-09

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A MODIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EUSTIS AND THE NORTH CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION (PBA) FOR THE PERIOD OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024, AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT.

WHEREAS, the PBA and City administration entered into negotiations and have agreed to modifications of the collective bargaining agreement, for the period October 1, 2021 through September 30, 2024, as indicated in the attached Memorandum of Agreement and

WHEREAS, the members of the Eustis PBA have ratified this agreement; and

WHEREAS, the City Commission has reviewed and considered the proposed agreement and accepts the proposed terms for approval.

NOW, THEREFORE, BE IT RESOLVED that the City of Eustis Commission hereby approves and authorizes the City Manager to sign the attached Memorandum of Agreement, between the City of Eustis and the North Central Florida Police Benevolent Association for the period October 1, 2021 through September 30, 2024.

DONE AND RESOLVED, this 19th day of January 2023, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of January, 2023, by Christine Halloran, City Clerk, who is personally known to me.

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

CITY ATTORNEY’S OFFICE

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

City Attorney’s Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-09 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF EUSTIS
AND THE
NORTH CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION**

THIS MEMORANDUM OF AGREEMENT is made and entered into on this ____ day of _____, 2023, by and between the City of Eustis (“City”) and the North Central Florida Police Benevolent Association (“Union”).

WHEREAS, notwithstanding the provisions of Article 27 of the *Collective Bargaining Agreement* “CBA” between the City and the Union, effective October 1, 2021 to September 30, 2024; and

WHEREAS, the parties wish to specifically provide that bargaining unit employees an increase in wages, effective October 1, 2022, as reflected in Amended Article 23, attached hereto.

NOW, THEREFORE, the parties agree that:

Upon ratification by both the City and the Union, the amendments to the CBA as set forth in Amended Article 23, attached hereto, shall become effective for the remaining term thereof.

RECOMMENDED FOR THE CITY

Tom Carrino, City Manager

Date

APPROVED FOR THE NORTH CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION

George J. Corwine, Florida PBA

Date

AMENDED ARTICLE 23

COMPENSATION

23.1 Compensation

A. For Fiscal Year 2021 - 2022, all bargaining unit members shall receive a three percent (3%) increase to base salary.

B. For Fiscal Year 2022 - 2023, all bargaining unit members shall receive a ~~three~~ four percent (~~3~~4%) increase to base salary. In addition, all bargaining unit members will receive an additional one-half of a percent (0.5%) for each year of service with the City of Eustis with a cap of two percent (2%) or four (4) years of service.

C. For Fiscal Year 2023 - 2024, all bargaining unit members shall receive a three percent (3%) increase to base salary.

D. If any bargaining unit is promoted, they shall receive the base salary for the classification that they are being promoted into or they shall receive a 5% salary increase at the time of promotion, whichever is greater.

23.2 The range minimums and maximums of each bargaining unit classification for the duration of this agreement shall be as follows:

Fiscal Year 2021 - 2022

Police Officer:	\$20.6035 hr. - \$30.4125 hr. (\$44,998 - \$66,421 annualized)
Sr. Police Officer:	\$22.6598 hr. - \$32.0252 hr. (\$49,489 - \$69,943 annualized)
Corporal:	\$24.0522 hr. - \$33.5994 hr. (\$52,530 - \$73,381 annualized)
Sergeant:	\$25.4670 hr. - \$37.1305 hr. (\$55,620 - \$81,093 annualized)

Fiscal Year 2022 - 2023

Police Officer:	\$21.2212 hr. - \$31.3246 hr. (\$46,347 - \$68,413 annualized) <u>\$21.4276 hr. - \$31.6289 hr. (\$46,797.92 - \$69,077.52 annualized)</u>
Sr. Police Officer:	\$23.3397 hr. - \$32.9858 hr. (\$50,974 - \$72,041 annualized) <u>\$23.5664 hr. - \$33.3060 hr. (\$51,469.02 - \$72,740.25 annualized)</u>
Corporal:	\$24.7738 hr. - \$34.6076 hr. (\$54,106 - \$75,583 annualized) <u>\$25.0143 hr. - \$34.9434 hr. (\$54,631.20 - \$76,316.39 annualized)</u>
Sergeant:	\$26.2312 hr. - \$38.2440 hr. (\$57,289 - \$83,525 annualized) <u>\$26.4857 hr. - \$38.6156 hr. (\$57,844.80 - \$84,336.37 annualized)</u>

Fiscal Year 2023 - 2024

Police Officer:	\$21.8581 hr. - \$32.2647 hr. (\$47,738 - \$70,466 annualized) <u>\$22.0704 hr. - \$32.5778 hr. (\$48,201.86 - \$71,149.85 annualized)</u>
Sr. Police Officer:	\$24.0398 hr. - \$33.9753 hr. (\$52,503 - \$74,202 annualized) <u>\$24.2734 hr. - \$34.3052 hr. (\$53,013.09 - \$74,922.46 annualized)</u>
Corporal:	\$25.5169 hr. - \$35.6456 hr. (\$55,729 - \$77,850 annualized) <u>\$25.7647 hr. - \$35.9917 hr. (\$56,270.14 - \$78,605.88 annualized)</u>
Sergeant:	\$27.0179 hr. - \$39.2915 hr. (\$59,007 - \$86,031 annualized) <u>\$27.2803 hr. - \$39.7740 hr. (\$59,580.14 - \$86,866.46 annualized)</u>

Bargaining unit employees will not receive increases in addition to those provided in Article 23.1. A by virtue of these range increases. Effective October 1, 2020, no additional bargaining unit employees shall be eligible for forty (40) hours of additional annual/vacation leave in lieu of pay increases.

23.3 Wage increases, if any, after the expiration of this Agreement shall be solely established through the collective bargaining process.

23.4 Bargaining unit employees who are assigned as the Leads for Traffic Homicide Investigators (THI) and SWAT shall receive a 5% assignment pay while so assigned.

23.5 Field Training Officers (FTO) shall receive \$30 for each Daily Observation Report completed.

23.6 Each bargaining unit employee shall be allowed to purchase one pair of footwear of a type approved by the Department and not to exceed \$100. Bargaining unit employees may request replacement of footwear once each subsequent year, and the Chief of Police (or his designee) shall review and approve such requests as needed.



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: JANUARY 19, 2023

RE: RESOLUTION NUMBER 23-11: FORECLOSURE AUTHORIZATION
44 SHARPS CIRCLE LLC (SHARPS MOBILE HOME PARK)
CASE NUMBER 22-00528

Introduction

Resolution Number 23-11 of the City Commission approves a Code Enforcement Board action authorizing the City Attorney to foreclose on an unpaid code lien recorded against 44 Sharps Circle LLC (Sharps Mobile Home Park).

Recommended Action

The administration recommends approval of Resolution Number 23-11.

Background

Code Board Action:

On January 9, 2023, the Eustis Code Enforcement Board authorized the City Attorney to begin foreclosure action on an unpaid code enforcement lien associated with Case 22-00528 totaling \$18,000 against 44 Sharps Circle, owned by 44 Sharps Circle LLC.

Case History:

On July 8, 2022, Code Enforcement identified an unsafe power pole in the Sharps Mobile Home Park that was in danger of falling over, and was being held up with a piece of 2x4 lumber. As a result, the Department immediately issued a Notice of Life Safety Violation, which was hand delivered to the Park Manager.

The Notice informed 44 Sharps Circle LLC that the code inspector had reason to believe the violation, or the condition causing the violation presented a serious threat to the public health, safety, and welfare and if corrective action was not taken, the case would go before the Code Enforcement Board on Monday, July 11, 2022 at 3:00 p.m.

On July 11, 2022, the Code Enforcement Board issued an Order of Enforcement requiring replacement of the pole by July 16, 2022, or a daily fine of \$250 would be imposed. No Representatives of 44 Sharps Circle LLC attended the Hearing.

On July 13, 2022, a copy of the Order was mailed to the property owner at 606 North Saginaw Street Ste. A, Lapeer, MI and Hansel Rodriguez at 28 West Flagler Street, Ste. 909, Miami, FL.

On July 20, 2022, a Notice of Non-Compliance and Notice of Hearing for Certification of Non-Compliance and Assessment of Fine was mailed to the property owner and Hansel Rodriguez.

On August 8, 2022, Eric Martin informed the Code Enforcement Board of the non-compliance. The property owner’s Attorney, Shawn D. Arbeiter was present and informed the Board that his client had obtained a Vendor to correct the issue, but more time was needed because the machine needed to install the post is in the shop. The Board denied his request and voted to certify the previously imposed fine of \$250 per day.

On August 10, 2022, the Order Imposing Fine was mailed to the property owner and Hansel Rodriguez, which was recorded in public record as a lien against the property on September 9, 2022. Per F.S. 162.09(3), the enforcement board may authorize the local governing body to foreclose on the unpaid lien, or to sue to recover a money judgment for the amount of the lien after 3 months from filing. This lien qualified for foreclosure effective, December 8, 2022.

On September 7, 2022, Eric Martin noted that the pole had still not been replaced.

On September 27, 2022, Eric Martin noted that the pole had been replaced while responding to another complaint within the Mobile Home Park. Fines accrued for 72 days at \$250 per day, totaling \$18,000.

Other Open Code Violations

Case 22-00532

Repeat Violation: The mobile home park’s roads and driveways and similar areas have not been kept in a proper state of repair and maintained free from hazardous conditions.

On August 8, 2022, the Code Enforcement Board issued an Order of Enforcement requiring the property be brought into compliance with City Code by September 7, 2022, or a daily fine of \$500 would be imposed retroactive to July 5, 2022.

On October 10, 2022, the Board voted to certify the previously imposed fine of \$500 per day, and a lien was recorded in public record on November 4, 2022. Daily fines have accrued to \$99,000, and the lien will qualify for foreclosure on February 2, 2023.

Case 22-00918

Repeat Violation: Electrical equipment for power pole that possibly services unit 213 has not been properly maintained in a safe and approved manner.

On November 14, 2022, the Code Enforcement Board issued an Order of Enforcement requiring the property be brought into compliance with City Code by November 24, 2022, or a daily fine of \$500 would be imposed retroactive to October 19, 2022.

On November 28, 2022, it was noted that the electrical equipment had not been secured to the pole, as required.

On November 29, 2022, an Affidavit of Non-Compliance and Notice of Hearing for certification of the previously imposed fine scheduled for December 12, 2022. It was emailed to Hansel Rodriguez and Jay Eben. Mr. Eben responded stating that they had an invoice from their electrician with notations that the conditions had been corrected. Shortly thereafter, he submitted a letter from their electrician, Heavenly Enterprises, LLC, stating their invoice noted the matter was corrected on November 15, 2022, but upon further review it was determined that the work was not actually completed, but it has been as of today.

On November 30, 2022, the electrical equipment passed inspection, 5 days past the date order by the Board, resulting in a total accrued fine of \$21,000.

On December 1, 2022, an Affidavit of Compliance was mailed to the property owner, and emailed to Hansel Rodriguez and Jay Eben. It included an application for reduction of fine with a submittal deadline of 5:00 p.m. Tuesday, December 6, 2022. In response, Mr. Eban submitted an Invoice dated November 15, 2022 his company received from their electrician, reporting the matter was resolved.

On January 9, 2023, the Code Enforcement Board denied their application requesting a reduction of the accrued fines to \$500, but agreed to certify a reduced fine of \$400 per day totaling \$16,800.

Community Input

There have been multiple complaints received by City Staff and Commissioners from Park Residents regarding the current management and maintenance of the Sharps Mobile Home Park.

Budget / Staff Impact:

If the Commission approves the Resolution, legal expenses could exceed \$10,000. There could be potential for revenue collected as part of the foreclosure on the lien.

Reviewed By:

Kenneth Toler, Captain

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments

- Resolution Number 23-11

RESOLUTION NUMBER 23-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A CODE ENFORCEMENT BOARD ACTION TO AUTHORIZE THE CITY ATTORNEY TO FORECLOSE ON AN OUTSTANDING CODE ENFORCEMENT LIEN RECORDED AGAINST 44 SHARPS CIRCLE LLC.

WHEREAS, the City of Eustis, Florida established code enforcement fines against the following described property, and upon any other real or personal property under Case No. 22-00528 against 44 Sharps Circle LLC, property owners, for failing to comply with City Ordinances:

EUSTIS, BADGER DIVISION BLK 61, E 33 FT OF BLK 62 (SEE EXHIBIT A FOR FULL LEGAL DESCRIPTION); and

WHEREAS, the City of Eustis, Florida, a Florida municipal Corporation, recorded a Code Enforcement Lien against the subject property and an additional property described as follows in accordance with Florida Statutes Section 162.09(3) on the 7th day of September, 2022, in Official Record Book 6020, Pages 3, in the office of the Clerk of the Circuit Court, Lake County, State of Florida; and

EUSTIS, BADGER DIVISION BLK 68, W 1/2 OF CLOSED TITCOMB ST LYING E OF BLK 68, E 1/2 OF CLOSED SMITH STREET LYING W OF BLK 68, N 1/2 OF CLOSED PINEAPPLE AVE W BY CENTERLINE OF SMITH STREET & E BY CENTERLINE OF TITCOMB STREET PB 5 PG 39 ORB 5238 PG 1256; and

WHEREAS, Section 162.09 of Florida Statutes, adopted by reference into the City Code of Ordinances, states that the Code Enforcement Board may authorize the City Attorney to foreclose on the lien three months after filing; and

WHEREAS, it has been more than three months since the filing of such lien; and

WHEREAS, the Code Enforcement Board approved a motion on January 9, 2023 authorizing the City Attorney to foreclose on the lien; and

WHEREAS, the property in question is not known to have homestead protection status under Florida Constitution, Article X, Section 4;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida, that the City Attorney is hereby authorized to foreclose on the unpaid Code Enforcement Lien recorded against the following described properties, in accordance with the Code Enforcement Board's action:

EUSTIS, BADGER DIVISION BLK 61, E 33 FT OF BLK 62 (SEE EXHIBIT A FOR FULL LEGAL DESCRIPTION); and

EUSTIS, BADGER DIVISION BLK 68, W 1/2 OF CLOSED TITCOMB ST LYING E OF BLK 68, E 1/2 OF CLOSED SMITH STREET LYING W OF BLK 68, N 1/2 OF CLOSED PINEAPPLE AVE W BY CENTERLINE OF SMITH STREET & E BY CENTERLINE OF TITCOMB STREET PB 5 PG 39 ORB 5238 PG 1256

DONE AND RESOLVED this 19th day of January, 2023, in regular session of the City Commission of the City of Eustis, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of January, 2023, by Christine Halloran, City Clerk, who is personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-11 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date

EXHIBIT A

EUSTIS, BADGER DIVISION BLK 61, E 33 FT OF BLK 62, THAT PART OF VACATED SMITH STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & LAKE EUSTIS & BOUNDED BY BLKS 61 & 62, THAT PART OF TITCOMB STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & LAKE EUSTIS & BOUNDED BY BLK 61 BADGER DIVISION & BLK 58 IN TOWN OF EUSTIS PB 1 PG 79, THAT PART OF MORIN STREET LYING BETWEEN N'LY R/W LINE OF LAKESHORE DR & WEST ORANGE AVE & BOUNDED BY BLKS 58 & 59 PLAT EUSTIS PB 1 PG 79, ALLEY RUNNING NORTH & SOUTH BLK 58 & BLK 58, BLK 59 LYING W OF RR R/W IN TOWN OF EUSTIS--LESS FROM INTERSECTION OF CENTERLINE OF CITRUS AVE & BAY STREET RUN W ALONG SAID CENTERLINE OF CITRUS AVE & BAY STREET RUN W ALONG SAID CENTERLINE OF CTRUS AVE 648.18 FT, N 0-09-30 W 33 FT FOR POB, CONT N 0-09-30 W 123.71 FT, N 89-33-0 E 250.29 FT, N 28-04-0 E 82.98 FT, N 89-46-0 E 131.20 FT, S'LY & SW'LY ALONG W R/W LINE OF RR R/W TO N LINE OF CITRUS AVE, W ALONG N'LY R/W LINE TO POB & LESS LOTS 15 & 16 BLK 59 & LESS E 33 FT OF N 66 FT OF STREET ON WEST--BEG AT INTERSECTION OF CENTER OF ORANGE AVE & PREVIOUSLY CLOSED MORIN STREETS, RUN W 51 FT, S TO N LINE OF BLK 58 EUSTIS SUB, E TO A POINT S OF POB, N TO POB, AND EUSTIS PB 1 PG 79 FROM THE INTERSECTION OF THE CENTERLINE OF CITRUS AVE & BAY STREET RUN WEST ALONG SAID CENTERLINE OF CITRUS AVE 648.18 FEET, NORTH 00-09-30 WEST 33 FEET FOR THE POINT OF BEGINNING, RUN NORTH 00-09-30 WEST 123.71 FEET, NORTH 89-33-00 EAST 250.29 FEET, NORTH 28-04-00 EAST 82.98 FEET, NORTH 89-46-0 EAST 131.2 FEET, SOUTHERLY & SOUTHWESTERLY ALONG THE WEST RIGHT OF WAY LINE OF RAILROAD TO THE NORTH LINE OF CITRUS AVE, WEST ALONG THE NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, BEING A PART OF BLKS 58 & 59 AND PART OF VACATED ST & ALLEY ORB 5238 PG 1256



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: JANUARY 19, 2023

RE: Ordinance Number 23-01 – Voluntary Annexation
 Ordinance Number 23-02 – Comprehensive Plan Amendment
 Ordinance Number 23-03 – Design District Assignment

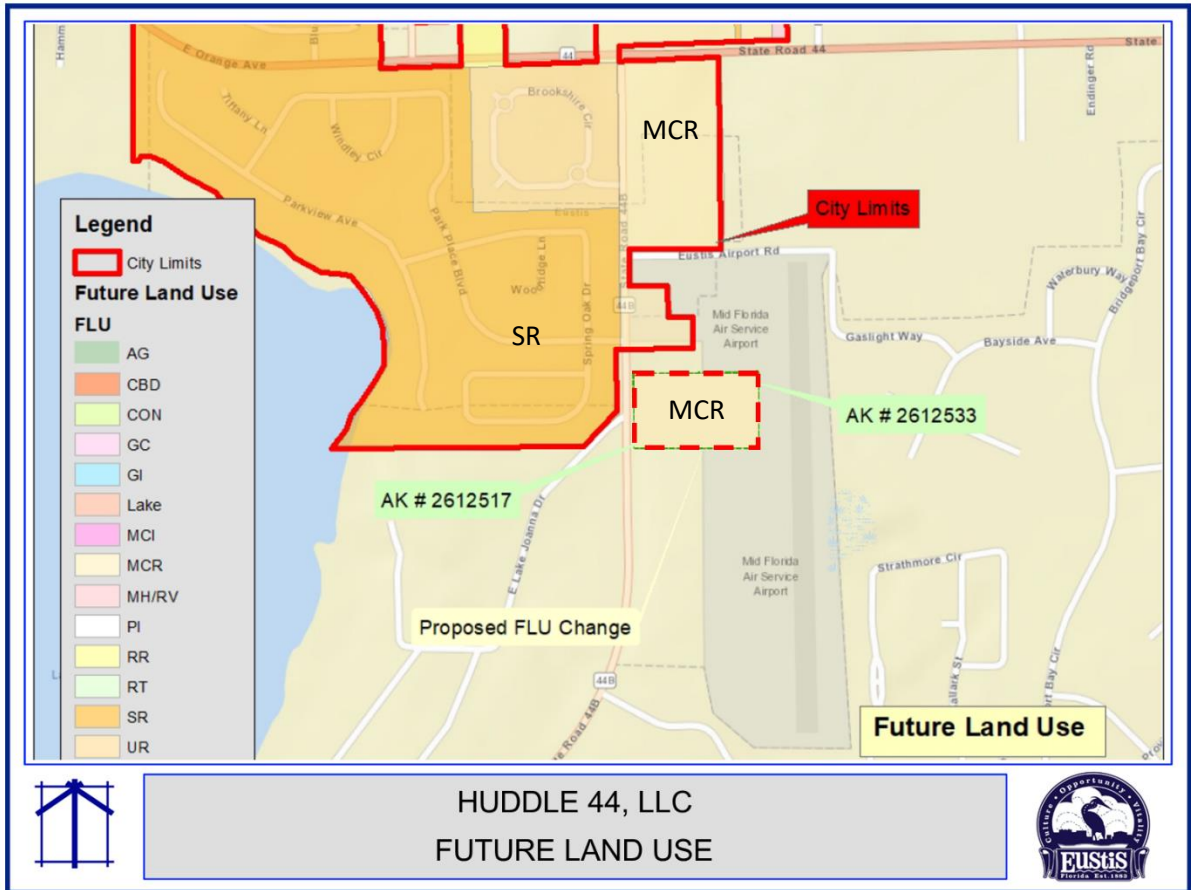
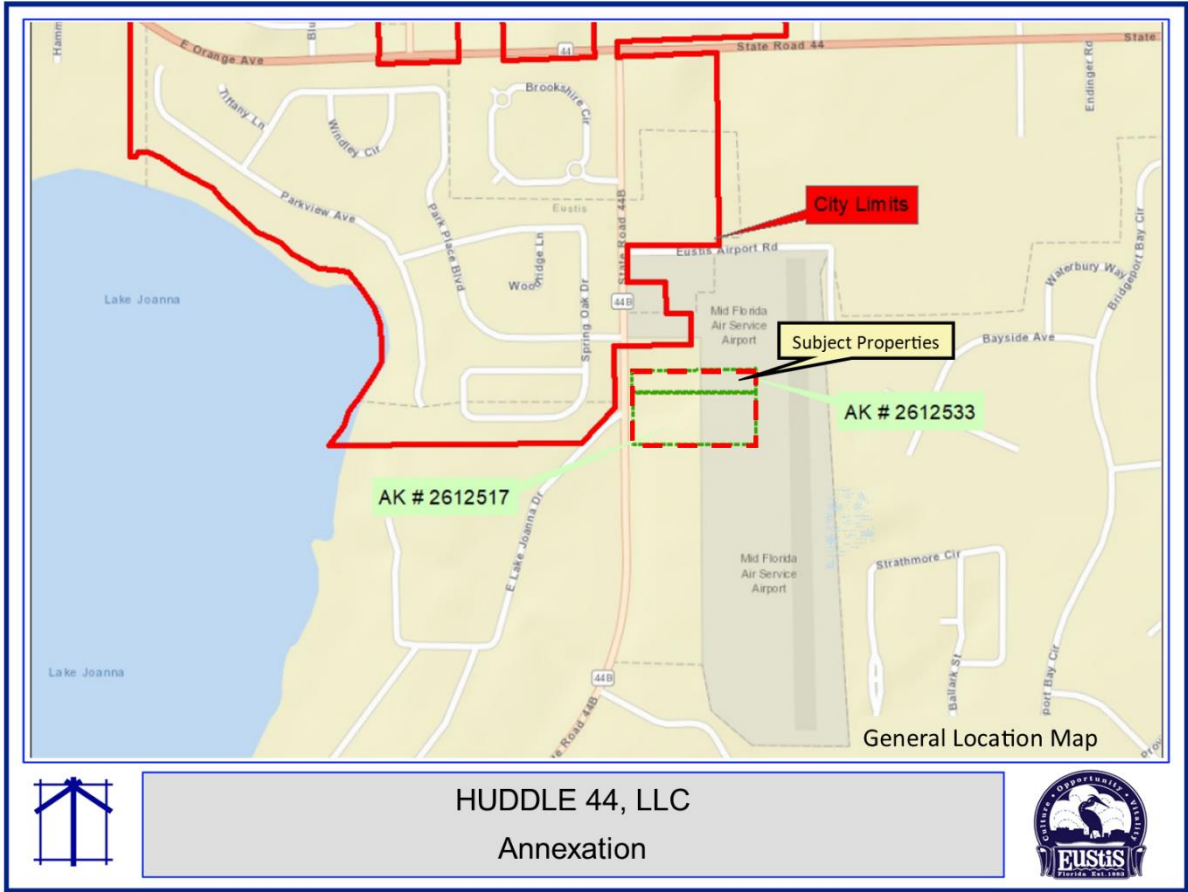
EXPLANATION OF ORDINANCES FOR ANNEXATION PARCELS ALTERNATE KEYS 2612533 AND 2612517

Introduction:

Ordinance Number 23-01 provides for the voluntary annexation of approximately 9.37 acres located on the east side of State Road 44 and across State Road 44 from its intersection with Lake Joanna Drive (Alternate Key Numbers 2612533 and 2612517). Provided the annexation of the subject property is approved, Ordinance Number 23-02 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 23-03 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 23-01 is denied, then there can be no consideration of Ordinance Numbers 23-2 and 23-03.

Background:

1. The site contains approximately 9.37 acres, and is located within the Eustis Joint Planning Area. The site is currently mostly vacant/open with one single-family structure. *Source: Lake County Property Appraisers' Office Property Record Card Data.*
2. The site is contiguous to the City on its western boundary across the right of way for State Road 44.
3. The site has a Lake County land use designation of Urban Low, but approval of Ordinance Number 23-02 would change the land use designation to Mixed Commercial Residential (MCR) in the City of Eustis.



Surrounding properties have the following land use designations:

Location	Existing Use	Future Land Use	Design District
Site	Vacant	Urban Low (Lake County)	N/A
North	Vacant	Urban Low (Lake County)	N/A
South	Single Family Residence	Urban Low (Lake County)	N/A
East	Single Family Residence	Suburban Residential	Suburban Neighborhood
West	Airport	Public Service Facility and Infrastructure	N/A

Applicant’s Request

The applicant and property owner, Huddle 44, LLC, wishes to annex the property, change the future land use to Mixed Commercial Residential (MCR), and assign a design district of Suburban Neighborhood.

The current Lake County land use designation for the subject property is Urban Low. The Lake County land use designation allows for residential uses of up to four (4) dwelling units per one (1) 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 residential uses up to twelve (12) dwelling units per acre. The requested MCR designation permits residential and commercial uses.

Analysis of Annexation Request (Ordinance Number 23-01)

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.

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; it 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 January 6, 2023, and again on January 13, 2023.

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

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

Annexation of the subject property does not create an enclave.

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 December 12, 2022.

Analysis of Comprehensive Plan/Future Land Use Request (**Ordinance Number 23-02**)

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 future land use will provide for a higher density (12 du/acre) than the county FLU (4 du/acre) allows. The MCR also allows for a mixture of commercial and residential uses.

2. Urban Development in Rural Areas:

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

This indicator does not apply. The subject properties are located in an urbanizing corridor between the City of Eustis, the City of Mount Dora, and unincorporated Lake County. Properties developing along the State Road 44 Corridor between US Highway 441 and State Road 44 will most likely be of a higher intensity/density as the corridor is urbanizing.

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 within an urbanizing corridor with commercial development to the north, residential development to the west and south, and an airport to the east.

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 non-isolated wetlands. Building permit approval is required before development may begin. The Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should the conditions at time of development warrant such protection.

5. Agricultural Area Protection:

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

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

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. City Sewer is available to the property and will be addressed via the site development process.

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.

8. *Separation of Urban and Rural:*

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

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

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 adjacent properties, which is consistent with permitted uses in the area. A variety of other uses are evident, including various commercial uses, Within .25 to .5 miles of the subject property.

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 and linkages between related uses. Development Services will ensure compliance with these standards at the time of development review.

12. *Open Space:*

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

This indicator does not apply. The site does not contain functional open space and is not connected to regionally 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 and Sewer service is already available.

c. Walkable and Connected Communities:

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

At the time of development, the site must meet the City's Land Development Regulations relating to connection and sidewalks. State Road 44 is not City infrastructure and does not currently have a sidewalk system. Interconnectivity to existing and future uses will be a challenge.

d. Water and Energy Conservation:

Promotes the conservation of water and energy.

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

e. Agricultural Preservation:

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

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

f. Open Space:

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

This is not applicable. The site does not provide functional open space or natural areas nor is the site interconnected to such 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 proposed land use allows for both residential and commercial uses. Existing commercial development exists in close proximity to serve the residential population.

h. Urban Form Densities and Intensities:

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

Not applicable.

In Accordance with Comprehensive Plan Future Land Use Element Appendix:

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

significant impacts to the policy structure on the Comprehensive Plan of the proposed amendment including, but not limited to, the effect of the land use change on either the internal consistency or fiscal structure of the Plan.

Major Categories of Plan Policies:

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

1. General Public Facilities/Services:

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

a. **Emergency Services Analysis:**

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

b. **Parks & Recreation:**

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

c. **Potable Water & Sanitary Sewer:**

Water and sewer are available to the subject property. Both the water and sewer systems have adequate capacity to serve the development of the property.

d. **Schools:**

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

e. **Solid Waste:**

The City contracts with Waste Management for 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 (SR 44) 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 the 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. Groundwater recharge areas:

The site may be within a recharge area, a site-specific geotechnical and hydrologic study will be needed to determine the site-specific impact at the time of development. 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 impacted by a 100-year flood zone area. Source - Lake County GIS - 2012 Flood Zones.

d. Soil and topography:

The site soils are a mix of Myakka, Placid and Pompano sands. These sands are all typically poorly drained soils. At development application soils and geotechnical reports will be required as part of the application packages as well as for permitting for development with the applicable state agencies.

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

1. Transportation:

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

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

2. Water Supply:

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

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

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

Standards for Review:

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

a. *Consistent with Comprehensive Plan:*

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

The proposed amendment is consistent with the Comprehensive Plan.

b. *In Conflict with Land Development Regulations:*

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

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

c. *Inconsistent with Surrounding Uses:*

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

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 are 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 (SR 44 Corridor). 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 lifestyle.”

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 the application of the LDRs to future development will ensure consistency with the community character and lifestyle of the city.

i. Other Matters:

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

No other matters.

Analysis of Design District Request (Ordinance Number 23-03):

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

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

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

The requested amendment assigns a newly annexed parcel a designation that meets the district pattern and intent (Suburban Neighborhood). The Suburban

development pattern and intent, and the Suburban neighborhood design 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. 109-3.4. Suburban development pattern intent statements:*

Intent. Suburban development pattern...relies primarily on a pattern of residential development that provides the majority of property owners with substantial yards on their own property. The street layout, comprised of streets with fewer vehicular connections, helps to reduce cut-through traffic and establishes distinct boundaries for residential communities/subdivisions. Each land use provides for pedestrian and bicycle connections.

Design districts – Suburban Neighborhood

a. Definition. Predominately residential uses with some neighborhood-scale commercial services.

b. Structure. Interconnected trails, bikeways, and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.

c. Form. Mix of detached residential uses with some neighborhood-supporting retail, parks and civic spaces as focal points in the neighborhoods.

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

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

h. **Impact on Environment:**

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

The proposed Design District designation for this property does not change the development potential of the parcel. Design Districts control the form and function of any development that does occur. The Future Land Use designation controls the density, intensity and minimum open space permitted on the site, so the Design District amendment would not result in additional impacts on the natural environment. As building permit approval must be obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should conditions at the 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 is not being proposed; a Eustis design district designation must be assigned to the annexed property. This request should not affect property values, because the proposed Design District designation is consistent with the surrounding development patterns and design districts.

j. **Orderly Development Pattern:**

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

The request is the assignment of a design district to an annexation parcel, not redistricting. However, the proposed Design District designation is consistent with the suburban development pattern identified in Section 109-5.5 of the Land Development Regulations. Assignment of the requested designation

result in a more orderly and logical development pattern; making the designation consistent with the surrounding area designations and established development patterns.

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

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

Applicable Policies and Codes

1. Resolution Number 87-34

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

2. Florida Statutes Chapter 171.044: Voluntary Annexation:

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

3. Comprehensive Plan – 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, 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)(1): 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 109-3 (Table 1) and Section 109-2.6: The MCR land use has a maximum density of 12 units to one acre. The MCR designation is intended to regulate the character and scale of commercial and residential uses so as to minimize their impacts on adjacent roadways and promote their compatibility with adjacent or nearby land uses, and provide for mixed-use development.

Recommended Action:

The administration recommends approval of Ordinance Numbers 23-01, 23-02, and 23-03.

Policy Implications:

None

Alternatives:

1. Approve Ordinance Numbers 23-01 (Annexation), 23-02 (Comp. Plan Amendment), and/or 23-04 (Design District Designation).
2. Deny Ordinance Numbers 23-01, 23-02, and 23-03.

Budget/Staff Impact:

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

Prepared By:

Jeff Richardson, AICP, Deputy Development Services Director

Reviewed By:

Mike Lane, AICP, Development Services Director

Heather Croney, Senior Planner

ORDINANCE NUMBER 23-01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 9.37 ACRES OF REAL PROPERTY AT LAKE COUNTY PROPERTY APPRAISER'S ALTERNATE KEY NUMBERS 2612533 AND 2612517, GENERALLY LOCATED ON THE EAST SIDE OF STATE ROAD 44 OPPOSITE THE INTERSECTION WITH LAKE JOANNA DRIVE.

WHEREAS, David Clutts has made an application for voluntary annexation, on behalf of Huddle 44, LLC, the property owner, for approximately 9.37 acres of real property located on the east side of State Road 44 and across State Road 44 from its intersection with Lake Joanna Drive, more particularly described as:

Parcel Alternate Key: 2612533 and 2612517

Parcel Identification Numbers: 08-19-27-0004-000-04300 and 08-19-27-0004-000-03800

From the Southwest corner of the Southeast 1/4 of Section 8, Township 19 South, Range 27 East, Lake County, Florida, run thence North 89°24' East 870 feet, more or less, to the West line of Parcel "A" as described in Official Records Book 314, Page 630, public records of Lake County, Florida, run thence North 0°36' West along said West line 350.4 feet; thence South 88°43'45" West 875.47 feet, more or less to the center line of State Road No. S-44-B; thence South 1°28'30" East along said center line 340 feet to the Point of Beginning. LESS right of way of State Road No. S-44-B.

AND:

From the Southwest corner of the SE1/4 of Section 8, Township 19 South, Range 27 East, Lake County, Florida, run thence North 89°24' East 870 feet, more or less, to the West line of Parcel "A" as described in Official Records Book 314, Page 630, Public Records of Lake County, Florida, run thence North 0°36' West along said West line 350.4 feet to the POINT OF BEGINNING; thence continue North 0°36' West along said West line 150 feet; thence South 88°43'45" West 880.3 feet to the center line of State Road No. 44-B; thence South 1°28'30" East along said center line of State Road No. 44-B 150 feet; thence North 88°d43'45" East 870.47 feet, more or less, to the POINT OF BEGINNING. LESS the Right of Way for State Road No. 44-B.

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 and sewer service is available to the property; and

WHEREAS, on January 19, 2023, the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

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

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

SECTION 1.

That pursuant to, and under the authority of, Florida Statute 171.044, the City of Eustis, Lake County, Florida, does hereby annex and amend the municipal boundaries to include approximately 9.37 acres of real property, as described above.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

That this Ordinance shall become effective upon passing.

SECTION 7.

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

PASSED, ORDAINED, AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 2nd day of February, 2023.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of February, 2023, by Christine Halloran, City Clerk, who is 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 Ordinance Number 23-01 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date

EXHIBIT A



ORDINANCE NUMBER 23-02

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 9.37 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBERS 2612533 AND 2612517, GENERALLY LOCATED ON THE EAST SIDE OF STATE ROAD 44 OPPOSITE THE INTERSECTION WITH LAKE JOANNA DRIVE, FROM URBAN LOW IN LAKE COUNTY TO MIXED COMMERCIAL RESIDENTIAL IN THE CITY OF EUSTIS.

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

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

WHEREAS, the City of Eustis periodically amends its Comprehensive Plan in accordance with 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 9.37 acres of real property located the east side of State Road 44 and across State Road 44 from its intersection with Lake Joanna Drive and more particularly described herein; and

WHEREAS, on January 19, 2023, the Local Planning Agency held a Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

WHEREAS, on January 19, 2023, the City Commission held the 1st Adoption Public Hearing to accept the Local Planning Agency's recommendation to adopt the Small-Scale Future Land Use Amendment contained herein; and

WHEREAS, on February 2, 2023, the City Commission held the 2nd Adoption Public Hearing to consider the adoption of the Small Scale Future Land Use Amendment contained herein;

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: 2612533 and 2612517

Parcel Identification Numbers: 08-19-27-0004-000-04300 and 08-19-27-0004-000-03800

Legal Description:

From the Southwest corner of the Southeast 1/4 of Section 8, Township 19 South, Range 27 East, Lake County, Florida, run thence North 89°24' East 870 feet, more or less, to the West line of Parcel "A" as described in Official Records Book 314, Page 630, public records of Lake County, Florida, run thence North 0°36' West along said West line 350.4 feet; thence South 88°43'45" West 875.47 feet, more or less to the center line of State Road No. S-44-B; thence South 1°28'30" East along said center line 340 feet to the Point of Beginning. LESS right of way of State Road No. S-44-B.

AND:

From the Southwest corner of the SE1/4 of Section 8, Township 19 South, Range 27 East, Lake County, Florida, run thence North 89°24' East 870 feet, more or less, to the West line of Parcel "A" as described in Official Records Book 314, Page 630, Public Records of Lake County, Florida, run thence North 0°36' West along said West line 350.4 feet to the POINT OF BEGINNING; thence continue North 0°36' West along said West line 150 feet; thence South 88°43'45" West 880.3 feet to the center line of State Road No. 44-B; thence South 1°28'30" East along said center line of State Road No. 44-B 150 feet; thence North 88°43'45" East 870.47 feet, more or less, to the POINT OF BEGINNING. LESS the Right of Way for State Road No. 44-B.

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: That 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 the 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 2nd day of February 2023.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of February, 2023, by Christine Halloran, City Clerk, who is 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 Ordinance Number 23-02 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date

ORDINANCE NUMBER 23-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 9.37 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBERS 2612533 AND 2612517, GENERALLY LOCATED ON THE EAST SIDE OF STATE ROAD 44 OPPOSITE THE INTERSECTION WITH LAKE JOANNA DRIVE.

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Suburban Neighborhood to approximately 9.37 acres of recently annexed real property further described below, and

WHEREAS, on January 19, 2023, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

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

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

Section 1. Design District Designation

That the Design District Designation of the real property described below and shown on Exhibit A shall be Suburban Neighborhood:

Parcel Alternate Key: 2612533 and 2612517

Parcel Identification Numbers: 08-19-27-0004-000-04300 and 08-19-27-0004-000-03800

From the Southwest corner of the Southeast 1/4 of Section 8, Township 19 South, Range 27 East, Lake County, Florida, run thence North 89°24' East 870 feet, more or less, to the West line of Parcel "A" as described in Official Records Book 314, Page 630, public records of Lake County, Florida, run thence North 0°36' West along said West line 350.4 feet; thence South 88°43'45" West 875.47 feet, more or less to the center line of State Road No. S-44-B; thence South 1°28'30" East along said center line 340 feet to the Point of Beginning. LESS right of way of State Road No. S-44-B.

AND:

From the Southwest corner of the SE1/4 of Section 8, Township 19 South, Range 27 East, Lake County, Florida, run thence North 89°24' East 870 feet, more or less, to the West line of Parcel "A" as described in Official Records Book 314, Page 630, Public Records of Lake County, Florida, run thence North 0°36' West along said West line 350.4 feet to the POINT OF BEGINNING; thence continue North 0°36' West along said West line 150

feet; thence South 88°43'45" West 880.3 feet to the center line of State Road No. 44-B; thence South 1°28'30" East along said center line of State Road No. 44-B 150 feet; thence North 88°43'45" East 870.47 feet, more or less, to the POINT OF BEGINNING. LESS the Right of Way for State Road No. 44-B.

Section 2. Map Amendment

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

Section 3. Conflict

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

Section 4. Severability

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

Section 5. Effective Date

That this Ordinance shall become effective upon the annexation of the subject property through approval of Ordinance Number 23-01.

PASSED, ORDAINED, AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 2nd day of February, 2023.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this ____ day of February, 2023, by Christine Halloran, City Clerk, who is 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 Ordinance Number 23-03 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date

Exhibit A





City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: JANUARY 19, 2023
 RE: ORGANIZATIONAL AND EVENT SUPPORT GRANTS

Introduction

The purpose of this presentation is to provide information to the City Commission regarding organizational and event grant requests for funding in FY 2022/2023 (commencing October 1, 2022).

Recommended Action

Staff requests Commission direction regarding grant awards and funding allocations for the upcoming budget year.

Background

The Commission included an allocation of \$30,000 for grant funding in the fiscal year 2022-23 budget for the support of not-for-profit organizations and events within the City of Eustis, with a reserve of \$2,500 to be allocated by the Commission at a later date. Last year we had 16 requests totaling \$99,500. This year we had 9 requests totaling \$70,900 representing a decrease of 28.7% over last years request, and the number of applicants decreased by 43.8%. Three of this year's applicants were requesting in-kind services by the City outside of this program for approximately \$2,000.

A committee was organized to (a) review the applications, (b) confirm that the basic requirements were met, and (c) provide a recommendation to the Commission based on upon the criteria. The committee was comprised of the City Manager, Finance Director, Development Services Director and Economic Development Director.

The eligibility criteria are as follows:

Event Eligibility Criteria

1. The event sponsor must be a 501(c)(3) organization.
2. The event must be open to and provide a benefit to all citizens of Eustis in addition to attracting a substantial number of visitors.
3. The event must contribute to the economic vitality of the community.
4. The event sponsor must provide a full accounting of the total event funds and expenditures.

Organization Eligibility Criteria

1. The organization must be a 501(c)(3) corporation.
2. The organization must provide services that improves the quality of life for a majority of the citizens of Eustis.
3. The organization must provide a financial statement and a full accounting of the use of the grant funds.
4. **A new criterion is as follows: The grant funding will be provided after the organization provides a complete report of the use of funds along with appropriate receipts (on a reimbursement bases) and the event must take place during the current fiscal year 2022/2023 of the City.**

Ineligible Organizations and Grant Expenditures include

1. Loans, debt retirement, or debt financing.
2. Capital improvements, acquisitions, and restorations (facilities and equipment).
3. Events or projects closed to the general public.
4. Religious ceremonies or events.
5. Parties, receptions, and other social activities.
6. Fundraising events and sponsorships.
7. Political organizations or campaigns.
8. Fraternal organizations, societies, or orders (501(c)(4) designations).
9. Support staff positions.
10. Endowments.

Recommendations for future disbursements:

- Limit the consecutive years an organization may receive funding

Applications

The following organizations submitted grant requests:

<u>Applicant Name</u>	<u>Grant Request</u>	<u>In Kind Request</u>
Act of Hope Ministries, Inc.	\$ 5,000	Yes
Amazing Rate for Charity	\$ 10,000	Yes
Bay Street Players	\$ 25,000	No
LifeStream Behavioral Center	\$ 7,500	No
Lake Cares	\$ 4,000	No
Paws Therapy Dog, Inc.	\$ 1,000	No
Trout Lake Nature Center	\$ 10,500	Yes
United Way of Lake & Sumter	\$ 5,000	No
Worth It Suicide Outreach	\$ 2,900	No
Total	<u>\$ 70,900</u>	

Each application is summarized and evaluated as follows:

1. Act of Hope Ministries, Inc.

- a. Request of \$5,000: recommended FY 22-23 award of \$0.
- b. Purpose of funding: Back to School supplies to assist struggling parents, providing the food pantry and clothing for community needs.
- c. In-Kind service requests: none

Considerations

- The City currently has a program at our Parks and Recreation Department as well as many others for a back to school. We also have Lake Cares and others we donate food to for their pantries.
- The committee has suggested that the City could run a food donation program and donate the food collected to Act of Hope Ministries, similar to one that we do with Win-1 Ministries during their December drive.
- It was also recommended that the City and Act of Hope Ministries have the back to school program at the same location and not charge them for the facility.

2. Amazing Race for Charity, Inc.

- a. Request \$10,000: recommended FY 22-23 award of \$6,500.
- b. Purpose of funding: race preparation, promotion, and sponsorship.
- c. In-kind service requests: includes use of City parks, garbage cans, waiver of fees, public works personnel and law enforcement.

Considerations

- The event includes a free public festival at Ferran Park, including music and food, with many vendors.
- The event brings over 1,000 visitors to the City.
- The event continues to be very successful.
- The money left after expenses is distributed to numerous charities.

3. Bay Street Players

- a. Request \$25,000: recommended FY 22-23 award of \$3,500.
- b. Purpose of funding: to provide quality entertainment and expose young people to cultural theater through the Young People's Theater, and to cover operating and production expenses.

Considerations

- The organization contributes to the economic vitality of the City.
- The organization brings visitors to the City.
- The organization intends to upgrade the website to keep community informed of its diversity.

4. LifeStream Behavioral Center (Open Door)

- a. Request \$7,500: recommended FY 22-23 award of \$4,250.
- b. Purpose of funding: to support the Open Door, a one-stop location, linking homeless individuals and families to needed amenities and services, and ultimately assisting them in securing safe affordable housing, jobs and support.

Considerations

- In recent years, there has been an increase in homeless families.
- Offers to serve 305 Eustis residents.
- Provides access to showers, laundry facilities, computers, and assistance with job training and employment placement.
- There are no costs associated for services provided.

5. United Way of Lake and Sumter County

- Request of \$7,500: recommended FY 22-23 award of \$2,000.
- Purpose of funding: To provide for Case management and once-annual financial assistance for rent, mortgage and utility bills specifically for Eustis residence.
- According to the audited statements they provide \$1,578,313 in grant expenditures for local resources to help the people of Lake and Sumter Counties.

Considerations

- Operational Funding for support of people in Lake and Sumter Counties.
- They are demonstrating that monies will be utilized to assist members of the Eustis community.

6. Lake Cares

- Requested \$4,000: recommended FY 22-23 award of \$3,750.
- Purpose of funding: to assist in providing food to Eustis residents in need. Their mission is to “Feed the Body, Educate the Mind and Lift the Spirit of all individuals”.

Considerations

- Funding will be used for the purchase of food for Eustis residents
- Based on 2022 distributions over 34% of Lake Cares clients where residents of Eustis.

7. Paws Therapy Dogs, Inc.

- Request of \$1,000: recommended FY 22-23 award of \$750.
- Purpose of funding: is for the training of a handler and a dog to learn about therapy dog work.
- They assist other charities and nursing homes, retirement centers, schools, fire/police departments and many other places.
- They serve approximately 36% of Eustis residence compared to the total served.

Considerations

- Provides opportunities to improve the spirit of people confined with an experience of unconditional love and affection from an animal.

8. Trout Lake Nature Center, Inc. (TLNC)

- Request of \$10,500: recommended FY 22-23 award of \$4,750.
- Purpose of funding: to support TLNC programs and facilities with exhibits, trails, and educational programs for children, adults and the community.
- In-kind services requests: includes ice for special events, review of specifications for construction projects, waiver of some permit fees.

Considerations

- They anticipate 21,000 visitors and 13,000 Eustis residence.
- The organization contributes to the economic vitality of the City.

9. Worth It Suicide Outreach & Support, Inc.

- a. Request \$2,900: recommended FY 22-23 award of \$2,000.
- b. Purpose of funding: to improve the health of the community by way of decreasing the stigma that surrounds the topic of Suicide.

Considerations

- The organization is doing work and awareness on helping individuals to not be embarrassed to reach out should they have suicidal thoughts.
- This is a national crisis as well as a local crisis and the object of this organization is to provide awareness to assist in ridding the stereo typical response which may keep people in need from seeking assistance.

Consideration for Discussion

The grant committee used the following criteria to evaluate the grant applications.

Project Purpose (up to 30 points): Encourages celebrations of community and cultural opportunities (events), or provides a community service that benefits the community as a whole.

- a. Objectives clearly presented.
- b. Commitment to improvement.

Longevity (up to 15 points):

- a. Years in existence.
- b. Improvement of organization.
- c. Number of years the project or event has been in existence.

Leveraging of funds (up to 10 points): Use of non-City funds and proportion.

Community-wide benefit (up to 15 points):

- a. Marketing to the entire community.
- b. Promotion of diversity/ethnicity.

Collaboration (up to 5 points): Involvement with various community entities.

In-kind Services (up to 10 points for none): Number and estimated cost of requested in-kind services (not seeking any = 10 points)

The committee ranked the applications according to the criteria. Then points were tallied for each applicant. The committee ranked the applicants and used a weighted average methodology to determine the grant award. Those receiving \$0 did not comply with the Minimum Application Submittal requirements or were providing duplicated services. The following option for grant awards based on grant criteria:

<u>Applicant Nave</u>	<u>Grant Request</u>	<u>Recommended Grant Award</u>
Act of Hope Ministries	\$ 5,000	\$ 0
Amazing Race for Charity	\$10,000	\$ 6,500
Bay Street Players	\$25,000	\$ 3,500
LifeStream (Open Door)	\$ 7,500	\$ 4,250
United Way of Lake & Sumter	\$ 5,000	\$ 2,000
Lake Cares Food Pantry, Inc.	\$ 4,000	\$ 3,750
Paws Therapy Dogs, Inc.	\$ 1,000	\$ 750
Trout Lake Nature Center	\$10,500	\$ 4,750
Worth It Outreach & Support	<u>\$ 2,900</u>	<u>\$ 2,000</u>
Total	<u>\$70,900</u>	<u>\$27,500</u>

The recommendation for Act of Hope Ministries is to coordinate their Back to School Program with the City's Park and Recreation Department, and to conduct a city-wide food drive for the donation of items to their ministry. The rest of the organizations are local and do not have a national presence which would allow more attention to care for our community. United Way, while national they are using the funding to help the residence of Eustis pay utility cost on their behalf. During the upcoming rate study, we may explore a program which allows customers to donate money to a specific organization to help those in need to pay utility bills. The money could be forwarded to the organization on a quarterly basis.

Prepared By: Mike Sheppard, Finance Director

- The Commission will be provided with a PDF under separate cover. Should a hard copy be requested; one will be provided.