

AGENDA Community Redevelopment Agency Meeting (CRA)

5:00 PM - Thursday, May 18, 2023 - City Hall

CALL TO ORDER

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

1. APPROVAL OF MINUTES

1.1 Approval of Minutes

February 16, 2023 CRA Meeting

2. CRA ITEM WITH BOARD DISCUSSION, PUBLIC INPUT AND DIRECTION

- 2.1 CRA Resolution Number 23-01: Approving and Ratifying A 1ST Amendment to Developer Agreement
- 2.2 CRA Resolution Number 23-02: Authorizing City Manager to Enter into Agreement with a Consultant to Develop a Downtown Master Plan
- 2.3 CRA General Update

3. 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.



TO: COMMUNITY REDEVELOPMENT AGENCY (CRA)

FROM: Christine Halloran, City Clerk

DATE: May 18, 2023

RE: Approval of Minutes

Introduction:

This item is for consideration of the minutes of February 16, 2023 CRA 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 Community Redevelopment Agency Meeting

5:30 PM – Thursday, February 16, 2023 – City Hall

CALL TO ORDER: 5:33 p.m.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

PRESENT: Willie Hawkins, Vice Chair Emily Lee, Gary Ashcraft, Nan Cobb, Lori Pittsley, Tanya Wilder and Chairman Michael Holland

1. APPROVAL OF MINUTES

1.1 <u>Approval of Minutes</u>

September 9, 2021 CRA Special Meeting September 8, 2022 CRA Meeting

A motion was made to approve the Minutes as submitted. Motion made by Vice Chair Lee, Seconded by Mr. Ashcraft. The motion passed on the following vote:

Voting Yea: Mr. Hawkins, Vice Chair Lee, Mr. Ashcraft, Ms. Cobb and Chairman Holland

2. CRA ITEM WITH BOARD DISCUSSION, PUBLIC INPUT AND DIRECTION

2.1 General CRA update for 2/16/2023

Tom Carrino, City Manager, provided the general CRA update. He reviewed the CRA budget to date stating they are on track with the fiscal year revenues. He explained what is included in the intergovernmental transfers and noted that while that is slightly under budget they are overbudget on overall revenues. He then reviewed the annual expenditures and explained what is included under Administration, Utility Services and Waterman Debt Service. He indicated that the major expenses are project specific.

Mr. Carrino then reported on the various major projects including Bay Street drainage and continued monitoring of the seawall.

Mr. Hawkins asked how long the City will continue monitoring the sea wall and if they will wait until it fails.

Mr. Carrino responded that the City had hired an engineer that specializes in lake improvements and they had evaluated the seawall. They initially proposed an improvement that exceed what was budgeted. The City also brought in a contractor who recommended continuing to monitor the situation.

Rick Gierok, Public Works Director, explained the City had contacted one of the City's continuing services consultants who has experience with water associated structures. The City informed them there was \$400,000 budgeted for the project and asked them to provide a design based on that; however, the bid came in at over \$1 million. They redesigned the project gratis due to not hitting the budgeted amount. He indicated that the cheaper repair is still \$800,000. He commented on the increase in

pricing and agreed that it needs to be addressed. He stated that they are monitor the growth of the fissure and indicated it is only growing slowly.

The Board discussed the need to budget more appropriately for the repairs.

Mr. Carrino then reported on the housing rehabilitation project noting that the funding has been rolled for a couple of years and was originally budgeted at \$200,000. He stated that \$140,000 was rolled forward and reported on inspections he and Mr. Hawkins had done on the homes and progress being made. He indicated there are two homes left from the original list of applicants and stated that LCAA has been directed to proceed with those two homes. He stated that after that there will probably be approximately \$100,000 left in the program at which point the City will need to decide whether or not to continue the program.

Mr. Hawkins expressed support for the program and recommended that inspections be scheduled for other commissioners/board members to view the homes.

Mr. Carrino reported on the G3C2 project with the downtown redevelopment. He indicated that there have been no funds budgeted for the master plan process. He stated his belief that it would be appropriate for the CRA to pay for all or a portion of the master plan process. He noted that the property is entirely located within the CRA and the CRA owns the Waterman site. He stated that staff will bring back a budget amendment and a master plan consultant will need to be selected.

Mr. Carrino stated that Mr. Hawkins has assisted with contacting the Everlasting Life Church regarding the Palmetto Plaza project. He stated that the church had authorized the City to get some appraisals on their property; however, the church has had a turnover in staff. He indicated the City will have to reconnect with them. He then commented on the public input meeting that was previously held. He stated that the designer is working on concepts; however, staff has put them on hold due to the possibility of bringing more land into the project. He reported that \$50,000 has been budgeted for the shade structure. He explained they do not want to proceed with that until they work on the property acquisition so they don't build it and then possibly have to tear it out.

The Board asked about the appraisal on the house and church with Mr. Carrino explaining the appraisal was not for the church only for the house and a portion of the property north of the house. He indicated they had to do a second appraisal as the church changed its mind and said they may be willing to sell all of the property north of the house. The church subsequently asked to get their own appraisal and then they had a changeover in pastors. He added that the church was wanting to have some input as to what is built on the property. He noted they were interested in construction of a parking lot that could also be utilized by the church.

Mr. Carrino then reported \$400,000 has been budgeted for the Carver basketball shade structure. He noted they are working with the Curtright Center, Eustis Middle School and Lake County Schools on an indoor basketball facility so the shade structure has been put on hold. He added they are looking for some grant opportunities to assist with funding the shade structure should they move forward. He cited recent meetings held between City staff and school representatives regarding use of school facilities.

The Board expressed concern regarding projects being budgeted and then costs increasing.

Mr. Carrino reported on the gateway improvement grant program and introduced A ltem 1.1 Latimer to discuss the program.

Al Latimer, Economic Development Director, reviewed the fiscal year activity stating there are 21 projects in process with ten being in the CRA and eleven along the gateway corridors. He indicated there are \$86,437 in reimbursements that are pending if all projects are completed. He cited the various improvements proposed under the grants. He then commented on the need to update the gateway grant application. He recommended the individual grant awards be increased to up to \$7,500. Additional recommended changes included the following: 1) Restriction and review of paint colors; 2) Provision of information required to allow staff to validate the cost of a project; 3) Encouraging applicants to obtain three written bids for their work; and 4) Addition of an estimated timeline from submittal to approval.

The Board discussed whether or not to have restrictions on the paint colors.

Mr. Carrino suggested that rather than prohibiting certain colors they implement a review process particularly for certain colors.

Further discussion was held regarding whether or not to have paint restrictions and/or a review process with guidelines.

East CRA Representative Tanya Wilder noted that younger people have different tastes and things are changing.

Downtown CRA Representative Lori Pittsley stated she can see both sides. She notes that the colors grab the attention.

Mr. Latimer noted that signature blocks have also been added to the application for both the applicant and property owner.

Discussion was held regarding who would do the review of it was required with Mr. Carrino recommending that it be a staff level review so that it would not slow down the process.

CONSENSUS: It was a consensus of the Board to require staff level review on Item #5 regarding paint colors.

Mr. Carrino noted that the program was created by resolution so they will be bringing back a resolution to make the amendments.

Discussion was held regarding whether or not individuals can come back for additional funding since the amount would be raised.

3. ADJOURNMENT: 6:11 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 Chairman



TO: EUSTIS CRA BOARD

FROM: TOM CARRINO, CITY MANAGER

DATE: May 18, 2023

RE: CRA RESOLUTION NUMBER 23-01: 1st AMENDMENT TO DEVELOPER AGREEMENT WITH HOMETOWN PROPERTY INVESTMENTS, LLC

Introduction

CRA Resolution Number 23-01 approves a 1st Amendment to Developer Agreement with Hometown Property Investments, LLC for the development of a residential and commercial development at the northeast corner of Grove Street and Orange Avenue.

Background

The City of Eustis and the Downtown and East Town Redevelopment Agency was approached by Hometown Property Investments, LLC, represented by Daniel DiVenanzo, regarding the redevelopment of 201 East Orange Avenue.

In discussions with the developer, there was a concern that project revenues do not support the construction and operating costs of the project. Mr. DiVenanzo explained that but-for assistance from the Community Redevelopment Agency (CRA) in the form of incremental tax reimbursements and reimbursements for improvements in public right of way, the project would not happen. Staff reviewed the construction and operating projections, and confirmed that in order to make the project financially feasible, CRA assistance was necessary.

Following the approval of the Developer Agreement at the CRA's April 7, 2022 meeting, Hometown Property Investments, LLC began work on the commercial office space aspect of the site plan. However, due to labor challenges, subcontractor scheduling delays, and other related reasons Hometown Property Investments has requested that the CRA Board consider an amendment to the original agreement that extends the project completion date to January 1, 2025.

The other terms of the agreement remain the same. The original Developer Agreement commits the developer to completing the \$580,000 project as described in the agreement. Aspects of the proposed project have been completed including acquisition of the site, renovation of the existing building, and considerable site work, improvements to public right of way, and new landscaping. The plan is for the development to house a food service operation, new retail tenants, and two market-rate studio apartments. The developer estimates that once the project is complete, the initial taxable value will be approximately \$493,000.

Budget / Staff Impact

The Developer Agreement allows for a maximum of \$80,000 in reimbursements to the developer over ten years. The developer must make all improvements and pay full taxes prior to requesting reimbursement, so the project will be generating its own incentive. At approximately \$4,800 in new annual revenue, the project pay-back is between 16 and 17 years. While that is a lengthy pay-back period, the City and public will benefit from improvements to the right of way, increased economic activity, and improved aesthetics on a high-profile gateway into Downtown Eustis.

Recommended Action

Staff recommends approval of CRA Resolution Number 23-01

Prepared By

Al Latimer, Economic Development Director

Attachments

CRA Resolution Number 23-01 with attached Amendment Original Developer Agreement

CRA RESOLUTION NUMBER 23-01

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF EUSTIS KNOWN AS THE DOWNTOWN AND EAST TOWN REDEVELOPMENT AGENCY, LAKE COUNTY, FLORIDA, APPROVING AND RATIFYING A 1ST AMENDMENT TO DEVELOPER AGREEMENT AND MAKING FINDINGS AND DETERMINATIONS OF FACT AND LAW PURSUANT TO CHAPTER 163, PART III, FLORIDA STATUTES.

WHEREAS, the Eustis Downtown and East Town Redevelopment Agency ("Community Redevelopment Agency of the City of Eustis, Florida" or "Agency") and the City of Eustis have identified certain areas in the City as blighted and slum areas as defined by §163.340 Florida Statutes ("Areas"); and

WHEREAS, blighted and slum Areas should be eliminated for all the reasons set forth in §163.335 Florida Statutes; and

WHEREAS, redevelopment of the Areas by private enterprise is feasible in carrying out the purpose of Florida's Community Redevelopment Act of 1969; and

WHEREAS, redevelopment of the Areas is necessary in the interest of the public health, safety, morals and welfare of the City of Eustis; and

WHEREAS, the redevelopment project contemplated in the original Developer Agreement dated April 28, 2022 is a proper subject for the expenditure of public funds, serves a public purpose, and carries out community redevelopment as set forth in Florida's Community Redevelopment Act of 1969; and

WHEREAS, for a variety of reasons, including labor challenges, subcontractor scheduling, and supply chain issues, the Developer has requested an amendment to the original Developer Agreement allowing for a one-year extension for the completion of the project.

NOW, THEREFORE, BE IT RESOLVED by the Community Redevelopment Agency of the City of Eustis, Florida as follows:

The foregoing whereas clauses are incorporated herein as findings of fact and law.

- 1. The 1st Amendment to Developer Agreement is hereby ratified and approved.
- 2. The Agency authorizes the Chairperson to execute the necessary documents to effectuate the agreement.

DONE AND RESOLVED, this 18th day of May 2023, in regular session of the Community Redevelopment Agency of the City of Eustis, Lake County, Florida.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF EUSTIS, FLORIDA

Michael L Holland Chairperson

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18th day of May, 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 Number:

CITY ATTORNEY'S OFFICE

This document has been reviewed and approved as to form and legal content, for use and reliance of the Community Redevelopment Agency of the City of Eustis, Florida.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing CRA Resolution Number 23-01 is hereby approved, and I hereby 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

1st Amendment to Developer Agreement Tax Increment Benefits

Hometown Property Investments, LLC

This 1st Amendment to Developer Agreement Tax Increment Benefits is made and entered into this ______ day of ______, 2023, by and between the Downtown and East Town Redevelopment Agency, (the "Agency"), and Hometown Property Investments, LLC, a Florida limited liability company (the "Developer").

Recitals

WHEREAS, Agency and Developer entered into a Developer Agreement Tax Increment Benefits dated _____; and

WHEREAS, Developer has requested a time extension for the project completion date.

NOW, THEREFORE, the parties agree as follows:

 The Developer Agreement Tax Increment Benefits between the Downtown and East Town Redevelopment Agency and Hometown Property Investments, LLC dated
______ (Agreement) shall be amended as follows:

The parties hereto recognize, acknowledge and agree that it is their mutual desire and intent in entering into this Agreement that all Certificates of Occupancy be issued to the Project no later than January 1, 2025 (Completion Date).

2. To the extent any terms of this 1st Amendment conflict with the terms of the agreement, this 1st Amendment supersedes and controls over any conflicting terms. All other terms of the Agreement remain in full force and effect unless modified herein.

IN WITNESS WHEREOF, the parties have executed this 1st Amendment as of the day and year first above written.

Downtown and East Town Redevelopment Agency

By: _____

Michael Holland, Chairperson

Hometown Property Investments, LLC

By: _____

Authorized Member

Developer Agreement Tax Increment Benefits

This Agreement is made this <u>28-4</u> day of <u>April</u>, 2022, by and between the Downtown and East Town Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the "Agency"), and Hometown Property Investments, LLC, a Florida limited liability company (the "Developer").

WHEREAS, the Agency has the authority to contract with private developers for tax increment benefits; and

WHEREAS, the Developer proposes to complete substantial renovations or improvements to the real property located at the northeast corner of Grove Street and Orange Avenue and more specifically described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Developer has confirmed that the proposed improvements to the Property, said improvements being more specifically described in Exhibit B attached hereto (the "Project"), have an estimated total cost of approximately \$580,000; and

WHEREAS, the 2008 City of Eustis Downtown Plan and the City of Eustis 2016 Redevelopment Plan identify the need for CRA investment in the area; and

WHEREAS, the encouragement of development of this Project, which has long been slated for redevelopment, will be beneficial to the City and the Area, provide for positive activity in the CRA, and help the City's and Agency's ability to attract additional development in the Area; and

WHEREAS, the Agency has determined that the use of tax increment revenues to provide financial support in the Area is appropriate and consistent with the 2008 Downtown Plan and the 2016 Redevelopment Plan and should be undertaken by the Agency; and

WHEREAS, the Developer has represented to the Agency that but for financial assistance from the Agency to offset the cost of constructing the Project, the Project is not feasible and the Developer will not proceed with the Project; and

WHEREAS, the Developer has proposed the Agency reimburse to the Developer a portion of the total project costs pursuant to the specific schedule and conditions in this agreement; and

WHEREAS, at a public meeting of the Community Redevelopment Agency on April 7, 2022, the Agency voted to approve the foregoing as an inducement for the Project; and

WHEREAS, after reviewing the proposal and having considered the Project, the Agency has accepted the proposal subject to a definitive agreement between the Agency and Developer setting forth the respective duties and responsibilities of the parties in redeveloping the Property and authorized the preparation of such an agreement; and

WHEREAS, such Agreement has been prepared and reviewed by the Agency and Developer, and the Agency and Developer are desirous of entering into this Agreement to effectuate the redevelopment of the Property.

Now, therefore, the Agency and the Developer agree as follows:

- 1. The foregoing findings are incorporated herein by reference and made a part hereof.
- The purpose of this agreement is to provide financial assistance as an inducement for the development of the Project by Developer on the Project Site as provided herein to rehabilitate slum and blighted areas consistent with Section 163.335 Florida Statutes and the Act.

3. Findings

- A. The Agency does hereby find that the 2008 Downtown Plan designated that the Area including the Property offers a prime opportunity for redevelopment and the Agency hereby determines redevelopment of the Property as proposed serves a public purpose for carrying out redevelopment pursuant to Chapter 163, Part III, Florida Statutes.
- B. The Agency does hereby find that the 2016 Redevelopment Plan again identifies the Property as a prime opportunity for redevelopment and further defines the CRA resources available to facilitate redevelopment.
- C. The Agency does hereby find that there has not been adequate new development within the Area.
- D. The Agency does hereby find that the Developer has represented to Agency that the Developer needs financial assistance from Agency for the Project in order for the Project to proceed.
- E. The Agency does hereby find that there is, in fact, a need by the Developer for financial assistance by the Agency for the Project to proceed.
- F. The Agency does hereby find that Increment Revenues may be used to provide Developer with financial assistance for the Project.
- G. The Agency does hereby find that the Project will enhance the quality of life and the aesthetic and useful enjoyment of the Area and further the goals and intent of the 2008 Downtown Plan and the 2016 Redevelopment Plan and conforms to the requirements of the Act.
- H. The Agency does hereby find that the project is consistent with and furthers the objectives of the 2008 Downtown Plan and the 2016 Redevelopment Plan and is in the best interest of the citizens of the City and the CRA.
- I. The Agency does hereby find that the Developer has proposed that the Agency provide financial support for the Project by virtue of the Project Reimbursements.

- J. The parties hereto recognize and acknowledge and do mutually find that but for the financial assistance provided herein, the Developer would not undertake the development of the Project and such assistance is a critical and important inducement to the Developer.
- 4. It is the intent of the parties hereto to efficiently, effectively and economically cause the successful development of the Project in order to improve the Property, specifically, and the conditions in the Area, in general, as well as implement the 2008 Downtown Plan and otherwise further the purposes of the Act.
 - A. It is further the intent of the parties that Developer shall construct, equip, and otherwise complete the Project on the Property substantially in accordance with the Project documents.
 - B. The parties mutually recognize and acknowledge that Developer will require Agency's financial assistance and Agency's financial assistance is subject to certain performance criteria and reimbursement periods enumerated in this agreement.
- 5. The parties hereto recognize, acknowledge and agree that it is their mutual desire and intent in entering into this Agreement that all Certificates of Occupancy be issued to the Project no later than January 1, 2024 (Completion Date).
- 6. Following the issuance of all Certificates of Occupancy, the City shall have the obligations set forth in this section relative to financing Eligible Redevelopment Project Costs in connection with the Project. As part of the Requisition process, the Developer shall submit an accounting of total Project Costs and Eligible Redevelopment Project Costs. Upon the submission to the City by the Developer of a Requisition for Eligible Redevelopment Project Costs incurred and paid, the City, subject to the terms, conditions and limitation set forth in this section immediately below, agrees to reimburse the Developer from the Fund such Reimbursement Amounts as are paid and incurred by the Developer and are directly related to the Project at the Property as follows:
 - A. For the purpose of calculating the total amount of Incremental Property Taxes for any such calendar year which are directly attributable to the Project, the total taxable value of the Property for such calendar year shall be reduced by the 2022 base CRA taxable value of the Property as assigned by the Lake County Property Appraiser in the agreed amount of \$132,094, and the result shall be multiplied by the total tax rate of all taxing districts participating in the CRA for any such applicable calendar year.
 - B. The Base Reimbursement Amount in connection with the Project shall annually be payable in such amount as is equal to one hundred percent (100%) of the Incremental Property Taxes actually received by the CRA in each such applicable calendar year which are directly attributable to the Project at the Property up to an annual Incremental Property Tax amount of \$5,000. The Annual Base Reimbursement will be paid for a period of ten (10) years and will not exceed a total of \$50,000 over ten (10) years.
 - C. Total Project costs are estimated at \$580,000. Total Reimbursements shall not exceed 8.6 percent (8.6%) of total Project costs.
 - D. In addition to the annual reimbursement of incremental property taxes, upon

completion of the project, the CRA shall reimburse the developer \$10,000 per year for three (3) years (for a total of \$30,000) for eligible improvements in the public right of way. Said improvements shall include, but not be limited to, sidewalks, curbing, and street improvements.

- E. The project shall be considered complete when a Certificate of Occupancy is issued for the building on the Property and any permits are finalized with the appropriate agencies.
- F. Eligible project expenses shall include expenses reimbursable under Florida Statutes. Prior to reimbursement, the Developer must submit evidence of eligible project expenses to the Agency for review. Evidence of eligible project expenses may include receipts, cancelled checks, and other evidence reasonably requested by the City in its sole discretion.
- G. The City hereby designates the City Finance Director as its representative to coordinate the authorization of disbursement of any Reimbursement Amounts for the Eligible Redevelopment Project Costs. Payments to the Developer of any Reimbursement Amounts for Eligible Redevelopment Project Costs shall be made upon request therefor, in form reasonably acceptable to the City (each being a "Requisition") submitted by the Developer with respect to any Eligible Redevelopment Project Costs incurred but not previously submitted. Each such Requisition shall be accompanied by such applicable documentation as may be acceptable to the City or by the statement or report of an independent accountant which shows and verifies that any such Eligible Project Redevelopment Costs have in fact been paid and incurred by the Developer. Ten (10) years from the completion of the Project, the Developer shall not file an appeal related to property values, apply for property tax exempt status, or apply for any governmental housing or rent subsidy programs.
- 7. In the event this Agreement or any provision of this Agreement is for any reason held illegal or unenforceable by a court of competent jurisdiction, the parties shall attempt in good faith to negotiate a new agreement or provision that is legal and enforceable and that effectuates the intent and purpose of this agreement. To such extent, the provisions of this Agreement shall be deemed severable.
- 8. Nothing in this Agreement shall operate or be construed to compel the City Commission of the City of Eustis or any other taxing authority to either directly or indirectly levy ad valorem taxes or otherwise exercise its taxing power to fund any obligation created by this Agreement.
- 9. In specific consideration of the Agency agreeing to make the Project reimbursements to Developer, and for other good and valuable consideration provided for in this Agreement, the receipt and sufficiency of which Developer acknowledges, Developer shall pay, indemnify and save harmless the Agency and the City and their respective agents, guests, invitees and employees from all suits, actions, claims, demands, damages, losses and other reasonable expenses and costs of every kind and description to which the Agency or the City, or their respective agents, guests, invitees or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out, wholly or

in part, of any act, commission, omission, negligence or fault of Developer, its agents or employees, or its contractors, subcontractors, suppliers, servants, or any other person(s) or entity(ies) directly or indirectly controlled, employed or engaged by Developer, regardless of whether such act, omission or negligence occurs in connection with the Project or is within the scope of any of their duties under this Agreement, or any lessee of Developer in connection with: (a) any building, construction, installation or development work, service or operation being undertaken or performed by or for Developer in, on, under, or over the Property, or (b) any uses, occupancy, maintenance, repair and improvements or operation of all or part of the Project. This Section 9. shall not be deemed or construed to provide any indemnification by Developer for the benefit of any third parties other than the Agency and the City, nor shall it be deemed or construed a waiver by Developer of any liability of the Agency or the City so that Developer may be entitled to recover damages notwithstanding any provision of this Agreement to the contrary. Developer's indemnification obligations hereunder are independent of any other provisions of the Agreement and shall not be dependent upon, affected, limited or diminished by the existence of any insurance policies obtained and maintained by Developer in accordance with Section 10. of this Agreement. Developer further acknowledges that these indemnification provisions are a significant part of the inducement for Agency to enter into this Agreement. Developer's indemnification obligations hereunder shall survive the termination of this Agreement and the transfer of title to any third party purchaser. Developer or its Contractor shall comply with all City of Eustis code requirements concerning bonding of the Project.

10. So long as this Agreement shall be in effect, Developer shall purchase and maintain in full force and effect all insurance of the types and in the full coverage amounts as required by the documents pertaining to the financing for the Project. Developer covenants and agrees with the Agency that the terms of its general liability policy will name the Agency as an additional named insured. Developer covenants and agrees with Agency that the terms of its builders' risk policy will name the Agency as a certificate holder. Developer shall provide certificates evidencing such insurance to the Agency. The issuance or maintenance of any insurance under this Section 10 shall not release, limit, waive or discharge Developer from its indemnity obligations under Section 9.

11. DEFAULT: TERMINATION

A. Default by Developer.

- Provided the Agency is not then in default under this Agreement as set forth in Section 11.B. hereof, and subject to Force Majeure, there shall be an "Event of Default" by Developer under this Agreement with the occurrence of any one or more of the following:
 - a. Developer shall fail to perform or comply with any material provision of this Agreement applicable to it; or
 - b. Developer shall fail to apply for all necessary permits to construct the Project within the time frames established by this Agreement.

- c. Developer shall fail to construct the Project in substantial conformance with the Project documents.
- d. Prior to the Completion Date, Developer shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the developer or any material part of its properties; or
- e. Prior to the Completion Date, within sixty (60) days after the commencement of any proceeding by or against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of Developer of any trustee, receiver or liquidator of Developer or of any material part of its properties, such appointment shall not have been vacated.
- 2. If an "Event of Default" described in Subsection 11.A.1. hereof shall have occurred, the Agency, after giving written notice of such event of default to Developer and upon expiration of a forty-five (45) day notice period after receipt by Developer of such notice, if such event of default has not been cured, the Agency, as its sole and exclusive remedy, may terminate this Agreement and all rights of Developer and obligations of the Agency hereunder, including making the reimbursement payments hereunder shall then cease; provided, however, that the occurrence of any of the events set forth in 11.A.1.e. above after the Completion Date shall not be deemed an "Event of Default" and, despite such events, the Agency's obligation to make reimbursement payments pursuant to this Agreement shall continue in full force and effect.

B. Default by the Agency.

- Provided Developer is not then in default under this Agreement as set forth in Section 11.A. and subject to Force Majeure, there shall be an "Event of Default" by the Agency under this Agreement upon the occurrence of any one or more of the following:
 - a. The Agency shall have failed or refused to make the reimbursement payments to Developer, subject to Section 6., in a timely manner, provided sufficient Surplus Tax Increment Revenues are available, time being the essence of such obligation; or

- b. The Agency shall fail to perform or comply with any material provision of this Agreement applicable to it.
- 2. If an "Event of Default" described in Subsection 11.1. hereof shall have occurred, Developer, after giving written notice of such event of default to the Agency and, upon the expiration of a thirty (30) day period after receipt by the Agency of such notice, if such Event of Default has not been cured, Developer may terminate this Agreement and all rights and duties of Agency hereunder shall then cease, and, in addition, Developer may pursue any and all other remedies then available to Developer whether at law or in equity, including instituting an action to recover from the Agency any amount due and payable to it, including any reimbursement payments payable to Developer.
- C. The rights and remedies specified herein to which either the Agency or Developer are entitled are exclusive and are intended to be to the exclusion of any other remedies or means of redress to which the Agency or Developer may otherwise lawfully be entitled.
- D. The failure of the Agency or Developer to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit or any other agreement contemplated hereby shall not be deemed a waiver of any right or remedy that the Agency or Developer may have, and shall not be deemed a waiver of a subsequent default of nonperformance of such term, covenant, condition or provision.
- E. Termination
 - 1.
- a. The Developer and the Agency acknowledge and agree that the performance by the Developer and the Agency in accordance with the terms of this Agreement are contingent and dependent upon certain conditions.
- b. In addition to a termination upon occurrence of an event of default as provided in Sections 11.A. and 11.B. hereof, this agreement may be terminated by the Developer or the Agency upon the occurrence of any of the following: (i) the Developer is unable to obtain the financing or, if it does obtain such commitment, the issuer of such commitment fails or refuses to provide the financing or (ii) any other default of this Agreement.
- 2. Upon the occurrence of any default of this Agreement, either party may give a Termination Notice in which case this Agreement shall terminate and all obligations of the parties hereto imposed by this Agreement shall then cease

and be released and no longer of any force and effect, except as otherwise specifically provided herein.

- 3. In the event of a termination of this Agreement, neither the Developer nor the Agency shall be obligated or liable one to the other in any way, financial or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by the Developer or the Agency, or both, thereunder or contemplated hereby; provided, however, that if any suits, actions, claims or demands of any kind shall be made against the Developer or the Agency, or both of them, seeking damages, expenses and costs (including attorneys' fees), or any other relief, arising from or the result of any omission, negligence or fault of the Developer or the Agency in connection with this Agreement or any actions taken by the Developer or the Agency, or both of them, hereunder or contemplated hereby, the indemnification and insurance provisions of Section 9. and 10. hereof shall apply and shall survive termination of this Agreement.
- 12. The Developer's benefits and obligations as part of this Agreement are not transferable or assignable without written approval of the Agency.
- 13. This Agreement represents the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any prior understandings or agreements between the parties. No modifications to this Agreement shall be enforceable unless in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

> **Downtown and East Town Redevelopment** Agency

By:

Michael Holland, Chairperson

Property Investments, LLC Hometown B Authorized Member



Exhibit A Legal Description

Exhibit "A"

That part of Lots 11 and 12 in Block, 12 in Pendry's Addition to the City of Eustis, Florida, according to the plat of Pendryville recorded in Plat Book 1, Page 39, Public Records of Lake County, Florida, bounded and described as follows: From the Southwest corner of the said Block 12, run East along the North line of the right of way of Orange Avenue 90 feet for a point of beginning; From said point of beginning, run thence East along the North line of the right of way of Orange Avenue 42 feet to the Southeast corner of the said Lot 12; thence run North 125.4 feet to the Northeast corner of the said Lot 12; thence run West along the North line of the said Lot 12 a distance of 12.4 feet; thence run South 40 feet; thence run West 28.2 feet; thence run South 29 feet; thence run West 1.4 feet; thence run South 56.4 feet, more or less, to the point of beginning. (The said Block 12 in Pendry's Addition being otherwise described as Block 53 in the City of Eustis, Florida, according to the Official Plat thereof recorded in Plat Book 1, page 79, Public Records of Lake County, Florida.)

5

N.

Exhibit "A"

From the Southwest corner of said Block 53, according to the official Map of Eustis, recorded in Plat Book 1, page 79, Public Records of Lake County, Florida, run East 90 feet along the North boundary of Orange Avenue, thence run North 59.10 feet; thence run West 90 feet, more or less, to the East boundary of Grove Street; thence run South along the East boundary of Grove Street, a distance of 59.10 feet to the point of beginning; the said Block 53, Eustis being also Block 12, Pendryville, according to the plat thereof recorded in Plat Book 1, page 45, Public Records of Lake County, Florida.

\$

5

Exhibit B Project Information

CITY OF EUSTIS, FLORIDA <u>APPLICATION FOR COMMUNITY REDEVELOPMENT AREA (CRA)/TAX</u> <u>INCREMENT FINANCING (TIF) ASSISTANCE</u> PRIVATE REDEVELOPMENT INCENTIVE

Complete this form in its entirety and attach all necessary documents. Submit the completed application to the Economic Development Department at 10 North Grove Street, P.O. Drawer 68, Eustis, FL 32727. If you have any questions, contact Tom Carrino, Economic Development Director, at 353-483-5435 or by Email at carrinot@eustis.org.

Name	e of Applicant: Daniel Divenanzo - Hometown Property Investments, LLC.
	ess: 3333 Cypress Grove Dr. Eustis, FI 32736 Fax: NA
Dayti	me Phone: (352) 409-0212 Email Address: ddivenanzo@hotmail.com
1.	Interest in property (check one) 🗌 Owner/Mortgagor 🔀 Contract Purchaser 🗌 Tenant
2.	If contract purchaser or tenant, who is the property owner? <u>John R Prickett</u> Jr
3.	If tenant, how many yrs. Remaining on the current property lease? <u>N/A</u>
4.	Business name(s): HOMETOWN PROPERTY INVESTMENT LLC
5.	Project address or location: 201 ORANGE AVE EUSTIS, FL 32726
	Parcel ID # 11-19-26-0100-053-00001 (REQUIRED)
	Alternate Key #2517590 & 3285212 (REQUIRED)
6.	Current use of property: VACANT
7.	Proposed use of property: FOOD VENUE WITH OUTSIDE SEATING
8.	Choose the applicable project (check all that apply):
	X New construction Interior renovation Exterior restoration
	relocation X Site improvement Other
9.	Describe the nature of work proposed for the property: <u>RENOVATE EXTERIOR</u> OF EXISTING STRUCTURE ALSO CONSTRUCT NEW 2 STORY 1750 SF BUILDING ON THE CORNER OF
	GROVE ST AND ORANGE AVE, RE-DEVELOP SITE PLAN WITH PARKING.
10.	Estimated total project cost: \$_580,000.00
11.	CRA assistance requested: \$85,000.00

12. Attach the following documentation to support the proposed project:

\$

- Copy of the latest tax bill for the property or properties; and
- Preliminary, itemized cost estimates or quotes from a contractor or design professional; and
- Plans & dwgs., as applicable & to scale if possible, clearly illustrating the proposed Improvements. For exterior improvements, include notations of proposed materials, finishes, and other details.
- Financial analysis of project to show project cash-flow, balance sheet, rate of return analysis (investor non-owner occupied projects only).
- 13. Prior to formal review, City Staff will visit the site to discuss the project with the applicant and document existing conditions.
- 14. Sign & date below to complete the application.

Applicant Signature

\$

5-28-2022

FOR OFFICE USE ONLY-

Comments:

City Council review & action by ordinance.

Ordinance Number:

Community Redevelopment Area

Preliminary, Itemized Cost Estimates

OWNER:

DANIEL DIVENANZO - HOMETOWN PROPERTY INVESTMENTS, LLC 3333 CYPRESS GROVE DR. EUSTIS, FL 32726

\$

Contractor:

JACOB P. SMITH BUILDING Co. INC. 133 N GROVE ST UNIT B EUSTIS, FL 32726

Property Location:

201 ORANGE AVE EUSTIS, FL 32726

ITEMIZED COST ESTIMATES	- Equity
PURCHASE PRICE	\$260,000.00
CONSTRUCT 1750 sq ft 2 STORY	\$236,250.00
SITE DEVELOPMENT CONTRACTOR - LARRY THACKER	\$64,600.00
LANDSCAPE CONTRACTOR - YARD STOP	\$19,000.00

TOTAL ESTIMATE \$579,850.00

DATED March 28, 2022

\$

Community Redevelopment Area

Financial Analysis - Projected Cash Flow

OWNER:

DANIEL DIVENANZO - HOMETOWN PROPERTY INVESTMENTS, LLC 3333 CYPRESS GROVE DR. EUSTIS, FL 32726

Property Location:

201 ORANGE AVE EUSTIS, FL 32726

RENTAL INCOME MONTHLY

GROUND FLOOR FOOD VENUE TENANT \$1,800.00

- RETAIL RENTAL GROUND FLOOR \$1,275.00
- (2) 850 sq ft EFFICIENCY APPARTMENTS @ \$700.00 \$1,400.00

TOTAL RENTAL INCOME \$4,475.00

ANNUAL REVENUE \$53,700.00

\$

Community Redevelopment Area

RATE OF RETURN ANALYSIS

OWNER:

DANIEL DIVENANZO - HOMETOWN PROPERTY INVESTMENTS, LLC 3333 CYPRESS GROVE DR. EUSTIS, FL 32726

Property Location:

201 ORANGE AVE EUSTIS, FL 32726

RATE OF RETURN ANALYSIS

ANNUAL REVENUE	\$53,700.00	
PROPERTY TAXES	\$7,773.00	CRA 4,800
INSURANCES	\$4,800.00	
PROPERTY MANAGEMENT & MAINTENANCE	\$11,000.00	
UTILITIES (INCLUDING WATER, ELECTRIC AND DISPOSAL.)	\$5,580.00	
GROSS PROFIT	\$24,547.00	4% OF REV
DEBT SERVICE ON \$240, 000.00	\$14,400.00	
NET PROFIT	\$10,147.00	1.8% OF REV

\$

DATED 03/28/22

Exhibit "A"

That part of Lots 11 and 12 in Block, 12 in Pendry's Addition to the City of Eustis, Florida, according to the plat of Pendryville recorded in Plat Book 1, Page 39, Public Records of Lake County, Florida, bounded and described as follows: From the Southwest corner of the said Block 12, run East along the North line of the right of way of Orange Avenue 90 feet for a point of beginning; From said point of beginning, run thence East along the North line of the right of way of Orange Avenue 42 feet to the Southeast corner of the said Lot 12; thence run North 125.4 feet to the Northeast corner of the said Lot 12; thence run West along the North line of the said Lot 12 a distance of 12.4 feet; thence run South 40 feet; thence run West 28.2 feet; thence run South 29 feet; thence run West 1.4 feet; thence run South 56.4 feet, more or less, to the point of beginning. (The said Block 12 in Pendry's Addition being otherwise described as Block 53 in the City of Eustis, Florida, according to the Official Plat thereof recorded in Plat Book 1, page 79, Public Records of Lake County, Florida.)

٩.

\$

Exhibit "A"

From the Southwest corner of said Block 53, according to the official Map of Eustis, recorded in Plat Book 1, page 79, Public Records of Lake County, Florida, run East 90 feet along the North boundary of Orange Avenue, thence run North 59.10 feet; thence run West 90 feet, more or less, to the East boundary of Grove Street; thence run South along the East boundary of Grove Street, a distance of 59.10 feet to the point of beginning; the said Block 53, Eustis being also Block 12, Pendryville, according to the plat thereof recorded in Plat Book 1, page 45, Public Records of Lake County, Florida.

3

3

DAVID W. JORDAN LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS Item 2.1 2021 Paid Real Estate

	LOLL I UNA REAL LOCACE		
ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
1119260100-053-00001		2517590	00E1
PRICKETT JOHN R JR		201 ORANGE AV	E

\$

PO BOX 1599 EUSTIS, FL 32727

EUSTIS W 90 FT OF S 59.1 FT OF BLK 53 PB 1 PG 79ORB 603 PG 1299



PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602

AD VALOREM TAXES					
FAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	101,028	0	101,028	5.0529	510.48
AMBULANCE MSTU	101,028	0	101,028	0.4629	46.77
ENVIRON LAND PURCHASE	101,028	0	101,028	0.0918	9.27
PUBLIC SCHOOLS					
BY STATE LAW	101,028	0	101,028	3.5940	363.09
BY LOCAL BOARD	101,028	0	101,028	2.9980	302.88
CITY OF EUSTIS	101,028	0	101,028	7.5810	765.89
ST JOHNS WATER MGMT	101,028	0	101,028	0.2189	22.12
LAKE CO WATER AUTH	101,028	0	101,028	0.3229	32.62
N LAKE CNTY HOSP	C	0	0	0.0000	0.0
			TOTAL	20.3224	\$2,053.12
EVYING AUTHORITY	1. T			RATE	AMQUN
LEVYING AUTHORITY	,				
			ALOREM ASSESSM		
OMBINED TAXES AND ASSI			ALOREM ASSESSM		
OMBINED TAXES AND ASSI			ALOREM ASSESSM		
OMBINED TAXES AND ASSI If Paid By Dec 31, 2021		2			
COMBINED TAXES AND ASSI If Paid By Dec 31, 2021 Please Pay \$0.00 DAVID W. JORDAI AKE COUNTY TAX COLLECTOF	ESSMENTS: \$2,053.12 Paid 01/04/2022 Recei N NOTICE OF R 2021 Paid F	pt # 2021-0028 AD VALOREM TA Real Estate	8445 \$1, XES AND NON-A	1ENTS: 991.53 D VALOREM AS	\$0.00
OMBINED TAXES AND ASSI If Paid By Dec 31, 2021 Please Pay \$0.00 OAVID W. JORDAI AKE COUNTY TAX COLLECTOF AY IN US FUNDS TO DAVID If Paid By Dec 31, 2021 \$0.00	ESSMENTS: \$2,053.12 Paid 01/04/2022 Recei N NOTICE OF R 2021 Paid F	pt # 2021-0028 AD VALOREM TA Real Estate	8445 \$1, XES AND NON-A	1ENTS: 991.53 D VALOREM AS	
COMBINED TAXES AND ASSI If Paid By Dec 31, 2021 Please Pay \$0.00 CAVID W. JORDAI AKE COUNTY TAX COLLECTOR AY IN US FUNDS TO DAVID If Paid By Dec 31, 2021	ESSMENTS: \$2,053.12 Paid 01/04/2022 Recei N NOTICE OF R 2021 Paid F	pt # 2021-0028 AD VALOREM TA Real Estate	8445 \$1, XXES AND NON-A X 327 · TAVARES,	1ENTS: 991.53 D VALOREM AS FL 32778-0327	\$0.00
Please Pay \$0.00 OAVID W. JORDAI AKE COUNTY TAX COLLECTOF AY IN US FUNDS TO DAVID If Paid By Dec 31, 2021	ESSMENTS: \$2,053.12 Paid 01/04/2022 Recei N NOTICE OF R 2021 Paid F	pt # 2021-0028 AD VALOREM TA Real Estate	8445 \$1, XES AND NON-A	1ENTS: 991.53 D VALOREM AS FL 32778-0327	\$0.00

ESCROW CODE ALTERNATE KEY MILLAGE CODE ACCOUNT NUMBER 2517590 00E1 1119260100-053-00001 2021-00288445 \$1,991.53 Paid 01/04/2022 Receipt # 30

\$

DAVID W. JORDAN LAKE COUNTY TAX COLLECTOR NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS 2021 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
1119260100-053-01100		3285212	00E1

5

PRICKETT JOHN R JR PO BOX 1599 EUSTIS, FL 32727

EAST ORANGE AVE

EUSTIS, BEG 132 FT E OF SW COR OF BLK 53, RUN N 125.4 FT TOALLY, W 12.4 FT, S 40 FT, W 28.2 FT, S 29 FT, W 1.4 FT, S TOST, E 42 FT TO POB, B See Additional Legal on Tax Roll



PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602

AD VALOREM TAXES					
AXING AUTHORITY	the statement of the second statement of the second se	EXEMPTION AMT	TAXABLE VALUE	ALL REAL OF LOUGH TO A DATE OF LOUGH	The second of the second s
AKE COUNTY GENERAL	29,042	0	29,042		
AMBULANCE MSTU	29,042	0	29,042		
ENVIRON LAND PURCHASE	29,042	0	29,042	0.0918	2.6
PUBLIC SCHOOLS			20.000	2 50 40	101 5
BY STATE LAW	29,093	0	29,093		
BY LOCAL BOARD	29,093	0	29,093		
CITY OF EUSTIS	29,042 29,042	0	29,042 29,042		
AKE CO WATER AUTH	29,042	0	29,042		
N LAKE CNTY HOSP	0	0	0		0.0
			TOTAL	20.3224	\$590.5
EVYING AUTHORITY		an daga an ann an an an an an		RATE	AMOUN
EVYING AUTHORITY		NON-AD VA	LOREM ASSESSM		
OMBINED TAXES AND ASSES	SMENTS: \$590.55	NON-AD V	ALOREM ASSESSM		
Please Pay \$0.00	SMENTS: \$590.55 aid 01/04/2022 Raceip				
OMBINED TAXES AND ASSES If Paid By Dec 31, 2021 Please Pay \$0.00 P AVID W. JORDAN AKE COUNTY TAX COLLECTOR AY IN US FUNDS TO DAVID W	aid 01/04/2022 Receip NOTICE OF A 2021 Paid Re	t # 2021-0028 AD VALOREM TA eal Estate	8445 \$ XES AND NON-A	1ENTS: 572.83 D VALOREM AS	
DMBINED TAXES AND ASSES f Paid By Dec 31, 2021 \$0.00 Please Pay \$0.00 P AVID W. JORDAN AKE COUNTY TAX COLLECTOR AKE COUNTY TAX COLLECTOR AY IN US FUNDS TO DAVID W f Paid By Dec 31, 2021	aid 01/04/2022 Receip NOTICE OF A 2021 Paid Re	t # 2021-0028 AD VALOREM TA eal Estate	8445 \$ XES AND NON-A X 327 • TAVARES,	1ENTS: 572.83 D VALOREM AS FL 32778-0327	\$0.00
DMBINED TAXES AND ASSES f Paid By Dec 31, 2021 \$0.00 Please Pay \$0.00 P AVID W. JORDAN AKE COUNTY TAX COLLECTOR AKE COUNTY TAX COLLECTOR AY IN US FUNDS TO DAVID W f Paid By Dec 31, 2021	aid 01/04/2022 Receip NOTICE OF A 2021 Paid Re	t # 2021-0028 AD VALOREM TA eal Estate	8445 \$ XES AND NON-A	1ENTS: 572.83 D VALOREM AS FL 32778-0327	\$0.00

ACCOUNT NUMBER	RES	SCROW CO	DE ALT	ERNATE KEY	MILLAGE CODE	
1119260100-053-01100				3285212	00E1	
	Paid 01/04/2022	Receipt #	2021-00288445	\$572.83		31

PROPERTY RECORD CARD

General Information

Name:	PRICKETT JOHN R JR	Alternate Key:	3285212
Mailing	PO BOX 1599	Parcel Number: 0	11-19-26-0100-053-01100
Address:	EUSTIS, FL 32727-0599	Millage Group and City:	00E1 EUSTIS DOWNTOWN & EAST TOWN CRA
	<u>Update Mailing</u> Address	2021 Total Certified Millage Rate:	20.3224
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	E ORANGE AVE	Property Name:	
	Update Property Location	School Information:	School Locator & Bus Stop Map @ School Boundary Maps @
Property Description	ALLY, W 12.4 FT	32 FT E OF SW COR OF BLK , S 40 FT, W 28.2 FT, S 29 FT, PART OF LOT 11, 12 BLK 53	W 1.4 FT, S TO ST, E 42 FT

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deads or other legal instruments in the public records of the Lake County Clark of Court. It may not include the Public Land Survey Systam's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property tille. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Lir	e Land Use	Frontage	Depth	Notes	No. Units	Туре	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0	P/O LOT12	4408.000	Square Feet	\$0.00	\$29,093.00
С	lick here for Zoning Info	0.0			FEMA FI	ood Mar)	9

Miscellaneous Improvements

There is no improvement information to display.

\$

Sales History

NOTE: This section is not intended to be a complete chain of life. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clark of Court. Follow this link to search all documents by owner's name.

4570 / 1903 12/2014 Warranty Deed Unqualified Vacant \$25,000.00	Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
	4570 / 1903	12/2014	Warranty Deed	Unqualified	Vacant	\$25,000.00

Click here to search for mortgages, liens, and other legal documents.

Values and Estimated Ad Valorem Taxes o

Values shown below are 2022 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$29,093	\$29,093	\$29,093	5.0529	\$147.00
SCHOOL BOARD STATE	\$29,093	\$29,093	\$29,093	3.5940	\$104.56
SCHOOL BOARD LOCAL	\$29,093	\$29,093	\$29,093	2.9980	\$87.22

\$

LAKE COUNTY WATER AUTHORITY	\$29,093	\$29,093	\$29,093	0.3229	\$9.39
NORTH LAKE HOSPITAL DIST	\$29,093	\$29,093	\$29,093	0.0000	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$29,093	\$29,093	\$29,093	0.2189	\$6.37
CITY OF EUSTIS	\$29,093	\$29,093	\$29,093	7.5810	\$220.55
LAKE COUNTY MSTU AMBULANCE	\$29,093	\$29,093	\$29,093	0.4629	\$13.47
LAKE COUNTY VOTED DEBT SERVICE	\$29,093	\$29,093	\$29,093	0.0918	\$2.67
				Total: 20.3224	Total: \$591.23

Exemptions Information

This property is benefitting from the following exemptions with a checkmark \checkmark

Homestead Exemption (first exemption up to \$25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to \$500)	Learn More	View the Law
Blind Exemption (up to \$500)	Learn More	View the Law
Disability Exemption (up to \$500)	Learn More	View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption (\$5000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)		View the Law
Economic Development Exemption	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

NOTE: Information on this Property Record Cerd is completed and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Comatitution, Statules, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable life ownership or encombrances of the property, and assumes no liability associated with its use or misure. See the posted <u>Site Notice</u>.

\$

Copyright © 2014 Lake County Property Appraiser. All rights reserved. Property data last updated on March 21, 2022. Site Notice

PROPERTY RECORD CARD

General Information

Name:	PRICKETT JOHN R JR	Alternate Key:	2517590
Mailing	PO BOX 1599	Parcel Number: 0	11-19-26-0100-053-00001
Address: EUSTIS, 32727-15	EUSTIS, FL 32727-1599 Update Mailing	Millage Group and City:	00E1 EUSTIS DOWNTOWN & EAST TOWN CRA
	HUUIGSS	2021 Total Certified Millage Rate:	20.3224
		Trash/Recycling/Water/Info:	My Public Services Map
Location: AVE EUSTIS		Property Name:	Submit Property Name
	Update Property	School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	EUSTIS W 90 F 1299	FT OF S 59.1 FT OF BLK 53 PE	3 1 PG 79 ORB 603 PG

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriste uses or interpretations of the property description.

Land Data

Lir	e Land Use	Frontage	Depth Notes	No. Units	Туре	Class Value	Land Value
1	OFFICE 1 STORY (1700)	0	0	5310.000	Square Feet	\$0.00	\$40,887.00
C	lick here for Zoning	Info 0		FEM/	Flood	Map	

\$

Commercial Building(s)

Building 1

Commercial		Building Value: \$48,760.00 Building Use: OFFICE BLDG 1 Structure Type:	STORY (170	2)
Summar	y	Sec	ction(s)	
Year Built:	1936	Section Type	No. Stories	Ground Floor Area
Total Effective Area:	1545	COMMERCIAL CANOPY (COP) FINISHED LIVING AREA (FLA)	1.00 1.00	420 1125
Full Bathrooms:	0	Anta Parapaté Merundelle adell'Inter (Pares 17 In all'Alfan dit Fritte de Tra	e perse so ma to the ensurest strange to	View Lorgon
Half Bathrooms:	2			<u>View Larger</u>
Elevators:	0			
Elevator Landings:	0			
Residential Units:	0			
Kitchens:	0	8		

Fireplaces: 0

(1)P (4)U 9)



Building 1

Commercial

Building Value: \$58,712.00 Building Use: OFFICE BLDG 1 STORY (17C) Structure Type:

Summary		Sec	ction(s)	
Year Built:	1936	Section Type	No. Stories	Ground Floor Area
Total Effective Area:	1545	COMMERCIAL CANOPY (COP) FINISHED LIVING AREA (FLA)	1.00 1.00	420 1125
Full Bathrooms:	0		ман жана с «сийнал». «Тайман (йлай» 1 ма	Niew Lorgor
Half Bathrooms:	2			View Larger
Elevators:	0			
Elevator Landings:	0			(C0* (400 v)
Residential Units:	0			
Kitchens:	0			
Fireplaces:	0			
		FLA (1:13) #4	24	
		3		

Miscellaneous Improvements

No.	Туре	No. Units	Unit Type	Year	Depreciated Value
1	PAVING (CPAV1)	42	SF	1935	\$3,402.00

Values and Estimated Ad Valorem Taxes u

Values shown below are 2022 WORKING VALUES.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$93,049	\$93,049	\$93,049	5.0529	\$470.17
SCHOOL BOARD STATE	\$93,049	\$93,049	\$93,049	3.5940	\$334.42
SCHOOL BOARD LOCAL	\$93,049	\$93,049	\$93,049	2.9980	\$278.96
LAKE COUNTY WATER AUTHORITY	\$93,049	\$93,049	\$93,049	0.3229	\$30.05
NORTH LAKE HOSPITAL DIST	\$93,049	\$93,049	\$93,049	0.0000	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$93,049	\$93,049	\$93,049	0.2189	\$20.37
CITY OF EUSTIS	\$93,049	\$93,049	\$93,049	7.5810	\$705.40
LAKE COUNTY MSTU AMBULANCE	\$93,049	\$93,049	\$93,049	0.4629	\$43.07
LAKE COUNTY VOTED DEBT SERVICE	\$93,049	\$93,049	\$93,049	0.0918	\$8.54
				Total: 20.3224	Total: \$1,890.98

Exemptions Information

This property is benefitting from the following exemptions with a checkmark \checkmark

Homestead Exemption (first exemption up to \$25,000)	Leam More	View the Law	
Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law	
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law	
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	Learn More	View the Law	
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law	
Widow / Widower Exemption (up to \$500)	Learn More	View the Law	
Blind Exemption (up to \$500)	Learn More	View the Law	
Disability Exemption (up to \$500)	Learn More	View the Law	
Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law	
Veteran's Disability Exemption (\$5000)	Learn More	View the Law	
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law	
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law	
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law	
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law	
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law	
Conservation Exemption (amount varies)	Learn More	View the Law	
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law	
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)		View the Law	
Economic Development Exemption	Learn More	View the Law	


DIVISION OF DEPORATIONS an official State of Florida (release

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company HOMETOWN PROPERTY INVESTMENTS, LLC

Filing Information

Filing Information	
Document Number	L14000087997
FEI/EIN Number	47-3889193
Date Filed	06/02/2014
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	09/27/2017
Principal Address	
133 N. Grove St.	
Suite B	
Eustis, FL 32726	
Changed: 02/22/2022	
Mailing Address	
133 N. Grove St.	
Suite B	
Eustis, FL 32726	
Changed: 02/22/2022	
Registered Agent Name & A	Address
DIVENANZO, DANIEL F	
3333 Cypress Grove Dr	
Eustis, FL 32736	
Name Changed: 09/27/201	7
Address Changed: 02/22/2	022
Authorized Person(s) Detail	
Name & Address	
Title MGR	
DiVenanzo, Daniel F	

3333 Cypress Grove Dr Eustis, FL 32736

Title MGR

DiVenanzo, Andrew C 3333 Cypress Grove Dr Eustis, FL 32736

Annual Reports

Report Year	Filed Date
2020	06/07/2020
2021	03/15/2021
2022	02/22/2022

Document Images

02/22/2022 ANNUAL REPORT	View image in PDF format
03/15/2021 ANNUAL REPORT	View image in PDF format
06/07/2020 ANNUAL REPORT	View image in PDF format
04/10/2019 ANNUAL REPORT	View image in PDF format
04/26/2018 ANNUAL REPORT	View image in PDF format
09/27/2017 REINSTATEMENT	View image in PDF format
06/26/2016 ANNUAL REPORT	View image in PDF format
05/01/2015 ANNUAL REPORT	View Image in PDF format
06/02/2014 Florida Limited Liability	View image in PDF format

For the second state of the

\$

\$

Item 2.1



39





TO:	EUSTIS CRA BOARD
FROM:	TOM CARRINO, CITY MANAGER
DATE:	May 18, 2023
RE:	CRA RESOLUTION NUMBER 23-02: MASTER PLAN DEVELOPMENT PROFESSIONAL SERVICES AGREEMENT

Introduction

A Master Plan provides a conceptual layout to guide future growth and development. It outlines future land uses, building projects, community improvements and enhancements. The proposed development options included in the Master Plan will be based on the City's uniqueness, which is derived from public input, analysis of planning initiatives, existing development, physical characteristics, and social and economic conditions. Additionally, it will also outline budget requirements and provide funding recommendations.

Background

Eustis is committed to planning as a means of achieving its development and redevelopment goals to achieve sustainable future growth. Subsequently, at the direction of the Commission, staff issued an RFQ to identify a development partner to redevelop the 4.58-acre former Waterman Hospital site. As part of that RFQ, it was anticipated that a firm would be hired to produce a Master Plan that conceptualizes development opportunities for the entire downtown Eustis area.

The RFQ was issued on July 8, 2022. Two companies responded to the solicitation and a City staff review committee selected G3C2 as the top choice for redevelopment negotiations. The members of the City staff review committee were: Tom Carrino, City Manager, Rick Gierok, Public Works Director, Mike Lane Development Services Director, Al Latimer, Economic Development Director, Mike Sheppard, Finance Director, and Tracy Jeanes, Purchasing Director, as facilitator.

Following the selection of G3C2, the development team solicited firms to conduct the Master Plan. Representatives of G3C2 along with City staff interviewed GAI and MIG for Master Plan services. While both firms are capable of performing the work, City staff felt that MIG was the better fit. While moving forward with the Master Plan process,

staff will concurrently work with G3C2 on a partnership agreement as a precursor to the redevelopment of the site.

Budget Impact Analysis

The cost of the Master Plan is \$250,000, which the CRA is able to pay without any negative impacts to its FY 22-23 or 23-24 budgets. The CRA has sufficient funds reserved for future projects to cover the expense. Staff will also work with G3C2 to fund a portion of the project.

Timeline

The development of the Master Plan will take place in five phases over a nine-month period, beginning in June 2023 and ending in February 2024.

Overview of Activities

Here is an outline of the five phases that will be performed by the Master Plan Consultant. A full list of the multiple steps that will be conducted in each phase is attached in Appendix A, but the most prominent one is listed below.

- Phase 1: Discovery and Confirmation
 - Visioning

Phase 2: Generating Design Options

Conceptual Framework

Phase 3: Draft Master Plan

- Preliminary Design Guidelines
- Phase 4: Final Master Plan
 - Refinement and Detail

Phase 5: Design Actions

• Partnership Facilitation Strategy

Attachments:

CRA Resolution 23-02 with attached Master Plan Agreement

Prepared by:

Al Latimer, Economic Development Director

CRA RESOLUTION NUMBER 23-02

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF EUSTIS KNOWN AS THE DOWNTOWN AND EAST TOWN REDEVELOPMENT AGENCY; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH A CONSULTANT TO DEVELOP A DOWNTOWN MASTER PLAN; AUTHORIZING THE FINANCE DEPARTMENT OF THE CITY OF EUSTIS TO MAKE THE NECESSARY BUDGET AMENDMENTS TO BUDGET FOR AND FUND THE DOWNTOWN MASTER PLAN.

- WHEREAS, the Downtown and East Town CRA issued an RFQ to identify developers that would conceptualize designs, elements, and construction projects that could transform the former Waterman Hospital site in the downtown area into a vibrant mixed-use development; and
- WHEREAS, G3C2, was selected as the development firm to work with the Downtown and East Town CRA to, first conceive development options, then undertake construction projects that will make the envisioned improvements a reality; and
- WHEREAS, the RFQ included a requirement that a Master Plan outlining a vision for the development of both the former Waterman Hospital site and the entire downtown area be devised; and
- WHEREAS, the master plan process is conducted at the very beginning of development consideration, and provides a long-term perspective for guiding the sustainable, planned mixed-use growth of the downtown area; and
- WHEREAS, G3C2 conducted a bid solicitation process for a Master Plan consultant, and the top two candidates, GAI and MIG, were jointly interviewed by G3C2 and City Staff; and
- WHEREAS, MIG, Inc was selected as the firm to develop the Master Plan proposal for the development of the entire downtown area, including the former Waterman Hospital site; and
- WHEREAS, the Downtown and East Town CRA desires to engage the services MIG to develop a Master Plan; and
- **WHEREAS**, the master plan process and public engagement are in the best interests of the public health, safety, and welfare.

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

- 1. The City Manager is authorized to execute the necessary documents to move forward with the attached Downtown Development Master Plan Agreement.
- 2. The Finance Department of the City of Eustis is authorized to make the necessary budget amendments to budget for and fund the Downtown Development Master Plan Agreement.

DONE AND RESOLVED, this 18th day of May, 2023, in regular session of the Community Redevelopment Agency of the City of Eustis, Lake County, Florida.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland Chairperson

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 18th day of May, 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 Number:

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing CRA Resolution Number 23-02 is hereby approved, and I hereby 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

<u>CITY OF EUSTIS DOWNTOWN MASTER PLAN</u> <u>DEVELOPMENT AGREEMENT</u>

THIS AGREEMENT is entered into on this _____day of June 1, 2023 ("Effective Date"), by and between the CITY OF EUSTIS, LAKE COUNTY, FLORIDA, hereinafter "City," and MIG, INC., hereinafter "MIG".

In consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

1. <u>Scope of Services</u>

City hereby agrees to engage MIG, and MIG hereby agrees to perform the services set forth in Exhibit "A", Exhibit "B" and Exhibit "C" incorporated herein by reference and produce a Downtown Master Development Plan for the City. Any services not specifically described therein but which may be fairly implied as required thereby or necessary to complete the work for the use or purpose intended, shall be within the scope of services to be provided hereunder.

MIG shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in paragraph 2.

MIG shall complete the Services required under this Agreement on or before March 1, 2024, unless the parties mutually agree in writing to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of MIG's work, MIG agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with Tom Carrino, City Manager, and Al Latimer, Economic Development Director and City Manager's designee as Project Manager. MIG agrees that any information or documents, including digital GIS information, supplied by the City pursuant to paragraph 3, below, shall be used by MIG for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

MIG's conceptualized development projects shall convey to the City an irrevocable right of use for the City's future development, and MIG's role is limited to only those activities set forth in this Agreement. In any subsequent development agreement the construction contract and the contractor's contracts with subcontractors shall include provisions (a) describing MIG's role as stated in this Agreement with respect to construction; (b) requiring the contractor to indemnify the City and MIG on account of the contractor's faults and neglect; and (c) requiring the contractor to maintain adequate insurance as to any liability that may arise out of such indemnity obligation and name the City and MIG as additional insureds on such policy.

2. Standard of Care

MIG shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstances. The City shall not unreasonably withhold its approval as to the adequacy of MIG's performance. Upon notice to MIG and by mutual agreement between the parties, MIG will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

MIG shall not be responsible for the performance of the construction contract or the work or products, or any defects, deficiencies or effects resulting from any contractor, subcontractor, manufacturer, supplier, fabricator, consultant retained by the City, or other third party (including anyone working or acting on behalf of any third party of the foregoing) that is not under the direction or control of MIG. Nothing in this Agreement shall be construed as giving MIG responsibility for or the authority to control, direct, or supervise the construction, construction means, methods, techniques, sequences or procedures, or safety precautions, measures and programs.

3. <u>Responsibilities of the City</u>

The City shall provide all necessary information in its possession or control regarding requirements for Master Planning Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and MIG shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on its behalf with respect to this Agreement.

4. Compensation

The City shall pay MIG for all fees and expenses in an amount not to exceed a total of two hundred forty-nine thousand nine hundred ninety-nine dollars (\$249,999.00) based on the fees and reimbursable payment schedule set forth in Exhibits A and B. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to MIG within forty-five (45) days of receipt of invoice. MIG may submit monthly invoices to the City upon the completion of the Services described in paragraph 1. Such invoices shall be prepared in a form and shall be supported by documentation as the City may reasonably require. Invoices shall contain an itemized listing of reimbursable expenses, state when compensation is based on hourly rates, and a listing of technical labor hours and rates. Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the City's direction.

All invoices shall be sent to:

Al Latimer, Economic Development Director City of Eustis 10 N. Grove Street PO Box Drawer 68 Eustis, Lake 32726 latimera@eustis.org Additional services not set forth in paragraph 1, or changes in the Services must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses being incurred. The City shall not make payment for any unauthorized work or expenses.

MIG shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

5. <u>Appropriation of Funds</u>

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth in paragraph 7 herein.

6. Schedule

MIG shall perform the Services according to the schedule set forth in Exhibit C, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this Project Schedule shall not be exceeded, except for reasonable cause as mutually agreed in writing by the parties.

If MIG's ability to meet any of the specific milestone dates in the Project Schedule is adversely affected by the City's actions, untimely city or other government agency approvals, the actions of another consultant or other third party, or any force majeure events, then MIG shall not be responsible for any delays caused or costs incurred by such inability to meet the milestone dates detailed in Exhibit C.

7. Termination

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement after written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a cure plan acceptable to the other party.

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to MIG. MIG shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the MIG for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to MIG's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by MIG in connection with this Agreement shall become the property of the City, as set forth in paragraph 10 herein.

8. Identity of MIG

MIG acknowledges that one of the primary reasons the City selected MIG to perform the Master Planning Services described in this Agreement is the qualification and experience of the principal personnel whom MIG has represented will be responsible there for. MIG thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D-Principal Personnel, and such other personnel under contract and/or under the supervision of MIG. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The City reserves the right to reject any of MIG's personnel or proposed outside professional subconsultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

9. <u>Reuse of Instruments of Service</u>

All documents, including but not limited to, drawings, specifications and computer software prepared by MIG pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however, any reuse or modification without prior written authorization of MIG will be at the City's sole risk and without liability or legal exposure to MIG. The City shall indemnify, defend, and hold MIG harmless against all judgments, losses, claims, damages, injuries, and expenses arising out of or resulting from such unauthorized reuse or modification.

10. <u>Ownership of Documents and Intellectual Property</u>

All documents, drawings and specifications, including digital format files, prepared by MIG and furnished to the City as part of the Services shall become the property of the City. MIG shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of MIG.

11. Independent Contractor Status

During the entire term of this Agreement, MIG shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. MIG shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

12. Indemnification

MIG agrees to indemnify and hold harmless the City and its authorized agents, officers, and employees from and against all claims, damages, demands, actions, costs, and charges arising out of or by reason of MIG's performance or failure to perform this Agreement.

To the fullest extent permitted by law, the total aggregate liability of MIG to the City, and anyone claiming by, through or under the City in connection with or in any way related to the project or this Agreement shall in no event exceed \$1,000,000.00 (one million dollars).

13. Insurance

During the performance of any and all Services under this Agreement, MIG shall maintain the following insurance in full force and effect:

I. General Liability Insurance, with a minimum combined single limit of \$1,000,000.00 (one million dollars) for each occurrence and \$2,000,000.00 (two million dollars) in the aggregate.

- II. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000.00 (one million dollars) for each person and \$1,000,000.00 (one million dollars) for each accident.
- III. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000.00 (one million dollars) annual aggregate.
- IV. Workers' Compensation Insurance in accordance with Florida and federal law.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Florida. The City and its officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

MIG shall provide evidence of each insurance policy, through a certificate of insurance, to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which MIG may be held responsible for payment of damages resulting from MIG's provision of the Services or its operations under this Agreement. If MIG fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

14. Conflict of Interest

MIG declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. MIG agrees that no person having any such conflict of interest shall be employed in the performance of this Agreement.

15. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

16. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this paragraph shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

17. Assignment

Neither the City nor the MIG shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

18. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and MIG.

19. Governing Law and Venue

This Agreement shall be governed by Florida law. The forum or venue of any disputes arising under this Agreement shall be Lake County, Florida.

20. Non-Discrimination

MIG shall comply with City of Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

MIG understands that the City prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If MIG believes that a City employee engaged in such conduct towards MIG and/or any of its employees, MIG or its employees may file a complaint with the City department head in charge of the MIG's work, and/or with the City's human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

21. Compliance with Laws

In performing the Services under this Agreement, MIG shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, MIG shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

22. Furnishing of W-9.

Payment under this Agreement is contingent upon MIG furnishing City with a completed W-9 IRS tax form, which shall be attached hereto and incorporated herein. MIG shall cooperate with City in furnishing any additional information City may need to comply with rules and regulations of the Internal Revenue Service.

23. E-Verify

MIG shall register and participate in the Lake E-Verify System and comply with section 448.095, Florida Statutes, employment eligibility verification.

24. Notices

Any notice required by this Agreement shall be made in writing and sent to the individuals/addresses specified below:

CITY: City of Eustis City Attorney Sasha Garcia, Attorney Bowen|Schroth 600 Jennings Avenue Eustis, Lake 32726 <u>sgarcia@bowenschroth.com</u>

Copy to: Tom Carrino, City Manager 10 N. Grove Street PO Drawer 68 Eustis, FL 32726 carrinot@eustis.org

MIG, INC.: Jay Renkens, AICP 518 17th Street, Suite 630 Denver, CO 80202

Nothing contained in this paragraph shall be construed to restrict the transmission of routine communications between City representatives and MIG.

25. Intent to be Bound

The City and MIG, as parties to this Agreement, each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and in the case of a partnership, its partners, to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

26. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and MIG. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

27. Non-Collusion

MIG is required to certify that it has not, nor has any other member, representative, or agent of MIG, entered into any combination, collusion, or agreement with any person relative to the price

to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Signatures:

IN WITNESS WHEREOF, the parties hereto execute the foregoing instrument as of the day and year first above written.

CITY OF EUSTIS

Tom Carrino, City Manager City of Eustis

MIG, INC.

Jay Renkens, Principal MIG, Inc.

EXHIBIT A AND B A: Scope of Work B: Project Costs

Plan for Development of the Central Business District for City of Eustis Downtown Area <u>project</u> <u>cost</u>

		Plan & E	wn Master ngagement ead		chitecture scape Lead	Overall Market & Economics Lead	Direct	Fees
		MIG	Totals	w	Totals	Johnson Consulting	Costs	Totals
Phase 1	: Overall Visioning, Engagement, and Downtown Plan Framew	Hours	Fee	Hours	Fee	Fee		
Task 1.1	Kick-Off and Team Building							
1.1.1	Project Kick-Off Meeting	4	\$850	4	\$650	\$800	\$1,600	\$3,900
1.1.2	Project Management Plan (including updated schedule)	5	\$875	0	\$0	\$0	\$0	\$875
1.1.3	Bi-Weekly Virtual Project Management Team (PMT) Meetings	36	\$6,900	12	\$1,950	\$1,200	\$0	\$10,050
1.1.4	In-Person Project Team Meetings	48	\$10,200	16	\$2,600	\$2,400	\$4,800	\$20,000
1.1.5	Ongoing Project Management and Coordination	48	\$8,700	16	\$2,600	\$0	\$0	\$11,300
Task 1.2 1.2.1	Visioning Stakeholder Group Visioning Meetings (1 virtual and 1 in-person)	20	\$3,500	0	\$0	\$0	\$1,600	\$5,100
1.2.1	Community Workshop (virtual and in-person)	20	\$4,700	0	\$0	\$0	\$1,000	\$5,900
1.2.3	Focus Group Roundtables (8)	20	\$4,000	0	\$0	\$1,200	\$800	\$6,000
1.2.4	Online Questionnaire #1	20	\$3,500	0	\$0	\$0	\$0	\$3,500
1.2.5	Study Area Walking and Biking Tours (1 each)	10	\$2,000	0	\$0	\$0	\$0	\$2,000
1.2.6	Draft and Revised Vision and Goals	10	\$1,750	0	\$0	\$0	\$0	\$1,750
Task 1.3	Site and Context Analysis							
1.3.1	Site Tour with Project Team	4	\$1,100	8	\$1,300	\$1,200	\$0	\$3,600
1.3.3	Document Recent Efforts and Current Direction for Plan Elements	24	\$3,600	0	\$0	\$0	\$0	\$3,600
1.3.4	Economic Market Analysis (focus on Housing, Commercial and Retail)	4	\$600	0	\$0	\$22,500	\$0	\$23,100
1.3.5	Downtown Profile	34	\$5,350	0	\$0	\$0	\$0	\$5,350
Task 1.4	Ongoing Community and Stakeholder Engagement							
1.4.1	Engagement Strategy and Situational Analysis	10	\$1,750	0	\$0	\$0	\$0	\$1,750
1.4.2	Project Branding, Taglines, & Key Messages	34	\$5,350	0	\$0	\$0	\$0	\$5,350
1.4.3	Project Questionnaire #2	18	\$2,950	0	\$0	\$0	\$0	\$2,950
1.4.4	Stakeholder Group Meetings (3 additional in-person + 2 additional	24	\$5,100	0	\$0	\$0	\$2,400	\$7,500
1.4.5	virtual) Social Pinpoint Online Activities	12	\$1,800	0	\$0	\$0	\$0	\$1,800
1.4.6	Phase 2 and Phase 3 Community Meetings (2 additional total)	52	\$9,300	16	\$2,100	\$0	\$2,409	\$13,809
	Update Downtown Vision and Framework (including land use, urban		1.000.000000	10				
Task 1.5	design, circulation, and identity)	28	\$4,700	4	\$650	\$2,000	\$0	\$7,350
Phase 2	Subtotal Waterman Site Conceptual Design and Refinement	493	\$88,575	76	\$11,850	\$31,300	\$14,809	\$146,534
	Waterman Site Design Vision	6	\$1,400	24	\$3,400	\$2,000	\$0	\$6,800
	Site Design Concepts (Private Development and Public Realm)	-	.,			42,000		40,000
2.2.1	Concept Design Options, Site Plans, Sections, and Elevations	2	\$550	52	\$6,700	\$0	\$0	\$7,250
2.2.2	3D Concepts and Precedent Imagery	6	\$1,150	52	\$6,700	\$0	\$0	\$7,850
2.2.3	Program Summary	3	\$700	12	\$1,700	\$1,500	\$0	\$3,900
2.3.4	Perspective Sketches/Renderings	5	\$875	49	\$5,400	\$0	\$0	\$6,275
2.3.5	Material Boards and Landscape Elements (including list of info and	0	\$0	10	\$1,250	\$0	\$0	\$1,250
Tack 2.2	strategies) Marketing and Branding Plan	28	\$4,700	0	\$0	\$0	\$0	\$4,700
1d5K 2.3	Subtotal		\$9,375	199	\$25,150	\$3,500	\$0	\$38,025
Phase 3	: Waterman Site Supporting Details and Design Guidelines	50	ψ3,375	133	φ20,100	\$5,500	φu	400,020
State of the second second	Preferred Site Development Concept (program and graphics)	6	\$1.150	48	\$5,800	\$0	\$0	\$6,950
	Multimodal Mobility and Parking Diagram and Strategies	40	\$6,500	2	\$200	\$0	\$0	\$6,700
	Utility and Infrastructure Diagram and Strategies	40	\$6,500	2	\$200	\$0	\$0	\$6,700
	Detailed Public Realm and Landscape Concept	2	\$550	32	\$4,200	\$0	\$0	\$4,750
	Preliminary Design Guidelines for the Site	28	\$4,700	0	\$0	\$0	\$0	\$4,700
	Subtotal		\$19,400	84	\$10,400	\$0	\$0	\$29,800
Task 4:	Draft and Final Downtown Master Plan							
Contract of Contract of Contract	Refined Master Plan and Infrastructure Plan	16	\$2,900	8	\$800	\$0	\$0	\$3,700
	Public Realm and Urban Design Refinement and Detail	18	\$2,950	16	\$1,600	\$0	\$0	\$4,550
	Draft & Final Master Plan Presentation	18	\$2,950	0	\$0	\$0	\$0	\$2,950
Task 4.4	Final Master Plan Report	13	\$2,075	0	\$0	\$0	\$0	\$2,075
	Subtotal	65	\$10,875	24	\$2,400	\$0	\$0	\$13,275
Contraction of the local distance	: Implementation Actions			_				
	Regulatory Framework	20	\$3,500	0	\$0	\$0	\$0	\$3,500
	Economic and Funding Strategies for Public Improvements	1	\$275	0	\$0	\$4,800	\$0	\$5,075
	Infrastructure Improvements Prioritization	5	\$875	2	\$200	\$0	\$0	\$1,075
	Partnership Facilitation Strategy Zoning Update Recommendations	1 28	\$275 \$4,700	0	\$0 \$0	\$2,400 \$0	\$0 \$0	\$2,675 \$4,700
1 don 0.0	Subtotal	28 55	\$9,625	2	\$200	\$7,200	\$0	\$4,700
					4400	4.1200	4.5	1.1020
SUBTO	TAL	818	\$137,850	385	\$50,000	\$42,000	\$14,809	\$244,659
	TAL Markup (Administrative for Subconsultants and Direct Costs)	818	\$137,850	385	\$50,000	\$42,000	\$14,809	\$244,65 \$5,340

EXHIBIT C

schedule Plan for Development of the Central Business District for City of Eustis Downtown Area

				~~~~				3	2
				2023				**	2024
	5 12 19 26	3 10 17 24 31	7 14 21 28 /	4 11 18 25 2	9 16 23 30	6 13 20 27	4 11 18 25	1 8 15 22 2	29 5 12 19 26
Phase 1: Discovery and Confirmation									
Task1.1 Kick-Off and Team Building									
Task1.2 Visioning									
Task1.3 Site and ContextAnalysis									
Task1.4 Ongoing Community and StakeholderEngagement									
Phase 2: Generating Design Options									
Task2.1 Update Downtown Framework									
Task2.2 Advancing Site Design									
Task2.3 Public Realm Focus									
Task 2.4 Marketing and Branding Plan							_		
Phase 3: Draft Master Plan									
Task 3.1 Draft Master Plan and Infrastructure Plan Preparation									
Task3.2 Conceptual Public Realm and Landscape									
Task 3.3 Preliminary Design Guidelines for the Site									
Task4: Final Master Plan									
Task 4.1 Refined MasterPlan and Infrastructure Plan									
Task4.2 Public Realm and Urban Design Refinement and Detail									
Task 4.3 Draft MasterPlan Presentation									
Task 4.4 Final Master Plan Report									
Task 4.5 Final MasterPlan Presentation									
Phase 5: Design Actions									
Task 5.1 Regulatory Framework									
Task 5.2 Economic and Funding Strategies for Public Improvements									
Task 5.3 Infrastructure Improvements Prioritization									
Task 5.4 Partnership Facilitation Strategy									
Task5.5 Zoning Update Recommendations									

Meeting Preparations Meeting Preparations Community Meeting Analysis, Design and Drafting Deliverable

**EXHIBIT D** 

58



#### EDUCATION

- » MURP, Portland State University
- » MS, Psychology of Health and Exercise, Purdue University
- » BS, Health Promotion and Wellness, University of Wisconsin, Stevens Point

#### **PROFESSIONAL AFFILIATIONS**

- American Planning Association (APA)
- » American Certified Institute of Planners (AICP)
- » Urban Land Institute
- » International Downtown Association

#### Jay Renkens, AICP

#### PRINCIPAL-IN-CHARGE | MIG

Jay Renkens is a planning and design leader with national experience in master planning, downtowns, placemaking, urban revitalization, and waterfronts. While researching health and motivational theory, Jay was struck by the significant influence that the environment has on people's choices and behavior, and he has sought to shape environments for the better ever since. Although his original studies are behind him, they still form the lens that Jay uses in taking a holistic approach to optimizing social, economic, and physical wellness for the greatest number of people. He strives to integrate equity into planning and design and to address the unintended consequences of gentrification such as displacement and the losses of culture and authenticity. Jay can distill concepts and articulate complex ideas in written, verbal, and visual communications that provide a common foundation for decision-making. He has successfully led projects from high-level vision to implementation by facilitating client, community, and stakeholder collaboration, consensus, and engagement. Jay's management, design, and planning skills have contributed to transformational change in communities throughout the country from San Antonio to Boston, Portland to Charlotte, and Spokane to Denver.

#### SELECTED PROJECT EXPERIENCE

- » North Tryon Vision Plan, Charlotte, NC
- » Downtown Madison Strategic Plan, Madison, WI
- » Northglenn Civic Center Master Plan, Northglenn, CO
- » Downtown Boulder Vision Plan, Boulder, CO
- » Imagine Downtown Master Plan, Colorado, Springs, CO
- » Denver Downtown Area Plan, Denver, CO
- » San Marcos Comprehensive Plan, San Marcos, TX
- » Spokane Downtown Design Plan, Spokane, WA
- » San Antonio Downtown and Midtown Area Plans, San Antonio, TX
- ³ Heart of Golden Civic Campus Master Plan, Golden, CO
- » Boston Downtown Crossing Revitalization Strategy, Boston, MA
- » Upper Downtown Plan, Denver, CO
- » Ocala Midtown Master Plan, Ocala, FL
- » Center City Vision Plan, Charlotte, NC
- » Downtown Superior (Superior Town Center) Planning and Design, Superior, CO
- » Lone Tree City Center Subarea Plan, Lone Tree, CO
- » Historic Firestone Design Guidelines, Firestone, CO
- » Colorado Convention Center Master Plan, Denver, CO



#### EDUCATION

- » BArch, Cornell University
- » MLandArch, University of Pennsylvania

#### REGISTRATIONS

- » Registered Architect: NY, MD, NJ, TX, FL
- » NCARB Certified
- » Registered Landscape Architect: NY, MD, MO-pending
- » CLARB Certified

#### AWARDS

- » American Architecture Award The Chicago Athenaeum St Petersburg Pier Approach
- » ASLA-NY Merit Award ASLA NY Chapter St Petersburg Pier Approach
- » ENR Southeast's Best Projects Award
- » Best Project in Landscape / Urban Development St Petersburg Pier Approach
- » Rosa Barba Prize Selection 11th Barcelona Biennale
- » Special Mention: Public Projects A+Firms Awards, Architizer

# Barbara Wilks, AIA, PLA

#### ARCHITECT / LANDSCAPE ARCHITECT | W

Barbara Wilks, principal and founder of W, is a leader in the field of design. Beginning her career as an architect and obtaining prominence for her design skills, she soon realized that her interests in public space linked with the profession of landscape architecture. Now as an architect and landscape architect, Barbara uses her leadership skills to realign nature and communities.

Barbara has won many awards for her work and was elected to both the College of Fellows of the American Institute of Architects and the American Society of Landscape Architecture for her design accomplishments. Her projects range in scale from urban plans and public spaces to infrastructure and architecture.

#### SELECTED PROJECT EXPERIENCE

- » St Petersburg Pier Approach, St Petersburg, FL
- » The Blue Pier, St Petersburg, FL
- » Julian B Lane Park & Tampa River Center, Tampa, FL
- » JB Lane Riverside Park, Tampa, FL
- » West Harlem Piers Park, New York, NY
- » The Edge Waterfront Park, Brooklyn, NY
- » Tide Point Park and Master Plan, Baltimore, MD
- » Troy Riverfront Park & Master Plan, Troy, NY
- » Villahermosa Lagoons, Villahermosa, Mexico
- » Reimagining Recreation 2040, New York, NY
- » Shore Parkway, Brooklyn, NY
- » Westport Public Library Riverfront Landscape, Westport, CT
- » Rebuild by Design, New York, NY
- » West Street, Brooklyn, NY
- » St Patrick's Island Calgary, AB
- » Villiers Island Landscape Master Plan Toronto, ON
- » Calgary Riverfront Park, Calgary, AB
- » USS Constellation, Baltimore, MD
- » Edgewater Riverfront Park, Edgewater, NJ
- » Red Hook Integrated Flood Protection System, Brooklyn, NY



#### EDUCATION

- » MBA Finance, Florida State University
- » BA, Real Estate & Hospitality, Florida State University

#### **PROFESSIONAL AFFILIATIONS**

- International Association of Venue Managers (IAVM)
- Destination Management Association International (DMAI)
- International City/County Management Association (ICMA)
- » International Economic Development Council (IEDC)
- » Managers World Trade Centers Association (MWTCA)
- » Urban Land Institute (ULI)

# Charles H. Johnson IV

#### ECONOMIC / REAL ESTATE DEVELOPMENT | JOHNSON CONSULTING

Charles Johnson is an internationally recognized real estate consultant with over 35 years of experience in general real estate, hospitality, convention, and performing arts consulting. He has worked on over 1,000 public assembly and destination development consulting assignments in the U.S. and abroad. He has participated in various aspects of operational and sales enhancements strategies for Convention Centers, CVBs and hotels, which has allowed him to develop an extensive knowledge of operations, marketing and sales, and performance enhancement of destinations, convention facilities, and hotels. His widespread experiences provide him with knowledge of industry best practices as well as case studies to draw from when analyzing market and feasibility studies and reviewing operating performance. This has earned him an international reputation among tourism and convention center professionals.

#### SELECTED PROJECT EXPERIENCE

- » Miami Beach Center Redevelopment, Miami Beach, FL
- » City of Daytona Beach E-Zone Master Plan, Daytona Beach, FL
- » Economic and Fiscal Impact Analysis for TIF District Jacksonville Live! Sports and Entertainment District, Jacksonville, FL
- » Conference Center Market & Economic Impact Study, Coco Beach, FL
- » Orange County Convention Center Expansion Program Evaluation, Orange County, FL
- » Arts & Cultural Center Economic Impact Analysis, St. Johns County, FL
- » Convention Center Planning Advisory Services, Palm Beach, FL
- » Grand Panama Convention Center & Headquarters Hotel Feasibility Study and Funding Strategies; Multiple Engagements, Panama City Beach, FL
- » Volusia County Fair & Expo Center Expansion Study, Volusia County, FL
- » Ocean Center Expansion, Daytona Beach, FL
- » Market Analysis And Feasibility Study for a Convention Center, Dekalb County, GA
- » Business Plan for a Proposed Mixed-Use Urban Village and Park in Downtown Minneapolis, Minneapolis, MN
- » Pro Iowa Stadium and Mixed-use District Feasibility and Economic Impact Study, Des Moines, IA

Item 2.2



- TO: EUSTIS CRA Board
- FROM: Tom Carrino, City Manager
- DATE: May 18, 2023
- RE: CRA General Update

## Introduction:

Staff will provide a General Update for the CRA.