



# AGENDA

## City Commission Meeting

6:00 PM – Thursday, November 17, 2022 – City Hall

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### INVOCATION

PLEDGE OF ALLEGIANCE: COMMISSIONER LEHEUP-SMITH

### CALL TO ORDER

### ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

#### 1. AGENDA UPDATE

#### 2. APPROVAL OF MINUTES

##### 2.1 Approval of Minutes

July 29, 2021 City Commission Workshop  
November 3, 2022 Regular City Commission Meeting.

#### 3. PRESENTATIONS

3.1 Donation to Eustis Junior Panthers

#### 4. AUDIENCE TO BE HEARD

#### 5. CONSENT AGENDA

5.1 Resolution Number 22-81: Axon Enterprise, Inc. Contract Renewal

5.2 Resolution Number 22-85: Edward Byrne Memorial Justice Assistance Grants (FY2021-JAGD-8C015)

5.3 Resolution Number 22-88: Approving a Purchase for Construction Administration Services for the Eastern WWTF Pond Liner Replacement Project

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

6.1 Resolution Number 22-84: Waste Management Rates

6.2 Resolution Number 22-86: Reduction of fine/release of lien and dismissal of foreclosure action against 1000 South Bay Street (Colonial Inn Motel), Case #19-01297

6.3 Resolution Number 22-87: Authorizing a Commercial Property Assessed Clean Energy (C-PACE) Program within the City of Eustis allowing Commercial Property Owners access to financing through a non-ad valorem assessment

6.4 Ordinance Number 22-35: Amendment to the City of Eustis Comprehensive Plan creating a Rural Residential Transitional (RRT) Land Use District in The Future Land Use Element and removing Map 19 (JPA Boundary) and references.

6.5 Ordinance Number 22-36: Amendment to the City of Eustis Land Development Regulations: Amending Chapter 109 Land Use Districts and Design District Overlays, Section 109-2.2 Districts Enumerated, 109-3 Land Use District Development Intensity 109.4 Use Regulations Table and Amending Chapter 110 Development Standards,

Section 110-4.0. Homestead Lot, Sec. 110-4.1. Estate Lot; Sec., 110-4.2. House Lot and Adding Section 110-5.17

**6.6** Ordinance Number 22-37: Planned Unit Development Overlay and Master Plan for the Taylor Morrison Planned Unit Development

**7. OTHER BUSINESS**

**7.1** Consideration of Sponsorship for Lake Cares

**7.2** Lake Sumter Land Request

**8. FUTURE AGENDA ITEMS**

**9. COMMENTS**

**9.1 City Commission**

**9.2 City Manager**

**9.3 City Attorney**

**9.4 Mayor**

**10. ADJOURNMENT**

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

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

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



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Christine Halloran, City Clerk

DATE: November 17, 2022

RE: Approval of Minutes

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**Introduction:**

This item is for consideration of the minutes for the following meetings: July 29, 2021 City Commission Workshop and November 3, 2022 Regular City Commission Meeting.

**Background:**

N/A

**Recommended Action:**

Approval of the minutes as submitted.

**Policy Implications:**

None

**Prepared By:**

Christine Halloran, City Clerk



# MINUTES

## City Commission Workshop

5:00 PM - Thursday, July 29, 2021 - Community Building

CALL TO ORDER: 5:01 P.M.

### ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

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

### 1. WORKSHOP ITEMS WITH COMMISSION DISCUSSION AND DIRECTION

#### 1.1 Review of Proposed Comprehensive Plan Amendment 2021-CPT-01 (Ordinance Number 21-10)

Lori Barnes, Development Services Director, reviewed the proposed comprehensive plan text amendment and the history of its consideration and cited the various specific amendments including: 1) Add a Property Rights Element as required by state law; 2) Add language to the Future Land Use Element to provide for a possible transfer of development rights program (TDR) for the Central Business District; 3) Eliminate the following: arbitrary and redundant language, unnecessary administrative policy provisions, specificity more appropriate for the LDRs; and financial commitments not in the best interest of the Eustis taxpayers; 4) Amend the Future Land Use Map Series; and 5) Reduce exposure in the event of litigation.

Ms. Barnes explained that the amendment to the Future Land Use would eliminate Map #19 – the Eustis - Lake County Future Land Use Joint Planning Area Map. She presented the City's future land use map and stated that the joint planning area map included in the Comprehensive Plan is an excerpt from the Lake County Future Land Use map and shows future land uses for properties outside the City limits. She stated that Map #19 is not required to be in the Comprehensive Plan, was not included as a result of any discussion or negotiation with Lake County and the land uses shown are Lake County land uses and it is inconsistent with the City's Future Land Use Element and FLU Element Appendix.

Ms. Barnes then explained the Future Land Use Element Appendix and the Future Land Use table have been amended to do the following: 1) Update impervious surface area maximums; 2) Clarify Mobile Home (MH/RV) land use; 3) Eliminate Rural Residential and Agricultural land use designations; and 4) Include references to allow the CBD TDR program in the future.

Ms. Barnes stated that the impervious surface area ratio is planned to increase from 40% to 50% but even at 50% Eustis will still have a lower impervious

surface area ratio than Mount Dora, Tavares, Lake County's Urban Low designation and Leesburg. She then explained the proposed elimination of the Rural Residential future land use stating that there are only about 30 properties designation as Rural Residential and added that Suburban Residential accommodates the majority of residential development within the City limits. She indicated that designation does allow up to five dwelling units per acre, not one to five. She added that, paired with a Suburban Neighborhood design district, an owner could have an estate lot of up to three acres. She also stated that paired with Rural Neighborhood designation, they could have an estate lot of up to three acres or a homestead lot with no maximum acreage.

Ms. Barnes stated that the amendment would assist the City apply densities that will allow for the provision of cost-effective public services. Basic planning principles indicate that lot sizes where water and sewer do not exist should be limited to no more than four units per acre so greater density is warranted for cost-effective provision of utility service where both water and sewer are provided.

Ms. Barnes then commented on the proposed elimination of the Agricultural future land use district and noted that there are only two properties within the City with that designation. She indicated that properties that meet the criteria for annexation should be suitable for urbanization and added that agricultural uses may still be allowed under a conditional use permit approved by the Commission. She added that properties annexed into the City from the County that have pre-existing agricultural uses are considered legally nonconforming and would be allowed to continue.

Ms. Barnes reviewed changes to the Conservation, Economic Development and Housing Element stating that redundant language and specificity more appropriate to the LDR's was removed, cross references to other elements were added and references to specific organizations were updated.

Regarding the Intergovernmental Coordination Element, Ms. Barnes noted the elimination of duplicative and redundant language and elimination of provisions related to financial commitments not clearly in the best interest of the Eustis taxpayers as well as elimination of provisions regarding the use of school facilities by the City as there is no interest on the part of the Lake County School Board to facilitate shared use. She indicated that doesn't mean the City can't pursue that in the future; however, it doesn't need to be in the Comprehensive Plan for that to occur.

She noted the required addition of the Property Rights Element and reviewed the amendments to the Recreation and Open Space Element including elimination of duplicative and unnecessary language, addition of cross references to other element and addition of a provision that a Parks Master Plan and Bicycle and Pedestrian Master Plan shall be developed by 2035.

Ms. Barnes reviewed the amendments to the Transportation Element noting the elimination of unnecessary administrative policy provisions, duplicative and unnecessary language, elimination of the policies regarding two-way

conversion of Bay and Grove Streets, and clarification of the Rural Development Pattern. She added that the future land use map series would be updated to include the 2035 Future Land Use Map and Map #19 would be eliminated. She commented on previous discussion regarding the possibility of adopting a visionary plan for the unincorporated area but that is not required.

Ms. Barnes concluded stating that with the adoption of the text amendment the Comprehensive Plan will be more consistent internally, duplicative language would be removed, it will be more consistent with the City's long range plans, the City would no longer be at a competitive disadvantage with other communities regarding intensities, exposure to litigation would be reduced and the changes should help direct development to the municipality, reducing pressures outside of the Eustis Urbanized Area.

Commissioner Cobb acknowledged she asked for the workshop due to needing some additional information regarding Map #19. She stated she had asked the City Attorney to determine if the County had ever adopted Map #19 and was told "no".

Ron Neibert, City Manager, explained that the Map #19 is an excerpt of the Lake County Future Land Use Map as it was when adopted. He stated that after the City adopted its comprehensive plan, Lake County adopted their future land use joint planning area map. He indicated that the map is in conflict with the remainder of the City's comprehensive plan.

Commissioner Cobb commented on previous discussions regarding elimination of the rural residential and agricultural land uses. She suggested looking at allowing 3 units to 3.5 units per acre to the east.

Mr. Neibert responded that the City's current code already allows for that other than the livestock. He recommended adopting the amendment but including an authorization to allow some of the more agricultural uses.

Ms. Barnes stated that approving the amendment does not stop the City from continuing to negotiate or from adopting additional amendments in the future. She noted there is more flexibility in the Land Development Regulations stating they could add a new rural design district designation and change the lot typologies permitted. She indicated they could also provide in the permitted use table additional uses they may want to see allowed.

Commissioner Cobb expressed agreement with that. She confirmed that the City can amend the comprehensive plan at any time.

Commissioner Hawkins asked Ms. Barnes what she would do if it was just her responsibility and she responded that she would approve the amendment and continue to work with the County.

Commissioner Hawkins asked what she saw to the east of the City with Ms. Barnes responding she sees the City providing utilities and explained the importance of the City providing utilities to as much vacant land within the

City's joint planning area as possible to avoid the continuation of development with septic systems.

Commissioner Hawkins then asked what is the happy medium between the City and the residents to the east with Ms. Barnes responding that everyone has property rights. She indicated that the developers have one agenda and the surrounding property owners have another. She emphasized that she is not an elected official and it is not her place to talk about the vision of the City. She stated that there are opportunities for compromise and she would love to see the City work toward those.

Vice Mayor Lee asked if the proposed amendment would eliminate the ability of people to grow their own food or would there be opportunity for that.

Ms. Barnes responded that the City does not regulate home gardens and those are permitted under state law. She indicated that if someone wants to have livestock or fowl, they can submit a request for a conditional use permit. She commented on why prior Commissions may have maintained that requirement in the code.

Vice Mayor Lee asked if a certain area could be designated that would allow that type of lifestyle with Ms. Barnes responding that could be done. She explained how a developer could be granted that permission under a preliminary plat for an entire development.

Commissioner Cobb expressed concern about requiring people to have to come before the Commission to get permission all the time. She expressed support for having a designation for that rather than using the conditional use permit.

Mr. Neibert explained those things can be done without a wholesale change to the LDR's or the comprehensive plan. He stated that all of the issues discussed could be done legislatively without wholesale amendments.

Vice Mayor Lee asked why they should eliminate the Rural Residential and Agricultural designations with Ms. Barnes responding that cities are intended to be urban and dense. She explained that Rural Residential designation within the City provide for large lot development at one unit per acre. She emphasized that one unit per acre makes it difficult for the City to provide cost effective public services. She added that the City has very few properties within a Rural Residential land use designation and some of those do not meet the minimum requirements for Rural Residential at one unit per acre. She indicated she was unsure how those were designated as such in the past. She then stated that under the Suburban Residential land use designation someone can have one unit per acre or one unit to three acres or five acres if you are in a rural design district. She stated the Rural Residential land use designation is little used and is unnecessary because someone can do the same type of development under Suburban Residential.

Regarding the Agricultural designation, Ms. Barnes indicated there are only two properties in the City designated Agricultural. She cited the two properties and stated that neither needs to be designated Agricultural in order to have an agricultural use or to receive an agricultural tax exemption. She summarized stating that cities are intended to be urban in nature. She added there are areas in Lake County way to the east that are more appropriate for agricultural uses and would not have a detrimental impact on the City's residents. She further stated that the City could consider providing a special design district area to be set aside on the periphery on the Eustis urbanized area for those types of uses without retaining the two designations in the Comprehensive Plan.

Mayor Holland stated public comment would not be allowed during the workshop but they may attend the next Commission meeting and provide input. He then explained why the Commission and staff are currently wearing masks due to certain staff members having contracted Covid. He asked members of the public to leave the building prior to the Commission for their own safety.

## 1.2 Review of Code Enforcement Process

Ms. Barnes provided an overview of the City's code enforcement process. She explained the purpose of code enforcement and stated the intent is to obtain voluntary compliance to the extent possible by educating the public and utilizing informal methods first including courtesy letters. She then reviewed the formal code enforcement process if the violator does not come into compliance voluntarily. She commented on the CRA Board citing state statute that establishes the makeup of the board.

Ms. Barnes noted that the Board chair is present at the meeting - Alan Paczkowski. She then reviewed the state statute pertaining to maximum fines. She explained that the Board generally only applies the maximum fines to the more egregious violations such as building code violations, unsafe structures, work without permits, public nuisances, façade violations and severely overgrown properties. If compliance is not achieved by the deadline, the order imposing fine is recorded in the public record, constituting a lien against the property. She explained after three months, the Board can authorize the City Attorney to seek foreclosure which must go to the Commission for approval. She noted that the City cannot foreclose on homestead property. She explained that assessed fines may be reduced to increase the chances of collection to help recover expenses, to avoid legal expenses and to create goodwill. She then reviewed code enforcement statistics from the past calendar year. She compared the number of violations coming from citizen complaints versus those from staff surveillance. She stated that the Code Enforcement staff has achieved an 88.5% voluntary compliance rate and a 96% overall compliance rate. She noted that only 174 out of 1520 violations were elevated to the Code Enforcement Board.

Ms. Barnes commented that sometimes Code Enforcement staff can be stern but that can be necessary to obtain compliance. She urged Commissioners and residents to contact the Code Enforcement Supervisor with any questions and they can provide the history of a property's violations. She then reported



that, effective July 1st, state statutes require anyone that reports a violation provide their name and address in order for staff to investigate the complaint.

### 1.3 Review of Site Plan Approval Processes and Fees

Ms. Barnes presented an overview of the City's site plan review process and application fees including administrative site plan approval, site plan approval, preliminary plat and modifications to an already approved plan. She reviewed the options for site plan approval and related fees.

The Commission asked what would constitute a modification with Ms. Barnes explaining it could mean many things including an addition, addition of a parking lot or change in the site conditions.

She explained that the administrative site plan review and approval process was adopted to facilitate minor redevelopment.

Commissioner Cobb asked if a change of use is governed by the state or city.

Ms. Barnes explained that the Florida Administrative Code and Florida Building Code requires that a new certificate of occupancy be issued if there is a change of use so that is under state law. She further explained that the administrative site plan approval process may not be imposed depending on the intensity of the change.

Ms. Barnes continued reviewing the administrative site plan review process and described what might be allowed under that process. She explained that the Development Review Committee (DRC) has the authority to grant some waivers under the administrative site plan review process. She stated that the DRC committee is very careful with the granting of waivers. She stated there is a table in the code to determine if a modification is minor or will require Commission approval. She presented the modification table and explained what constitutes a major modification.

Ms. Barnes then reviewed the site plan and preliminary plat process. She explained how staff addresses a development application with an applicant and waive those items that may be unnecessary for various reasons. She cited those waiver requests that must be addressed by the Commission and noted that staff may request some type of mitigation for some waivers. She then compared the City's fees with Mount Dora, Leesburg and Tavares.

Ms. Barnes then commented on the Development Review Committee and explained which departments are part of the Committee. She explained that plans are routed to all of the departments for review prior to the meeting and they then provide comments back to Development Services who prepares comments for the applicant. She commented on the amount of staff time required for the review of plans.

Commissioner Hawkins commented that Ms. Barnes should have the ability to make a decision on the downtown Conex boxes.

Commissioner Cobb expressed concern about the waiver process and the need for it to be simpler with Mr. Neibert stating that the recent changes did make the process simpler for Conex boxes. However, the situation that was brought forward did not meet the criteria for the Administrative Review.

Ms. Barnes commented on the information she presented when the change to the code pertaining to the Conex boxes was considered. She explained that, on the subject property, the boxes are clearly visible from the right-of-way and she did not feel the code gave her the authority to approve a waiver. She explained the request could be considered in one of two ways: 1) A site plan modification with a waiver brought to the Commission and they could request a fee waiver; or 2) They could revisit that section of the code to allow a different type of enclosure. She stated that, if the Commission wants to change the requirements, they can do that.

Commissioner Hawkins expressed concern that staff should be bringing to the Commission changes that make things easier with Mr. Neibert explaining that is how and why the original change to the code was made.

Ms. Barnes explained that the code does not allow slats and a chain link fence as an alternate material. She stated that if the Commission wants to allow a fence with screening rather than a brick or concrete wall then they can change the code in two meetings.

Mr. Neibert commented that the Commission can provide more authority to staff to review certain items but, in the past, other Commissions have wanted to retain that authority.

Ms. Barnes commented that, previously, she was hearing from the Commission that the Conex boxes look awful and they wanted to get rid of them so she acted according. She then suggested that they could be added to the facade code so the rusted and overgrown boxes can be corrected.

Further discussion was held regarding how to address the look of the Conex boxes through code enforcement.

Ms. Barnes explained that Code Enforcement can address the overgrowth but they do not have a mechanism to address the boxes themselves. She noted staff had backed off on enforcement after the last meeting but she would direct code enforcement to look at the downtown boxes.

**CONSENSUS:** It was a consensus of Commission for staff to bring back some proposed changes to address their concerns and for staff to proceed with enforcement of overgrowth and trash. It was also a consensus to bring it back to a 5:00 workshop prior to a Commission meeting.

Mr. Neibert explained that the Conex boxes were not addressed previously as they do not fall under the Florida Building Code but they can address any trash

and overgrowth around the boxes. He cited the possibility that they will eventually be addressed under the Florida Building Code.

Commissioner Hawkins asked how they can address the downtown Conex boxes with Ms. Barnes explaining that staff cannot enforce the pre-existing, nonconforming boxes; however, if they add them under the facade code, then they can require them to be painted or otherwise cleaned up.

Vice Mayor Lee questioned why the City's development fees are so much lower than everyone else's with Ms. Barnes explaining those are set by the Commission and were last addressed in or around 2015.

Mr. Neibert announced that that the Atrium Group has requested individual meetings with the Commissioners.

CONSENSUS: It was a consensus of the Commission to have them make a presentation to the entire Commission at once.

Mayor Holland noted that the Commissioners had received a packet of information regarding the post office property and that would be discussed at the August 19th meeting.

**2. ADJOURNMENT: 6:14 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](http://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.*

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CHRISTINE HALLORAN  
City Clerk

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MICHAEL L. HOLLAND  
Mayor/Commissioner



# MINUTES

## City Commission Meeting

6:00 PM – Thursday, November 03, 2022 – City Hall

### INVOCATION: MOMENT OF SILENCE

### PLEDGE OF ALLEGIANCE: VICE MAYOR LEE

### CALL TO ORDER: 6:00 P.M.

### ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

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

#### 1. AGENDA UPDATE

Bill Howe, Director of Human Resources, served as Acting City Manager.

#### 2. APPROVAL OF MINUTES

##### 2.1 Approval of Minutes:

[July 6, 2021 City Commission Budget Workshop](#)

[July 14, 2021 City Commission Budget Workshop](#)

[September 22, 2022 Regular City Commission Meeting](#)

The Minutes were approved as submitted.

Motion made by Vice Mayor Lee, Seconded by Commissioner Hawkins.

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

#### 3. APPOINTMENTS

##### 3.1 Appointment for Code Enforcement Board – William J. Gay

William J. Gay introduced himself to the City Commission and expressed his interest in being a part of the Code Enforcement Board and in keeping the Eustis community charming and beautiful.

Motion made by Commissioner Cobb, Seconded by Commissioner Hawkins.

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

##### 3.2 Reappointments to Firefighter's Pension Board - Rachel Holtzclaw and Jeffrey Stephan

Reference: Florida Statutes Chapter 175

Jeffrey Stephan introduced himself to the City Commission and noted that he has been in financial advising business for over 30 years. He commented on his interest in an obligation to

firefighters working and retired to make sure the pension is there for them and an obligation on the City to make sure the money is invested reasonable and appropriately allocated.

Rachel Holtzclaw was not in attendance.

Motion made by Vice Mayor Lee, Seconded by Commissioner Hawkins.  
Voting Yea: Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Cobb, Commissioner Hawkins and Mayor Holland

**4. AUDIENCE TO BE HEARD**

Joellen Mitchell, Sharps Mobile Home Park former resident, commented on the recent Town Hall Meeting for Sharps Park noting the water and sewer issues. She was concerned about residents and health issues and noted a hope that the City Commission would take action.

Mayor Holland commented on the closed session prior to the Commission meeting to discuss further actions. He noted that the process is moving forward, but it is a slow process. He asked for her patience. today and directed her to speak with the City Attorney for further questions.

Donna Manning, resident of Sharps Mobile Home Park, discussed her health issues.

**5. CONSENT AGENDA**

**5.1** Resolution Number 22-78: Approval of Annual Purchases in Excess of \$50,000

**5.2** Resolution Number 22-82: Approving a purchase in excess of \$50,000 for Professional Architectural services for the Utilities Administration Headquarters Building at 901 Bates Ave

**5.3** Resolution Number 22-83 Edward Byrne Memorial Justice Assistance Grant Program Residual Funds

Motion to approve the Consent Agenda carried by the following votes.

Motion made by Commissioner Hawkins, Seconded by Commissioner LeHeup-Smith.  
Voting Yea: Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Cobb, Commissioner Hawkins and Mayor Holland

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

**6.1** Resolution Number 22-75: Preliminary Subdivision Plat for Grand Island Subdivision

Sasha Garcia, City Attorney representative, announced Resolution Number 22-75: A Resolution of The City Commission of The City of Eustis, Florida; Approving A Preliminary Subdivision Plat for The Grand Island Subdivision, A 40-Lot Single-Family Residential Subdivision, On Approximately 10.72 Acres of Property Located at The Northeast Corner of The Intersection of Grand Island Road and South Fish Camp Road (Alternate Key Numbers 1407745, 2728892, 1462029, 1462037, 1796717, 2510277, 3922792, And 3922793).

Jeff Richardson, Deputy Director of Development, reviewed the applicant's request including the preliminary subdivision plat, site location, subdivision plan information, landscape plan, and house lot criteria. He noted plan sheet and earth work to be done as the subdivision proceeds.

Staff noted that the plan is consistent with goals, objectives and policies of the Comprehensive Plan and Land Development Regulations. Staff is recommending approval.

Attorney Garcia opened the public hearing at 6:12 p.m.

There being no further public comment, the hearing was closed at 6:12 p.m.

The Commission asked about entrance to subdivision. Mr. Richardson commented that engineering detail would be in future plans with entrance on Grand Island Road and emergency access from South Fish Camp Road.

Motion to approve Resolution Number 22-75 carried by the following votes.

Motion made by Commissioner LeHeup-Smith, Seconded by Commissioner Hawkins.  
Voting Yea: Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Cobb,  
Commissioner Hawkins and Mayor Holland

## **6.2 Ordinance Number 22-21: 2nd Reading Establishing Hicks Ditch Community Development District (CDD)**

Attorney Garcia read Ordinance Number 22-21: An Ordinance of The City Commission of The City of Eustis, Florida, Establishing the Hicks Ditch Community Development District Pursuant to Chapter 190, Florida Statutes; Providing for Authority and Power of The District; Establishing the District; Providing for The Board of Supervisors of The District; Providing for Functions and Powers of The District; Providing for Miscellaneous Provisions; And Providing an Effective Date.

Attorney Garcia opened the public hearing at 6:14 p.m.

Terri Roher, City resident, spoke against support of the Community Development District and asked the development to be better neighbors.

Sarah Sandy, from Kutak Rock LLP representative of the petitioner, commented on the questions in the previous City Commission meeting regarding a community member being on the Board. Ms. Sandy noted that the Ordinance designates five members on the board for initial purposes to start business. She noted that a new land owner election must be held within 90 days of establishment, and the developer is committed to including a community member on the board.

The Commission acknowledged the assurance of a community member on the board.

The Commission asked about fencing surrounding the property. Ben Snyder, Hanover Land Company representative, commented on the fence to be built with the infrastructure of that phase. He noted the need to wait on grading and preparation and build fencing as soon as it can be put in.

There being no further public comment, the hearing was closed at 6:17 p.m.

The Commission noted the additional fees for Community Development District (CDD) as cumbersome for land owners.

Motion to approve Ordinance Number 22-21 on second and final reading carried by the following votes.

Motion made by Commissioner LeHeup-Smith, Seconded by Commissioner Cobb.  
Voting Yea: Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Cobb,

**6.3 Ordinance Number 22-22: 2nd Reading Amending Chapter 22, Code of Ordinances, Cemeteries**

Attorney Garcia read Ordinance Number 22-22: An Ordinance of The City Commission of The City of Eustis, Florida, Amending Chapter 22 Cemeteries, Division 4 Rules and Regulations, Section 22-118 Lot Prices; Providing for Codification, Severability and An Effective Date.

Rick Gierok, Public works Director, noted no additional presentation for this item.

Attorney Garcia opened the public hearing at 6:10 p.m.

There being no further comment, the public hearing was closed at 6:19 p.m.

Motion to approve Ordinance Number 22-22 on second and final reading carried by the following votes.

Motion made by Vice Mayor Lee, Seconded by Commissioner LeHeup-Smith.  
Voting Yea: Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Cobb, Commissioner Hawkins and Mayor Holland

**7. OTHER BUSINESS**

**8. FUTURE AGENDA ITEMS**

**9. COMMENTS**

**9.1 City Commission**

Commissioner LeHeup-Smith commented that the events at the Eustis Waterfront Grill Opening and at St. Thomas went well.

Commissioner Cobb commented on the Eustis Junior Panthers Playoffs with many visitors from all over Florida, and the field and scoreboard looked good. She thanked Public Works and Lake County for the use of bleachers for the game and asked that a thank you letter be sent to Lake County for the assistance and allowing us to use the bleachers. She noted that the St. Thomas 140th anniversary was nice with many vendors. She announce that the old CVS next to Office Depot in Eustis will house a University of Florida health care center building. Commissioner Cobb thanked Development Services for assisting with the process.

Commissioner Hawkins commented on the very busy weekend and thanked Parks and Recreation for help with the All about the Ballots event. He asked if we could explore installing flashing lights or a crosswalk from Parks and Recreation to the football field for safety. Commissioner Hawkins made a final note to thank community partners for support of our City.

Commissioner Cobb asked Rick Gierok, Public Works Director, if there was a flag pole in the area across the street from the stadium and one near the pavilion by the stadium.

Mr. Gierok discussed any issues with adding a crosswalk or flashing lights to the area. He mentioned looking into the issue to find something to work. He noted DOT's hesitation to install

features such as this, since they do not stop traffic and may provide a false sense of security. He will look into options, pricing, sloping, and budget, including an ADA ramp.

Vice Mayor Lee commented on the busy weekend of events. She noted a bus load of ladies from Summerfield visiting our Downtown Eustis, and the City Manager arrived at the unplanned event to provide swag bags and talk to the visitors about our City. Vice Mayor Lee visited the Police Trunk or Treat and enjoyed the kids in costume for this great event; she thanked the Police Chief Capri.

Commissioner Hawkins commented that Eustis is starting to get noticed by neighboring cities and wanted the good to continue.

Vice Mayor Lee noted her attendance at a workshop with Commissioner Cobb for the America In Bloom opportunity to transform cities and aid in economic development of the cities; she noted another meeting for November. Commissioner Cobb stated that she was excited to continue and bring this opportunity to add plants and landscaping projects to enhance Eustis.

**9.2 City Manager**

Mr. Bill Howe, Acting City Manager, presided over the meeting in the absence of City Manager, Tom Carrino, who was out of town for a family wedding.

**9.3 City Attorney**

Attorney Garcia had no comments.

**9.4 Mayor**

Mayor Holland commented on the busy couple weeks the Commission has had with events. He noted the win for the Eustis Panthers over Mount Dora 49-3 and then following with another win on Tuesday night again The Villages to win 29-22. the Eustis Panthers are the football District Champions. the next game is out of town in Wildwood for the last regular season game. He noted the team will be back in Eustis for the first playoff game on the 11th and asked residents to come out and support our young people in Eustis. Mayor Holland noted the Salute to Veterans on November 12th with guest speaker David Kaufman speaker from the highest ranks of the Marine Corps. He also noted several other events to honor veterans including a parade at 10:00 a.m., ceremony at 11:00 a.m. and vendors all day in Ferran Park with a great band for entertainment in the afternoon. He asked people to come out and be a part of the festivities in Eustis and visit [www.eustis.org](http://www.eustis.org) for event information.

**10. ADJOURNMENT: 6:35 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](http://www.eustis.org) and click on the video for the meeting in question. A DVD of the entire meeting or CD of the entire audio recording of the meeting can be obtained from the office of the City Clerk for a fee.*

CHRISTINE HALLORAN  
City Clerk

MICHAEL L. HOLLAND  
Mayor/Commissioner





# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: NOVEMBER 17, 2022

RE: RESOLUTION NUMBER 22-81: AXON ENTERPRISE, INC.  
CONTRACT RENEWAL

## **Introduction:**

Resolution Number 22-81 authorizes the City Manager to execute all agreements and contracts with Axon Enterprise, Inc. for the purchase of controlled electronic weapons, body worn cameras, evidence.com storage, warranty and service plans, and all other supporting hardware and software in accordance with the proposal documents.

## **Background:**

In 2008, the Eustis Police Department fully implemented a controlled electronic weapon program (Taser) for all uniformed road patrol officers. The Eustis Police Department has significantly advanced this program by developing policy and training all sworn personnel to include instructor staff members. The controlled electronic weapon program remains an essential role in providing sworn officers with the ability to utilize non-lethal options in a variety of law enforcement situations. Controlled electronic weapons provide a significant measure of safety to sworn officers, as well as combative or otherwise violent subjects.

In 2013, the Eustis Police Department was one of only a small handful of law enforcement agencies in the State of Florida to fully purchase and implement an agency-wide body worn camera program for all uniformed road patrol officers. The body worn cameras were first generation devices, a technology new to law enforcement. The program experienced great success in protecting officers, establishing evidence in criminal proceedings, providing video and audio supporting transparency in the citizen complaint process, and providing the ability to audit and monitor officer behavior.

The previous contract was a five year, no interest payment schedule which provided for an immediate and full replacement of 32 controlled electronic weapons and 32 body worn cameras to outfit the uniformed patrol division. The proposal included a full warranty for both devices during the five-year period, with unlimited cloud data storage. Evidence.com is the data storage provider, and is CJSTC (Criminal Justice Standards and Training Commission) compliant. The proposal included all ancillary equipment such as holsters, camera holders, data docking stations, cords, batteries, cartridges, etc. The proposal also included 32 new body worn camera exchange at 2.5 years, and a new controlled electronic weapon exchange after the final payment of year 5.

**Recommended Action:**

Staff recommends approval of resolution.

**Budget Impact:**

The Axon Enterprise proposal is a five year, no interest payment schedule which provides for an immediate and full replacement of 37 controlled electronic weapons and 37 body worn cameras to outfit the uniformed patrol division. The proposal includes a full warranty for both devices during the five-year period, with unlimited cloud data storage. Evidence.com is the data storage provider, and is CJSTC (Criminal Justice Standards and Training Commission) compliant. The proposal includes all ancillary equipment such as holsters, camera holders, data docking stations, cords, batteries, cartridges, etc.

The proposal involves an initial payment of \$64,954.01 for the first year, with additional yearly installments of \$64,953.72 for the remaining four years. The total cost of the proposal is \$324,769.88.

**Prepared by:**

Captain David Carney, Administrative Support Commander

**Reviewed by:**

Craig Capri, Police Chief

**RESOLUTION NUMBER 22-81**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING AN EXPENDITURE IN EXCESS OF \$50,000 FOR THE EQUIPMENT AND CONTRACT THAT ARE ESSENTIAL FOR THE POLICE DEPARTMENT'S BODY CAMERA AND TASER PROGRAM FOR FISCAL YEAR 2022-2023.**

**WHEREAS**, the Police Department first implemented a controlled electronic weapon program in 2008 and a body worn camera program in 2013; and

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

**WHEREAS**, the City's Fiscal Year 2022/2023 approved budget includes adequate funding for this equipment; and

**WHEREAS**, the Police Department has been using Axon tasers and body cameras since 2016 and Axon Enterprise is the sole source for these tasers and body cameras in accordance with the City's purchasing policies; and

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

- (1) That the Police Department is hereby authorized to spend in excess of \$50,000 for the purchase of equipment and contract funded within the existing budget; and
- (2) That the City Manager is authorized to execute all agreements necessary to provide said products with the above listed vendors.

**DONE AND RESOLVED**, this 17th day of November 2022, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2022, by Christine Halloran, City Clerk, who is personally known to me.

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

**CITY ATTORNEY’S OFFICE**

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

\_\_\_\_\_  
City Attorney’s Office

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 22-81 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk



# City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manger

DATE: November 17, 2022

SUBJECT: RESOLUTION NUMBER 22-85: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANTS (FY2021-JAGD-8C015)

### **Introduction:**

Resolution Number 22-85 authorizes the Mayor and the Chief of Police to accept and utilize funds in the amount of \$4,021.00 from the Federal Fiscal Year 2021 Edward Byrne Memorial Justice Assistance Grant, FY2021-JAGD-8C015. The grant will be utilized for the purchase of one Bellator 20 x 30 Level III Rifle Shield. The acquisition of the Bellator 20 x 30 Level III Rifle Shield will greatly increase both officer and public safety, by giving the Eustis Police Department the increased ability to confront armed subjects when necessary. One of the most hazardous activities that law enforcement undertakes is the need to confront and arrest an armed suspect. With the risk increasing when the suspect has taken a hostage or is hidden within a building, a confined area or has barricaded himself inside a structure. In addition, the utilization of a level III rifle shield during the execution of search and arrest warrants exponentially increases officer safety. The addition of the Bellator 20 x 30 Level III Rifle Shield will not only be an additional step to increase the Eustis Police Departments abilities and preparedness when responding to critical situations, it will increase the Department's ability to better protect its officers and serve the citizens of the City of Eustis.

A level III Rifle Shield is a ballistic shield, which is rated to withstand high caliber pistol or rifle rounds up to 7.62 mm Full Meta Jacket (US military M80) with a mass of 147 grains and a velocity of 2,780 feet per second. While there are higher rated ballistic shields, such as those that will withstand armor piercing rounds, the level III will give Eustis Polices Department Officers an added level of protection they do not current possess.

### **Recommended Action:**

The administration recommends approval of Resolution Number 22-85.

### **Background:**

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts,

corrections, treatment, and justice information sharing initiatives. JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation, data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs.
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

The Eustis Police Department has determined the following:

The best use of the current FY2021-JAGD-8C015 award of \$4,021.00 would be the purchase of one Bellator 20x30 Level III Rifle Shield.

The FY2021-JAGD-8C015 grant award will allow the Eustis Police Department to acquire one Bellator 20x30 Level III Rifle Shield. The acquisition of the Bellator 20x30 Level III Rifle Shield will significantly increase the ability of the Eustis Police Department to protect the citizens of the City of Eustis, while at the same time increasing officer safety, and its ability to assist other law enforcement agencies within the area.

**Community Input:**

There has been no specific community input associated with this resolution.

**Budget/ Staff Impact:**

The approximate \$4,228.00 purchase of one Bellator 20x30 Level III Rifle Shield has a budget impact of approximately \$207.00 beyond the grant award of \$4,021.00. Monies from the police department's general fund will be utilized to cover the approximate \$207.00 difference.

**Reviewed By:**

Craig A. Capri, Chief of Police

**Prepared By:**

Richard J. Cerniglia, Accreditation and Grants Compliance Manager

**RESOLUTION NUMBER 22-85**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING THE MAYOR AND CHIEF OF POLICE TO ACCEPT AVAILABLE FEDERAL FISCAL YEAR 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM RESIDUAL FUNDS; AND AUTHORIZING THE CITY'S FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET ADJUSTMENTS TO REFLECT THE AWARD AND EXPENDITURE OF THESE FUNDS.**

**WHEREAS**, the Florida Department of Law Enforcement (FDLE) has notified the City of Eustis Police Department of the award of \$4,021.00 from Federal Fiscal Year (FFY) 2021, Edward Byrne Memorial Justice Assistance Grant Program Funding (FY2021-JAGD-8C015) for use by the City of Eustis Police Department; and

**WHEREAS**, the City of Eustis Police Department has submitted a Grant Application and is required to execute a Certificate of Acceptance of Subgrant Award; and

**WHEREAS**, the City of Eustis Police Department has determined the need to purchase one Bellator 20 x 30 Level III Rifle Shield; and

**WHEREAS**, the aforementioned Edward Byrne Memorial Justice Assistance Grant Program (FY2020-JAGD-8C015) funds can be used to pay for the cost of purchasing one Bellator 20x30 Level III Rifle Shield; and

**WHEREAS**, Generally Accepted Accounting Principles necessitate the funds be budgeted and expended out of the FY2023 accounting period.

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

1. That the Mayor and Chief of Police are hereby authorized to accept available Edward Byrne Memorial Justice Assistance Grant Program (FY2021-JAGD-8C015) funds.
2. That upon receipt of the funds, the City's Finance Director is hereby authorized to make the necessary budget adjustments to reflect the award and expenditure of the aforementioned Edward Byrne Memorial Justice Assistance Grant Program (FY2021-JAGD-8C015) funds.

**DONE AND RESOLVED**, this 17<sup>th</sup> day of November, 2022, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

ATTEST:

\_\_\_\_\_  
Christine Halloran  
City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2022 by Christine Halloran, City Clerk, who is personally known to me.

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

**CITY ATTORNEY’S OFFICE**

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

\_\_\_\_\_  
City Attorney

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 22-85 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk





# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: November 17, 2022

RE: Resolution Number 22-88: Approving a Purchase for Construction Administration Services for the Eastern WWTF Pond Liner Replacement Project

## **Introduction:**

Resolution Number 22-88 approves an expenditure of \$31,600 for Construction Administration Services for the Eastern WWTF Pond Liner Replacement Project and authorizes the City Manager to execute all agreements, contracts, and budget transfers associated with Kimley-Horn and Associates, Inc.

## **Background:**

The pond liners in the two reclaimed holding ponds located at the Eastern Wastewater Treatment Facility have been installed for approximately 45 years, have reached the end of their useful lives, and need to be replaced. Resolution #21-21 approved an agreement with Kimley-Horn to assist with engineering design and construction plans, specifications, cost estimate, permitting services, and bidding/award services for \$58,000. On August 24, 2022, two bids were received for the Pond Liner Replacement Project, of which Resolution Number 22-60 awarded the Eastern WWTF Pond Liner Replacement Construction to Westwind Contracting for \$1,305,593.96.

The project includes demolition and replacement of the existing effluent piping and pond liners for the two effluent disposal ponds located at the facility, along with related sediment removal, re-grading, and appurtenances. In accordance with the terms of the Master Agreement for Continuing Professional Services dated August 1, 2018, Kimley-Horn presented the City with an offer to serve as the Construction Administrator of this project for a lump sum fee of \$31,600.

Resolution Number 22-88 will authorize them to provide the following services:

- Task 1: Construction Phase Services
  - Pre-Construction Conference
  - Visits to Site and Observation of Construction
  - Clarifications and Interpretations
  - Change Orders Review
  - Shop Drawings and Samples Review
  - Substitutes and "or-equal" Evaluations
  - Applications for Payment Review
  - Substantial Completion
  - Record Drawings
- Task 2: Start-up and Close-Out Services
  - Services During Start-up
  - Final Notice of Acceptability of the Work

## **Recommended Action:**

Staff recommends approval of Resolution Number 22-88.

**Policy Implications:**

n/a

**Alternatives:**

1. Approve Resolution Number 22-88
2. Deny Resolution Number 22-88

**Discussion of Alternatives:**

1. Alternative 1 approves the Resolution.

**Advantages:**

- Kimley-Horn is one of the City's Continuing Services Engineering firms; and, as designer of this project, is infinitely familiar with the required actions to complete the upgrade.
- The pond liner replacements are vital to environmental safety and maintaining our compliance with the Florida Department of Environmental Protection's regulations.

**Disadvantages:**

- Fiscal impact of the project.

2. Alternative 2 denies the Resolution.

**Advantages:**

- There are no advantages to denying this request. The Eastern WWTF Pond Liners need to be replaced, and Kimley-Horn is most knowledgeable of the engineering design and the plant.

**Disadvantages:**

- Eastern WWTF Pond Liners will eventually rupture, causing harm to the environment and putting the City out of compliance with FDEP regulations.

**Budget/Staff Impact:**

The funds for the Eastern Wastewater Treatment Facility Pond Liner Replacement were included in the approved Capital Improvement Budgets for fiscal years 2021-2022 and 2022-2023 in account number 042-8600-535-66-88.

**Prepared By:**

Sally Mayer, Administrative Assistant – Public Utilities

**Reviewed By:**

Rick Gierok, P.E., Director of Public Works/City Engineer

Daniel Millan, Staff Engineer

**Available Upon Request**

Eastern WWTF Pond Liner Replacement Construction Services Proposal

**RESOLUTION NUMBER 22-88**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A PURCHASE FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE EASTERN WWTF POND LINER REPLACEMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS AND CONTRACTS WITH KIMLEY-HORN AND ASSOCIATES, INC.; AND AUTHORIZING AN EXPENSE IN THE AMOUNT OF \$31,600.**

**WHEREAS**, the City's approved 2022-2023 Capital Improvement Budget includes funds for the construction costs of replacing the pond liners at the Eastern WWTF; and

**WHEREAS**, Kimley-Horn Engineering, Inc. designed and engineered the upgrade plans; and has submitted a proposal to serve as Construction Administrator for the project; and

**WHEREAS**, in accordance with rates agreed to in the Continuing Services Agreement between Kimley-Horn Engineering, Inc. and the City, they are offering these services for the Not-To-Exceed amount of \$31,600; and

**WHEREAS**, funds have been budgeted for this purchase in Account #042-8600-535-66-88; and

**WHEREAS**, the City of Eustis Purchasing Ordinance requires that the City Commission approve projects exceeding \$50,000.

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

- (1) The City Commission hereby authorizes the City Manager to execute all agreements with Kimley-Horn and Associates, Inc. for the procurement of Construction Administration Services for the Eastern WWTF Pond Liner Replacement Project; and
- (2) That this resolution shall become effective immediately upon passing.

**DONE AND RESOLVED**, this 17<sup>th</sup> day of November, 2022, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

---

Michael L. Holland  
Mayor/Commissioner

ATTEST:

---

Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 18<sup>th</sup> day of November, 2022, by Christine Halloran, City Clerk, who is personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 22-88 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk



# City of Eustis

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

TO: EUSTIS CITY COMMISSION  
 FROM: TOM CARRINO, CITY MANAGER  
 DATE: NOVEMBER 17, 2022  
 RE: RESOLUTION NUMBER 22-84  
 REFUSE COLLECTION RATE INCREASE

## Introduction

Resolution Number 22-84 increases Waste Management total refuse rates for residential customers by \$0.65 cents or 3.72%, overall, effective January 1, 2023. Commercial rates vary depending on the service but the increase is similar to the residential rate increase. While the Garbage and Trash Collection Index (G&TC) was up 5.29%, the actual percentage increase was less due to the Disposal fee holding at \$4.42, since 2014 when the rate was \$4.50. This is substantially lower than the overall CPI at September 2022, which registered 8.2%. The G&TC measures items attributable to the prices paid by consumers for a market basket of goods and services. Factors which impact the G&TC include: tariffs, steel, tires, and fuel costs. The contract with Waste Management will expire January 2024. We anticipate going out to bid during the first quarter of calendar year 2023. This will allow the companies to adapt to either the addition or deletion of Eustis Service.

## Recommended Action

Staff recommends approval of Resolution Number 22-84.

## Background

The City of Eustis contracts refuse and recycling services to Waste Management, Inc. of Florida (WMI) via an exclusive franchise agreement. The franchise agreement with WMI, states that the provider may request an annual adjustment in the collection and other non-disposal portions of the services of the curbside residential recycling collection rate, the residential solid waste collection services rates, and the commercial solid waste collection rates.

In the past, the refuse collection rate was based on the Refuse Rate Index (RRI), which factors in labor, fuel, and truck costs and repairs. Due to the volatility of the RRI, the City and Waste Management opted for the Garbage and Trash Collection CPI, which reflected a lower increase and provides less volatility as the methodology is not based on the RRI components but rather a statistic refuse collections.

<u>Breakdown of Increase in Fees</u>	<u>Jan. 1, 2023</u>	<u>% Increase</u>	<u>Jan. 1, 2022</u>
The Solid Waste Collection	\$ 7.92	5.29%	\$ 7.52
Recycling Collections	4.20	5.29%	3.99
Total Hauling Fee	\$12.12	5.29%	\$11.51
Disposal Fee	4.42	0.00%	4.42
Franchise Fee (7% Hauling & Disposal)	1.16	3.57%	1.12
Billing Charge	0.42	0.00%	0.42
Total Charges	<u>\$18.12</u>	3.72%	<u>\$17.47</u>

Below is a list of Garbage Rates within the County with the proposed Eustis rate in yellow:

<u>Comparison</u>	
<u>Residential Garbage Rates</u>	
Lady Lake	\$ 15.41
Lake County	\$ 16.83
Leesburg	\$ 17.13
Current	\$ 17.47
<b>Eustis Proposed</b>	<b>\$ 18.12</b>
Groveland	\$ 19.88
Astatula	\$ 20.16
Mount Dora	\$ 20.93
Clermont	\$ 22.08
Umatilla	\$ 23.16
Minneola	\$ 23.41
Montverde	\$ 24.95
Tavares	\$ 25.79
Mascotte	\$ 26.81
Howey in the Hills	\$ 28.87
Fruitland Park	\$ 29.94

Residential Garbage Fees  
Lowest to highest

While the hauling overall index increased 5.29% the combined total rate increased 3.72%, due to the disposal fee and billing charge remaining the same. The Franchise fee only increase 3.57% based on the combine cost of the Hauling Fee plus the Disposal Fee ( $\$12.12 + \$4.42 = \$16.54 \times .07 = \$1.16$ ).

The proposed collection rate for 2023 is **\$18.12** based on the Garbage and Trash Collection CPI, an increase of \$0.65 cents over the current rate. The Hauling Rate considered was **5.29%** in 2022.

### Alternatives

1. Approve Resolution Number 22-84 increasing the total refuse rates by 65 cents.
2. Reject Resolution Number 22-84 and provide further direction to staff.

### Discussion of Alternatives

1. Alternative 1 approves Resolution No. 22-84.
  - a. Advantages
    - i. The City is in compliance with the franchise agreement.
    - ii. The rate increase is determined by an independent source.
    - iii. The Eustis rate is the eleventh lowest in the County.
    - iv. The City will realize approximately \$14K in franchise fee revenue based on the rate increase and growth within the City.
  - b. Disadvantages
    - i. Customers will bear the \$0.65 cents per month increase in cost. However, this is lower than the overall CPI increase of 8.2%.
2. Alternative 2 rejects Resolution Number 22-84.
  - a. Advantages
    - i. Customers will not bear the small increase in rates.
  - b. Disadvantages
    - i. City would be in violation of the contract with Waste Management.
    - ii. Non-compliance with the contract could jeopardize refuse and recycling services.

### Community Input

Opportunity for community input will be provided during the regularly scheduled public commission meeting to be held on November 17, 2022. The meeting will be advertised according to law.

### Prepared By

Mike Sheppard, Finance Director

### Attachments

- Resolution Number 22-84
- Exhibits 1 through 6 Residential and Commercial Rates
- Exhibit 2 Garbage and Trash Collection CPI

**RESOLUTION NUMBER 22-84**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING ADJUSTMENT TO CITY OF EUSTIS RATES FOR THE SOLID WASTE COLLECTION SERVICES, TO PROVIDE FOR THE ANNUAL ADJUSTMENT OF THE GARBAGE AND TRASH RATE INDEX PROVIDED BY THE U.S. BUREAU OF LABOR FOR WASTE MANAGEMENT, INC. OF FLORIDA TO BE EFFECTIVE JANUARY 1, 2023.**

**WHEREAS**, the City of Eustis, Florida entered into an exclusive franchise agreement with Waste Management, Inc. of Florida, which began on January 1, 2002; and

**WHEREAS**, in accordance with the provision of that agreement, Waste Management Inc. of Florida, is permitted to request an annual increase or decrease based on the Garbage and Trash Rate Index provided by the U.S. Bureau of Labor Statistics; and

**WHEREAS**, the established Garbage and Trash Rate Index for Waste Management, Inc. of Florida, reflects an increase \$0.65 cents or 3.72%.for hauling costs; and

**WHEREAS**, the City Commission of the City of Eustis, Florida, has held a public hearing this date on the said rate for solid waste collection services provided by Waste Management, Inc. of Florida;

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Eustis, Florida, hereby adjusts the rates for waste collection services provided by Waste Management, Inc. of Florida, which is hereby increased by 3.72%. Said rates will be effective January 1, 2023.

**DONE AND RESOLVED** this 17<sup>th</sup> day of November, 2022, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk





**CITY OF EUSTIS  
CAN RESIDENTIAL SOLID WASTE COLLECTION RATES  
AND  
RESIDENTIAL RECYCLING COLLECTION RATES**

*EFFECTIVE ON  
JANUARY 1, 2023*

**EXHIBIT 2**

**ONE TIME PER WEEK SERVICE:**

SOLID & YARD WASTE COLLECTION	\$ 7.92
RECYCLING COLLECTION	\$ 4.20
HAULING SUBTOTAL	\$ 12.12
DISPOSAL	\$ 4.42
FRANCHISE FEE (7%)	\$ 1.16
BILLING CHARGE	<u>\$ 0.42</u>
 TOTAL	 \$ 18.12

**ADDITIONAL CHARGES**

*EFFECTIVE ON  
JANUARY 1, 2023*

**EXHIBIT 2**

SPECIAL PICK-UP CHARGE	\$ 23.78 PER YARD (2 YARD MIN.)
BULK WASTE CHARGE (OVER 3 YARDS)	\$ 21.57 PER YARD
SECOND PICKUP PER WEEK OPTION	\$ 3.63 PER UNIT
DISABLED OFF STREET SERVICE (SOLID WASTE AND RECYCLING)	NO CHARGE
REGULAR OFF STREET SERVICE (SOLID WASTE AND RECYCLING)	\$ 8.41 EXTRA PER MONTH
RECYCLING BIN REPLACEMENT FEE	\$ 11.24
SPECIAL CITY ASSISTANCE CHARGE ( ONE TRUCK AND TWO MEN)	\$ 103.67 PER HOUR
QUARTERLY CLEAN-UP	NO CHARGE

**CITY OF EUSTIS  
CONTAINERIZED RESIDENTIAL SOLID WASTE COLLECTION RATES**

*EFFECTIVE JANUARY 1, 2023*

**EXHIBIT 3**

(Same as containerized commercial solid waste rates except at 7% franchise fee)

<b>PICK-UPS/WEEK&gt; CONTAINER SIZE</b>	<b>1X/WK</b>	<b>2X/WK</b>	<b>3X/WK</b>	<b>4X/WK</b>	<b>5X/WK</b>	<b>6X/WK</b>
<b><u>2 CUBIC YARDS</u></b>						
COLLECTION	45.75	89.05	132.28	170.27	208.20	250.24
DISPOSAL	36.73	73.47	110.20	146.93	183.67	220.40
FRANCHISE FEE	5.77	11.38	16.97	22.20	27.43	32.94
<b>TOTAL</b>	<b>88.25</b>	<b>173.90</b>	<b>259.45</b>	<b>339.40</b>	<b>419.30</b>	<b>503.58</b>
<b><u>3 CUBIC YARDS</u></b>						
COLLECTION	68.66	106.18	148.79	180.48	241.03	289.22
DISPOSAL	55.11	110.20	165.31	220.40	275.46	330.60
FRANCHISE FEE	8.66	15.15	21.99	28.06	36.15	43.39
<b>TOTAL</b>	<b>132.43</b>	<b>231.53</b>	<b>336.09</b>	<b>428.94</b>	<b>552.64</b>	<b>663.21</b>
<b><u>4 CUBIC YARDS</u></b>						
COLLECTION	89.05	123.31	160.09	191.73	252.04	302.44
DISPOSAL	73.47	146.93	220.40	293.87	367.35	440.81
FRANCHISE FEE	11.38	18.92	26.63	33.99	43.36	52.03
<b>TOTAL</b>	<b>173.90</b>	<b>289.16</b>	<b>407.12</b>	<b>519.59</b>	<b>662.75</b>	<b>795.28</b>
<b><u>6 CUBIC YARDS</u></b>						
COLLECTION	132.28	191.53	253.20	314.89	376.78	452.15
DISPOSAL	110.20	220.40	330.60	440.81	551.01	661.21
FRANCHISE FEE	16.97	28.84	40.87	52.90	64.95	77.94
<b>TOTAL</b>	<b>259.45</b>	<b>440.77</b>	<b>624.67</b>	<b>808.60</b>	<b>992.74</b>	<b>1,191.30</b>
<b><u>8 CUBIC YARDS</u></b>						
COLLECTION	175.49	259.65	341.09	419.92	504.09	682.25
DISPOSAL	146.93	293.87	440.81	587.75	734.68	881.62
FRANCHISE FEE	22.57	38.75	54.73	70.54	86.71	109.47
<b>TOTAL</b>	<b>344.99</b>	<b>592.27</b>	<b>836.63</b>	<b>1,078.21</b>	<b>1,325.48</b>	<b>1,673.34</b>
<b><u>10 CUBIC YARDS</u></b>						
COLLECTION	216.00	345.62	465.66	524.92	630.10	852.75
DISPOSAL	183.67	367.35	551.01	734.68	918.35	1,102.03
FRANCHISE FEE	27.98	49.91	71.17	88.17	108.39	136.83
<b>TOTAL</b>	<b>427.65</b>	<b>762.88</b>	<b>1,087.84</b>	<b>1,347.77</b>	<b>1,656.84</b>	<b>2,091.61</b>

**CITY OF EUSTIS  
CAN COMMERCIAL SOLID WASTE COLLECTION RATES**

*EFFECTIVE JANUARY 1, 2023*

**EXHIBIT 4**

<b>PICK-UPS/WEEK&gt; NUMBER CONTAINERS</b>	<b>1X/WK</b>	<b>2X/WK</b>	<b>3X/WK</b>	<b>4X/WK</b>	<b>5X/WK</b>	<b>6X/WK</b>
<b>1 GARBAGE CAN</b>						
COLLECTION	6.62	10.00	14.53	16.86	19.13	21.37
DISPOSAL	9.49	9.49	9.49	9.49	9.49	9.49
FRANCHISE FEE	1.61	<u>1.95</u>	<u>2.40</u>	<u>2.64</u>	<u>2.86</u>	<u>3.09</u>
<b>TOTAL</b>	<b>17.72</b>	<b>21.44</b>	<b>26.42</b>	<b>28.99</b>	<b>31.48</b>	<b>33.95</b>
<b>2 GARBAGE CANS</b>						
COLLECTION	8.90	11.17	16.86	20.27	24.80	29.26
DISPOSAL	9.49	9.49	9.49	9.49	9.49	9.49
FRANCHISE FEE	1.84	<u>2.07</u>	<u>2.64</u>	<u>2.98</u>	<u>3.43</u>	<u>3.88</u>
<b>TOTAL</b>	<b>20.23</b>	<b>22.73</b>	<b>28.99</b>	<b>32.74</b>	<b>37.72</b>	<b>42.63</b>
<b>3 GARBAGE CANS</b>						
COLLECTION	11.17	12.34	19.13	23.64	30.53	37.12
DISPOSAL	9.49	9.49	9.49	9.49	9.49	9.49
FRANCHISE FEE	2.07	<u>2.18</u>	<u>2.86</u>	<u>3.31</u>	<u>4.00</u>	<u>4.66</u>
<b>TOTAL</b>	<b>22.73</b>	<b>24.01</b>	<b>31.48</b>	<b>36.44</b>	<b>44.02</b>	<b>51.27</b>
<b>4 GARBAGE CANS</b>						
COLLECTION	13.44	15.66	21.42	27.11	36.08	45.11
DISPOSAL	9.49	9.49	9.49	9.49	9.49	9.49
FRANCHISE FEE	2.29	<u>2.52</u>	<u>3.09</u>	<u>3.66</u>	<u>4.56</u>	<u>5.46</u>
<b>TOTAL</b>	<b>25.22</b>	<b>27.67</b>	<b>34.00</b>	<b>40.26</b>	<b>50.13</b>	<b>60.06</b>
<b>5 GARBAGE CANS</b>						
COLLECTION	15.68	18.71	23.63	30.53	41.82	54.22
DISPOSAL	9.49	9.49	9.49	9.49	9.49	9.49
FRANCHISE FEE	2.52	<u>2.82</u>	<u>3.31</u>	<u>4.00</u>	<u>5.13</u>	<u>6.37</u>
<b>TOTAL</b>	<b>27.69</b>	<b>31.02</b>	<b>36.43</b>	<b>44.02</b>	<b>56.44</b>	<b>70.08</b>
<b>6 GARBAGE CANS</b>						
COLLECTION	18.03	21.74	25.97	33.87	47.47	56.34
DISPOSAL	9.49	9.49	9.49	9.49	9.49	9.49
FRANCHISE FEE	2.75	<u>3.12</u>	<u>3.55</u>	<u>4.34</u>	<u>5.70</u>	<u>6.58</u>
<b>TOTAL</b>	<b>30.27</b>	<b>34.35</b>	<b>39.01</b>	<b>47.70</b>	<b>62.66</b>	<b>72.41</b>

**CITY OF EUSTIS  
CONTAINERIZED COMMERCIAL SOLID WASTE COLLECTION RATES**

*EFFECTIVE JANUARY 1, 2023*

**EXHIBIT 5  
PAGE 1 OF 3**

<b>PICK-UPS/WEEK&gt; CONTAINER SIZE</b>	<b>1X/WK</b>	<b>2X/WK</b>	<b>3X/WK</b>	<b>4X/WK</b>	<b>5X/WK</b>	<b>6X/WK</b>
<b><u>2 CUBIC YARDS</u></b>						
COLLECTION	45.75	89.05	132.28	170.27	208.20	250.24
DISPOSAL	36.73	73.47	110.20	146.93	183.67	220.40
FRANCHISE FEE	8.25	<u>16.25</u>	<u>24.25</u>	<u>31.72</u>	<u>39.19</u>	<u>47.06</u>
<b>TOTAL</b>	<b>90.73</b>	<b>178.77</b>	<b>266.73</b>	<b>348.92</b>	<b>431.06</b>	<b>517.70</b>
<b><u>3 CUBIC YARDS</u></b>						
COLLECTION	68.66	106.18	148.79	180.48	241.03	289.22
DISPOSAL	55.11	110.20	165.31	220.40	275.46	330.60
FRANCHISE FEE	12.38	<u>21.64</u>	<u>31.41</u>	<u>40.09</u>	<u>51.65</u>	<u>61.98</u>
<b>TOTAL</b>	<b>136.15</b>	<b>238.02</b>	<b>345.51</b>	<b>440.97</b>	<b>568.14</b>	<b>681.80</b>
<b><u>4 CUBIC YARDS</u></b>						
COLLECTION	89.05	123.31	160.09	191.73	252.04	302.44
DISPOSAL	73.47	146.93	220.40	293.87	367.35	440.81
FRANCHISE FEE	16.25	<u>27.02</u>	<u>38.05</u>	<u>48.56</u>	<u>61.94</u>	<u>74.33</u>
<b>TOTAL</b>	<b>178.77</b>	<b>297.26</b>	<b>418.54</b>	<b>534.16</b>	<b>681.33</b>	<b>817.58</b>
<b><u>6 CUBIC YARDS</u></b>						
COLLECTION	132.28	191.53	253.20	314.89	376.78	452.15
DISPOSAL	110.20	220.40	330.60	440.81	551.01	661.21
FRANCHISE FEE	24.25	<u>41.19</u>	<u>58.38</u>	<u>75.57</u>	<u>92.78</u>	<u>111.34</u>
<b>TOTAL</b>	<b>266.73</b>	<b>453.12</b>	<b>642.18</b>	<b>831.27</b>	<b>1,020.57</b>	<b>1,224.70</b>
<b><u>8 CUBIC YARDS</u></b>						
COLLECTION	175.49	259.65	341.09	419.92	504.09	682.25
DISPOSAL	146.93	293.87	440.81	587.75	734.68	881.62
FRANCHISE FEE	32.24	<u>55.35</u>	<u>78.19</u>	<u>100.77</u>	<u>123.88</u>	<u>156.39</u>
<b>TOTAL</b>	<b>354.66</b>	<b>608.87</b>	<b>860.09</b>	<b>1,108.44</b>	<b>1,362.65</b>	<b>1,720.26</b>
<b><u>10 CUBIC YARDS</u></b>						
COLLECTION	216.00	345.62	465.66	524.92	630.10	852.75
DISPOSAL	183.67	367.35	551.01	734.68	918.35	1,102.03
FRANCHISE FEE	39.97	<u>71.30</u>	<u>101.67</u>	<u>125.96</u>	<u>154.85</u>	<u>195.48</u>
<b>TOTAL</b>	<b>439.64</b>	<b>784.27</b>	<b>1,118.34</b>	<b>1,385.56</b>	<b>1,703.30</b>	<b>2,150.26</b>

**CITY OF EUSTIS  
CONTAINERIZED COMMERCIAL SOLID WASTE COLLECTION RATES**

*EFFECTIVE JANUARY 1, 2023*

**EXHIBIT 5  
PAGE 2 OF 3**

**COMMERCIAL CONTAINER EXTRA PICK-UP RATES**

<u>SIZE CONTAINER</u>	<u>CHARGE</u>	<u>FRANCHISE</u>	<u>TOTAL</u>
2 CUBIC YARD	\$ 51.68	\$ 5.17	\$ 56.85
3 CUBIC YARD	\$ 77.58	\$ 7.76	\$ 85.34
4 CUBIC YARD	\$ 103.38	\$ 10.34	\$ 113.72
6 CUBIC YARD	\$ 155.08	\$ 15.51	\$ 170.59
8 CUBIC YARD	\$ 206.75	\$ 20.68	\$ 227.43
10 CUBIC YARD	\$ 258.42	\$ 25.84	\$ 284.26

**ADDITIONAL CHARGES**

CONTAINER ROLL OUT CHARGE	\$ 40.29	PER WEEKLY COLLECTION
CONTAINER DELIVERY CHARGE	\$ 56.29	PER CONTAINER
CONTAINER SWAP CHARGE	\$ 56.29	PER CONTAINER
SPECIAL COLLECTION CHARGE	\$ 24.77	PER YARD (2 YARD MINIMUM)

**CITY OF EUSTIS  
CONTAINERIZED COMMERCIAL SOLID WASTE COLLECTION RATES**

*EFFECTIVE JANUARY 1, 2023*

**EXHIBIT 5  
PAGE 3 OF 3**

**OPEN TOP ROLL-OFF AND COMPACTOR RATE SCHEDULE**

**DELIVERY CHARGES**

SIZE CONTAINER	10 YARDS	20 YARDS	30 YARDS	40 YARDS
CHARGE	109.64	109.64	164.44	164.44

\* CHARGES DO NOT INCLUDE FRANCHISE FEE WHICH IS 10 % OF GROSS CUSTOMER BILLING.

**CONTAINER RENTAL**

SIZE CONTAINER	10 YARDS	20 YARDS	30 YARDS	40 YARDS
CHARGE PER MO.	109.64	131.57	153.50	175.42

\* CHARGES DO NOT INCLUDE FRANCHISE FEE WHICH IS 10 % OF GROSS CUSTOMER BILLING.

**HAULING CHARGES**

SIZE CONTAINER	10 YARDS	20 YARDS	30 YARDS	40 YARDS
CHARGE PER	263.12	285.07	323.39	350.84
HAUL	DISP. CHARGES	DISP. CHARGES	DISP. CHARGES	DISP. CHARGES

\* CHARGES DO NOT INCLUDE FRANCHISE FEE WHICH IS 10 % OF GROSS CUSTOMER BILLING.

**ADDITIONAL CHARGES**

RELOCATION CHARGES	109.64
WASH OUT CHARGE	164.44
TRIP CHARGE	109.64

**CITY OF EUSTIS  
COMPACTOR COMMERCIAL SOLID WASTE COLLECTION RATES**

EFFECTIVE JANUARY 1, 2022

**EXHIBIT 6**

<b>PICK-UPS/WEEK&gt; CONTAINER SIZE</b>	<b>1X/WK</b>	<b>2X/WK</b>	<b>3X/WK</b>	<b>4X/WK</b>	<b>5X/WK</b>	<b>6X/WK</b>
<b><u>2 CUBIC YARDS</u></b>						
COLLECTION	107.81	191.56	278.82	366.15	453.49	540.80
DISPOSAL	137.92	275.84	413.77	551.69	689.61	827.53
FRANCHISE FEE	24.57	<u>46.74</u>	<u>69.26</u>	<u>91.78</u>	<u>114.31</u>	<u>136.83</u>
<b>TOTAL</b>	<b>270.30</b>	<b>514.14</b>	<b>761.85</b>	<b>1,009.62</b>	<b>1,257.41</b>	<b>1,505.16</b>
<b><u>3 CUBIC YARDS</u></b>						
COLLECTION	142.80	273.79	404.77	536.28	667.31	798.30
DISPOSAL	206.88	413.77	620.64	827.53	1,034.42	1,241.30
FRANCHISE FEE	34.97	<u>68.76</u>	<u>102.54</u>	<u>136.38</u>	<u>170.17</u>	<u>203.96</u>
<b>TOTAL</b>	<b>384.65</b>	<b>756.32</b>	<b>1,127.95</b>	<b>1,500.19</b>	<b>1,871.90</b>	<b>2,243.56</b>
<b><u>4 CUBIC YARDS</u></b>						
COLLECTION	162.81	325.12	487.93	650.18	813.06	975.30
DISPOSAL	275.84	551.69	827.53	1,103.37	1,379.21	1,655.07
FRANCHISE FEE	43.87	<u>87.68</u>	<u>131.55</u>	<u>175.36</u>	<u>219.23</u>	<u>263.04</u>
<b>TOTAL</b>	<b>482.52</b>	<b>964.49</b>	<b>1,447.01</b>	<b>1,928.91</b>	<b>2,411.50</b>	<b>2,893.41</b>
<b><u>5 CUBIC YARDS</u></b>						
COLLECTION	188.21	375.89	564.06	751.71	939.93	1,127.88
DISPOSAL	344.81	689.61	1,034.42	1,379.21	1,724.03	2,068.82
FRANCHISE FEE	53.30	<u>106.55</u>	<u>159.85</u>	<u>213.09</u>	<u>266.40</u>	<u>319.67</u>
<b>TOTAL</b>	<b>586.32</b>	<b>1,172.05</b>	<b>1,758.33</b>	<b>2,344.01</b>	<b>2,930.36</b>	<b>3,516.37</b>
<b><u>6 CUBIC YARDS</u></b>						
COLLECTION	213.59	426.60	640.23	853.28	1,066.86	1,280.39
DISPOSAL	413.77	827.53	1,241.30	1,655.07	2,068.82	2,482.60
FRANCHISE FEE	62.74	<u>125.41</u>	<u>188.15</u>	<u>250.84</u>	<u>313.57</u>	<u>376.30</u>
<b>TOTAL</b>	<b>690.10</b>	<b>1,379.54</b>	<b>2,069.68</b>	<b>2,759.19</b>	<b>3,449.25</b>	<b>4,139.29</b>
<b><u>8 CUBIC YARDS</u></b>						
COLLECTION	272.82	557.40	841.45	1,126.04	1,410.62	1,695.22
DISPOSAL	551.69	1,103.37	1,655.07	2,206.76	2,758.43	3,310.12
FRANCHISE FEE	82.45	<u>166.08</u>	<u>249.65</u>	<u>333.28</u>	<u>416.91</u>	<u>500.53</u>
<b>TOTAL</b>	<b>906.96</b>	<b>1,826.85</b>	<b>2,746.17</b>	<b>3,666.08</b>	<b>4,585.96</b>	<b>5,505.87</b>



**CPI for All Urban Consumers (CPI-U)  
Original Data Value**

**For the City of Eustis**

**Series Id:** CUUR0000SEHG02, CUUS0000SEHG02  
**Not Seasonally Adjusted**  
**Series Title:** Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted  
**Area:** U.S. city average  
**Item:** Garbage and trash collection  
**Base Period:** DECEMBER 1983=100  
**Years:** 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2012	398.880	400.381	401.692	400.913	401.067	402.793	406.243	406.823	407.594	409.495	410.155	410.416		
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.760	418.357	419.687	421.427	422.237		
2014	422.440	422.483	423.413	425.393	425.242	425.930	426.562	426.771	427.327	427.995	427.808	428.187		
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	516.786	527.872
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254				541.129	

Index Change = 28.320

CPI Change = 5.34%

## RESOLUTION NUMBER 22-86

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A CODE ENFORCEMENT BOARD ACTION REDUCING ACCRUED CODE ENFORCEMENTS FINES, PROVIDING FOR DISMISSAL OF A FORECLOSURE ACTION AGAINST 1000 SOUTH BAY STREET AND RELEASE OF A LIEN UPON FULL PAYMENT OF THE REDUCED FINE.**

**WHEREAS**, the City of Eustis, Florida approved Resolution Number 21-39 on June 3, 2021, authorizing the City Attorney to foreclose on an outstanding code enforcement lien recorded against the following described property:

EUSTIS, BISHOP'S SUB LOTS 1, 2, N 24 FT OF LOT 3, LOTS 15, 16 BLK 3 PB 2 PG 4 ORB 2674 PG 1073, and

**WHEREAS**, On September 19, 2021, the City Attorney filed a complaint to foreclose the code the code enforcement lien; and

**WHEREAS**, the City of Eustis, Florida approved Resolution Number 22-19 on March 3, 2022, authorizing the City Manager to execute an agreement to cure deficiencies and abate the foreclosure litigation; and

**WHEREAS**, on August 16, 2022, Nayana Patel notified the City Attorney that Colonial Inn Motel, LLC had completed all repairs to include installation of an interconnected fire alarm system and surveillance cameras; and

**WHEREAS**, on October 10, 2022, the matter was referred back to the Code Enforcement Board for a recommendation on reducing the indebtedness owed, in accordance with Section 3 of the agreement; and

**WHEREAS**, the cited violations existed on the property for 705 days after the Board imposed the daily fines, resulting in a total fine of \$176,250; and

**WHEREAS**, after much discussion, the Board approved a motion to reduce the accrued fines to \$52,000, upon approval from the City Commission and payment being made within 30 days.

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

### **SECTION 1**

That the outstanding \$176,250 fine assessed for Case Number 19-01297, shall be reduced to \$52,000 if the payment is received within 30 days of this action.

**SECTION 2**

That the City Attorney is hereby authorized to execute a voluntary dismissal of the litigation and release the code enforcement lien against or attached to the following described property, if payment is received within 30 days of this action:

EUSTIS, BISHOP'S SUB LOTS 1, 2, N 24 FT OF LOT 3, LOTS 15, 16 BLK 3 PB  
2 PG 4 ORB 2674 PG 1073

**SECTION 3**

That this action shall become null and void if the reduced fine is not paid on or before December 17, 2022.

**DONE AND RESOLVED** this 17th day of November, 2022, in regular session of the City Commission of the City of Eustis, Florida.

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

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2022, by Christine Halloran, City Clerk, who is personally known to me.

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

**CITY ATTORNEY'S OFFICE**

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 22-86 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: NOVEMBER 17, 2022

RE: RESOLUTION NUMBER 22-86: REDUCTION OF FINE/RELEASE OF LIEN AND DISMISSAL OF FORECLOSURE ACTION AGAINST 1000 SOUTH BAY STREET (COLONIAL INN MOTEL), CASE #19-01297

## Introduction

Resolution Number 22-86 approves a Code Enforcement Order reducing outstanding code enforcement fines from their current amount of \$176,250 to \$52,000; Provides for dismissal of a pending foreclosure action, and releases the lien against 1000 South Bay Street (Colonial Inn Motel), upon payment of the reduced fine.

## Recommended Action

The administration recommends approval of Resolution Number 22-86.

## Background

The City of Eustis has a code enforcement lien recorded against Colonial Inn Motel, LLC for failing to bring their property located at 1000 South Bay Street into compliance with City Code.

On June 3, 2021, the City Commission approved Resolution Number 21-39 authorizing the City Attorney to begin foreclosure action against unpaid code enforcement fines after all other enforcement methods failed to prompt the owners to bring the property into compliance.

On September 2, 2021, the City Attorney filed a complaint with the Circuit Court to foreclose the code enforcement lien, and Colonial Inn Motel LLC was served with a Summons on September 29, 2022. It was served to Amrual Patel as Registered Agent.

On November 2, 2021, the City Attorney forwarded a proposal to the Commission, which was drafted by Nayana Patel on October 18, 2021, in an effort to “save the motel” and advised that that he would be seeking their direction at the next meeting.

On November 4, 2021, Nayana Patel read a prepared statement to the Commission under audience to be heard. She cited their willingness to try and negotiate an end to the foreclosure lawsuit, and assured the Commission she would be assuming responsibility

for the Motel along with her brother and sister-in-law. She was advised that the City Attorney would be addressing the Commission at the end of the meeting regarding this issue.

During comments, the City Attorney provided an update to the City Commission on the status of the foreclosure. He advised that the Motel owes \$104,500 in fines, which continues to accrue at a rate of \$250 per day. After much discussion, the Commission asked for Ms. Patel's brother to come before them at the November 18, 2021 meeting so they could speak with him, which she agreed. In the end, the City Attorney recommended that the Commission direct him to stop proceeding with the foreclosure until they have an opportunity to speak with the brother, and then direct him accordingly.

It was also during this meeting that the former Development Services Director recommended that the Patel's have the property inspected by a Private Professional Inspector to make recommendations on what needs to be fixed.

On November 18, 2021, the City Attorney provided the Commission with another update. He recommended that they leave the foreclosure open for the time being and stated the Commission could require a timeline for issues to be resolved. Koresh Patel was present as previously requested, who advised the Commission that he would be taking over management of the Motel. After much discussion, Ms. Patel asked about the fines and was advised that they would continue to accrue, but could be discussed once the property is brought into compliance. It was also during this meeting, that it was decided that the Motel would hire an independent third-party Inspector to inspect and compile a list of required repairs.

On January 18, 2022, Universal Engineering Sciences, Inc submitted to Staff the required Property Condition Assessment Report within the established 60-day submittal deadline.

On February 3, 2022, the former Development Services Director provided the City Commission with a status update and requested their direction. It was their consensus for Staff to move forward with preparation of a Memorandum of Understanding.

On March 3, 2022, the City Commission approved Resolution Number 22-19 authorizing the City Manager to execute an agreement to cure deficiencies and implement all recommendations set forth in the Property Condition Assessment Report within 30 days of being fully signed, with the exception of any identified long-term needs. The agreement also required the installation of an interconnected fire alarm system and surveillance cameras within the same time period.

On April 7, 2022, the City Attorney informed the Commission that the Colonial Inn had requested an extension, which was granted.

On May 5, 2022, Ms. Patel addressed the City Commission under audience to be heard to report that they are waiting on installation of the fire alarm system and surveillance cameras. She advised that a specific completion timeframe could not be provided because she has not been able to get ahold of the Contractor. She asked if she needed to request more time. The Commission told her to just keep communicating with Staff and if there is a problem, they will bring the matter back before them.

On August 16, 2022, Ms. Patel notified the City Attorney they had completed the requests the City had set for them. The Attorney responded advising the next step in the process would be for them to propose a monetary amount for the City to consider in exchange for releasing the lien.

On August 24, 2022, the City Attorney updated the City Commission on the matter, and it was their consensus for the Motel to submit their request for a reduction of the accrued fines to the Code Enforcement Board.

On September 12, 2022, Ms. Patel submitted a spreadsheet of expenses totaling \$88,255.14 to the City Attorney, and requested a bare minimum fine because they had spent almost the original lien amount. She said she did not have a figure in mind, but was leaning towards paying costs the city has sustained.

On October 10, 2022, the matter went back before the Code Enforcement Board to consider a reduction of the accrued fines. The Code Supervisor updated the Board on the status of the Case, advised them of the property owner’s request and informed them of the Code Departments costs, along with the City’s legal costs to date.

The Board questioned the Fire Chief on the status of the fire alarm system and asked if the stoves had been removed from the rooms. Ms. Patel confirmed that they have been removed with the gas lines being capped off.

The Board also called on the Police Chief, who advised them that this is probably the best resolution, for a matter such as this, that he has seen in his profession. He also informed them that the calls have been vastly reduced with maybe two to three calls within the last 8 or 9 months, which was not due to poor management of the Motel.

In the end, the Board approved a motion to reduce the accrued fines to \$52,000 with five members voting yes, and two voting Number

**Costs:**

Police Department:	\$44,700
Fire Department:	\$20,278
Code Enforcement:	\$ 2,055
City Attorney:	<u>\$ 4,799</u>
TOTAL:	\$71,132

**Community Input**

There has been no community input since the City Commission approved the foreclosure.

**Budget / Staff Impact:**

If the Resolution is approved, the City could possibly receive \$52,000.

**Reviewed By:**

David M. Carney, Captain

**Prepared By:**

Eric Martin, Code Enforcement Supervisor

**Attachments**

- Resolution Number 22-86



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: November 17, 2022

RE: Resolution 22-87 – Authorizing a Commercial Property Assessed Clean Energy (C-PACE) Program within the City of Eustis allowing Commercial Property Owners access to financing through a non-ad valorem assessment

## **Introduction:**

C-PACE was established under Florida Statue 163.08, which gives local governments authorization allowing for the funding and administration of the financing programs through the creation of a non-ad valorem tax against the borrowing property. This is a vehicle which allows commercial property to enter into the clean energy era, leaving a lower carbon foot print, which allows for alternative financing not otherwise available. The program is not available for residents within Lake County.

## **Background:**

The program is set to allow for the financing and security of the loan at preferred interest rates, making clean energy projects affordable. Funding of energy conservation and efficiency, renewable energy and wind resistance improvements are considered "Qualifying Improvements".

The non-ad ad valorem tax is the vehicle set in place to insure the financing institutions are collateralized and secured in making the loans for these projects. The financing is secured by the property and the agreement is solely between the borrower and the financing institution. The City of Eustis has no financial interest in the transaction and therefore has no obligation to repay any debt.

Four districts/agencies are participating in the program established by the City of Eustis:

- Florida Green Finance Authority
- Florida Resiliency and Energy District
- Green Corridor PACE District
- Florida PACE Funding Agency

Collectively these four entities are units of local government which were established by separate interlocal agreements to provide a scalable and uniform platform to facilitate the financing of the projects allowed through out the State of Florida.

Both the Property Appraisers Office and the Tax Collectors Office have signed agreements which cover all of Lake County entities to join the non- ad valorem assessments. Lake County, Lady Lake and Mount Dora are currently utilizing the C-Pace established under FS 163.08.



**Recommended Action:**

It is recommended that Resolution 22-87 be approved to allow Commercial Businesses the opportunity to apply for financing through non-ad valorem assessments which is exclusively related to the real property associated with commercial business activity.

**Alternatives:**

**Advantage** Provides an alternative for business to procure financing for clean projects under FS 163.08. The State has provided for the City and County participation in the program at no risk to the City.

**Disadvantage** – None known.

**Budget/Staff Impact:**

None

**Prepared By:**

Mike Sheppard, Finance Director

**Attachments:**

- Resolution 22-87 - A RESOLUTION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING A COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE) PROGRAM WITHIN THE CORPORATE LIMITS OF THE "CITY"
- Exhibit A – Florida Green Finance Authority (FGFA)
- Exhibit B – Florida PACE Funding Agreement
- Exhibit C – Florida Resiliency Energy District Agreement (FRED)
- Exhibit D – Green Corridor Form Membership Agreement
- Exhibit D-1 Green Corridor Amended Agreement
- Exhibit D-2 Green Corridor Second Amendment

**RESOLUTION NUMBER 22-87**

**A RESOLUTION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING A COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE) PROGRAM WITHIN THE CORPORATE LIMITS OF THE “CITY”; APPROVING AGREEMENTS WITH THE FLORIDA GREEN FINANCE AUTHORITY, THE FLORIDA RESILIENCY AND ENERGY DISTRICT, THE FLORIDA PACE FUNDING AGENCY AND THE GREEN CORRIDOR PACE DISTRICT; UTILIZING VOLUNTARY NON-AD VALOREM ASSESSMENTS TO FINANCE QUALIFYING IMPROVEMENTS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE SAID AGREEMENTS; AND PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS, SCRIVENER’S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.**

**WHEREAS**, Section 163.08, *Florida Statutes* (the "Supplemental Act"), authorizes counties, municipalities and certain separate Local Government entities to establish and administer financing Programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the owner thereof and the local government (the "Financing Agreements"); and

**WHEREAS**, the Florida Green Finance Authority, the Green Corridor PACE District, the Florida Resiliency and Energy District and the Florida PACE Funding Agency (individually the “Agency”, collectively the “Agencies”) are currently four (4) separate legal entities and units of local government within the State of Florida which were established by separate interlocal agreements for the express purpose of providing scalable and uniform platform to facilitate the financing of Qualifying Improvements throughout Florida; and

**WHEREAS**, pursuant to the Supplemental Act or as otherwise provided by law, local governments may enter into a partnership with other local governments for the purpose of providing and financing Qualifying Improvements, and a Qualifying Improvement Program may be administered by a third party for-profit entity or a not for profit organization on behalf of or at the discretion of the local government; and

**WHEREAS**, the installation of Qualifying Improvements may increase energy efficiency and improve the wind resistance of existing structures within the City thereby reducing the burdens from fossil fuel energy production and contributing to the local economy by cost savings to property owners, enhancing property values and increasing job opportunities; and

**WHEREAS**, the upfront costs of Qualifying Improvements impede installation and existing financing options may be insufficient for property owners to access cost-effective

financing for energy-saving or wind-resistance property improvements due to requirements associated with traditional debt or equity financing options; and

**WHEREAS**, the Agencies have created the financing, levy and collection process to implement PACE Programs and will cooperate with the City, without cost to or assumption of liability by, or demand upon the credit of the City; and

**WHEREAS**, the City is presently without adequate, currently available and recurring funds to establish a program similar to the Agencies Programs; and recognizes that if it does initiate its own program it may be necessary that it commit significant time, staffing and monetary resources derived from all taxpayers, and that if it were to borrow the moneys necessary for such purpose and secure repayment by the proceeds derived from non-ad valorem assessments it imposes, it will likely face a demand from credit markets for an additional pledge of other City revenues; however as an alternative or supplement to any other program or approach chosen by Eustis, the City can concurrently an presently authorize and approve the Agencies to separately make each Agency's non-exclusive program and funding for Qualified Improvements immediately to property owners and the local economy; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of Eustis to authorize the appropriate City officials to execute agreements between the Florida Green Finance Authority, the Florida PACE Funding Agency, The Florida Resiliency and Energy District, Green Corridor PACE District and the City in an effort to provide an alternative, supplemental and nonexclusive means to achieve, inter alia, immediate and careful local economic development, commerce and job creation, as well compelling state interest and public purposes described in the Supplemental Act.

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

**SECTION 1. LEGISLATIVE FINDINGS AND INTENT.** The City Commission hereby adopts and incorporates into this Resolution the City staff report and City Commission agenda memorandum relating to this Resolution. The forgoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted. The City Commission has complied with all requirements and procedures of Florida law in processing and noticing this Resolution.

**SECTION 2. PERMITTING OF PACE PROGRAM.** The City Commission hereby authorizes the availability of a Commercial Property Assessed Clean Energy (C-PACE) program within the City Limits of Eustis. The C-PACE Program shall be available to eligible non-residential property owners within the boundaries of the City upon the effective date of this Resolution. Except as required or prohibited by Florida Statute, non-residential property financings:

- (a). may be subject to a prepayment premium or other similar structures;
- (b). may include a drawdown schedule during construction financing;
- (c). may include existing and new construction; and

- (d). may include multifamily residential properties having four (4) or more dwelling units, assisted living facilities and other licensed facilities offering services to individuals in residence at the facility.

**SECTION 3. APPROVAL OF AGREEMENTS; AUTHORIZATION TO EXECUTE, ETC.**

- (a). The City Commission approves the following agreements:

- (1). Florida Green Finance Authority Agreement attached hereto and incorporated herein as Exhibit “A”.
- (2). Florida PACE Funding Agency Agreement attached hereto and incorporated herein as Exhibit “B”.
- (3). Florida Resiliency Energy District Agreement attached hereto and incorporated herein as Exhibit “C”.
- (4). Green Corridor PACE District Agreement attached hereto and incorporated herein as Exhibit “D”.

- (b). The City Commission hereby authorizes the City Manager or designee to execute the aforementioned agreements.

**SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS.** The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 5. SCRIVENER’S ERRORS.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

**SECTION 6. CONFLICTS.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 7. SEVERABILITY.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 17<sup>th</sup> day of November, 2022.

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**Michael Holland**  
**MAYOR OF EUSTIS, FLORIDA**

**ATTEST:**

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**Christine Halloran**  
**CITY CLERK**

**Exhibit A**  
**Party Membership Agreement**  
**To The Florida Green Finance Authority**

**WHEREAS**, Section 163.01, F.S., the “Florida Interlocal Cooperation Act of 1969,” authorizes local government units to enter into interlocal agreements for their mutual benefit; and

**WHEREAS**, the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") and the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") entered into an Interlocal Agreement, dated June 11, 2012, first amended on August 11, 2014 and second amended on April 7, 2016 with document execution May 9, 2016 (the “Interlocal Agreement”), establishing the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy and water conservation and efficiency, renewable energy and wind-resistance improvements, and to provide additional services consistent with law; and

**WHEREAS**, the City of Eustis desires to become a member of the Florida Green Finance Authority in order to facilitate the financing of qualifying improvements for properties located within the City of Eustis.

**NOW, THEREFORE**, it is agreed as follows:

1. The Interlocal Agreement between the Florida Green Finance Authority, the Town of Lantana and the Town of Mangonia Park, entered into on June 11, 2012 and as amended on August 11, 2014 and April 7, 2016 with document execution May 9, 2016 (the “Interlocal Agreement”), for the purpose of facilitating the financing of qualifying improvements for properties located within the Authority’s jurisdiction via the levy and collection of voluntary non-ad valorem assessments on improved property, is hereby supplemented and amended on the date last signed below by this Party Membership Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the City of Eustis.

2. The Florida Green Finance Authority, together with its member Parties, and the City of Eustis, with the intent to be bound thereto, hereby agree that the City of Eustis shall become a Party to the Interlocal Agreement together with all of the rights and obligations of Parties to the Interlocal Agreement.

3. The Service Area of the Florida Green Finance Authority shall include the legal boundaries of the City of Eustis, as the same may be more specifically designated by the City of Eustis or amended from time to time.

4. The City of Eustis designates the following as the respective place for any notices to be given pursuant to the Interlocal Agreement Section 27:

City of Eustis:	Tom Carrina, City Manager City of Eustis P.O. Drawer 68 10 N. Grove Street Eustis, FL 32726
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5. This Party Membership Agreement shall be recorded by the Authority with the Clerk of the Court in the Public Records of Palm Beach County as an amendment to the Interlocal

Agreement and recorded in the public records of Lake County, in accordance with Section 163.01(11), Florida Statutes.

6. Termination of this Party Membership Agreement may occur with 90 days written notice, and at the end of the 90-day period, this Party Membership Agreement shall be automatically terminated and the Authority will not accept any new applications. Any projects related to applications received before the end of the 90-day period shall be permitted to be completed.

7. All capitalized terms used but not defined herein shall have the respective meanings prescribed to them in the Interlocal Agreement. If there is a conflict between the terms of this Party Membership Agreement and the Interlocal Agreement, the terms of this Party Membership Agreement shall govern.

**IN WITNESS WHEREOF**, the Parties hereto subscribe their names to this Interlocal Agreement by their duly authorized officers on the dates set forth below.

ATTEST: **Florida Green Finance Authority**, a separate legal entity established pursuant to Section 163.01(7), Florida Statutes

By: \_\_\_\_\_  
Secretary of the Authority

By: \_\_\_\_\_  
Chair of the Authority

Approved by Authority Attorney  
as to form and legal sufficiency

By: \_\_\_\_\_  
Authority Attorney

ATTEST: City of Eustis, through its City Commission

\_\_\_\_\_  
Christine Halloran  
Clerk of the City Commission of  
the City of Eustis

By: \_\_\_\_\_  
Chair

\_\_\_\_ day of \_\_\_\_\_, 2021.

{SEAL}

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Derek Schroth, Esq.  
City Attorney

**EXHIBIT B**  
**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT**  
**RELATING TO THE FUNDING AND FINANCING**  
**OF QUALIFYING IMPROVEMENTS BY THE**  
**FLORIDA PACE FUNDING AGENCY**

**THIS NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT** is made and entered into as of November 17, 2022 (this "Subscription Agreement"), by and between the City of Eustis Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

**ARTICLE I**  
**DEFINITIONS AND CONSTRUCTION**

**SECTION 1.01. DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

**"Board of Directors"** means the governing body of the Agency.

**"Agency Charter Agreement"** or **"Charter"** means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

**"Financing Agreement"** means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

**"Financing Documents"** shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other



instrument relating to the issuance or security of any bond or Obligations of the Agency and any agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

**“Obligations”** shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

**“Program”** means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency’s Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

**“Property Owner”** means, collectively, all of the record owners of real property subject to a Financing Agreement.

**“Qualifying Improvements”** means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

**“Special Assessments”** means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

## SECTION 1.02 CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Subscription Agreement; the term “heretofore” shall mean before the date this Subscription Agreement is executed; and the term “hereafter” shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

**SECTION 1.03. SECTION HEADINGS.** Any headings preceding the texts of the several Articles and Sections of this Subscription Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

**SECTION 1.04. FINDINGS.** It is hereby ascertained, determined and declared that:

(A) The State has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and wind resistance or 'hardening' programs achieving hurricane and wind damage mitigation.

(B) The State Legislature has determined there is a compelling state interest in enabling property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, the Subscriber and its property owners and inhabitants.

(C) The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency's Program.

(D) The Agency's Program has assembled open public governance and oversight, staffing, third-party administration, third-party originators, third-party tax roll administration, Program counsel, and an independent institutional trustee; the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements; and that the Agency presently has funding in place and available under executed bond purchase agreements and trust indentures.

(E) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the Subscriber) and the voluntary participation in the Program by Property Owners will provide an alternative financing option to finance and repay the costs to provide and install Qualifying Improvements.

(F) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

## ARTICLE II SUBSCRIPTION

### SECTION 2.01. AUTHORITY.

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber's jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(D) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(E) This Subscription Agreement may be amended only by written amendment hereto.

### SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED.

The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

### **SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.**

(A) The Board of Directors may adopt from time to time such rates, fees or other charges for the provision of the services of the Agency to be paid by the Property Owner, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

### **SECTION 2.04. FINANCING AGREEMENTS.**

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's authorized non-ad valorem assessments.

**SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.**

(A) Upon execution by the Property Owner and the Agency of the Financing Agreement, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency is authorized to and shall provide the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

**SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.**

(A) The Agency shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act subscribed to by the Subscriber. Subscriber hereby respectfully requests and encourages the tax collector or property appraiser to only impose, charge, or deduct the minimum amount allowed by general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the unique and compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar (\$5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

**SECTION 2.07. PLEDGE OF PROCEEDS FROM NON - AD VALOREM ASSESSMENTS.**

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, the Agency is authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

**SECTION 2.08. CARBON OR SIMILAR CREDITS.** The form of Financing Agreement in each instance shall provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. By execution hereof any such interest in mitigation credits shall be assigned by the Subscriber to the Agency without any future action by the parties. Provided, however, the Subscriber shall upon request from time to time execute and deliver all such documents as may be reasonably required to further evidence the assignment and transfer of such interests to the Agency. Such credits expressly exclude investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

### **ARTICLE III GENERAL PROVISIONS**

**SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS.** This Subscription Agreement constitutes a joint exercise of power, privilege or authority by and between the Subscriber and the Agency and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Subscription Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

**SECTION 3.02. DISCLOSURE.**

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency's Charter Agreement, (3) the Final Judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency's mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature authorizes the availability of the Agency's uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency's mission.

(C) The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.

**SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.**

(A) This Subscription Agreement shall commence as of the date first above written, and shall remain in effect until terminated as herein provided. Either party (the "non-breaching party") may terminate this Subscription Agreement by providing the other party (the "breaching party") 10 days prior written notice ("Termination Notice") in the event the breaching party breaches this Subscription Agreement and such breach is not cured to the reasonable satisfaction of the non-breaching party within a reasonable period of time following notice of such breach. Beginning on the date the Agency receives from, or gives to, the Subscriber a Termination Notice ("Termination Date"), the Agency shall not approve any new applications affecting property within the legal boundaries of the Subscriber.

(B) Termination for Convenience. Any Party may terminate this Subscription Agreement upon thirty (30) days prior written notice for convenience and without cause.

(C) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by pledged revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable

provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

**SECTION 3.04. AMENDMENTS AND WAIVERS.**

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other evidence of indebtedness without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

**SECTION 3.05. NOTICES.**

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for "next business day" service) to the parties at the following addresses:

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

With a copy to: Bowen & Schroth, P.A.  
Derek Schroth, City Attorney  
600 Jennings Ave.  
Eustis, FL 32726



Agency: Mike Moran  
 Executive Director  
 Florida PACE Funding Agency  
 c/o Southern Sky Energy  
 4411 Bee Ridge Rd., #134  
 Sarasota, Florida 34233

With a copy to: Program Counsel for the Florida PACE Funding Agency  
 P.O. Box 14043  
 Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

**SECTION 3.06. QUALITY CONTROL AND COMMUNICATION.** For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, the Subscriber is encouraged to objectively and specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

**SECTION 3.07. IMMUNITY; LIMITED LIABILITY.**

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency

shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

**SECTION 3.08. BINDING EFFECT.** This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

**SECTION 3.09. SEVERABILITY** In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 3.10. EXECUTION IN COUNTERPARTS.** This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 3.11. APPLICABLE LAW.** The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate state court in Miami Dade County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

**SECTION 3.12. ENTIRE AGREEMENT.** This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

**THE CITY OF EUSTIS**

(SEAL)

By: \_\_\_\_\_  
Tom Carrino  
Eustis City Manager

Attest:

Approved as to form:

\_\_\_\_\_  
Christine Halloran  
City Clerk

\_\_\_\_\_  
Derek Schroth  
City Attorney

**IN WITNESS WHEREOF**, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

**THE FLORIDA PACE FUNDING AGENCY**

(SEAL)

By: \_\_\_\_\_  
Mike Moran, Executive Director

ATTEST:

\_\_\_\_\_  
James Ley, Secretary

EXHIBIT C

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This instrument was prepared by or under the supervision of (and after recording should be returned to):

Joseph P. Stanton, Esq.  
 Nelson Mullins Broad & Cassel  
 Bank of America Center  
 390 North Orange Avenue  
 Suite 1400  
 Orlando, FL 32801-4961

(SPACE reserved for Clerk of Court)

**LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN THE FLORIDA RESILIENCY AND ENERGY DISTRICT AND [NAME OF LOCALITY]**

This Limited Purpose Party Membership Agreement (the "Agreement") is entered into this 17 day of November, 2022 by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT ("FRED")**, a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and City of Eustis, a political subdivision of the State of Florida the "County of Lake" (collectively, the "Parties") for the purpose of providing a Commercial-Only Property Assessed Clean Energy ("C-PACE") program within the legal boundaries of the City of Eustis.

**WITNESSETH**

**WHEREAS**, pursuant to Section 163.08(1), Florida Statutes, the legislature determined that access to financing for certain renewable energy, energy efficiency and conservation and wind resistance improvements ("Qualifying Improvements") through voluntary assessment programs such as the C-PACE program provides a special benefit to real property by alleviating the property's burden from energy consumption and/or reducing the property's burden from potential wind damage; and

**WHEREAS**, in order to make such Qualifying Improvements more affordable and assist property owners who wish to undertake such improvements, the legislature also determined that there is a compelling state interest in enabling property owners to voluntarily finance such Qualifying Improvements with the assistance of local governments, through the execution of financing agreements and the related imposition of voluntary, non-ad valorem special assessments; and

**WHEREAS**, an Interlocal Agreement, dated September 6, 2016, as amended and supplemented from time to time (the "Interlocal Agreement") was entered into between the Town of Lake Clarke Shores, the City of Fernandina Beach, and any subsequent parties thereto (the "Public Agencies") and, in the limited capacity described therein, the Florida Development Finance Corporation ("FDFC") and, together with the Public Agencies, the "Parties"), for the purpose of facilitating the financing of Qualifying Improvements for

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properties located within FRED's aggregate legal boundaries via the levy and collection of voluntary non-ad valorem special assessments on improved property; and

**WHEREAS**, the City of Eustis agrees with such legislative determinations and finds that the financing of Qualifying Improvements through the C-PACE program provides a special benefit to participating real property within its legal boundaries; and

**WHEREAS**, the Parties to this Agreement desire to supplement the Interlocal Agreement to include the City of Eustis as a Limited Member, as such term is defined in the Interlocal Agreement, on the date last signed below.

**NOW, THEREFORE**, in consideration of the above recitals, terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

**SECTION 1. DEFINITIONS.** Any capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning specified for such term in the Interlocal Agreement.

**SECTION 2. PURPOSE.** The purpose of this Agreement is to facilitate the financing of Qualifying Improvements through a C-PACE program with multiple, vetted C-PACE Administrators, in accordance with Section 163.08, Florida Statutes, and provide an efficient process for real property owners within the legal boundaries of the City of Eustis to access the C-PACE program and permit FRED to administer and oversee the C-PACE program within such legal boundaries.

**SECTION 3. RIGHTS OF PARTIES.** FRED, together with its member Parties, and the City of Eustis with the intent to be bound thereto, hereby agree that the City of Eustis shall become a Party to the Interlocal Agreement together with only those rights and obligations of Parties to the Interlocal Agreement as are necessary to fulfill the purposes described in this Agreement, including access to financing and processing of non-ad valorem special assessments by FRED, within the legal boundaries of the City of Eustis, as more specifically described below, and in accordance with federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the City of Eustis.

**SECTION 4. INCORPORATION OF RECITALS AND LEVY OF SPECIAL ASSESSMENTS.** The Parties hereby acknowledge and agree with each recital to this Agreement and incorporate such findings herein as their own. The non-ad valorem special assessments arising from a property owner's voluntary participation in the C-PACE program shall be levied by FRED on properties within the legal boundaries the City of Eustis and the receipt and distribution of any non-ad valorem special assessments imposed by FRED are purely ministerial acts.

**SECTION 5. QUALIFYING IMPROVEMENTS.** FRED may provide access to financing for Qualifying Improvements to real property within the legal boundaries of the City of Eustis, in accordance with Section 163.08, Florida Statutes, and

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subject to the terms of this Agreement, as well as applicable federal, state, and City of Eustis law.

**SECTION 6. FINANCING AGREEMENT.** Before extending any financing or subjecting any participating real property within the legal boundaries of the City of Eustis to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, shall, on a non-exclusive basis pursuant to the Section 163.08, Florida Statutes and this Agreement, enter into a financing agreement (the "Financing Agreement") with property owner(s) within the legal boundaries of the [City of Eustis who qualify for financing through FRED. The Financing Agreement shall include a thorough explanation of the C-PACE financing process and specify at what point in the process the special assessment will be added to the real property's owner's property tax bills (after completion of the project(s), permit approval, and approval by the property owner).

**SECTION 7. BOUNDARIES OF THE C-PACE PROGRAM.** For the limited purposes of administering the C-PACE program and imposing non-ad valorem special assessments as described in this Agreement, the legal boundaries of FRED shall include the legal boundaries of the City of Eustis, which legal boundaries may be limited, expanded to reflect annexation, or more specifically designated from time to time by the City of Eustis by providing written notice to FRED. Upon execution of this Agreement and written request thereafter, the City of Eustis agrees to provide FRED the current legal description of the legal boundaries of the City of Eustis.

**SECTION 8. ELIGIBLE PROPERTIES.** Within the legal boundaries of the City of Eustis, improved real property, including multi-family residential with 5 or more units per parcel, commercial, agricultural and industrial use may be eligible for participation in the C-PACE program within the limits otherwise prescribed in Section 163.08, Florida Statutes.

**SECTION 9. C-PACE PROVISIONS.** Except as required or prohibited by Florida Statute, commercial property financings:

- (A) may be subject to a prepayment penalty or other similar structures;
- (B) may include a drawdown schedule during construction;
- (C) may include existing and new construction; and
- (D) may include existing and new construction; may include multifamily residential properties having four (4) or more dwelling units, assisted living facilities and other licensed facilities offering services to individuals in residence at the facility.

**SECTION 10. SURVIVAL OF SPECIAL ASSESSMENTS.** During the term of this Agreement, FRED may levy voluntary non-ad valorem special assessments on participating properties within the legal boundaries of the City of Eustis to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the City of Eustis hereof. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for such Qualified Improvement is repaid in full, in accordance with Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in the legal boundaries of the City of Eustis as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.

**SECTION 11. TERM.** This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice ("Termination Notice") in accordance with the terms of the Interlocal Agreement. Beginning on the date FRED receives a Termination Notice from the City of Eustis ("Termination Date"), FRED shall not approve any new applications affecting property within the legal boundaries of the City of Eustis referenced in the Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were approved prior to the Termination Date, and who received funding through the C-PACE program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.

**SECTION 12. CONSENT.** This Agreement, together with the resolution by the governing board of the City of Eustis approving this Agreement, shall be considered the Parties' consent to authorize FRED to administer the C-PACE program within the legal boundaries of the City of Eustis, as required by Section 163.08, Florida Statutes. Written notice will be provided to FRED in the event the City of Eustis subsequently takes an action to prohibit FRED from imposing the non-ad valorem special assessments within legal boundaries of the City of Eustis.

**SECTION 13. City of Eustis COORDINATOR.** The [DEPARTMENT/OFFICE] within the City of Eustis shall serve as the City of Eustis's primary point of contact and coordinator. The City of Eustis will advise FRED of any changes to the City of Eustis's primary contact and coordinator within 30 days of such changes.

**SECTION 14. CARBON OR SIMILAR CREDITS.** To the extent permitted by law, in the event that the Financing Agreement or any other C-PACE



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agreement with the property owner provides for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to FRED, any such carbon or similar mitigation credits derived from properties within the legal boundaries of the City of Eustis, shall be shared in equal parts between FRED and the City of Eustis.

**SECTION 15. LIMITED OBLIGATIONS.** Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the City of Eustis without a separate interlocal agreement or other authority provided by State law. To the extent that FRED or FDFC issues C-PACE-related bonds under its own authority in connection with this Agreement, the security for such bonds may be secured by non-ad valorem special assessments imposed by FRED on participating properties within the legal boundaries of the City of Eustis. The issuance of such bonds shall not directly or indirectly or contingently obligate the City of Eustis to levy or to pledge any form of taxation whatever, or to levy ad valorem taxes on any property within their territorial limits to pay the bonds, and the bonds shall not constitute a lien upon any property owned by the City of Eustis. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the City of Eustis is not an obligated party, and also adequately disclose material attendant risks with C-PACE programs.

**SECTION 16. LIABILITY, INDEMNIFICATION AND SOVEREIGN IMMUNITY.**

(A) City of Eustis and FRED are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(0), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the founders or members of FRED shall not be held jointly liable for the torts of the officers or employees of the FRED, or any other tort attributable to FRED, and that FRED alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. City of Eustis and FRED acknowledge and agree that FRED shall have all of the applicable privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. City of Eustis is completely independent of FRED. To the extent provided by law, FRED shall indemnify, defend and hold harmless City of Eustis from any and all damages, claims, and liability arising from the negligence or intentional misconduct of FRED relating to operation of the C-PACE program. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(B) Neither City of Eustis, nor the local governments who are either or both the founders or members of the Agency, nor any subsequently joining or participating local government as members of FRED shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of FRED, the governing board of

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FRED or any other agents, employees, officers or officials of FRED, except to the extent otherwise mutually and expressly agreed upon, and neither FRED, the governing board of FRED or any other agents, employees, officers or officials of FRED have any authority or power to otherwise obligate either City of Eustis, the local governments who are either or both the founders or members of FRED, nor any subsequently subscribing or participating local government in the business of FRED in any manner.

(C) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Agreement.

**SECTION 17. AGREEMENTS WITH TAX COLLECTOR AND PROPERTY APPRAISER.** This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser having jurisdiction over the legal boundaries of the City of Eustis, which shall provide for the collection of any non-ad valorem special assessments imposed by FRED within the legal boundaries of the City of Eustis. If required by the tax collector and property appraiser, the City of Eustis agrees to enter into those agreements as a third-party to facilitate the collection of the non-ad valorem special assessments imposed by FRED.

**SECTION 18. OPINION OF BOND COUNSEL.** FRED warrants, based on counsel's review of the bond validation judgment and the underlying bond documents that the FDFC C-PACE program's structure complies with the bond validation judgment and the underlying bond documents.

**SECTION 19. AGENTS OF FRED.** FRED shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable City of Eustis, state and federal laws.

**SECTION 20. NOTICES.** Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, or by electronic mail, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

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**If to FRED:**

The Florida Resiliency and Energy District  
c/o Florida Development Finance Corporation  
156 Tuskawilla Road, Suite 2340  
Winter Springs, FL 32708  
[info@fdfcbonds.com](mailto:info@fdfcbonds.com)

and Issuer's Counsel with Nelson Mullins  
Joseph Stanton, Esq.  
Bank of America Center  
390 North Orange Avenue, Suite 1400  
Orlando, FL 32801-4961  
407.839.4200 (t)  
[jstanton@nelsonmullins.com](mailto:jstanton@nelsonmullins.com)

**If to City of Eustis:**

City of Eustis Coordinator,  
[INSERT CONTACT INFORMATION]

**SECTION 20. AMENDMENTS.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the City of Eustis and FRED or other delegated authority authorized to execute same on their behalf.

**SECTION 21. JOINT EFFORT.** The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**SECTION 22. MERGER.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 23. ASSIGNMENT.** The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

**SECTION 24. THIRD PARTY BENEFICIARIES.** None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement; provided, however, that counsel to the Parties may rely on this Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.

**SECTION 25. RECORDS.** The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

**SECTION 26. RECORDING.** This Limited Purpose Party Membership Agreement shall be filed by FRED with the Clerk of the Circuit Court in the Public Records of the City of Eustis and recorded in the public records of the City of Eustis as an amendment to the Interlocal Agreement, in accordance with Section 163.01(11), Florida Statutes.

**SECTION 27. SEVERABILITY.** In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

**SECTION 28. EFFECTIVE DATE.** This Agreement shall become effective upon the execution by both Parties hereto.

**SECTION 29. LAW, JURISDICTION, AND VENUE.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the [First...Twentieth] Judicial Circuit in and for Lake County, Florida, the United States District Court for the [Northern][Middle][Southern] District of Florida or United States Bankruptcy Court for the [Northern][Middle][Southern] District of Florida, as appropriate.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[NAME OF LOCALITY], FLORIDA

By: \_\_\_\_\_ Date \_\_\_\_\_  
City of Eustis  
Mayor or Designee

For the [ ] of City of Eustis [NAME OF LOCALITY],

Attest:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Christine Halloran,  
City Clerk

**NOTARY ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of

physical presence or  online notarization, on this \_\_\_\_\_  
Date ( #, Month, Year)  
\_\_\_\_\_ as \_\_\_\_\_ of  
Signee, Printed Name

the City of Eustis.

is personally known or  has produced identification.  
Type of Identification (if applicable): \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

FLORIDA DEVELOPMENT FINANCE CORPORATION on behalf of FLORIDA RESILIENCY AND ENERGY DISTRICT

By:

\_\_\_\_\_  
Ryan Bartkus  
Deputy Executive Director

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

NOTARY ACKNOOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of

physical presence or  online notarization, on this \_\_\_\_\_  
Date ( #, Month, Year)

\_\_\_\_\_  
Signee, Printed Name

as \_\_\_\_\_ of the Florida Development Finance Corporation

is personally known or  has produced identification.  
Type of Identification (if applicable): \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

[Seal]

**MEMBERSHIP AGREEMENT  
BETWEEN THE  
GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT  
AND THE CITY OF EUSTIS**

This Membership Agreement (the “Membership Agreement”) is entered into this \_\_\_day of 17<sup>th</sup> of November 2022 by and between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic (the “Green Corridor”), and City of Eustis\_, Florida, a municipal corporation of the State of Florida Lake County” (collectively, the “Parties”) for the purpose of providing a PACE program within the County.

**RECITALS**

**WHEREAS**, on August 6, 2012, the Green Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

**WHEREAS**, on 17<sup>th</sup> November 2022, the City of Eustis adopted Resolution No. 22-87. agreeing to join the Green Corridor as a non-voting member in order to finance qualifying improvements on commercial property in the County in accordance with Section 163.08, Florida Statutes; and

**WHEREAS**, the Parties have determined that entering into this Membership Agreement is in the best interest and welfare of the property owners within the Green Corridor and County.

**NOW, THEREFORE**, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

**Section 1. Recitals Incorporated.** The above recitals are true and correct and incorporated herein.

**Section 2. Purpose.** The purpose of this Membership Agreement is to facilitate the financing of qualifying improvements for property owners of commercial property within the County in accordance with Section 163.08, Florida Statutes, by virtue of the County’s joining the Green Corridor as a non-voting member and utilizing the Green Corridor’s existing program (the “Program”).

**Section 3. Qualifying Improvements.** The County shall allow the Green Corridor to provide financing of qualifying improvements, as defined in Section 163.08, Florida Statutes, on commercial properties within the County.

**Section 4. Non-Exclusive.** The Green Corridor Program is non-exclusive, meaning the County specifically reserves the right to join any other entity providing a similar program under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.

**Section 5. Program Guidelines.** The Parties agree that, unless the County desires to implement its own local program guidelines as described below, the Program to be offered in the County will be wholly governed by the Green Corridor’s Program Guidelines. If the County

desires to implement its own local program guidelines, it may do so upon sixty (60) day's written notice to the Green Corridor. Any such local program guidelines can be amended and changed only by the authorized designee of the County. These local program guidelines shall be consistent with the Green Corridor's guidelines. The County may adopt more restrictive guidelines than that of the Green Corridor. However, if there is a conflict between the Green Corridor's guidelines and the County's guidelines, the Green Corridor's guidelines shall control.

**Section 6. Boundaries.** Pursuant to this Membership Agreement, the boundaries of the Green Corridor shall include the legal boundaries of the County, which boundaries may be limited, expanded, or more specifically designated from time to time by the County by providing written notice to the Green Corridor. As contemplated in the Interlocal Agreement (as defined in Section 8) and as supplemented by this Membership Agreement, the Green Corridor will, on a non-exclusive basis, levy voluntary non-ad valorem special assessments on the benefitted properties within the boundaries of the County to help finance the costs of qualifying improvements for those individual properties. Those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with Section 163.08, Florida Statutes and other applicable law. Notwithstanding termination of this Membership Agreement or notice of a change in boundaries by the County as provided for above, those properties that have received financing for qualifying improvements shall continue to be a part of the Green Corridor, until such time that all outstanding debt has been satisfied.

**Section 7. Financing Agreement.** The Parties agree that the Green Corridor may enter into a financing agreement, pursuant to Section 163.08, Florida Statutes, with property owner(s) within the County who obtain financing through the Green Corridor.

**Section 8. Amended and Restated Interlocal Agreement.** The Parties agree that the County shall be subject to all terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312, which created the Green Corridor (the "Interlocal Agreement"). In the event of any conflict between the Interlocal Agreement and this Membership Agreement, this Membership Agreement shall control the rights and obligations of the County.

**Section 9. Responsibilities of the Green Corridor; Indemnification.** The Green Corridor shall be solely responsible for all matters associated with origination, funding, financing and administration of each of the Green Corridor's authorized non-ad valorem assessments, including responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program. The Parties understand that indemnification of the Green Corridor members is provided for in Section 16 of the Interlocal Agreement, and that such provisions shall apply to the County. In addition to the indemnification provided pursuant to the Interlocal Agreement, the Green Corridor will directly indemnify and hold harmless the County, its respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with performance or nonperformance by the Green Corridor, its officers, contractors and agents for all matters associated with origination, funding, financing and administration of each of the Green Corridor's authorized non-ad valorem assessments, including responding to any complaints or



inquiries by participants, tax certificate holders, lenders or others relating to the Program’s special assessments, the Program’s financing agreements, the Program’s qualifying improvements, or any other aspect of the Program. This grant of indemnification shall not be deemed or treated as a waiver by the Green Corridor of any immunity to which it is entitled by law, including but not limited to the District’s sovereign immunity as set forth in Section 768.28, Florida Statutes. This Section shall survive termination of this Agreement.

**Section 10. Agreements with Tax Collector, Property Appraiser and Municipalities.** The Green Corridor acknowledges that the County has no authority to bind the County Tax Collector and the County Property Appraiser, and the Green Corridor will be required to enter into separate agreement(s) with the County Tax Collector and/or the County Property Appraiser, which shall establish the fees (if any) to be charged by the Tax Collector and Property Appraiser for the collection or handling of the Program’s special assessments.

**Section 11. Resale or Refinancing of a Property.** The Green Corridor recognizes that some lenders may require full repayment of the Program’s special assessments upon resale or refinancing of a property subject to the Program’s special assessments. The Green Corridor agrees to provide written disclosure of this matter to all County property owners that may utilize the Program.

**Section 12. Term.** This Membership Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Membership Agreement upon ninety (90) days prior written notice.

**Section 13. Consent.** This Membership Agreement and any required resolution or ordinance of an individual Party shall be considered the County’s consent to joining the Green Corridor and participation therein, as required by Section 163.08, Florida Statutes.

**Section 14. Voting Rights.** The Parties agree that the County shall be a non-voting member of the Green Corridor for the term of this Membership Agreement.

**Section 15. Notices.** Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

*If to Green Corridor:*  
Paul Winkeljohn, Executive Director  
Green Corridor  
5385 Nob Hill Rd.  
Sunrise, FL 33351

*If to County:*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*With a Copy to:*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 16. Amendments.** It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto.

**Section 17. Joint Effort.** The preparation of this Membership Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**Section 18. Merger.** This Membership Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Membership Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document, executed with the same formality, and of equal dignity herewith by all Parties to this Membership Agreement.

**Section 19. Assignment.** The respective obligations of the Parties set forth in this Membership Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

**Section 20. Records.** The Parties shall each maintain their own respective records and documents associated with this Membership Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

**Section 21. No Third-Party Beneficiaries.** It is the intent and agreement of the Parties that this Agreement is solely for the benefit of the Parties and no person not a party hereto shall have any rights or privileges hereunder.

**Section 22. Severability.** In the event a portion of this Membership Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

**Section 23. Venue.** The exclusive venue of any legal or equitable action against the County that arises out of or relates to this Membership Agreement shall be the appropriate state court in Bay County.

**Section 24. Effective Date.** This Membership Agreement shall become effective upon the execution by the Parties hereto.

[This space intentionally left blank. Signature page follows.]

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the day first written above.

ATTEST:

GREEN CORRIDOR PROPERTY  
ASSESSMENT CLEAN ENERGY (PACE)  
DISTRICT

By: \_\_\_\_\_  
District Secretary

By: \_\_\_\_\_  
Executive Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Weiss Serota Helfman  
Cole & Bierman P.L., District Attorney

ATTEST:

THE COUNTY OF \_\_\_\_\_, FLORIDA

By: \_\_\_\_\_  
Name, Title

By: \_\_\_\_\_  
Name, Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Name, County Attorney

[SIGNATURE PAGE TO MEMBERSHIP AGREEMENT]



CFN 2012R0550022  
 DR Bk 28217 Pgs 0312 - 333 (22pgs)  
 RECORDED 08/06/2012 12:20:13  
 HARVEY RUVIN, CLERK OF COURT  
 DADE COUNTY, FLORIDA

**AMENDED AND RESTATED<sup>1</sup>  
 INTERLOCAL AGREEMENT BETWEEN THE TOWN OF  
 CUTLER BAY, VILLAGE OF PALMETTO BAY, VILLAGE OF  
 PINECREST, CITY OF SOUTH MIAMI, MIAMI SHORES VILLAGE, CITY OF CORAL  
 GABLES & CITY OF MIAMI**

This Amended and Restated Interlocal Agreement (the "Interlocal Agreement") is entered into between the Town of Cutler Bay, Florida, a Florida municipal corporation; Village of Palmetto Bay, Florida, a Florida municipal corporation; Village of Pinecrest, a Florida municipal corporation; City of South Miami, a Florida municipal corporation; Miami Shores Village, a Florida municipal corporation; City of Coral Gables, a Florida municipal corporation, and the City of Miami, a Florida municipal corporation (Collectively, the "Parties").

**RECITALS**

**WHEREAS**, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

**WHEREAS**, Section 163.01 (7), Florida Statutes, allows for the creation of a "separate legal entity" constituted pursuant to the terms of the interlocal agreement to carry out the purposes of the interlocal agreement for the mutual benefit of the governmental units; and

**WHEREAS**, the Parties desire to enter into an interlocal agreement creating a separate legal entity entitled the Green Corridor Property Assessment Clean Energy (PACE) District, hereinafter referred to as the "District;" and

**WHEREAS**, Section 166.021, Florida Statutes, authorizes the Parties to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, Section 163.08, Florida Statutes, provides that a "local government," defined as a county, municipality, a dependent special district as defined in Section 189.403, Florida Statutes, or a separate legal entity created pursuant to Section 163.01(7), Florida Statutes may finance energy related "qualifying improvements" through voluntary assessments; and

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<sup>1</sup> This Interlocal Agreement restates and amends an interlocal agreement approved by the Town of Cutler Bay, Village of Palmetto Bay, Village of Pinecrest, and City of South of Miami, which was not recorded and thus never became effective. Therefore, this Interlocal Agreement, upon recordation, shall serve as the Interlocal Agreement establishing the Green Corridor Property Assessment Clean Energy (PACE) District created pursuant to Section 163.01(7), Florida Statutes.

**WHEREAS**, Section 163.08, Florida Statutes, provides that improved property that has been retrofitted with energy-related qualifying improvements receives the special benefit of alleviating the property's burden from energy consumption and assists in the fulfillment of the state's energy and hurricane mitigation policies; and

**WHEREAS**, Section 163.08(5), Florida Statutes, provides that local governments may enter into a partnership with one or more local governments for the purpose of providing and financing qualifying improvements; and

**WHEREAS**, the Parties to this Interlocal Agreement have expressed a desire to enter into this Interlocal Agreement in order to authorize the establishment of the District as a means of implementing and financing a qualifying improvements program within the District; and

**WHEREAS**, the Parties have determined that it is necessary and appropriate to create the District and to clarify various obligations for future cooperation between the Parties related to the financing of qualifying improvements within the District; and

**WHEREAS**, the Parties agree and understand that each member of the District will have complete control over the administration, governance, and implementation of their own PACE program, which includes, but is not limited to, the ability to review and approve program documents, marketing strategies, and determining eligible property types and improvements; and

**WHEREAS**, the Parties have determined that it shall serve the public interest to enter into this Interlocal Agreement to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage to provide for the financing of qualifying improvements within the District.

**NOW, THEREFORE**, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

Section 2. Purpose. The purpose of this Interlocal Agreement is to consent to and authorize the creation of the District, pursuant to Section 163.08, Florida Statutes in order to facilitate the financing of qualifying improvements for property owners within the District. The District shall be a separate legal entity, pursuant to Section 163.01(7), Florida Statutes.

Section 3. Qualifying Improvements. The District shall allow the financing of qualifying improvements as defined in Section 163.08, Florida Statutes.

Section 4. Enabling Ordinance or Resolution. The Parties to this Interlocal Agreement agree to approve and keep in effect such resolutions and ordinances as may be necessary to approve, create and maintain the District. Said ordinances and resolutions shall include all of the provisions as provided for in Sections 163.01 and

163.08, Florida Statutes, for the creation of a partnership between local governments as a separate legal entity. The District shall be created upon the execution of this Interlocal Agreement by the Parties hereto and the adoption of an ordinance or resolution of support by the Parties establishing the District. Additional local governments may join in and enter into this Interlocal Agreement by approval of two-thirds of the members of the Board (as defined in Section 6 below), execution of this Interlocal Agreement and adoption of an ordinance or resolution of support establishing the District.

Section 5. District Boundaries. The boundaries of the District shall be the legal boundaries of the local governments that are Parties to this Interlocal Agreement. As contemplated in this Interlocal Agreement, the District will levy voluntary assessments on the benefitted properties within the boundaries of the District to help finance the costs of qualifying improvements for those individual properties. Upon petition by the landowners of individual properties desiring to be benefitted, those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with the applicable law. Notwithstanding a Parties termination of participation within this Interlocal Agreement, those properties that have received financing for qualifying improvements shall continue to be a part of the District, until such time that all outstanding debt has been satisfied.

Section 6. Governing Board of the District. The District shall be governed by a governing board (the "Board,") which shall be comprised of property owners or elected officials within the jurisdictional boundaries of the Parties to this Interlocal Agreement and one at large property owner from within the District. The maximum number of members of the Board serving at any given time shall be no more than seven (7) and the minimum number of members shall be not less than three (3). Notwithstanding the foregoing, the maximum number of members on the Board may be increased by a two-third majority vote of the Board. The initial Board shall serve for an initial four (4) year term and shall consist of one (1) representative appointed by each Party from within their jurisdictional boundaries. The initial at large member of the Board shall be appointed by a majority vote of the Board. All subsequent renewal terms shall be for four (4) years. Following the initial Board appointments, the Parties to this Interlocal Agreement shall nominate appointees to be elected to the Board by current sitting Board members. In the event a Board member is no longer eligible to serve on the Board, that Party to this Interlocal Agreement shall appoint a replacement to fulfill the remaining term of that member. The Board's administrative duties shall include all duties necessary for the conduct of the Board's business and the exercise of the powers of the District as provided in Section 11.

Section 7. Decisions of the Board. Decisions of the Board shall be made by majority vote of the Board. The Board may adopt rules of procedure. In the absence of the adoption of such rules of procedure, the fundamental parliamentary procedures of Roberts Rules of Order shall apply.

Section 8. District Staff and Attorney. The Town Manager of Cutler Bay shall serve as the staff to the District. In addition, the Town Attorney for Cutler Bay shall

serve as the counsel to the District. To the extent not paid by the Third Party Administrator of the District (the "TPA"), all of the District's staff and attorney expenses shall be borne by the Town of Cutler Bay. After the District has been operating for two years, the Board may choose to hire different District staff and/or Attorney. If the Board chooses to hire different District staff and/or Attorney, the Town of Cutler Bay will no longer pay for the staff and/or attorney expenses to the extent they are not paid by the TPA.

Section 9. Financing Agreement. The Parties agree that the District shall enter into a financing agreement, pursuant to Section 163.08(8), Florida Statutes, with property owner(s) who obtain financing through the District.

Section 10. Procurement. The Parties agree and understand that the initial procurement for the TPA for the District was performed by the Town of Cutler Bay in accordance with its adopted competitive procurement procedures (Request for Proposal 10-05). The Parties further agree and understand that the Town of Cutler Bay has selected Ygrene Energy Fund, Florida, LLC (the "Ygrene") as the initial TPA. The Town of Cutler Bay, on the behalf of the District, has entered into an Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which was assigned to the District.

Section 11. Powers of the District. The District shall exercise any or all of the powers granted under Sections 163.01 and 163.08, Florida Statutes, as may be amended from time to time, which include, without limitation, the following:

- a. To finance qualifying improvements within the District boundaries;
- b. In its own name to make and enter into contracts;
- c. To employ agencies, employees, or consultants;
- d. To acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- e. To acquire, hold, or dispose of property;
- f. To incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the Parties to this Interlocal Agreement;
- g. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of the District, the conduct of the business of the District, and the maintenance of records and documents of the District;
- h. To maintain an office at such place or places as it may designate within the District or within the boundaries of a Party to this Interlocal Agreement;
- i. To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of

the powers, duties, or purposes authorized by Section 163.08, Florida Statutes, and to accept funding from local and state agencies;

- j. To exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized in Section 163.08, Florida Statutes; and
- k. To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement.

Section 12. Quarterly Reports. A quarterly report of the District shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly report shall include a balance sheet, statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles. All records such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, reports and other related records produced and maintained by the District, its employees and consultants shall be deemed public records, and shall be made available for audit, review or copying by a Party to this Interlocal Agreement upon reasonable notice.

Section 13. Term. This Interlocal Agreement shall remain in full force and effect from the date of its execution; provided, however, that any Party may terminate its involvement in the District and its participation in this Interlocal Agreement upon ten (10) days' written notice to the other Parties. Should a Party terminate its participation in this Interlocal Agreement, be dissolved, abolished, or otherwise cease to exist, the District and this Interlocal Agreement shall continue until such time as all remaining Parties agree to terminate.

Section 14. Consent. This Interlocal Agreement and any required resolution or ordinance of an individual Party shall be considered the Parties' consent to the creation of the District as required by Sections 163.01 and 163.08, Florida Statutes.

Section 15. Liability. The Parties hereto shall each be individually and separately liable and responsible for the actions of its own officers, agents and employees in the performance of their respective obligations under this Interlocal Agreement. Except as specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency pursuant to this Interlocal Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Interlocal Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Nothing in this Agreement shall be construed



to affect in any way the Parties' rights, privileges, and immunities, including the monetary limitations of liability set forth therein, under the doctrine of "sovereign immunity" and as set forth in Section 768.28 of the Florida Statutes.

Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to _____:	See Attachment
With a Copy to:	See Attachment
	_____
	_____
	_____
	_____
	_____
	_____
	_____

Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

Section 19. Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County, as required by Section 163.01(11), Florida Statutes.

Section 20. Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 21. Merger. This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Interlocal Agreement.

Section 22. Assignment. The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.

Section 23. Records. The Parties shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

Section 24. Governing Law and Venue. This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be proper exclusively in Miami-Dade County, Florida.

Section 25. Severability. In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Section 26. Third Party Beneficiaries. This Interlocal Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claims under or by reason of this Interlocal Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties.

Section 27. Effective Date. This Interlocal Agreement shall become effective upon the execution by the Parties hereto and recordation in the public records of the applicable county.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 24<sup>th</sup> day of JULY, 2012.



ATTEST:

TOWN OF CUTLER BAY, a municipal corporation of the State of Florida

BY: [Signature]  
Town Clerk

BY: [Signature]  
Town Manager

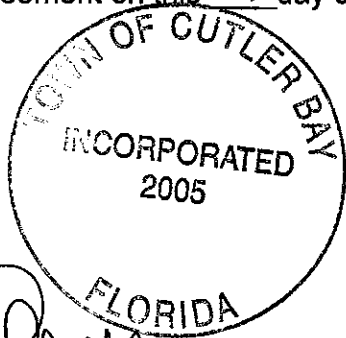
(Affix Town Seal)

Approved by Town Attorney  
as to form and legal sufficiency

[Signature]  
Town Attorney



IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 27 day of July, 2012.



ATTEST:

TOWN OF CUTLER BAY, a municipal corporation of the State of Florida

BY: [Signature]  
Town Clerk

BY: [Signature]  
Town Manager

(Affix Town Seal)

Approved by Town Attorney as to form and legal sufficiency

[Signature]  
Town Attorney

ATTEST:

VILLAGE OF PINECREST, a municipal corporation of the State of Florida

BY: [Signature]  
Guido H. Inguanzo, Jr., CMC  
Village Clerk

BY: [Signature]  
Yocelyn Galiano Gomez, ICMA-CM  
Village Manager

(Affix Town Seal)  
*Village*

Approved by *Village* Attorney as to form and legal sufficiency

[Signature]  
Village Attorney

"Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay: Town Manager  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Town of Cutler Bay, Florida 33189

With a Copy to: Weiss Serota Helfman  
Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Boulevard  
Suite 700  
Coral Gables, Florida 33134

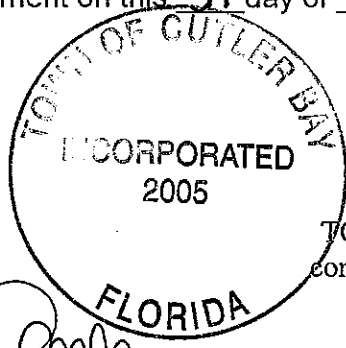
Village Manager/Village of Pinecrest  
12645 Pinecrest Parkway  
Pinecrest, FL 33156

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Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

Section 19. Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County, as required by Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 31 day of July, 2012.



ATTEST:

TOWN OF CUTLER BAY, a municipal corporation of the State of Florida

BY: [Signature]  
Town Clerk

BY: [Signature]  
Town Manager

(Affix Town Seal)

Approved by Town Attorney as to form and legal sufficiency

[Signature]  
Town Attorney

ATTEST:

CITY OF SOUTH MIAMI, a municipal corporation of the State of Florida

BY: [Signature]  
City Clerk

BY: [Signature] for CM 7/31/12  
City Manager

(Affix Town Seal)

Approved by City Attorney as to form and legal sufficiency

[Signature]  
City Attorney



Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay:

Town Manager  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Town of Cutler Bay, Florida 33189

With a Copy to:

Weiss Serota Helfman  
Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Boulevard  
Suite 700  
Coral Gables, Florida 33134

CITY MANAGER  
CITY OF SOUTH MIAMI  
6130 SUNSET DR.  
SOUTH MIAMI, FL 33143

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Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 24th day of July, 2012.

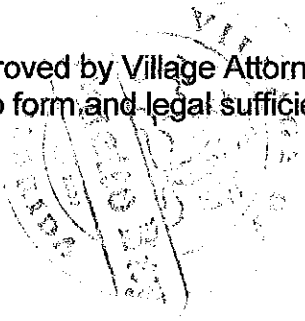
ATTEST:

VILLAGE OF PALMETTO BAY, a municipal corporation of the State of Florida

BY: Melissa Alexandre  
Village Clerk  
(Affix Village Seal)

BY: [Signature]  
Village Manager

Approved by Village Attorney as to form and legal sufficiency:



[Signature]  
Village Attorney

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay: Town Manager  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Town of Cutler Bay, Florida 33189

With a Copy to: Weiss Serota Helfman  
Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Boulevard  
Suite 700  
Coral Gables, Florida 33134

*VILLAGE MANAGER  
VILLAGE OF PALMISTO BAY  
9705 E. HIBISCUS ST.  
PALMISTO BAY, FL 33157*

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Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

Section 19. Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Miami-Dade County, as required by Section 163.01(11), Florida Statutes.

Section 20. Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 30 day of JULY, 2012.

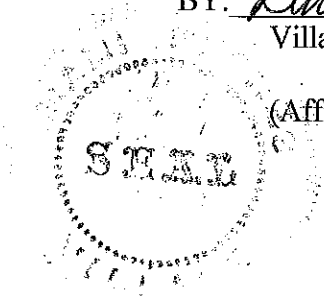
ATTEST:

MIAMI SHORES VILLAGE, a municipal corporation of the State of Florida

BY: Barbara A. Estep, MMC  
Village Clerk

BY: [Signature]  
Village Manager

(Affix Village Seal)



Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Cutler Bay: Town Manager  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Town of Cutler Bay, Florida 33189

With a Copy to: Weiss Serota Helfman  
Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Boulevard  
Suite 700  
Coral Gables, Florida 33134

If to Miami Shores Village: Village Manager  
Miami Shores Village  
10050 N.E. 2<sup>nd</sup> Avenue  
Miami Shores, FL 33138

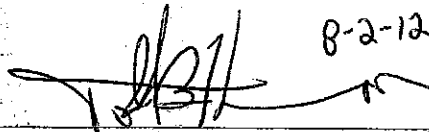
With a Copy to: Richard Sarafan, Esquire  
Genovese Joblove & Batista  
100 S.E. Second Street, 44<sup>th</sup> Floor  
Miami, FL 33131


Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 2 day of August, 2012.

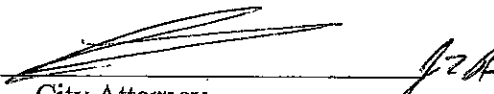
ATTEST:

CITY OF MIAMI, a municipal corporation of the State of Florida

BY:  8-2-12  
City Clerk - Priscilla A. Thompson  
(Affix City Seal)

BY:   
City Manager

Approved by City Attorney  
as to form and legal sufficiency

  
City Attorney

Section 16. Indemnification. The Parties agree that the TPA for the District shall always indemnify and hold harmless the Parties and the District. The Parties understand and acknowledge that the indemnification provisions included in Section 11 "Indemnification" of the Agreement between the Town of Cutler Bay and Ygrene, dated August 16, 2011, which will be assigned to the District, extend to all of the members of the District.

Section 17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to City of Miami:

Johnny Martinez  
City Manager  
City of Miami  
3500 Pan American Dr. □  
Miami, Florida 33133

With a Copy to:

Julie O. Bru  
Office of the City Attorney  
444 SW 2nd Avenue, Suite 952  
Miami, Florida 33130

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Section 18. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the District.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 26<sup>th</sup> day of July, 2012.

The City's execution of this Agreement is subject to Resolution 2012-05, which establishes the properties within Coral Gables that may participate in the District. A copy of the Resolution is attached hereto, and incorporated herein.

ATTEST:

CITY OF CORAL GABLES, a municipal corporation of the State of Florida

BY: *Shatter Joeman*  
City Clerk

BY: *Patrick Jabrino*  
City Manager

(Affix Town Seal)

Approved by City Attorney  
as to form and legal sufficiency

*[Signature]*  
City Attorney





**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT  
FORMING THE FLORIDA GREEN FINANCE AUTHORITY**

This Interlocal Agreement (the "Agreement") is entered into between the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") (together the "Originating Parties") and those additional cities and counties that have and hereafter execute a Party Membership Agreement as defined herein, (the "Additional Parties") and that altogether comprise the Florida Green Finance Authority (the "Authority").

**RECITALS**

**WHEREAS**, Section 163.01, F.S., the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for their mutual benefit; and

**WHEREAS**, Lantana and Mangonia Park with the Additional Parties desire to enter into this Interlocal Agreement in order to establish the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy conservation and efficiency improvements, and to provide additional services consistent with law; and

**WHEREAS**, Section 163.08, F.S., provides that a local government may finance "qualifying improvements," including the type of improvements sought to be provided through this Agreement, via the levy and collection of voluntary non-ad valorem assessments on improved property; and

**WHEREAS**, Sections 170.01, and 170.201, F.S. provide for supplemental and alternative methods of making local municipal improvements, including the type of "qualifying improvements" sought to be provided by this Agreement; and

**WHEREAS**, pursuant to Sections 163.08, 170.01, and 170.201, F.S. and this Agreement, Lantana has created a "qualifying improvements" program entitled "RenewPACE"; and

**WHEREAS**, Section 163.01(7), F.S., allows for the creation of a "separate legal or administrative entity" to carry out the purposes of an interlocal agreement for the mutual benefit of the governmental units, and provide for parties to the agreement to administer the agreement; and

**WHEREAS**, pursuant to Section 163.01(4), F.S. a public agency of this state may exercise jointly with any other public agency of the state, any power, privilege or authority which such agencies share in common and which each might exercise separately, and the Parties to this Agreement have legislative authority over property within their jurisdictional boundaries; and

**WHEREAS**, Section 166.021, F.S., authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law, and Section 125.01 F.S. grants

counties the power to carry on county government to the extent not inconsistent with general or special law; and

**WHEREAS**, Section 163.08, F.S., provides that property retrofitted with energy-related “qualifying improvements” receives a special benefit from reduced energy consumption, benefits from the reduced potential for wind damage and assists in the fulfillment of the state’s energy and hurricane mitigation policies; and

**WHEREAS**, Lantana and Mangonia Park together with the Additional Parties have determined that it is necessary and appropriate to establish various obligations for future cooperation between themselves and the Authority related to the financing of qualifying improvements within the Authority; and

**WHEREAS**, this Agreement shall be administered pursuant to the terms and conditions herein; and

**WHEREAS**, Lantana, Mangonia Park and the Additional Parties have determined that it shall serve the public interest to enter into this Agreement to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage to provide for the financing of qualifying improvements within the Authority.

**NOW, THEREFORE**, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Originating Parties agree as follows:

**Section 1.** Recitals Incorporated. The above recitals are true and correct and are hereby incorporated herein.

**Section 2.** Purpose. The purpose of this Agreement is to provide the most economic and efficient means of implementing a financing program for qualifying improvements on property owners’ lands within the Authority’s Service Area and to provide additional services consistent with state law.

**Section 3.** Creation of the Authority. By execution of this Interlocal Agreement there is hereby created, pursuant to Section 163.01, F.S. and Section 163.08, F.S., the Florida Green Finance Authority (“the Authority”), a separate legal entity and public body with all of the powers and privileges as defined herein.

**Section 4.** Legal Authority/Consent to Serve the Authority. The Authority shall have all the powers, privileges and authority as set forth below and as provided by Chapter 163, F.S., as necessary to accomplish the purposes set forth in this Agreement. By resolution of the governing bodies of the Originating Parties and as subsequently resolved by the Additional Parties, all powers available to the Authority under this Agreement and general law, including but not limited to, Chapters 125, 163, 166, 170, 189 and 197, F.S. may be implemented by the Authority within the jurisdictional boundaries of all Parties. The Parties do hereby consent and agree to levy and collect voluntary non-ad valorem assessments on properties, either individually or collectively through the Authority as permitted by law, as may be more specifically

designated from time-to-time within their respective jurisdictions in accordance with the purposes of this Agreement and applicable law, to be repaid to the Authority. The Parties may also delegate the power to the Authority to levy and collect voluntary non-ad valorem assessments on properties within their jurisdictions as permitted by law. The Authority shall not act, provide its services or conduct its activities within any Party's jurisdiction without the execution of this Agreement and passage of a Resolution within that jurisdiction.

**Section 5.**     Definitions.

- a.     **“Additional Parties”** includes all cities and counties who execute a Party Membership Agreement to become part of the Authority.
- b.     **“Authority Board”** shall be the governing body of the Authority, comprised of representatives from all Parties as defined herein.
- c.     **“RenewPACE Program”** is the qualifying improvements program authorized by Section 163.08, F.S., developed by the third party administrator for Lantana and other Parties who elect to participate.
- d.     **“Interlocal Agreement”** or **“Agreement”** is defined as this Agreement including any amendments and supplements executed in accordance with the terms herein.
- e.     **“Originating Parties”** include the Florida local governments (as defined by Section 163.08, F.S.) that are the original signatories to this Agreement. These are the Towns of Lantana and Mangonia Park.
- f.     **“Participating Property Owner”** is defined as a property owner whose property is located within the Service Area of the Authority and has voluntarily acquired financing from the Authority.
- g.     **“Parties”** are any Florida local government (as defined by Section 163.08, F. S.) having the power to enter into interlocal agreements and which may, subject to the provisions of this Agreement, join in the efforts and activities provided for by this Agreement pursuant to Section 163.01, F.S. Any local government joining these efforts after the initial execution of this Agreement shall be known as an “Additional Party” or simply a “Party”. To become a Party to this Agreement, a local government shall execute a Party Membership Agreement to the Florida Green Finance Authority in substantially similar form as the attached Exhibit B and passage of a Resolution within that jurisdiction.
- h.     **“Qualifying Improvements”** are as defined in Section 163.08, F.S. in addition to any other improvements or services not inconsistent with state law.
- i.     **“Service Area”** shall mean the geographic area comprising all of the jurisdictional boundaries of the Parties, except as such jurisdictional boundaries may be limited, expanded or more specifically designated, in writing with notice provided, from time to time by such Party or Parties, within the Florida Green Finance Authority as that area may be expanded or contracted in accordance with the provisions of this Agreement and the laws of the State of Florida.

**Section 6.**     Representation on the Authority Board. The Originating Parties, and all Additional Parties upon joining the Authority through execution of this Agreement, shall be represented by a member of the Authority Board as provided in Section 10 of this Agreement.

**Section 7.** Authority Boundaries and Service Area. The boundaries of the Authority shall be the legal boundaries of the local governments that are Parties to this Agreement, which boundaries may be limited, expanded or more specifically designated, in writing with notice provided, from time to time by a Party. This is also the Authority's Service Area.

**Section 8.** Role of the Authority. As contemplated in this Agreement, the Authority will uniformly facilitate and assist the Parties with any necessary actions to levy and collect voluntary non-ad valorem assessments, or other legally authorized form of collection, on the benefitted properties within the Authority's Service Area and with securing the repayment of costs of qualifying improvements for those individual properties participating in the RenewPACE Program. Upon approval by the Authority of an application by a landowner desiring to benefit their property, those properties receiving financing for Qualifying Improvements shall be assessed from time to time, in accordance with the applicable law and/or financing documents. Notwithstanding a local government's termination of participation within this Agreement, those properties that have received financing for Qualifying Improvements shall continue to be a part of the Authority, until such time that all outstanding debt has been satisfied and the special assessments shall continue to be levied until paid in full for the applicable benefitted property.

**Section 9.** Powers of the Authority. The Authority shall exercise any or all of the powers granted under Sections 163.01, and 163.08, F.S., as well as powers, privileges or authorities which each local government might exercise separately, as may be amended from time to time, which include, without limitation, the following:

- a. To finance qualifying improvements within the Authority Service Area and to facilitate additional improvements or services consistent with law; including, but not limited to, acquiring, constructing, managing, maintaining or operating buildings, works or improvements;
- b. To make and enter into contracts in its own name;
- c. To enter into any interlocal agreement as necessary to exercise powers conferred by law;
- d. To appoint committees to assist with implementation of this Agreement;
- e. To employ agencies, employees, or consultants;
- f. To acquire, hold, lease or dispose of real or personal property;
- g. To borrow money, incur debts, liabilities, or obligations which shall not constitute the debts, liabilities, or obligations of the Originating Parties or any of the Parties to this Agreement;
- h. To levy and collect assessments, or assist in the levy and collection of assessments, either as the Authority or on behalf of a Party as permitted by law;
- i. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of the Authority, the conduct of the business of the Authority, and the maintenance of records and documents of the Authority;
- j. To maintain an office at such place or places as it may designate within the Service Area of the Authority or within the boundaries of a Party;
- k. To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers,

- duties, or purposes authorized by Section 163.08, F.S., and to accept funding from local and state agencies;
- l. To exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized in Section 163.08, F. S.;
  - m. To create and adopt any and all necessary operating procedures, policies, manuals or bylaws;
  - n. To maintain insurance as the Authority deems appropriate;
  - o. To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement; and
  - p. To exercise any powers or duties necessary to address carbon or renewable energy credits, or any other similar commodity that may come into existence, for the public benefits of the program.

**Section 10.** Authority Board. The Authority shall be governed by a seven (7) member Board of Directors. Only Parties, through their governing bodies, may appoint representatives to serve as an Authority Board Director.

- a. Initial Board Composition. The Initial Board shall be comprised of one Director appointed by the governing body of each Originating Party plus five (5) additional Directors to be appointed by the governing bodies of Additional Parties that join the Authority pursuant to paragraph b.1) below. Upon expiration of their terms as set forth in subparagraph c. of this section, the Initial Board seats shall be filled in the manner set forth below in subparagraph b. of this section.
- b. Rules of Appointment. To encourage broad geographical and diverse jurisdictional representation across the State, the Authority desires Directors from local governments both large and small, including cities and counties representative of the diverse participating regions from throughout the State of Florida. To the extent that their application is practical, in terms of being able to establish a quorum of Directors to conduct Authority business and in terms of the actual breadth of the Authority's Party membership at any given time, the following rules of appointment shall apply to the selection of Directors:
  - 1) Geographic Diversity. To the extent that the Authority has party members in each such boundary area, and to the extent practical, one (1) Director shall be appointed from among the Parties located within the boundaries of each of the five (5) water management districts as defined in Chapter 373, F.S. Additionally, following the expiration of the Initial Board term limit, and to the extent practical, no more than three Directors from Parties located within the same water management district boundary should be seated to serve at the same time.
  - 2) Population Diversity. To the extent practical, the Board shall include one Director from a Party having a population of 500,000 or more residents. To the extent practical, the Board shall also include one Director from a Party having a population of less than 20,000 residents.

- 3) City and County Representation. To the extent practical, the Board shall be comprised of Directors representing at least three (3) cities and representing at least three (3) counties.
  - 4) Originating Party Directors; At Large Directors. Each Originating Party is entitled to a permanent Director seat at all times. In the event that an Originating Party does not appoint its Director, such seat shall become an “at-large” seat. The Board may include up to two (2) At Large Directors. When an at-large Director seat is established and becomes available, any Party that does not already have a representative on the Board may nominate a representative to be considered for an At Large Director seat. At Large Director seats shall each be filled by majority vote of the other five (5) Directors. When selecting an At Large Director from among the representative nominees, the Board shall consider the geographic, population, and county/municipal factors stated in the Rules of Appointment, together with the Order of Appointment set forth in paragraph b.5) as well as any other factors that they believe to be relevant in order to achieve and/or maintain diversity on the Board.
  - 5) Order of Appointment. As Additional Parties join the Authority, their governing body receives the right (but not the obligation) to appoint a Board member on a “first come-first served” basis, within the parameters of paragraphs b.1) through b.4) above. A Party who has a sitting Director may substitute that Director for another one from that local government jurisdiction any time upon notification to the Authority to serve out the remainder of a term. Each Party’s right resets either after expiration of their Board Term, or after the Party is given the option of appointing a representative to the Board and chooses not to do so except for the Originating Party Directors as specified in paragraph b.4)..
  - 6) Expertise of Directors. Parties shall strive to appoint Directors with expertise in finance, administration and/or special assessments.
- c. Director Term Limits. All Board of Director terms shall be three (3) years. However, in the event that successor Directors are not appointed to serve pursuant to the parameters of paragraphs b.1) through b.4) above, then the term limited Director may serve additional terms until a successor is appointed at the end of any such additional term.
- d. Officers. The Board shall be governed by a Chair, a Vice Chair, a Secretary and a Treasurer. The Chair shall preside at meetings of the Authority, and shall be recognized as head of the Authority for service of process, execution of contracts and other documents as approved by the Authority. The Vice Chair shall act as Chair during the absence or disability of the Chair. The Secretary, which officer role may be delegated to a member of Staff, shall keep all meeting minutes and a record of all proceedings and acts of the Board and shall be responsible for ensuring that Board meeting minutes are distributed to all Directors and Parties in

a reasonable time period after the subject meeting. The Treasurer, which officer role may be delegated to a member of Staff, shall be responsible for managing and presenting the Authority Budget. The Chair and Vice-Chair shall be elected from the current Board membership and all officer terms shall be set as one (1) year terms and shall commence on October 1<sup>st</sup> of each year. The Board shall re-organize no later than September 30 for the subsequent fiscal year.

- e. Board Powers and Duties. The Authority Board shall act as the governing body of the Authority and shall have, in addition to all other powers and duties described herein, the following powers and duties:
- 1) To fix the time, and determine policies and orders of business for meetings, the place or places at which its meeting shall be held, and as set forth herein, to call and hold special meetings as may be necessary.
  - 2) To make and pass policies, regulations, resolutions and orders not inconsistent with the Constitution of the United States or of the State of Florida, or the provisions of this Agreement, as may be necessary for the governance and management of the affairs of the Authority, for the execution of the powers, obligations and responsibilities vested in the Authority, and for carrying into effect the provisions of this Agreement.
  - 3) To adopt bylaws or rules of procedure, or amend those initially adopted by the Originating Parties.
  - 4) To fix the location of the principal place of business of the Authority and the location of all offices maintained thereunder.
  - 5) To create any and all necessary offices in addition to Chair, Vice-Chair, Secretary and Treasurer; to establish the powers, duties and compensation of all employees or contractors; and to require and fix the amount of all non-ad valorem assessments and/or fees necessary to operate the RenewPACE Program.
  - 6) To select and employ such employees and executive officers as the Authority Board deems necessary or desirable, and to set their compensation and duties.
  - 7) To employ or hire such attorneys as it deems appropriate to provide legal advice and/or legal services to the Authority, and to employ and hire such other consultants as it deems appropriate through any procedure not inconsistent with law.
  - 8) As applicable and available, nothing herein shall limit the Authority's ability to pursue actions or remedies pursuant to Chapter 120, F.S.
- f. Resignation. Any Director may resign from service upon providing at least thirty (30) days written notice pursuant to Section 27 of this Agreement, to the Authority Board Secretary. Such notice shall state the date said resignation shall take effect. Additionally, any Authority Board Director who is absent for three (3) Authority Board meetings within any given year, unless excused by majority vote of the Board, may, at the discretion of the Board, be deemed to have resigned



from the Authority Board. Any Director who resigns shall be replaced in accordance with the Rules of Appointment set forth in subparagraph (b) above. Any resigning Director shall immediately turn over and deliver to the Authority Board Secretary all records, books, documents or other Authority property in their possession or under their control. If extenuating circumstances require appointment of an interim Director necessary to enable the Authority to operate, an interim Director may be appointed by majority vote of the Authority Board until such time as a permanent successor can be seated.

- g. Board Compensation; Expenses. Authority Board Directors, as representatives of the local government Parties to this Agreement, shall serve without compensation. Reasonable travel or Authority-related expenses for Authority Board Directors shall be reimbursable as permitted by Florida law.

**Section 11.** Meetings of the Authority Board.

- a. Within thirty (30) calendar days of the creation of the Authority, or sooner if feasible, the Originating Parties shall hold an organizational meeting to appoint officers and perform other duties as required under this Agreement.
- b. There shall be an Annual Meeting of the Authority. The annual statements shall be presented, and any other such matter as the Authority Board deems appropriate may be considered.
- c. The Authority Board shall have regular, noticed, quarterly meetings at such times and places as the Authority Board may designate or prescribe. In addition, special meetings may be called, from time to time, by the Authority Board Chair, or by a majority vote of the Authority Board. A minimum of 24 hours notice to the public and all Authority Board Directors shall be given for any special meetings.
- d. In the absence of specific rules of procedure adopted by the Authority Board for the conduct of its meetings, the fundamental principles of parliamentary procedure shall be relied upon for the orderly conduct of all Authority Board meetings.

**Section 12.** Decisions of the Authority Board. A quorum of the Authority Board shall be required to be present at any meeting in order for official action to be taken by the Board. A majority of all Authority Board Directors shall constitute a quorum. A quorum may be established by both in person attendance and attendance through communications media technology, as allowed by state law, and pursuant to policy adopted by the Board. It is the desire and intent of this Agreement that decisions made by the Authority Board shall be by consensus of the Board. However, if a consensus is not achievable in any particular instance, then a majority vote of the quorum of the Authority Board shall be required to adopt any measure or approve any action, unless otherwise provided herein.

**Section 13.** Authority Staff and Attorney. The Authority's administrative functions shall be carried out on a day-to-day basis by the Third-Party Administrator and its subcontractors in accordance with the Administration Services Agreement attached as Exhibit A, as it may be updated and amended from time to time noticed to all Parties to this Agreement. The Third-Party Administrator shall be delegated with all duties necessary for the conduct of the

Authority's business and be delegated with the exercise of the powers of the Authority as provided in Section 163.01 and Section 163.08, F.S. The Authority may also hire legal counsel to serve as its General Counsel.

**Section 14.** Authorized Official. The Authority Board Chair or its designee shall serve as the local official or designee who is authorized to enter into a financing agreement, pursuant to Section 163.08(8), F.S., with property owner(s) who obtain financing through the Authority.

**Section 15.** Additional Parties. With the express goal of expanding to offer services to all Florida local governments, the Originating Parties to this Agreement support and encourage the participation of Additional Parties as contemplated herein.

**Section 16.** Funding the Initial Program. Funding for the Authority shall initially be from grant funds or other funds acquired by the Originating Parties and/or Additional Parties. For the initial establishment of the Authority, contributions can be made to the Authority as permitted by law.

**Section 17.** Debts of the Authority are Not Obligations of any Parties. Pursuant to Section 163.01(7), F.S. the Authority may exercise all powers in connection with the authorization, issuance, and sale of bonds or other legally authorized mechanisms of finance. Any debts, liabilities, or obligations of the Authority do not constitute debts, liabilities or obligations of the Originating Parties or any Additional Party to this Agreement. Neither this Agreement nor the bonds issued to further the program shall be deemed to constitute a general debt, liability, or obligation of or a pledge of the faith and credit of any other Party to this Agreement. The issuance of bonds as contemplated by this Agreement shall not directly, indirectly, or contingently obligate any Party to this Agreement to levy or to pledge any form of taxation whatsoever therefore, or to make any appropriation for their payment.

**Section 18.** Annual Budget.

- a. Prior to the beginning of the Authority's fiscal year, the Authority Board will adopt an annual budget. Such budget shall be prepared in the manner and within the time period required for the adoption of a tentative and final budget for state governmental agencies pursuant to general law. The Authority's annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Authority.
- b. The adopted Budget shall be the operating and fiscal guide for the Authority for the ensuing Fiscal Year.
- c. The Board may from time to time amend the Budget at any duly called regular or special meeting.

**Section 19.** Reports.

- a. **Financial reports:** The Authority shall provide financial reports in such form and in such manner as prescribed pursuant to this Agreement and Chapter 218,

F.S. Both quarterly and annual financial reports of the Authority shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly and annual reports shall include a balance sheet, a statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles.

- b. **Operational reports:** The Authority Board shall cause to be made at least once every year a comprehensive report of its operations including all matters relating to fees, costs, projects financed and status of all funds and accounts.
- c. **Audits:** The Authority shall be subject to, and shall cause to be conducted: (i) an independent financial audit and (ii) an independent performance audit performed in accordance with generally accepted accounting practices and as applicable by state law.
- d. **Reports to be public records:** All reports, as well as supporting documentation such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, and other related records produced and maintained by the Authority, its employees and consultants shall be deemed public records pursuant to Chapter 119, F.S., and shall be made available for audit, review or copying by any person upon reasonable notice.

**Section 20.** Bonds. The Authority Board is authorized to provide, from time to time, for the issuance of bonds, or other legally authorized form of finance, to pay all or part of the cost of qualifying improvements in accordance with law.

**Section 21.** Schedule of Rates and Fees.

- a. Upon the creation of the Authority as set forth in this Agreement, the Authority Board shall establish a schedule of rates, fees or other charges for the purpose of making the Authority a self-sustaining district. There shall not be any obligation on the part of the Originating Parties or any Additional Parties for financing contributions. The Authority shall not be authorized to create or distribute a profit. This shall not, however, prevent the Authority from establishing reserves for unanticipated expenses or for future projects in keeping with sound, prudent and reasonable operation of the Program within industry standards or from fulfilling any other requirements imposed by bond financings, other financial obligations or law. Nor shall this prevent the Authority from incurring costs such as professional fees and other costs necessary to accomplish its purpose. The Authority Board shall fix the initial schedule of rates, fees or other charges for the use of and the services to operate the RenewPACE Program to be paid by each participating property owner consistent with Section 163.08(4), F.S.
- b. The Authority Board may revise the schedule of rates, fees or other charges from time to time; provided however, that such rates, fees or charges shall be so fixed and revised so as to provide sums, which with other funds available for such purposes, shall be sufficient at all times to pay the expenses of operating and maintaining the RenewPACE Program. This shall include any required reserves

for such purposes, the principal of and interest on bonds, or other financing method, as the same shall become due, and to provide a margin of safety over and above the total amount of any such payments, and to comply fully with any covenants contained in the proceedings authorizing the issuance of any bonds or other obligations of the Authority.

- c. The rates, fees or other charges set pursuant to this section shall be just and equitable and uniform for users and, where appropriate, may be based upon the size and scope of the financial obligation undertaken by a Participating Property Owner. All such rates, fees or charges shall be applied in a non-discretionary manner with respect to the Participating Property Owner's geographical location within the Authority's Service Area. No rates, fees or charges shall be fixed or subsequently amended under the foregoing provisions until after a public hearing at which all the potential participants in the Program, and other interested persons, shall have an opportunity to be heard concerning the proposed rates, fees or other charges. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees or other charges shall be provided in accordance with Chapter 163 and Chapter 197, F.S.
- d. The Authority shall charge and collect such rates, fees or other charges so fixed or revised, and such rates, fees and other charges shall not be subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state.
- e. In the event that any assessed fees, rates or other charges for the services and financing provided by the Authority to Participating Property Owners shall not be paid as and when due, any unpaid balance thereof, and all interest accruing thereon, shall be a lien on any parcel or property affected or improved thereby. Pursuant to Section 163.08(8), F.S., such lien shall constitute a lien of equal dignity to county taxes and assessments from the date of recordation. In the event that any such fee, rate or charge shall not be paid as and when due and shall be in default for thirty (30) days or more, the unpaid balance thereof, and all interest accrued thereon, together with attorney's fees and costs, may be recovered by the Authority in a civil action, and any such lien and accrued interest may be foreclosed and otherwise enforced by the Authority by action or suit in equity as for the foreclosure of a mortgage on real property.

**Section 22.** Disbursements. Disbursements made on behalf of the Authority shall be made by checks drawn on the accounts of the Authority.

**Section 23.** Procurement; Program Implementation and Administration. The Authority shall be administered and operated by a Third Party Administrator ("TPA") who shall be responsible for providing services to the Authority for the design, implementation and administration of the RenewPACE Program. The Originating Parties and all Additional Parties understand and acknowledge, and the Town of Lantana represents and warrants that, the procurement for the initial TPA was performed in accordance with its adopted procurement procedures. Pursuant to said procurement procedures, "EcoCity Partners, L3C" was hired as the TPA. The "Florida Green Energy Works Program Administration Services Agreement" between Lantana and EcoCity Partners, L3C is attached hereto as Exhibit 1 and is hereby incorporated by

reference. The initial Florida Green Energy Works Program Administration Services Agreement, as amended, was assigned by the Authority to Renewable Funding LLC on March 10, 2016..

**Section 24.** Term. This Interlocal Agreement shall remain in full force and effect from the date of its execution by the Originating Parties until such time as there is unanimous agreement of the Authority Board to dissolve the Authority. Notwithstanding the foregoing, dissolution of the Authority cannot occur unless and until any and all outstanding obligations are repaid; provided, however, that any Party may terminate its involvement and its participation in this Interlocal Agreement upon thirty (30) days' written notice to the other Parties. Should a Party terminate its participation in this Interlocal Agreement, be dissolved, abolished, or otherwise cease to exist, this Interlocal Agreement shall continue until such time as all remaining Parties agree to dissolve the Authority and all special assessments levied upon Participating Property Owners properties have been paid in full.

**Section 25.** Consent. The execution of this Interlocal Agreement, as authorized by the government body of the Originating Parties and any Additional Party shall be considered the Parties' consent to the creation of the Authority as required by Sections 163.01 and 163.08, F.S.

**Section 26.** Limits of Liability.

- a. All of the privileges and immunities from liability and exemptions from law, ordinances and rules which apply to municipalities and counties of this state pursuant to Florida law shall equally apply to the Authority. Likewise, all of the privileges and immunities from liability; exemptions from laws, ordinances and rules which apply to the activity of officers, agents, or employees of counties and municipalities of this state pursuant to Florida law shall equally apply to the officers, agents or employees of the Authority.
- b. The Originating Parties and all Additional Parties to this Agreement shall each be individually and separately liable and responsible for the actions of their own officers, agents and employees in the performance of their respective obligations under this Agreement pursuant to Chapters 768 and 163, F.S. and any other applicable law. The Parties may not be held jointly or severally liable for the actions of officer or employees of the Authority or by any other action by the Authority or another member of the Authority and the Authority shall be solely liable for the actions of its officers, employees or agents to the extent of the waiver of sovereign immunity or limitation on liability provided by Chapter 768, F.S. Except as may be otherwise specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency under this Agreement, and they shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for

governmental entities. Such liability is subject to the provisions of law, including the limits included in Section 768.28, F.S., which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28, F.S. or any other statute.

**Section 27.** Notices. Any notices to be given pursuant to this Interlocal Agreement shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or certified U.S. mail, return receipt requested, addressed to the Party for whom it is intended, at the place specified. The Originating Parties designate the following as the respective places for notice purposes:

Lantana: Town Manager  
Town of Lantana  
500 Greynolds Circle  
Lantana, Florida 33462

With a Copy to: Lohman Law Group, P.A.  
601 Heritage Drive, Suites 232-232A  
Jupiter, FL 33458  
Attn: R. Max Lohman, Esq.

Mangonia Park: Town Manager  
Town of Mangonia Park  
1755 East Tiffany Drive  
Mangonia Park, Florida 33407

With a Copy to: Corbett, White, Davis and Ashton, P.A.  
1111 Hypoluxo Road, Suite 207  
Lantana, FL 33462  
Attn: Keith W. Davis, Esq.

**Section 28.** Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, as required by Section 163.01(11), F.S., and may be filed in subsequent jurisdictions pursuant to the appropriate process of public-record filing in that particular jurisdiction.

**Section 29.** Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, as a matter of judicial construction, be construed more severely against any one party as compared to another.

**Section 30.** Execution in Counterparts. This Interlocal Agreement may be executed in counterparts which shall be in original form all of which, collectively, shall comprise the entire Interlocal Agreement.

**Section 31.** Merger, Amendments. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained in this Interlocal Agreement shall be effective unless contained in a written document that is ratified or approved by at least seventy-five (75%) of the Parties to this Interlocal Agreement, which ratification or approval shall be expressed in writing by such Party and delivered to the Authority in a form upon which the Authority can rely, and the Authority has made a finding to that effect in the manner specified in Section 12 of this Interlocal Agreement.

**Section 32.** Assignment. The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.

**Section 33.** Records. The Parties shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Florida law.

**Section 34.** Compliance with Laws. In the performance of this Agreement, the Parties hereto shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and municipal ordinances and regulations.

**Section 35.** Governing Law and Venue. This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be proper exclusively in Palm Beach County, Florida.

**Section 36.** Severability. In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent possible.

**Section 37.** Effective Date and Joinder by Authority. This Interlocal Agreement shall become effective upon its execution by the Originating Parties. It is agreed that, upon the formation of the Authority, the Authority shall thereafter join this Interlocal Agreement and that the Authority shall thereafter be deemed a Party to this Interlocal Agreement.

**Section 38.** No Third Party Rights. No provision in this Agreement shall provide to any person that is not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against any Party to this Agreement.

**Section 39.** Access and Audits. Palm Beach County has established the Office of Inspector General in Article VIII of the Charter of Palm Beach County, as may be amended, which is authorized and empowered to review past, present and proposed county or municipal

contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of Palm Beach County, its officers, agents, employees, and lobbyists, as well as the activities of all municipalities in the county, and their officers, agents, employees, and lobbyists, in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Chapter 2, Article XIII of the Palm Beach County Code of Ordinances.

[Remainder of page intentionally left blank.]



IN WITNESS WHEREOF, the Originating Parties hereto have made and executed this Interlocal Agreement on this 9<sup>th</sup> day of May, 2016.

ATTEST:



Town of Lantana, a municipal corporation of the State of Florida

BY: [Signature]  
Town Clerk

BY: [Signature]  
Town Manager

(Affix Town Seal)

Approved by Town Attorney as to form and legal sufficiency

[Signature]  
Town Attorney

ATTEST:

Town of Mangonia Park, a municipal corporation of the State of Florida

BY: [Signature]  
Town Clerk

BY: [Signature]  
Town Manager

(Affix Town Seal)

Approved by Town Attorney as to form and legal sufficiency

[Signature]  
Town Attorney

**AMENDED AND RESTATED**  
**FLORIDA GREEN ENERGY WORKS PROGRAM**  
**ADMINISTRATION SERVICES AGREEMENT**

THIS AMENDED AND RESTATED FLORIDA GREEN ENERGY WORKS PROGRAM ADMINISTRATION SERVICES AGREEMENT (“Agreement”), effective as of June 1, 2015 (the “Effective Date”), is entered into by and between the Florida Green Finance Authority (“Authority”) and EcoCity Partners, L3C, a Vermont low-profit limited liability company (“Administrator”) (Authority and Administrator are referred to herein collectively as the “Parties” and singly as a “Party”).

**WHEREAS**, the Town of Lantana and Administrator originally entered into that certain Florida Clean Energy and Climate Commission Grant Agreement #ARS053 dated July 26, 2011 (the “Grant Agreement”), which was assigned by the Town of Lantana to the Authority, and assumed from the Town of Lantana by the Authority, and amended by that certain Florida Green Energy Works Program Agreement and Addendum to Grant Agreement dated as of April 2, 2012, as further amended by Addendum #2 on April 17, 2012, and as further amended by Addendum #3 on April 22, 2013 (the “Agreement”); and

**WHEREAS**, the parties hereto agree that the Agreement is amended as restated herein and that this Amendment shall be incorporated into and supersede the Agreement, shall be made a part thereof, and to the extent of any conflict with the Agreement, shall supersede same.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

**Agreement**

1. **Restatement; Assignment.** This Agreement shall become effective upon execution by the Town and the Administrator. It amends, restates and replaces the Existing Agreement in its entirety except the assignment of the Agreement by the Town to the Authority, and assumption of the Agreement by the Authority from the Town, shall remain in effect.

2. **Term; Renewal.** The term of this Agreement (the “Initial Term”) shall be a period of five (5) years from the Effective Date. At the expiration of the Initial Term and any Renewal Term, the Agreement shall automatically be renewed for an additional five (5) year period(s) (each, a “Renewal Term” and, together with the Initial Term, the “Term”) unless terminated earlier as provided in Section 7.

### 3. Services.

(a) Scope of Services. Administrator has been engaged to design, implement and administer the Program, and Administrator shall perform the services described in Exhibit A attached hereto and made a part hereof (the "Services"). The Services shall be provided to the Authority for purposes of assisting the local governments that are parties to the Interlocal Agreement ("Members") with financing of qualifying improvements authorized by the PACE Act (hereinafter "Qualifying Improvements"). Administrator shall have the express authority to represent the Authority in contract negotiations with local governments and shall have all necessary powers and duties to carry out its obligations consistent with this Agreement.

(b) Standards of Service. Work under this Agreement shall be performed only by competent personnel under the supervision of Administrator. Such right to employ vendors includes the right to engage a provider to offer residential PACE administrative services consistent with this agreement, as it may be amended from time to time. Administrator shall commit adequate resources to develop and implement and the Program and perform the Services as required by this Agreement. The Administrator shall exercise the same degree of care, skill and diligence in the performance of the Services as that ordinarily provided by an administrator under similar circumstances. Work, equipment or materials that do not conform to the requirements of this Agreement, or to the requirements of law, may be rejected by the Authority by written notice to Administrator and in such case shall be replaced promptly by Administrator following notice and explanation of applicable requirements from the Authority, unless Administrator provides a bona fide objection to the rejection notice. The Administrator has a material obligation to maintain these reasonable standards of service; failure to do so may constitute an Event of Default pursuant to Section 7(a)(i) of this Agreement."

(c) Additional Service Providers. Administrator shall be permitted, in its sole discretion, to use and employ vendors, underwriters, providers, consultants, advisors or counsel in the development and administration of the Program or the provision of the Services. A current list of subcontractors is attached as Exhibit B. Administrator shall be responsible for all work performed by any other parties engaged by Administrator related to the Services.

(d) Compliance with Laws; Binding Agreement. The Administrator hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws applicable to and necessary to perform the Services as an independent contractor. Administrator represents that it is authorized to do business in the State of Florida. The execution, delivery and performance of this Agreement by Administrator has been duly authorized, and this Agreement is binding on Administrator and enforceable against Administrator in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

(e) No Exclusive Engagement; Conflicts of Interest. Nothing in this Agreement shall prevent Administrator from performing similar Services in other jurisdictions, either within or outside the State of Florida. So long as Administrator fulfills its obligations to provide the Services, Administrator, its sub consultants or any other provider, vendor, consultant, underwriter, or third party used or employed by Administrator, is permitted, individually or

collectively, to advance without conflict any other PACE Program, or assist any other PACE Program sponsor, and that there is and shall be no objection by the Authority to such actions. The Administrator agrees that neither it nor its sub consultants shall represent any persons or entities in any action before the Authority, or before any Member of the Authority concerning implementation of the Program.

(f) Independent Administrator. Administrator and any agent or employee of Administrator shall be deemed at all times to be an independent contractor and not an employee, partner, agent, joint venture or principal of the Authority with respect to all of the acts and Services performed by and under the terms of this Agreement. Accordingly, neither Party shall have any authority to represent or bind the other. Administrator is wholly responsible for the manner in which it performs the Services and work required under this Agreement. Neither Administrator nor any agent or employee of Administrator shall be entitled to participate in any plans, arrangements or distributions by the Authority or any of its Members pertaining to or in connection with any retirement, health or other benefits the Authority or any of its Members may offer their employees. Administrator is liable for the acts and omissions of itself, its employees and agents. Any terms in this Agreement referring to instructions from the Authority shall be construed as providing for direction on policy and the results of Administrator's work, but not the means as to which such a result is obtained. The Authority does not retain the right to control the means or method by which Administrator performs the Services.

(g) Taxes. Administrator shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance and other similar responsibilities arising from Administrator's business operations.

4. Responsibilities of Authority. The Authority acknowledges that the Florida law authorizing PACE programs reserves authority and responsibility for establishing the program and executing financing agreements with property owners to local government. Consequently, the Authority shall timely take the following actions:

- (a) Authorize and adopt resolutions required to implement the Program;
- (b) Approve documents authorizing the Administrator to commence legal proceedings on behalf of the Authority to validate Program related obligations and to engage counsel for the purpose;
- (c) Within a reasonable time following submittal by Administrator, execute documents required to implement the Program including, but not limited to, financing or other agreements, obligations or instruments;
- (d) Other actions reasonably required to be performed by the Authority to facilitate the development, implementation or activities of the PACE Program.

5. Compensation.

(a) Program Administration. For Services relating to the prior design and ongoing operation of the Program, and for its performance hereunder, Administrator shall be

entitled to impose and collect fees and charges in accordance with the schedule of fees described in Schedule 3 to Exhibit A (“Schedule of Fees”), which the Authority and Administrator may amend from time to time by mutual agreement to ensure the Program is priced to be competitive in the marketplace and all expenses are paid for through Program operation.

(b) Payment Does Not Imply Acceptance. The making of any payment by the Authority, or the receipt thereof by Administrator, shall not reduce the liability of Administrator to replace any work, equipment or materials which do not conform to the requirements of this Agreement, regardless of whether the unsatisfactory character of such work, equipment or materials was apparent or reasonably detectable at the time payment was made.

(c) Additional Service Providers. Administrator shall be solely responsible for all payments to any third party subcontractors, service providers or sub consultants that are engaged by Administrator to perform any of the Services contemplated by this Agreement.

6. Indemnification; Insurance.

(a) Indemnification. Administrator shall indemnify and hold harmless the Authority, its member Parties, its officers agents and employees, and shall upon request defend them, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Administrator’s performance of this Agreement, including, but not limited to, liabilities arising from contracts between the Administrator and third parties made pursuant to this Agreement. The indemnity obligations provided for in this paragraph shall include reasonable attorneys’ fees, but shall exclude any liability resulting from acts of, or failure to take action by, the Authority, its member Parties, its officers, agents and employees.

The Authority shall promptly notify the Administrator of any claim giving rise to a right to indemnity and shall fully cooperate with the Administrator in defense of such claims. So long as the Administrator has agreed that the Authority is entitled to indemnification, the Administrator shall have the right to control the defense of the claim, including, without limitation, the right to designate counsel and to select a single counsel to jointly represent the interests of the Authority and the Administrator (unless an actual present conflict would preclude joint representation) and including the right to control all negotiations, litigation, arbitration, settlements, compromises, and appeals of the claim. The Authority shall cooperate in defense of any claims and may, but is not required to, retain at its cost additional separate counsel to participate in or monitor the defense of the claim by Administrator.

This Section 6(a) shall survive termination of this Agreement.

(b) Insurance. Without in any way limiting Administrator’s liability pursuant to Section 7(a) above, Administrator shall maintain in force, throughout the Term, insurance with the following coverages:

- i. Worker’s Compensation insurance in the amount required by law;
- ii. Commercial General Liability Insurance with limits of not less than \$1 million per occurrence Combined Single Limit for Bodily Injury and

Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations;

- iii. Commercial Automobile Liability Insurance with limits of not less than \$1 million per occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and
- iv. Professional liability insurance with limits of not less than \$1 million per claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

(c) Required Provisions. All insurance required under this Agreement shall be maintained with reputable companies authorized to do business in the State of Florida. The liability insurance required under this Section 6 shall (i) name the Authority as an additional insured, (ii) provide that such policy is primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and (iii) apply separately to each insured against whom a claim is made or a suit is brought. Upon request, Administrator shall deliver a certificate of insurance to the Authority confirming the existence of the insurance required by this Agreement.

#### 7. Default; Termination.

(a) Events of Default. Each of the following shall constitute an event of default ("Event of Default") under this Agreement:

- i. Either Party fails or refuses to perform or observe any material term, covenant or condition contained in any section of this Agreement, and such failure continues for a period of thirty (30) days after receipt of written notice from the non-breaching Party, or such longer period as may be reasonably required for cure, provided the breaching Party commences the cure within thirty (30) days and diligently pursues the cure until completion.
- ii. Administrator (A) is generally not paying its debts as they become due, (B) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction, (C) makes an assignment for the benefit of creditors, or (D) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers over Administrator or any substantial part of Administrator's property.
- iii. A court or governmental authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Administrator or any substantial part of Administrator's property, (B) constituting an order for relief or approving a petition for

relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction, or (C) ordering the dissolution, winding-up or liquidation of Administrator,

(b) Remedies for Default. Upon the occurrence of any Event of Default, each Party shall be entitled to proceed at law or in equity to enforce their rights under this Agreement, including, without limitation, to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, following the occurrence of any Event of Default, the Authority shall have the option, but no obligation, to cure or cause to be cured any Event of Default on behalf of Administrator, and in such event Administrator shall pay to the Authority upon written demand all costs and expenses incurred by the Authority in effecting such cure, with interest thereon from the date the expense is incurred by the Authority at the maximum rate then permitted by law. The Authority shall have the right to offset from any amounts due Administrator under this Agreement or any other Agreement between the Authority and the Administrator all damages, losses, costs and expenses incurred by the Authority as a result of the occurrence of an Event of Default caused by Administrator.

(c) Exercise of Remedies. All remedies provided for in this Agreement may be exercised singly or in combination with any other remedy available hereunder or under applicable law. The exercise of any remedy shall not be deemed a waiver of any other remedy.

(d) Termination for Convenience.

- i. Effective Date. Following the Initial Term, either party may notify the other of its intent to terminate the Agreement for any reason by delivering written notice of termination no later than May 15 of any year during the Term. In such event, the Agreement will terminate on August 15 of the year in which the termination notice is delivered, at which date Administrator shall cease providing the Services. In the event the Authority terminates the Agreement under the provisions of this paragraph 7(d), Administrator shall be entitled to continue to offer the Services during the transition period so long as (i) Administrator does not approve any projects, completion of which will extend beyond the termination date; (ii) Administrator provides for ongoing management of assessments related to any projects completed under Administrator's auspices; (iii) Administrator continues to provide all of the Services in a professional manner in accordance with the Agreement; (iv) Administrator continues to work in good faith with the Authority to provide a smooth transition for either the termination of the program or transfer to another administrator.
- ii. Termination Fee. In the event of termination for convenience by the Authority, Administrator shall be entitled to a termination fee equal to thirty percent (30%) of the origination fee which would have been received by Administrator pursuant to Schedule 1 to Exhibit A, had the Agreement not been terminated, for all PACE projects funded through

the Authority which (i) had completed applications submitted to the Program prior to the termination date, (ii) are closed within one (1) year after the termination date, and (iii) are identified by Administrator in writing no later than five (5) days after the termination date..

(e) Termination for Impossibility. In the event that (i) conditions in U.S. financial markets, (ii) changes in PACE law, or (iii) changes in the Authority's authority to provide assessment lien priority render the PACE Program infeasible, Administrator may suspend the PACE Program for a period of up to twelve (12) months. Should the Administrator determine at the conclusion of the suspension period that conditions do not warrant resumption of the program Administrator may request from the Authority an extension of the PACE Program suspension for an additional six (6) months. The Authority may, at its option, grant the extension or instead choose to terminate the Agreement.

(f) Rights and Duties Upon Termination. Upon the expiration or earlier termination of this Agreement pursuant to this Section, this Agreement shall terminate and be of no further force and effect, except for those provisions which expressly survive termination. Upon expiration or termination, Administrator shall transfer to the Authority any records, data, supplies and inventory produced or acquired in connection with this Agreement. This subsection shall survive the termination of the Agreement.

#### 8. Confidential Information; Ownership and Access to Records.

(a) Proprietary or Confidential Information. Administrator acknowledges that, in the performance of the Services or in contemplation thereof, Administrator may have access to private or confidential information which may be owned or controlled by the Authority, and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Authority. Administrator agrees that all information disclosed by Authority to Administrator shall be held in confidence and used only in performance of this Agreement. Administrator shall exercise the same standard of care to protect such information as a reasonably prudent Administrator would use to protect its own proprietary data.

(b) Ownership of Information. The parties acknowledge that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or not) which are conceived, developed or made by Administrator or Authority exclusively for the Program during the term of this Agreement are deemed to be within the public domain, and subsequently may be used by each party without warranty of any kind. Any artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works created by Administrator in connection with the Program shall not be deemed to be works for hire. Notwithstanding the foregoing, to the extent that any components used in the Program are developed independently and licensed from third parties, including, without limitation, any software, methods, inventions, processes, logos, brands or data, such components shall not become part of the public domain and the terms of the applicable license shall prevail. Among other things, the online sustainability tool for green business certification has been licensed from Green Bureau, LLC and use of the service-mark PACE3P<sup>®</sup> and any related trademarks or service marks have been licensed from Demeter Power Group, Inc.



(c) Public Records. All records, books, documents, maps, data, deliverables, papers and financial information associated with the Program to be administered by Administrator (the "Records") are public records of the Authority and Administrator shall make them available to be inspected and copied upon request by the Authority. Public record requests made pursuant to Chapter 119, Florida Statutes shall be overseen by the General Counsel to the Authority and process by the Administrator on behalf of the Authority. While the Authority may have a continuing obligation to maintain the Records, the Administrator is obligated to turn over to the Authority all documents upon termination of the Agreement and remains obligated to support Public Record requests for a period of three (3) years from the date of termination of this Agreement. The Authority, or its designee, shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any of the Records. Refusal or failure by the Administrator to comply with the requirements of this Section or of Chapter 119, Florida Statutes (Public Records) may constitute a material failure giving rise to an Event of Default in accordance with Section 7(a)(i).

9. Miscellaneous.

(a) Nondiscrimination. During the term of this Agreement, Administrator shall not discriminate against any of its employees or applicants for employment, if any, because of their race, age, color, religion, sex, sexual orientation, national origin, marital status, physical or mental disability, or political affiliation and Administrator shall abide by all Federal and State laws regarding nondiscrimination. Administrator agrees not to discriminate against persons on these grounds in the provision of services, benefits or activities provided under the Agreement and further agrees that any violation of this prohibition on the part of the Administrator, its employees, agents or assigns will constitute a material breach of this Agreement.

(b) Disabilities. Administrator acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through an Administrator, must be accessible to the disabled public. Administrator shall provide the Services in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights laws. Administrator agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Agreement and further agrees that any violation of this prohibition on the part of the Administrator, its employees, agents or assigns will constitute a material breach of this Agreement.

(c) Entire Agreement; Amendment. This Agreement, including the Exhibits hereto, contains the entire agreement of the Parties with respect to its subject matter and supersedes any prior oral or written representations. No representations were made or relied upon by either Party, other than those that are expressly set forth herein. No agent, employee, or other representative of either Party is empowered to amend, change, modify, supplement, rescind, terminate or discharge the terms of this Agreement, except by a written agreement executed by the Parties.

(d) Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

(e) Non-waiver. The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the other Party at the time designated, shall not be a waiver of such default or right to which the Party is entitled, nor shall it in any way affect the right of the Party to enforce such provisions thereafter.

(f) Severability. If the application of any provision of this Agreement to any particular facts or circumstances is found by a court of competent jurisdiction to be invalid or unenforceable, then the validity of other provisions of this Agreement shall not be affected or impaired thereby, and such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties.

(g) Assignment. The Services to be performed by Administrator are personal in character and neither this Agreement nor any of the duties or obligations hereunder may be assigned by the Administrator; provided, however, that this Section shall not prohibit the engagement of subcontractors or other third parties to perform any part of the Services. The performance of the Services requires the cooperation and legal authority of the Authority and accordingly the Agreement may not be assigned by the Authority without the prior written consent of Administrator.

(h) Governing Law; Venue; Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida without regard to conflicts of law principles. Each Party agrees to personal jurisdiction in any action brought in any court, Federal or State, within the County of Palm Beach, State of Florida having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action or proceeding arising out of or relating to this Agreement shall only be instituted in the County of Palm Beach, State of Florida. Each Party waives any objection which it may have now or hereafter to the laying of the venue of such action or proceeding and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

(i) Attorney's Fees. In the event of any proceedings arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

(j) Jury Trial. **In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.**

(k) Limitation of Liability. The obligations of the Authority shall be limited to the payment of the compensation provided in this Agreement, and cooperation required to facilitate the implementation of the Program. In no event shall any Party to this Agreement shall have any liability for special, consequential, incidental or indirect damages, including lost profits, arising out of or in connection with this Agreement or the Services.

(l) Days. All references to days in this Agreement shall refer to calendar days unless other expressly provided. In the event any period specified in this Agreement expires on a

Saturday, Sunday or another day on which banks are permitted or required to be closed in the State of Florida, then the period shall be extended until the next business day.

(m) Exhibits. The Exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if set forth in full herein and are an integral part of this Agreement.

(n) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(o) Construction; Interpretation. The Parties have participated equally in the drafting and negotiation of this Agreement and accordingly any rule of construction, which would construe the terms agreement against the draft are inapplicable.

(p) Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified below or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

If to Authority: Florida Green Finance Authority  
Attention: Board Chair  
500 Greynolds Circle  
Lantana, Florida 33462

With copy to: Corbett, White, Davis and Ashton  
1111 Hypoluxo Road, Suite 207  
Lantana, FL 33462  
Attention: Keith Davis, Esq.

If to Administrator: EcoCity Partners, L3C  
433 Central Avenue  
Suite 209  
St. Petersburg, FL 33701  
Attn: Florida Green Energy Works Program Manager

**[Remainder of page intentionally blank.]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

THE FLORIDA GREEN FINANCE AUTHORITY

By: David B. Thatcher

Name: David B. Thatcher

Title: Chairman

ECOCITY PARTNERS, L3C, a Vermont low-profit limited liability company

By: Michael Wallander

Name: Michael Wallander

Title: Principal

## EXHIBIT A

### Scope of Third Party Administration Services & Program Fee Schedule

#### SCOPE OF SERVICES & FEES:

- I. Program Administration Services
- II. Authority Management Services
- III. Ancillary Services
- IV. Fee Schedule

#### I. Program Administration Services

Program administration services include all tasks necessary to administer the Program on an ongoing and sustainable basis, including processing applications, providing customer service and administration, contractor certification, project quality assurance and control, management of assessments and payments.

#### Deliverables:

##### 1) Application Processing

- a) Administrator will conduct the property and project screen to ensure both meet the terms and conditions of the Program. Administrator will complete property/project screen within a reasonable period of time from receipt of the application. Administrator will regularly report on applications approved, denied or pending.
  - i) Administrator will install protocols for evaluating applicant properties pre- and post-installation for purposes of establishing a Savings to Investment Ratio (SIR) greater than one.
  - ii) Administrator will utilize eligibility and underwriting criteria that complies with State, federal and local law and prudent underwriting standards and that makes financing available to large and small property owners in traditional as well as underserved markets.
- b) When funding is requested, Administrator will verify the project installation through review of appropriate documents. Administrator will conduct this review within a reasonable period of time from the date that all required documentation is received.
- c) Once projects are verified, Administrator will notify the Authority and provide the property owner with legal documents.
- d) Administrator will verify completion of the legal documents after receipt from property owners and will review such documentation within a reasonable period of time.

- e) Upon receipt of complete documents, Administrator will notify the Authority of an approved funding request and provide the documents necessary to record the lien. Administrator will record the lien on behalf of the Authority.
- f) Once a bond is issued and purchased or some other funding mechanism has been completed, Administrator will disburse funds to the property owner within a reasonable period of time.
- g) Administrator will seek to establish and implement appropriate procedures and timelines for applications filed in paper copy as well as via the web portal.
- h) The reasonableness of the timelines listed above are subject to revision and specificity by mutual agreement of the Authority and Administrator in conjunction with the establishment and maintenance of program terms and conditions.

## **2) Program Reporting**

- a) Administrator will provide reports on program application statistics to the Authority on a regular basis.
- b) Administrator will prepare reports, schedules and documents to support the issuance and underwriting of bond or other financing documents, such as disclosure documents for the IRS, SEC and/or any other regulatory body purposes; cash flows analysis; debt service and repayment projections; substantiation of revenue and expenditure estimates and project costs; verification of cash flows; and project or market feasibility, as needed.

## **3) Program Documentation**

- a) Administrator will develop and maintain the documents for Program administration, which may include, but not necessarily be limited to, the following:
  - i) Program Terms and Policies
  - ii) Assessment Underwriting Criteria
  - iii) List of Qualifying Improvements
  - iv) Program Application & Funding Request Forms
    - (1) Application Form
    - (2) Financing Agreement
    - (3) Truth-In-Lending Form (if applicable)
    - (4) Lender Notification & Authorization Form
    - (5) FHFA/FNMA/FMAC PACE Status Disclosure Form (if necessary)
    - (6) Information Verification Form(s)

- 4) Customer Service:** Administrator will provide direct customer service to the community via the

web, email, phone and walk-in, as appropriate.

## **II. Authority Management Services**

District Management Services involve those tasks necessary to help facilitate the relationship between the Authority and local governments and dependent special districts that participate in the Program. These services may include the following:

### **Deliverables:**

#### **Administrative and Management Services**

- 1) Attend and conduct all regularly scheduled and special Board meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- 2) Prepare agenda packages for transmittal to Board members and staff prior to Board meeting. Prepare meeting materials for other meetings, hearings, etc. as needed.
- 3) Provide accurate minutes for all meetings and hearings.
- 4) Other responsibilities include such items as:
  - a. Custody of the District's Seal
  - b. Records custodian and records management liaison with State of Florida and other applicable government agencies overseeing the storage of inactive files and destruction of obsolete files.
  - c. Maintaining and safeguarding the minutes of public meetings, Resolutions, contracts and agreements.
- 5) Ensure compliance with Federal and/or State law affecting the District which include but are not limited to the following:
  - a. Property notice all public meetings, in accordance with the appropriate Florida Statutes, including but not limited to, public hearings on assessments, the budget, all other required notices of meetings, hearings and workshops.
  - b. Provide required information to the Department of Community Affairs, the County, the Auditor General, and all other state or local agencies with reporting requirements for the district.
- 6) Maintain "Record of Proceedings" for the District, which includes meeting minutes, agreements, resolutions and other records required by law.
  - a. Implement and maintain a document management system to create and save documents, and provide for the archiving of district documents.
  - b. Protect integrity of all public records in accordance with the requirements of applicable law. Respond to public record requests as required by law.

- 7) Ensure District is in compliance with administrative and financial reporting for Special Districts.
- 8) Assist in negotiations of contracts, as directed by the Board.
- 9) Provide contract administration and supervision of all contracts, as directed by the Board.
- 10) Serve as liaison with County and State agencies, including the Supervisor of Elections, Taxing officials and the Property Appraisers.
- 11) Implement the policies established by the District.

#### **Financial Services**

- 1) Establish Fund Accounting System in accordance with federal and state law as well as Government Accounting Standard Board and the Rules of the Auditor General.
- 2) Prepare regular balance sheet, income statement(s) with budget to actual variances. Prepare Public Depositor's Report and distribute to State.
- 3) Prepare all other financial reports as required by applicable law and accounting standards.

#### **Budgeting**

- 1) Prepare budget, budget resolutions, and backup material for and present the budget at all budget meetings, hearings and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable Government Finance Officers Association and Government Accounting Standard Board standards. Budget preparation shall include calculation of operation and maintenance assessments, which may include development of benefit methodology for those assessments.
- 2) Administer Adopted Budget of the District.
- 3) Transmit proposed budget to local governing authorities in the required timeframe prior to adoption.
- 4) File all required documentation with the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction.
- 5) Prepare and cause to be published notices of all budget hearings and workshops.
- 6) Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm.
- 7) Prepare all budget amendments on an outgoing basis.
- 8) Assist in process to retain an auditor and cooperate and assist in the performance of the audit by the Independent auditor.



**Revenue Collection**

- 1) Administer collection and disbursement of assessments, fees, and charges and all revenues of the District in accordance with Florida law governing the uniform method of assessing, levying and collecting special assessment.
- 2) Recommend enforcement actions to ensure payment as needed.
- 3) Prepare monthly financial reports showing revenues and expenses for the month in comparison to annual budget, noting variances.
- 4) Prepare and refine a property database.
- 5) Prepare annual assessment roll. Certify roll either to the County Tax Collector, or direct bill and collect (or both), as appropriate.
- 6) Issue estoppels letters as needed.

**Accounts Payable/Receivables**

- 1) Administer the processing, review and payment of all invoices and purchase orders. Ensure timely payment of district bills is made.
- 2) Report cash balances by fund.
- 3) Maintain checking accounts with qualified public depository.

**Capital Program Administration**

- 1) Maintain proper capital fund and project funding accounting procedures and records.
- 2) Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustees, transmittal of annual audit and other information to dissemination agent (if other than manager) or directly to bond holders as required by Continuing Disclosure Agreements, annual/quarterly disclosure reporting, update, etc.
- 3) Prepare annual debt service fund budgets. Work with taxing officials to assure correct application of revenues and proper routing of payments to the trustee to assure proper bond debt pay-off. Track and account for debt service payments and prepayments and process debt lien releases.

**Purchasing**

- 1) Assist in selection of vendors as needed for services, goods, supplies, and materials.
- 2) Obtain pricing proposals as needed and in accordance with District rules and State law.
- 3) Prepare RFPs for services needed, including, when requested, preparation of specifications and bid documents for various professional, construction, and maintenance services.

### **Investment Services**

- 1) All investments shall be made pursuant to applicable law and policies approved by the Board of Supervisors.
- 2) Recommend investment policies and procedures pursuant to State law.
- 3) Provide for investment of funds per approved policies.

### **Risk Management**

- 1) Prepare and follow risk management policies and procedures.
- 2) Recommend and advise the Board of the appropriate amounts and types of insurance and be responsible for procuring all necessary insurance.
- 3) Process and assist in the investigation of insurance claims, in coordination with Counsel of the District.
- 4) Review insurance policies and coverage amounts of District vendors.

### **III. Ancillary Services**

The Administrator may develop additional tools and programs, as may be appropriate, to facilitate interest and participation in the Program. Administrator will only provide such ancillary services with the advance approval of the Authority, such approval not to be unreasonably withheld. Such ancillary services currently offered by Administrator include development and administration of a green business certification and marketing program for businesses (including those that do not utilize the financing program). Examples of future ancillary services may include, but are not necessarily limited to; workforce or energy auditor training programs; an online marketplace of green technologies (such as those used in Qualifying Improvements); a carbon-offset / environmental attribute and marketing program that helps participating property owners lower their environmental impact through a purchase of offsets or environmental attributes or earn a fee for the sale of carbon offsets or environmental attributes that they may own and wish to sell; a rewards program; or any other program or service that furthers the broad goals of the Program.

### **IV. Fee Schedule**

The Administrator shall be entitled to impose and collect fees and charges intended to sustain the operation of the Program in accordance with prudent financial management standards. Such fees shall include (i) community opt-in fees; (ii) finance program closing fees; and (iii) ongoing finance program administration fees. From time to time the Authority and the Administrator will evaluate the Program fees to ensure that the Program is priced to be competitive in the marketplace. The initial Schedule of Fees is as set forth in Schedule 1.

## **Schedule 1**

### **Fee Schedule**

Fees shall be as set forth in the Program Handbooks, including the Non-Residential PACE Program Handbook and/or the Residential PACE Program Handbook, as may be adopted and amended by the Florida Green Finance Authority from time to time.

**EXHIBIT B**

**CURRENT LIST OF SUBCONTRACTORS & LICENSES**

**Current List of Subcontractors**

Erin L. Deady, P.A.  
Special District Services, Inc.  
Demeter Power Group, Inc.  
Renovate America

**Current List of Licenses**

Demeter Power Group, Inc. d/b/a Demeter Fund (PACE3P®)  
Green Bureau, LLC (web-based sustainability tool)

**EXHIBIT I  
FGFA ADDENDUM**

**ADDENDUM #1 TO AMENDED AND RESTATED  
FLORIDA GREEN ENERGY WORKS PROGRAM  
ADMINISTRATION SERVICES AGREEMENT**

This Addendum #1 to the Amended and Restated Florida Green Energy Works Program Administration Services Agreement (this "Addendum") is made and entered into as of the 3rd day of September, 2015 (the "Addendum Effective Date"), by and between by and between the Florida Green Finance Authority ("Authority") and EcoCity Partners, L3C, a Vermont low-profit limited liability company ("Administrator") (Authority and Administrator are referred to herein collectively as the "Parties" and singly as a "Party").

**WHEREAS**, the Town of Lantana and Administrator originally entered into that certain Florida Clean Energy and Climate Commission Grant Agreement #ARS053 dated July 26, 2011 (the "Grant Agreement"), which was assigned by the Town of Lantana to the Authority, and assumed from the Town of Lantana by the Authority, and amended by that certain Florida Green Energy Works Program Agreement and Addendum to Grant Agreement dated as of April 2, 2012, as further amended by Addendum #2 on April 17, 2012, and as further amended by Addendum #3 on April 22, 2013, and as further amended and restated by that certain Amended and Restated Florida Green Energy Works Program Administration Services Agreement on June 1, 2015 (the "Agreement"); and

**WHEREAS**, the parties hereto agree that the Agreement is amended as stated herein and that this Addendum shall be incorporated into the Agreement and made a part thereof.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Within Exhibit A, a new Article III shall be inserted and existing Article III. (Ancillary Services) shall become new Article IV. and existing Article IV. (Fee Schedule) shall become new Article V., which new Article III. shall state as follows:

**III. Bond Placement Services and Issuance of Asset-Backed Securities.**

Administrator will work in good faith to promote a competitive marketplace for PACE financing, including through the issuance of one or more series of revenue bonds (each such series of bonds referred to as a "Series") secured by voluntary contractual assessments levied on commercial and residential real estate parcels (as such term is defined in the Program Handbook), pursuant to a master indenture, as supplemented by one or more supplemental indentures authorized by a resolution and to be designated as the "Florida Green Finance Authority Special Assessment Revenue Bonds" (the "Bonds").

With prior approval from the Authority, the Administrator may assign to a third party the authority to close and fund the acquisition of Bonds. The Administrator (including its subcontractors and affiliates) shall have and retain the right to purchase the Bonds through a bond purchase agreement. The bond purchase agreement between the Authority and the investor specifies the terms, conditions and prices of the Bonds.

From time to time, a purchaser of Florida Green Finance Authority Special Assessment Revenue Bonds may elect at its own expense to securitize its interest in Bonds and sell such securities to the investment community or sell the Bonds. All fees and costs associated with purchaser's issuance of asset-backed securities or selling the Bonds, including costs of issuance and annual disclosure costs, will be borne by the purchaser(s).

2. Capitalized terms not otherwise defined in this Addendum shall have the same meaning as set forth in the Agreement. This Addendum may be executed in any number of multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Facsimile signatures will be considered original signatures. Any provision not specifically modified by this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Addendum #1 to the Amended and Restated Florida Green Energy Works Program Administration Services Agreement as of the Addendum Effective Date.

THE FLORIDA GREEN FINANCE AUTHORITY

By: David B. Thatcher

Name: David B. Thatcher

Title: Chairman

ECOCITY PARTNERS, L3C, a Vermont low-profit limited liability company

By: Michael Wallender

Name: Michael Wallender

Title: Principal

**ADDENDUM #2  
TO PROGRAM ADMINISTRATION SERVICES AGREEMENT**

**THIS ADDENDUM #2 TO PROGRAM ADMINISTRATION SERVICES AGREEMENT** (this "Amendment"), dated as of September 1, 2016 (the "Amendment Date"), is entered into by and between the Florida Green Finance Authority, a public body corporate and politic, a public instrumentality and separate legal entity, duly organized and existing under the Constitution and laws of the State of Florida ("Authority") and [Renewable Funding] LLC, a [California] limited liability company ("Administrator"). Authority and Administrator are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

**RECITALS**

A. Authority and Administrator (as assignee of EcoCity Partners, L3C) are parties to that certain Amended and Restated Florida Green Energy Works Program Administration Services Agreement, dated as of June 1, 2015, as amended by that certain Addendum #1 to the Amended and Restated Florida Green Energy Works Program Administration Services Agreement, dated as of September 3, 2015, by and between Authority and Administrator (as assignee of EcoCity Partners, L3C) (the "Agreement").

B. The Parties have agreed to amend the Agreement as set forth herein.

In consideration of the mutual covenants and agreements in this Amendment and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to Section 3. Section 3 of the Agreement is hereby amended to add the following text to the end thereof:

"References to the "Program" or the "PACE Program" herein shall be defined to mean the Authority's Energy Efficiency, Renewable Energy and Wind Resistance Improvement Finance Program as established by Resolution No. 2014-3 of the Authority and administered in accordance herewith, as such Program may be changed from time to time in accordance with the provisions of the PACE Act and as mutually agreed by the Parties. For the avoidance of doubt, the Program includes both residential and non-residential properties. References to the "PACE Act" or "PACE law" herein shall be defined to mean Section 163.08, Florida Statutes."

2. Amendment to Section 5. Section 5 of the Agreement is hereby amended to replace the reference to "Schedule 3 of Exhibit A" in the fourth line thereof with "Schedule 1 of Exhibit A."



3. Amendment to Section 9(g). Section 9(g) of the Agreement is hereby amended by deleting the contents thereof in their entirety and replacing them with the following:

“Assignment. The Services to be performed by Administrator are personal in character and neither this Agreement nor any of the duties and obligations hereunder may be assigned by Administrator; provided, however, that this Section shall not prohibit (i) the engagement by Administrator of subcontractors or other third parties to perform any part of the Services, or (ii) the assignment or delegation by Administrator of any of its obligations hereunder to an affiliate. The performance of the Services requires the cooperation and legal authority of the Authority and accordingly the Agreement may not be assigned by the Authority without the prior written consent of Administrator.”

4. Amendment to Section 9(p). Section 9(p) of the Agreement is hereby amended by deleting Administrator’s notice address therein and replacing it with the following:

[Renewable Funding] LLC  
1221 Broadway, 4<sup>th</sup> Floor  
Oakland, CA 94612  
Attn: General Counsel

5. Amendment to Article III of Exhibit A. Article III of Exhibit A of the Agreement is hereby amended by deleting the contents thereof in their entirety and replacing them with the following:

**“III. Bond and Debt Obligations Services and Issuance of Asset-Backed Securities.**

Administrator will work in good faith to promote a competitive marketplace for PACE financing, including through the issuance of one or more series of revenue bonds (each such series of bonds referred to as a “Series”) or debt obligations secured by voluntary contractual assessments levied in commercial and residential real estate parcels (as such term is defined in the Program Handbook), pursuant to a master indenture, as supplemented by one or more supplemental indentures (in the case of bonds) or a master debt obligations agreement (in the case of debt obligations), in each case authorized by a resolution and to be designated as “Florida Green Finance Authority Special Assessment Revenue Bonds” (the “Bonds”) or “Florida Green Finance Authority Special Assessment Debt Obligations” (the “Obligations”).

With prior approval from the Authority, Administrator may assign to a third party the authority to close and fund the acquisition of the Bonds or Obligations. Administrator (including its subcontractors and affiliates) shall have and retain the right to purchase the Bonds and Obligations through a bond purchase agreement or debt obligations purchase

agreement, as applicable. The bond purchase agreement or debt obligations agreement between the Authority and the investor shall specify the terms, conditions and prices of the Bonds or Obligations, as applicable.

From time to time, a purchaser of Florida Green Finance Authority Special Assessment Revenue Bonds or Florida Green Finance Authority Special Assessment Debt Obligations may elect at its own expense to securitize its interest in the Bonds or Obligations and sell such securities to the investment community or sell the Bonds or Obligations. All fees and costs associated with purchaser's issuance of asset-backed securities or selling the Bonds or Obligations, including costs of issuance and annual disclosure costs, will be borne by the purchaser(s)."

6. Amendment to Article IV of Exhibit A. Article IV of Exhibit A of the Agreement is hereby amended by deleting the contents thereof in their entirety and replacing them with the following:

**"IV. Fee Schedule**

Administrator shall be entitled to impose and collect fees and charges intended to sustain the operation of the Program in accordance with prudent financial management standards. Such fees shall include (i) finance program closing fees and (ii) ongoing finance program administration fees. From time to time Authority and Administrator will evaluate the Program fees to ensure that the Program is priced to be competitive in the marketplace. The Schedule of Fees is as set forth in Schedule 1."

7. Amendment to Schedule 1 of Exhibit A. Schedule 1 to Exhibit A of the Agreement is hereby deleted in its entirety and replace with the contents of Appendix 1 attached hereto.

8. Amendment to Exhibit B. Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the contents of Appendix 2 attached hereto.

9. Global Amendments. In each instance where the term "bond" is used in the Agreement (other than Article III of Exhibit A, amendments to which shall be governed by Section 5 above), such term shall be replaced with the phrase "bond or debt obligations."

10. No Other Amendments or Modifications. Except as specifically amended by this Amendment, all other provisions of the Agreement are hereby reaffirmed and remain in full force and effect as written. Any and all notices, requests, certificates and other documents or instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the Agreement without making specific reference to this Amendment, but all such references shall be deemed to include this Amendment, unless the context shall otherwise require.

11. Governing Law. This Amendment and the rights and obligations of the Parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida.


12. Severability. The invalidity of one or more phrases, sentences, clauses or sections contained in this Amendment shall not affect the validity of the remaining portions of this Amendment so long as the material purposes of this Amendment can be determined and effectuated.

13. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same agreement.

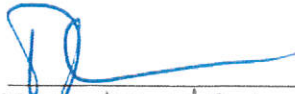
*[signature pages follow]*

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered as of the Amendment Date.

Florida Green Finance Authority

By:   
Name: David Thatcher  
Title: Chair

Renewable Funding LLC,  
a California limited liability company

By:   
Name: David Sykes  
Title: General Counsel & Secretary

**APPENDIX 1**

**Schedule 1**

**Fee Schedule**

Fees shall be as set forth in the applicable bond purchase agreement or debt obligations agreement.

**APPENDIX 2**

**EXHIBIT B**

**CURRENT LIST OF SUBCONTRACTORS & LICENSES**

**Current List of Subcontractors**

1. Erin L. Deady, P.A.
2. Special District Services, Inc.
3. Demeter Power Group, Inc.

**Current List of Licenses**

1. Demeter Power Group, Inc. d/b/a Demeter Fund (PACE3P®)
2. Green Bureau, LLC (web-based sustainability tool)

**ADDENDUM #3  
TO PROGRAM ADMINISTRATION SERVICES AGREEMENT**

**THIS ADDENDUM #3 TO PROGRAM ADMINISTRATION SERVICES AGREEMENT** (this "Amendment"), dated as of <sup>September</sup> June 6, 2018 (the "Amendment Date"), is entered into by and between the Florida Green Finance Authority, a public body corporate and politic, a public instrumentality and separate legal entity, duly organized and existing under the Constitution and laws of the State of Florida ("Authority") and Renew Financial Group LLC (formerly known as Renewable Funding LLC), a Delaware limited liability company ("Administrator"). Authority and Administrator are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

**RECITALS**

A. Authority and Administrator (as assignee of EcoCity Partners, L3C) are parties to that certain Amended and Restated Florida Green Energy Works Program Administration Services Agreement, dated as of June 1, 2015, as amended by that certain Addendum #1 to the Amended and Restated Florida Green Energy Works Program Administration Services Agreement, dated as of September 3, 2015, by and between Authority and Administrator (as assignee of EcoCity Partners, L3C), and that certain Addendum #2 to Program Administration Services Agreement, dated as of September 1, 2016, by and between the Authority and Administrator (as amended, the "Agreement").

B. The Parties have agreed to amend the Agreement as set forth herein.

In consideration of the mutual covenants and agreements in this Amendment and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to Section 3. Section 3 of the Agreement is hereby amended to add a new sub-clause (h) immediately following Section 3(g), containing the following text:

“(h) Excluded Services. Authority acknowledges and agrees that (i) Administrator is acting solely in the capacity of an arm’s-length contractual counterparty to Authority with respect to the transactions and Services contemplated by this Agreement; (ii) Administrator is not providing advice or recommending any action to Authority regarding municipal finance products or the issuance of municipal securities and is not advising Authority as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction; (iii) Administrator is not acting as a financial advisor or municipal advisor to Authority and does not owe a fiduciary duty to Authority pursuant to the federal securities laws or any other applicable laws with respect to the transactions and Services provided to Authority in connection with this Agreement; (iv) Administrator is acting for its own interests and has financial and other interests that may differ from the interests of Authority; and (v) Authority shall consult with and discuss the transactions and Services contemplated



by this Agreement, and the information, materials and communications provided to Authority by Administrator in connection with this Agreement, with any and all internal or external advisors and experts that Authority deems appropriate, and Authority is responsible for making its own independent investigation and appraisal of the transactions and Services contemplated hereby.”

2. No Other Amendments or Modifications. Except as specifically amended by this Amendment, all other provisions of the Agreement are hereby reaffirmed and remain in full force and effect as written. Any and all notices, requests, certificates and other documents or instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the Agreement without making specific reference to this Amendment, but all such references shall be deemed to include this Amendment, unless the context shall otherwise require.

3. Governing Law. This Amendment and the rights and obligations of the Parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida.

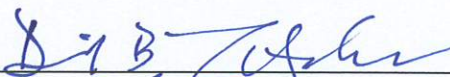
4. Severability. The invalidity of one or more phrases, sentences, clauses or sections contained in this Amendment shall not affect the validity of the remaining portions of this Amendment so long as the material purposes of this Amendment can be determined and effectuated.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same agreement.

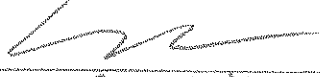
*[signature pages follow]*

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed and delivered as of the Amendment Date.

Florida Green Finance Authority

By:   
Name: David B. Thatcher  
Title: Chairman

Renew Financial Group LLC,  
a Delaware limited liability company

By: 

Name: SACHIN ADARKAR

Title: GENERAL COUNSEL & SECRETARY

**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT  
RELATING TO THE FUNDING AND FINANCING  
OF QUALIFYING IMPROVEMENTS BY THE  
FLORIDA PACE FUNDING AGENCY**

**THIS NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT** is made and entered into as of \_\_\_\_\_, 2022 (this "Subscription Agreement"), by and between the City of Eustis Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

**WITNESSETH:**

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

**ARTICLE I  
DEFINITIONS AND CONSTRUCTION**

**SECTION 1.01. DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

**"Board of Directors"** means the governing body of the Agency.

**"Agency Charter Agreement"** or **"Charter"** means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

**"Financing Agreement"** means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

**"Financing Documents"** shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any

agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

**“Obligations”** shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

**“Program”** means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency’s Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

**“Property Owner”** means, collectively, all of the record owners of real property subject to a Financing Agreement.

**“Qualifying Improvements”** means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

**“Special Assessments”** means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

## SECTION 1.02 CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof,” and any similar terms, shall refer to this Subscription Agreement; the term “heretofore” shall mean before the date this Subscription Agreement is executed; and the term “hereafter” shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

**SECTION 1.03. SECTION HEADINGS.** Any headings preceding the texts of the several Articles and Sections of this Subscription Agreement and any table of contents or

marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

**SECTION 1.04. FINDINGS.** It is hereby ascertained, determined and declared that:

(A) The State has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and wind resistance or 'hardening' programs achieving hurricane and wind damage mitigation.

(B) The State Legislature has determined there is a compelling state interest in enabling property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, the Subscriber and its property owners and inhabitants.

(C) The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency's Program.

(D) The Agency's Program has assembled open public governance and oversight, staffing, third-party administration, third-party originators, third-party tax roll administration, Program counsel, and an independent institutional trustee; the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements; and that the Agency presently has funding in place and available under executed bond purchase agreements and trust indentures.

(E) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the Subscriber) and the voluntary participation in the Program by Property Owners will provide an alternative financing option to finance and repay the costs to provide and install Qualifying Improvements.

(F) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

## ARTICLE II SUBSCRIPTION

### SECTION 2.01. AUTHORITY.

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber's jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(D) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(E) This Subscription Agreement may be amended only by written amendment hereto.

### SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED.

The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

### **SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.**

(A) The Board of Directors may adopt from time to time such rates, fees or other charges for the provision of the services of the Agency to be paid by the Property Owner, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

### **SECTION 2.04. FINANCING AGREEMENTS.**

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's authorized non-ad valorem assessments.



**SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.**

(A) Upon execution by the Property Owner and the Agency of the Financing Agreement, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency is authorized to and shall provide the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

**SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.**

(A) The Agency shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act subscribed to by the Subscriber. Subscriber hereby respectfully requests and encourages the tax collector or property appraiser to only impose, charge, or deduct the minimum amount allowed by general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the unique and compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar (\$5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

**SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.**

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, the Agency is authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

**SECTION 2.08. CARBON OR SIMILAR CREDITS.** The form of Financing Agreement in each instance shall provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. By execution hereof any such interest in mitigation credits shall be assigned by the Subscriber to the Agency without any future action by the parties. Provided, however, the Subscriber shall upon request from time to time execute and deliver all such documents as may be reasonably required to further evidence the assignment and transfer of such interests to the Agency. Such credits expressly exclude investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

### **ARTICLE III GENERAL PROVISIONS**

**SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS.** This Subscription Agreement constitutes a joint exercise of power, privilege or authority by and between the Subscriber and the Agency and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Subscription Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

**SECTION 3.02. DISCLOSURE.**

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency's Charter Agreement, (3) the Final Judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency's mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature authorizes the availability of the Agency's uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency's mission.

(C) The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.

**SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.**

(A) This Subscription Agreement shall commence as of the date first above written, and shall remain in effect until terminated as herein provided. Either party (the "non-breaching party") may terminate this Subscription Agreement by providing the other party (the "breaching party") 10 days prior written notice ("Termination Notice") in the event the breaching party breaches this Subscription Agreement and such breach is not cured to the reasonable satisfaction of the non-breaching party within a reasonable period of time following notice of such breach. Beginning on the date the Agency receives from, or gives to, the Subscriber a Termination Notice ("Termination Date"), the Agency shall not approve any new applications affecting property within the legal boundaries of the Subscriber.

(B) Termination for Convenience. Any Party may terminate this Subscription Agreement upon thirty (30) days prior written notice for convenience and without cause.

(C) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by pledged revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable

provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

**SECTION 3.04. AMENDMENTS AND WAIVERS.**

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other evidence of indebtedness without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

**SECTION 3.05. NOTICES.**

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for "next business day" service) to the parties at the following addresses:

Subscriber: [Insert Name]  
City/Town/Village Manager  
City/Town/Village of [redacted]  
[Insert Street Address]  
[City/Town/Village], FL [Insert Zip Code]

With a copy to: Name  
City/Town/Village Attorney  
[Insert Street Address]  
[City/Town/Village], FL [Insert Zip Code]

Agency: Mike Moran  
 Executive Director  
 Florida PACE Funding Agency  
 c/o Southern Sky Energy  
 4411 Bee Ridge Rd., #134  
 Sarasota, Florida 34233

With a copy to: Program Counsel for the Florida PACE Funding Agency  
 P.O. Box 14043  
 Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

**SECTION 3.06. QUALITY CONTROL AND COMMUNICATION.** For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, the Subscriber is encouraged to objectively and specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

**SECTION 3.07. IMMUNITY; LIMITED LIABILITY.**

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency

shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

**SECTION 3.08. BINDING EFFECT.** This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

**SECTION 3.09. SEVERABILITY** In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 3.10. EXECUTION IN COUNTERPARTS.** This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 3.11. APPLICABLE LAW.** The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate state court in Miami Dade County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

**SECTION 3.12. ENTIRE AGREEMENT.** This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

THE CITY OF EUSTIS

(SEAL)

By: \_\_\_\_\_

[Insert Name]

Town/Village/City Manager

Attest:

Approved as to form:

\_\_\_\_\_

[Insert Name]

Town/Village/City Clerk

\_\_\_\_\_

[Insert Name]

Town/Village/City Attorney



**IN WITNESS WHEREOF**, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

**THE FLORIDA PACE FUNDING AGENCY**

(SEAL)

By: \_\_\_\_\_  
Mike Moran, Executive Director

ATTEST:

\_\_\_\_\_  
James Ley, Secretary



# City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: November 17, 2022

RE: Ordinance Number 22-35: Amendment to the City of Eustis Comprehensive Plan creating a Rural Residential Transitional Land Use District in The Future Land Use Element and removing Map 19 (JPA Boundary) and references.

## **Introduction:**

Ordinance Number 22-35 amends the City of Eustis Comprehensive Plan to create a Rural Residential Transitional Future Land Use District and amends the Future Land Use Element and Table of Contents of the City of Eustis Comprehensive Plan to remove Map 19 and the associated references, replacing the references to the approved Joint Planning Agreement between the City and Lake County.

## **Background:**

On October 3, 2022, the City Commission held a workshop to discuss several items. The two specific items that this amendment address is (1) the removal of Map 19 from the City Comprehensive Plan (2) the creation of a transitional future land use that is somewhere between the Suburban Residential Future Land Use District density (5 dwelling units per acre) and the Rural Residential Future Land Use density (1 dwelling unit per acre). The solution, following the direction of the City Commission was to create a new future land use district to be applied to annexing lands where a lower density is desirable to transition between annexing properties and established lower density development patterns, while still providing a density to encourage annexation and support the extension of City utility infrastructure.

During the September 22, 2022 Regular City Commission Meeting, the Commission heard a presentation by the Gunster Law Firm pertaining to the Comprehensive Plan and the Joint Planning Area with Lake County pertaining to Map 19, the Joint Planning Area boundary map. The opinion from the Gunster Law Firm was that the removal or replacement of Map 19 of the City's Comprehensive Plan would not jeopardize the Joint Planning Agreement between the City and Lake County. During the October 3, 2022 City Commission Workshop, the Commission discussed what action, if any, would be taken relating to Map 19. During the workshop the Commission directed staff to prepare amendments to the City's Comprehensive Plan to remove Map 19 from the Comprehensive Plan. Ordinance Number 22-35 and the exhibit documentation present those amendments removing Map 19 and the references to Map 19 and replacing them with reference to the Joint Planning Agreement between the City of Eustis and Lake County.

The Rural Residential Transitional (RRT) Future Land Use District is proposed to provide the requested transition land use. RRT is proposed to be created allowing for densities of 3 dwelling units per acre. The RRT district establishes a middle ground between the Suburban

Residential Future Land Use District and the Rural Residential Future Land Use District with the intent of the district to provide for single family development at densities of no more than 3 dwelling units per acre with no additional comprehensive plan policy burdens than the Suburban Residential district.

**Recommended Action:**

Approval of Ordinance Number 22-35

**Policy Implications:**

None

**Alternatives:**

Approval of Ordinance Number 22-35

Denial of Ordinance Number 22-35

**Budget/Staff Impact:**

None

**Prepared By:**

Jeff Richardson, AICP, Deputy Director, Development Services

**Reviewed By:**

Mike Lane, AICP, Director, Development Services

## ORDINANCE NUMBER 22-35

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN 2010-2035 PURSUANT TO SECTION 163.3184 OF THE FLORIDA STATUTES; PROVIDING FOR A RURAL RESIDENTIAL TRANSITIONAL LAND USE DISTRICT IN THE FUTURE LAND USE ELEMENT; PROVIDING FOR REMOVAL OF MAP #19 AND REFERENCES; PROVIDING FOR THE REPEAL OF ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, the City Commission adopted the City of Eustis Comprehensive Plan 2010-2035 on November 4, 2010; and

**WHEREAS**, the City of Eustis periodically amends its Comprehensive Plan in accordance with Section 163.3184, Florida Statutes; and

**WHEREAS**, the City of Eustis advertised and held public hearings in accordance with Section 163.3184, Florida Statutes; and

**WHEREAS**, the City of Eustis Commission, at a workshop discussion on October 3, 2022, relating to assignment of Land Uses as the City Annexes properties within the eastern portion of the JPA, requested City Staff to create a “transitional” land use with densities between Suburban Residential and the Rural Residential; and

**WHEREAS**, the City of Eustis City Commission, at a workshop discussion on October 3, 2022, relating to MAP #19 of the City of Eustis Comprehensive Plan, directed City Staff to prepare amendment to remove the Map #19 and references, and

**WHEREAS**, the City of Eustis Local Planning Agency recommended approval of the Comprehensive Plan amendment at a public hearing on November 17, 2022, and

**WHEREAS**, the City Commission held public hearings on November 17, 2022 and January 5, 2022, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public; and

**WHEREAS**, the City Commission finds that the Comprehensive Plan, as amended, is internally consistent with and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes.

**NOW, THEREFORE, BE IT ORDAINED** by the City of Eustis, Florida, as follows:

1. That the City of Eustis Comprehensive Plan 2010-2035, to add a Future Land Use Category:

- a. Amend Future Land Use Element, Exhibit A;
  - b. Amend Future Land Use Element to remove MAP #19 references and the map itself from the map series, Exhibit A
2. That this amendment is approved for submission to the State Land Planning Agency (Department of Economic Opportunity) and other jurisdictional agencies.
  3. That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.
  4. That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.
  5. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this \_\_\_\_ day of \_\_\_\_\_ 2022.

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

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Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

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Christine Halloran, City Clerk



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# City of Eustis

## 2035 Comprehensive Plan



**Adoption Hearing: November 4, 2010**  
**Amended: August 2012, June 2015,**  
**January 2019 (EAR), June 2019,**  
**October 2021**

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## EXHIBIT A

FUTURE LAND USE  
GOALS, OBJECTIVES AND POLICIES

## GOAL FLU 1: DEVELOPMENT FRAMEWORK

Implement a land use and development framework that will:

- Promote diversified economic development;
- Protect and enhance residential neighborhoods;
- Ensure services and facilities for new and existing development;
- Discourage urban sprawl;
- Recognize the value of natural resources; and
- Respect private property rights.

## OBJECTIVE FLU 1.1: DEVELOPMENT FRAMEWORK IMPLEMENTATION

To create a planning framework and implementation strategy that will enhance the livability of the City of Eustis; promote its natural, cultural, and physical resources; minimize any negative effects of urban development on the natural resources of the City; maintain overall air quality; and discourage urban sprawl .

## Policy FLU 1.1.1: Planning Principles

The following principles shall guide the creation of land use policy and development regulations within the City of Eustis::

- Creating a range of housing opportunities and choices;
- Creating walkable neighborhoods;
- Encouraging community and stakeholder collaboration;
- Fostering distinctive, attractive communities with a strong sense of place;
- Making development decisions predictable, fair and cost effective;
- Allowing for a mix of land uses;
- Providing for open space, natural beauty and protection of critical environmental areas;
- Providing a variety of transportation choices;
- and
- Encouraging compact building design.

## Policy FLU 1.1.2: Strategy for Sustainability

The City shall take the following actions as part of an overall strategy to improve energy efficiency and sustainability in the City of Eustis:

- a. Continue to support alternative modes of travel as called for in the Transportation Element

- b. Support energy conservation measures and practices in the administration, design, and construction of City buildings and facilities
- c. Encourage the cooperation of public agencies and private owners in the provision of a multi-modal transportation system connecting all land uses along arterial and collector roads within recreational, commercial and multi-family residential areas;
- d. Cooperate with existing and future land owners in the locating of solar sheds, bus stops, shelters, and other passenger and system accommodations for a transportation system to service current and future needs;
- e. Encourage energy efficient appliances and equipment, energy-efficient features in window design, use of operable windows and ceiling fans and other technology to conserve energy and encourage energy efficient lighting for streets, parking lots and other public areas;
- f. Continue to permit grassed parking areas and other permeable materials as a part of the City's Land Development Code and encourage reduced coverage by asphalt, concrete, rock and similar substances in streets, parking lots and other areas.
- g. Encourage the planting of Florida Friendly shade trees to provide reasonable shade for all recreation areas, streets and parking areas.
- h. Promote the education of City employees in energy conservation measures and practices and promote certification for energy conservation practices to promote the energy conservation mission of the City; and
- i. Provide up-to-date information on its web site regarding the City's conservation initiatives, along with strategies and recommendations for all citizens.

**Policy FLU 1.1.3: Development Incentives**

The City shall continue to provide incentives for energy efficient development as provided in the Land Development Code and shall review the Land Development Code as a part of monitoring the effectiveness of the Comprehensive Plan to determine if there are additional opportunities for development incentives that can be provided for projects that participate in energy efficient development programs.

**Policy FLU 1.1.4: Building and Development Conservation Principles**

The City shall encourage energy and water conservation and solid waste reduction through the site plan review process and at the building scale, including participation in programs and LDR development standards such as the following:

- Retrofit for Energy and Environmental Performance program (REEP)
- State Energy and Environment Development program (SEED)
- Federal Weatherization Assistance Program
- Multifamily Housing Energy Efficiency Grant Program
- Leadership in Energy Efficient Design (LEED)
- Energy Star
- Water Star
- Florida Friendly landscaping
- Reduction of fertilizer needs
- Block standards and connected streets
- High density and intensity development in the urban core
- Compact, mixed use development
- Infill development
- Support of multi-modal transportation networks
- Protection of environmentally sensitive lands

**OBJECTIVE FLU 1.2: FUTURE LAND USE MAP (FLUM)**

To direct the timing, location, density, and intensity of development and redevelopment throughout the City of Eustis.

**Policy FLU 1.2.1: Adopted Future Land Use Map Series (FLUM)**

The Future Land Use Map (FLUM) series provides the information for strategies designed to build long term community value, discourage urban sprawl and ensure that public facilities and services are provided in the most cost-effective and efficient manner. The City of Eustis provides appropriate future land use planning for a planning horizon through the year 2035 and adopts the Future Land Use Map Series as depicted in the following exhibits in the Map Appendix and uses the Future Land Use Designations as defined in the Future Land Use Element Appendix which is also adopted herein by reference:

Map #1:	2035 Future Land Use Map
Map #3:	Soils
Map #4:	Topography and Drainage Basins
Map #5:	Designated Water Wellhead Protection Areas
Map #6:	Surface Water Features
Map #7:	Areas Subject to Flooding
Map #8:	Vegetation
Map #9:	Washington Avenue Historic District
Map #10:	National Register of Historic Places and Sites

Map #11:	Local Landmark Sites
Map #12:	Wekiva Study Area: Most Effective Undeveloped Recharge Areas
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Map #15:	Wekiva Basin Land Cover
Map #16:	Priority Wetlands
Map #17:	Wekiva Basin: Strategic Habitat Ranking Systems, Public Lands and Proposed Acquisitions
Map #18:	Biodiversity Hotspots

With the exception of Map #1, the Future Land Use Map, the maps shall be used for general identification only and are not specifically regulatory in nature. Site specific information and analysis shall determine the actual features or applicability of a site for the purposes of applying the requirements of this Plan. The city shall continue to allocate lands in the Comprehensive Plan to meet projected development needs through the long-term planning horizon of 2035, including amounts sufficient to minimize land speculation and undue price appreciation and to provide for choices of residential and non-residential locations.

**Policy FLU 1.2.2: Future Land Use Map Limitations**

The Future Land Use Classifications set forth the current and long-range potential uses of property in the context of the lawful planning horizon and provide for a wide array of density or intensity of use within each land use classification. A property owner is not entitled to the most potentially dense or intense uses permitted within a land use classification. Thus, in some cases, the application of compatibility standards in the land development regulations may result in an actual project density less than the maximum permitted by the Comprehensive Plan. The Future Land Use Map does not guarantee that maximum densities will be achieved in all cases and does not serve as a substitute density limit in place of any other regulations that would place further restrictions and/or limitations on the development density of a parcel.

**Policy FLU 1.2.3: Urban Services Required**

All new development in the city shall be required to receive public water service. All new development must be served by public sewer systems, except where public sewer is not available and it can be demonstrated that sewage disposal is permissible by those state and county agencies having regulatory jurisdiction.

**Policy FLU 1.2.4: Development Patterns**

To discourage urban sprawl and to protect and enhance the community’s unique character, the City shall implement regulations within the Land Development Code that encourage a mix of uses in specific areas of the City. Those areas are identified in the general development patterns of urban, suburban and rural. Each development pattern is further divided into neighborhoods, centers, corridors and districts. Each land parcel within the City is assigned a pattern and district as depicted on the Design District Map in the Land Development Regulations and as it may be amended from time to time in accordance with those regulations. The City shall adopt performance standards for the land uses within each development pattern as prescribed by the City’s Land Development Code. In general, the patterns are as follows:

- a. Urban Areas. Urban development pattern areas shall rely primarily on a system of interconnected streets in a grid network pattern that prioritizes pedestrians and transit features and links civic buildings, squares, parks and other neighborhood uses.
- b. Suburban Areas. Suburban development pattern areas shall rely primarily on a pattern of residential development that is formed on a street network with fewer vehicular connections, which shall be designed to provide for pedestrian and bicycle connections, to reduce cut-through traffic and to establish distinct boundaries for residential communities/subdivisions. Non-residential uses shall be primarily located on corridors and within districts.
- c. Rural Areas. Rural development pattern areas include large lots and clustered residential development that provide substantive open space to preserve and enhance the rural viewshed and character of the community. Non-residential uses are primarily located in centers and may contain a mix of uses. The rural pattern is generally located on the outer fringes of the Planning area, away from the urban core.

**Policy FLU 1.2.5: Joint Planning Area**

The City shall continue to coordinate with Lake County to address annexation and land use issues and shall rely upon the City of Eustis-Lake County Joint Planning Area (JPA) Map (Map #19) agreement or its successor agreement as describing the appropriate transition between the City’s urban core and the County’s rural areas.

**OBJECTIVE FLU 1.3: RELATIONSHIP OF THE COMPREHENSIVE PLAN TO THE LAND DEVELOPMENT CODE**

To implement the policies, standards and land use classifications of the City’s Comprehensive Plan through the Land Development Code.

**Policy FLU 1.3.1: Promote Compact Growth and Preservation of Open Space**

The City shall continue to rely upon its Land Development Regulations to promote compact growth and preservation of open space, including those regulations which provide for:

- a. voluntary cluster development in all residential land use classifications
- b. Specific minimum open space requirements by land use district including standards for the Wekiva Springs Overlay Protection District (see FLU Policy 5.1.5 and Table A-3.1.)
- c. maximum coverage by impervious surfaces requirements and specific maximum impervious surface requirements by land use district; for a development site within the Wekiva Springs Overlay Protection District, see Future Land Use Element Appendix, Table A- 3.1.
- d. density bonuses for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent.
- e. Limitations on development in floodplains, near wellfields, and near lake shorelines, as more specifically provided for in the Conservation element.

**Policy FLU 1.3.2: Maintain Residential Compatibility**

The City shall continue to rely upon the Land Development Code to address specific standards for the review of residential compatibility to provide standard and predictable measures for establishing and creating compatibility through landscapes, buffers, natural areas or transitional development practices in an effort to lessen impacts and integrate development along the edges of properties where different land use districts or densities are present, screen undesirable views, preserve tree canopy and vegetation and facilitate the safe movement of traffic and pedestrians in vehicle use areas. At a minimum these standards shall conform to the following guidelines:

- a. The review and analysis of development applications and future land use map amendments shall recognize as a fundamental principle of the City’s Comprehensive Plan that the highest concentration of development density and intensity within the City shall be permitted in the downtown and that this overall density/intensity decreases incrementally outward from the downtown to lower densities that are located in outlying rural areas or areas of the City which have physical limitations to development. Higher density in locations away from downtown, but supported with urban services and



- retail/employment activity, is permitted as an exception to this principle.
- b. Landscapes, buffers, natural areas or transitional development practices shall be utilized in site planning to demonstrate that the project transitions appropriately to adjacent uses or to lessen impacts and integrate development along the edges of different land use categories, screen undesirable views, preserve tree canopy and vegetation.
  - c. The location of development on a site shall:
    - (1) Protect existing natural and environmental features on and adjacent to the site to the extent practicable, including wetlands and wetland systems, karst features, and tree canopy;
    - (2) Respect the existing adjacent development pattern;
    - (3) Permit the most density and intensity in areas that are most proximate to support services.
  - d. The location of required minimum open space on a site shall be configured to:
    - (1) To create external connectedness by adding to a larger contiguous off-site network of interconnected open space, particularly existing habitats, where applicable.
    - (2) To create internal connectedness through connected and integrated open space within the subdivision parcel where applicable and shall be based upon the context sensitive site design standards.

**Policy FLU 1.3.3: Right-of Way Standards for Utilities**

Right-of-way standards adopted as part of the Land Development Regulations and roadway improvement projects shall be designed to accommodate public and regulated utility distribution lines providing needed local services.

**Policy FLU 1.3.4: Compatibility with the Placement of Utility Structures**

The City shall rely upon the Land Development Regulations to continue to provide for the placement and construction of utility structures and equipment, other than local distribution lines, including but not limited to water storage tanks, sewage treatment plants, electric substations, and telephone switching stations where needs for such facilities can be demonstrated by providers of services. The Land Development Regulations shall ensure compatibility of such facilities with surrounding land uses and natural resources.

**OBJECTIVE FLU 1.4: PROTECTION OF HISTORIC RESOURCES**

To protect and enhance those areas and individual sites of historical significance or distinct architectural character in the community.

**Policy FLU 1.4.1: Protect Historic Character**  
Land Development Regulations and development review procedures shall continue to recognize the need to maintain or improve the character of designated historic properties and the historic district.

**Policy FLU 1.4.2: Downtown Main Street Character**  
In addition to adding beauty to the Downtown, the City shall continue to require development and redevelopment in the Urban Core to adhere to walkable design standards. These standards address street trees; wider sidewalks; bike lanes; on-street parking; and improving / upgrading crosswalks as appropriate.

**Policy FLU 1.4.3: Preserve Historic Properties**  
Land Development Regulations and development review procedures shall continue to incorporate incentives to preserve designated historic properties, including advice to applicants on the tax benefits of historic preservation.

**Policy FLU 1.4.4: Preserve the Architectural and Historical Heritage of Eustis**  
Provide ongoing support to organizations which have an individual or collective interest in preserving the architectural and historical heritage of Eustis.

**Policy FLU 1.4.5: Historic Structures**  
Where an application for development may involve the removal, alteration, or reuse of a historic structure listed on the National Register, the city shall first invite comment by the Florida Division of Historical Resources and the City’s Historic Preservation Board before rendering a decision on the application.

**Policy FLU 1.4.6: Historic Overlay**  
When sites or structures are included on the National Register of Historic Places, designated as local Landmarks, or designated as local Historic Districts, the designation shall be entered as an overlay to the Future Land Use map in accordance with State law.

**Policy FLU 1.4.7: Archaeological Discovery**  
By year-end 2015, the Land Development Regulations shall provide for the following in instances when an archaeological discovery occurs in the city:  
a. notification of the archaeological discovery to and request for guidance from the Florida Division of Historical Resources  
b. suspension of all ground disturbing activities within 20 feet of the discovery for up to 30 days to provide for an initial evaluation of archaeological significance. This period can be extended for another 30 days for further evaluation where the discovery is considered significant by the state.  
Where the discovery is determined to be significant, various options, including relocation, acquisition of property, or redesign of the proposed

development will be considered to preserve the resource. Where preservation is not a feasible alternative, the resource will be relocated if feasible, information regarding the resource shall be recorded, or elements of the resource will be salvaged for further study at the expense of the State of Florida.

## **GOAL FLU 2: URBAN DEVELOPMENT PATTERN AREA**

**Enhance the livability and viability of the urban core area of the City through design standards and capital improvement priorities that:**

- **Align public investments, incentives and Future Land Use Element policies to encourage and protect redevelopment and revitalization opportunities that leverage existing economic assets;**
- **Promote revitalization in developed neighborhoods that are aging; and**
- **Rely primarily on a system of interconnected street grids with pedestrian and mass transit features and links to civic buildings, squares, parks and other neighborhood uses.**

### **OBJECTIVE FLU 2.1: REDEVELOPMENT AND INFILL**

To implement programs which facilitate redevelopment of and infill development in older sections of the city including downtown Eustis and to promote the revitalization of the East Eustis area as a safe, attractive, and stable residential and business area.

#### **Policy FLU 2.1.1: Downtown Redevelopment**

The City shall continue to implement the redevelopment and revitalization vision for the downtown area and vicinity as expressed in the Downtown Eustis Master Plan and the East CRA Plan Update. This vision shall be used as the basis for prioritizing public improvements, stimulation of business activity, and development of commercial, residential, and institutional properties.

#### **Policy FLU 2.1.2: Funding Assistance for Housing Needs**

Pursue, directly or through the Eustis Housing Authority and/or agencies of Lake County, available federal and state funds to help promote the revitalization of the East Eustis area and meet the projected housing needs of very low-, low-, and moderate-income families and elderly households, including the following programs or their successors:

- a. SAIL
- b. Section 8
- c. Rental Rehabilitation
- d. Weatherization
- e. Section 202
- f. Community Development Block Grants
- g. HOPE VI

**Policy FLU 2.1.3: Code Enforcement**

Continue an aggressive code enforcement program to upgrade properties capable of rehabilitation and modernization and to remove those which are unsafe or unfit for habitation.

**Policy FLU 2.1.4: Displacement Requirements**

In every instance where residents are displaced by city code enforcement activities or other local public actions, assist residents as follows in seeking standard housing in the community:

- a. provide adequate notification of public action to owners and occupants
- b. maintain an inventory of available assisted and affordable market rate housing and housing providers in the community and advise displaced occupants of same
- c. utilize the services of the Eustis Housing Authority, as needed, to help qualify applicants for available housing in the community

**GOAL FLU 3: SUBURBAN DEVELOPMENT PATTERN AREA**

Enhance the livability and viability of neighborhoods and existing commercial corridors through the implementation of a coordinated strategy that discourages urban sprawl and:

- Preserves and protects existing viable neighborhoods and subdivisions;
- Promotes revitalization in developed neighborhoods that are aging; and
- Promotes development standards for new neighborhoods consistent with the principles included in FLU Policy 1.1.1.

**OBJECTIVE FLU 3.1: PROTECTION OF RESIDENTIAL NEIGHBORHOODS**

To ensure the long-term viability of residential neighborhoods by regulating future development and redevelopment to create compatibility with surrounding land uses.

**Policy FLU 3.1.1: Neighborhood Compatibility**

The City shall protect the quality and integrity of established neighborhoods from adjacent incompatible development and shall rely upon the standards of the adopted Land Development Regulations to address residential compatibility including specific provisions that address the adjacency of urban areas to suburban and rural areas.

**Policy FLU 3.1.2: Roadway Compatibility**

The City shall maintain and protect the long-term viability of residential neighborhoods where they are developed adjacent to collector and arterial roadways by relying upon the standards of the adopted Land Development Regulations which include standards that regulate context sensitive land use and roadway relationships.

**Policy FLU 3.1.3: Utility Compatibility**

Protect the integrity of existing neighborhoods from the effects, if any, of

bulk, electric-transmission corridors; and similar facilities by prohibiting, to the maximum extent of the City's jurisdictional authority, their location through or immediately adjacent to existing residential neighborhoods.

**Policy FLU 3.1.4: Limits on Industrial Uses Adjacent to Residential Areas**

The City shall ensure that future Plan amendments to industrial uses adjacent to Residential Land Use categories shall be light industrial uses only to protect residences from the adverse impacts of smoke, fumes, vibrations, light, glare, odors, and noise. Access which is limited only to local residential roadways may be considered unacceptable for heavy industrial uses, notwithstanding applicable access management requirements.

**OBJECTIVE FLU 3.2: DISCOURAGE URBAN SPRAWL**

To use an approach to neighborhood revitalization that will transform the character, function and form of residential land uses into functional, sustainable neighborhoods.

**Policy FLU 3.2.1: Neighborhood Revitalization**

The City shall encourage neighborhood revitalization by continuing to implement and enforce the adopted Land Development regulations regarding pedestrian connectivity standards and block configuration requirements.

**GOAL FLU 4: RURAL DEVELOPMENT PATTERN AREA**

**Manage the form, pattern and timing of future growth and development for the rural areas of the City through a clear and predictable land use strategy that:**

- Provides for a rural character and lifestyle for rural residents;
- Respects the agricultural land uses and landowners;
- Values and preserves open spaces; and
- Facilitates the transition of land uses over time into sustainable, livable places (communities).

**OBJECTIVE FLU 4.1: PROTECTION OF RURAL CHARACTER**

To protect the existing rural character of those areas in the City of Eustis that are designated as Rural Design Districts and thereby ensure that there is a rural lifestyle for existing and future residents.

**Policy FLU 4.1.1: Rural Residential**

Greater flexibility and creativity in the design of residential developments within the Rural Design Districts is permitted through the subdivision development approval process and the design criteria provided herein as a means to preserve significant on-site environmental resources and preservation areas.

**GOAL FLU 5: WEKIVA SPRINGS OVERLAY PROTECTION DISTRICT**

Support and further the *Wekiva Parkway and Protection Act* through land use strategies designed to protect significant natural resources of the Wekiva Springs Overlay Protection District, also known as the Wekiva Study Area, including the springshed and springs.

**OBJECTIVE FLU 5.1: Wekiva Springs Overlay Protection District Land Use Strategy**

The City shall establish an overlay district described herein for the purpose of providing an appropriate transition between the City's urban core and the County's rural areas, and implementing enhanced standards for the protection of significant open space. The following policies and open space requirements recognize the relative position of the City within the Wekiva Springs Overlay Protection District and are intended to ensure compatibility with the persistence of rural land use patterns outside and east of the City of Eustis-Lake County Joint Planning Area (JPA).

**Policy FLU 5.1.1: Land Use Activity Restrictions**

The City designates the Wekiva Springs Overlay Protection District as provided on the Future Land Use Map. The City shall restrict new land use activities within the Wekiva Springs Overlay Protection District, within and adjacent to most effective recharge areas, karst features and sensitive natural habitats, that have a potential to adversely impact ground water and surface water quality; such as mining, landfills, sprayfields, golf courses, heavy industry, intense animal operations, and other uses or activities with extensive impervious surface area, involving hazardous chemicals or materials, having potential to contaminate groundwater, or requiring significant consumption of groundwater beyond the City's adopted level of service.

**Policy FLU 5.1.2: Best Management Practices and Standards**

Where avoidance of impacts through the limitation of land use activities and minimum open space requirements outlined in Table A-3.1 of the Future Land Use Element Appendix is not feasible, including existing single-family platted lots and infill lots or sites within and completely surrounded by existing/built urban areas of the City, the City shall require implementation of Best Management Practices and development/redevelopment standards, such as buffering, setbacks and open space standards, that will minimize the impact of land use and development within the Wekiva Springs Overlay Protection District, consistent with Objectives FLU 5.1, and 5.2 and supporting policies applicable to the Wekiva Springs Overlay Protection District.

**Policy FLU 5.1.3: Surveys and Studies**

The Land Development Regulations shall require the following surveys and studies to be submitted with a subdivision plan or site plan or its functional equivalent to provide an analysis and evaluate the location and presence of most effective recharge areas, karst features, and sensitive natural habitats including Longleaf Pine, Sand Hill, Sand Pine and Xeric Oak Scrub:

- a. An analysis of soils, by a professional qualified to determine the location of most effective recharge areas. Unless otherwise provided

- for by rule of the St. Johns River Water Management District (SJRWMD), most effective recharge areas shall be defined as Type “A” Hydrologic soils described by the National Resources Conservation Service (NRCS) Soil Survey.
- b. An analysis of the site, by a professional qualified to determine the location and nature of sinkholes and other karst features of the property, such as stream-to-sink and other direct connections to the aquifer including an analysis to determine the depth of the water table, location of the Floridan Aquifer relative to ground surface and thickness and extent of the bedrock or other confining layers over the aquifer. This analysis may include the use of geophysical surveys, such as microgravity and ground penetrating radar surveys, and may be supplemented with documented locations of sinkholes, light detection and ranging surveys, and aerial photographs. If karst features are determined to exist on site, further analysis may be required to evaluate surface and sub-surface characteristics that provide potential connection to the aquifer, assess the potential for contamination of the aquifer from development, and identify protective solutions to be incorporated into the site design. Such design solutions shall utilize Best Management Practices described in Protecting Florida’s Springs Manual – Land Use Planning Strategies and Best Management Practices (November 2002).
  - c. An analysis of the site by a professional qualified to identify flora and fauna, state and federally listed species, and vegetative habitat types including but not limited to wetlands and sensitive natural habitat defined as Longleaf Pine, Sand Hill, Sand Pine and Xeric Oak Scrub. This analysis shall include field surveys and use of best available information from federal, state, regional, and local agencies. The site analysis shall also consider ecosystem connectivity in relationship to adjacent properties and surrounding area in coordination with the Florida Fish and Wildlife Conservation Commission and the Florida Department of Environmental Protection.
  - d. The analysis required above shall be used to characterize on-site soils and determine locations of geologic features including sinkholes, solution pipes, depressions, and depth of soil to lime rock, including karst features like sinkholes with a direct connection to the aquifer and stream-to-sink features that require protection.

**Policy FLU 5.1.4: Open Space Requirements**

In order to protect natural resources within the Wekiva Springs Overlay Protection District, including but not limited to most effective recharge areas, karst features and sensitive natural habitats, including Longleaf Pine, Sand Hill, Sand Pine, and Xeric Oak Scrub, the City shall require that new development preserve and dedicate open space pursuant to the policies established for the Wekiva Springs Overlay Protection District. Open space shall be connected to the greatest extent possible within the development site and to natural areas or open space within adjacent

property in order to provide larger contiguous corridors.

**Policy FLU 5.1.5: Open Space Priority and Assignment**

Priority for preservation and dedication of open space shall be given to most effective recharge areas, karst features, and sensitive natural habitats including Long Leaf Pine, Sand Hill, Sand Pine and Xeric Oak Scrub vegetative communities. Assignment of open space shall be determined at the time of site plan review to maximize protection of natural resource features and functions. This evaluation shall consider the aforementioned priorities, protection of wildlife habitat, the ability to provide substantial buffering to natural wetlands and water bodies, and the ability to create greenway corridors. Other significant resources, such as natural wetlands and floodplains and other sensitive natural habitats shall be protected consistent with all other objectives and policies of this Comprehensive Plan. Within the Wekiva Springs Overlay Protection District, natural wetland impacts, including the placing or depositing of fill within natural wetlands, shall be prohibited except as necessary to provide for legal ingress or egress to developable upland areas. In such circumstances, structural enhancements may be required to maintain wetland connectivity and natural flow regimes.

**Policy FLU 5.1.6: Dedication of Open Space**

Natural open space designated as part of a development project shall remain undeveloped and protected in perpetuity through the use of conservation easements, plat restrictions, deed restrictions or similar legal instruments that run with the land and establish the conditions and restrictions on the use of open space areas. The boundaries of the designated open space shall be clearly delineated on project site plans, including recorded plats, and marked in the field when larger than one (1) acre to distinguish from areas suitable for development and those open space areas dedicated to stormwater management and/or recreation.

**Policy FLU 5.1.7: Ownership and Maintenance of Open Space**

Ownership and maintenance of open space that is held in group ownership shall be by one (1) or a combination of the following, which shall be designated prior to development.

- a. Conservation Agency such as the SJRWMD
- b. Non-profit conservation organization or land trust
- c. City of Eustis, subject to City approval
- d. Homeowners Association providing for binding legal commitments regarding preservation and management

The costs and responsibility of maintaining open space shall be borne by the owner of open space. If not properly maintained, the City may enforce maintenance.

**OBJECTIVE FLU 5.2: Conservation Design Standards**

All development within the Wekiva Springs Overlay Protection District shall meet the conservation



design standards as set forth below:

**Policy FLU 5.2.1: Principles of Conservation Design**

Within the Wekiva Springs Overlay Protection District, all new development shall be required to implement the following principles of conservation design, with the exception of very low density rural residential development that does not exceed one (1) dwelling unit per five (5) acres:

- a. When clustering dwelling units within a development, the clustering of uses shall be designed to occur in those areas with the lowest priority for preservation.
- b. Establishment of natural open space, consistent with Policies FLU 5.1.4 through 5.1.8 and Policies FLU 5.2.1 through 5.2.3, which shall be connected wherever possible and protected by recorded conservation easement, dedicated plat, or similar binding instrument;
- c. Protection and enhancement of corridors for wildlife movement in coordination with adjacent properties if applicable;
- d. Minimize site disturbance and alteration of terrain through use of design techniques that protect native vegetation and minimize earth movement;
- e. Use of Florida Friendly landscaping, and limiting areas requiring irrigation;
- f. Design of stormwater systems as natural amenities;
- g. Central water and sewer treatment facilities within urban service areas that can be connected to a regional system when available or use of performance-based on-site wastewater treatment systems consistent with the Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water and Natural Groundwater Aquifer Recharge Element;
- h. Installation of reclaimed water lines in order to ensure the present or future capability to receive treated reuse water.

**Policy FLU 5.2.2: Setback from Karst Features**

All development shall be set back from springs, spring runs, sinkholes, and other karst features as shown below. The setback area shall consist of a buffer that excludes development and retains all natural vegetation within the setback area, with the exception of the setback area from subsurface caves and flow corridors.

**Development Setbacks**

Feature	Minimum setback (feet)
Springs	300
Spring runs	100
Sinkholes, with a direct connection to the aquifer	200, measured from the drainage divide
Other sinkholes	100, measured from the drainage divide
Other karst features with a direct connection to the aquifer (swallet or stream-to-sink)	200, measured from the drainage divide

Land uses with a high potential to impact groundwater resources such as mining, landfills, sprayfields, heavy industrial, and intense animal operations will be prohibited within one (1) mile of a springhead and ½ mile of a surface centerline of the cave system.

**Land Use Setbacks**

Feature	Minimum setback (feet) for land uses identified as having a high potential to impact groundwater resources.
Caves (subsurface caves and flow corridors)	½ mile, measured on the surface from the centerline of the cave system
Springhead (vent)	One (1) mile, measured from the springhead in all directions

**Policy FLU 5.2.3: Setback Exceptions**

Where an existing lot of record as of the effective date of the previous Policy is too small to accommodate the minimum amount of development necessary for the setbacks set forth in Policy FLU 5.2.2, the allowable use may be established provided that the building and associated paved areas are located the maximum distance possible from the karst features, and further provided that a swale and berm are located between the development and the karst feature with a direct connection to the aquifer. The swale and berm shall be designed to direct drainage away from the karst feature.

**Policy FLU 5.2.4: Shared Access and Stormwater Facilities**

Development shall use joint or shared access and stormwater facilities to the maximum extent feasible when it serves to minimize impervious surfaces.

**Policy FLU 5.2.5: Parking**

Non-residential development shall use shared parking and pervious pavement to the maximum extent feasible in order to minimize impervious surfaces.

**Policy FLU 5.2.6: Minimization of Connected Impervious Areas**

Design of parking lots, sidewalks, buildings, and other impervious surfaces shall minimize connections between impervious surfaces through techniques shown on a site plan such as:

- a. Directing flows from roof drains to vegetated areas or to rain barrels or cisterns for reuse of the water;
- b. Directing flows from paved areas to vegetated areas;
- c. Locating impervious surfaces so that they drain to vegetated buffers or natural areas; and

- d. Breaking up flow directions from large paved surfaces.

**Policy FLU 5.2.7: Use of Pervious Materials**

Porous pavement materials, pervious concrete, and pervious asphalt should be used to minimize the amount of impervious surface within new development and redevelopment consistent with code requirements regarding protection of natural systems from contaminants

**Policy FLU 5.2.8: Stormwater Drainage**

Drainage for streets and roads within new development shall be through roadside swales and berms whenever possible. Curb and gutter design should not generally be approved, except where safety or other issues exist. Infill and redevelopment within existing urban areas with existing curb and gutter are exempt from these requirements. Where curb and gutter is approved and to the extent feasible, the curb and gutter shall be designed to provide adequate curb cuts to allow run-off to be directed to roadside landscaped swales for infiltration and treatment prior to discharge.

**Policy FLU 5.2.9: Minimization of Site Disturbance**

Development shall be designed to minimize site disturbance by limiting clearing to the minimum area necessary to accomplish development through the following:

- a. Avoid or minimize the removal of existing native trees and vegetation;
- b. Minimize soil compaction by delineating the smallest disturbance area feasible;
- c. Use design techniques that limit earth movement and impervious surfaces such as stem-wall construction, reduced pavement widths, and swales; and
- d. Maximize disconnection of impervious surfaces to reduce water runoff flows and increase opportunities for infiltration.

**Policy FLU 5.2.10: Golf Courses**

All golf course siting, design, construction, and management shall implement the prevention, management, and monitoring practices, detailed in the golf course siting, design, and management chapter of the *Protecting Florida's Springs Manual – Land Use Planning Strategies and Best Management Practices (November 2002)*. These practices are derived from the Audubon International Signature program.

**Policy FLU 5.2.11: Landscape Best Management Practices**

The following landscaping Best Management Practices shall be instituted to the greatest extent practicable to reduce nitrate loading:

- a. Planted turf grass and landscaping within residential lots shall be restricted wherever feasible to minimize the use of fertilization and water for irrigation;
- b. Florida Friendly landscaping shall be required wherever feasible; and

- c. The City will adopt Land Development Regulations for managing future lawns and landscapes within the Wekiva Springs Overlay Protection Area using the educational guidelines contained in the University of Florida Extension's Florida Yards and Neighborhoods Program, Environmental Landscape Management (ELM) principles and Best Management Practices wherever feasible. Such Land Development Regulations shall include practices that are designed to reduce nitrate infiltration into ground and surface water.

**Policy FLU 5.2.12: Protection of Sensitive Natural Habitats**

The City shall protect sensitive natural habitat including Longleaf Pine, Sand Hill, Sand Pine, and Xeric Oak Scrub (generally shown on Map #14 and Map #15) within the Wekiva Springs Overlay Protection Area to the greatest extent practicable. The Land Development Regulations shall require a site analysis during the development review process to identify sensitive natural *habitat*. If such habitat is determined to exist on-site, proposed development shall be required to avoid and protect such areas as much as possible as follows:

- a. Design shall be accomplished to maintain sensitive natural upland habitat in functional, clustered and contiguous configurations that maximize use by wildlife (Map #18) and maintain the long-term viability of natural communities. This includes linkages to habitat corridors and greenways where possible.
- b. Sensitive natural habitat protected on-site shall require a permanent conservation easement and be incorporated as open space within the subject property.

**Policy FLU 5.2.13: Management of Sensitive Natural Habitats**

The City may require a management plan for sensitive natural habitat areas greater than two (2) acres in size that are protected as the result of a development project. The management plan, shall be prepared at the expense of the developer by a qualified professional biologist, and provide for the following:

- a. Eventual removal of invasive plants and replanting with Florida Friendly and native vegetation as feasible;
- b. Maintenance of biodiversity, with special emphasis on the protection of listed plant and animal species;
- c. Removal of debris, articles, and structures not permitted by the management plan;
- d. Conditions for use that are limited to passive recreation; and
- e. Any additional measures necessary to protect and maintain the functions and values of the habitat area while ensuring protection from wildfire.

## EXHIBIT A

## FUTURE LAND USE ELEMENT APPENDIX

**SECTION FLU A-1: PLAN AMENDMENT STANDARDS OF REVIEW**

The City of Eustis Comprehensive Plan is designed to preserve and enhance the public health, safety, and welfare through the management of growth, the provision of adequate public services and the protection of natural resources. These purposes are accomplished by the legislative establishment of goals, objectives, and policies that are designed to guide the future growth and development of lands within the City.

**GENERAL**

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

This Plan amendment application review and evaluation process will be prepared and presented in a format consistent with the four (4) major categories of Plan policies as follows:

- A **General Public Facilities/Services**: Since the Plan policies address the continuance, expansion and initiation of new government service and facility programs, including, but not limited to, capital facility construction, each application for a land use designation amendment shall include a description and evaluation of any Plan programs (such as the effect on the timing/financing of these programs) that will be affected by the amendment if approved. This analysis shall include the availability of, and actual and anticipated demand on, facilities and services serving or proposed to serve the subject property. The facilities and services required for analysis include emergency services, parks and recreation, potable water, public transportation if and when available, sanitary sewer, schools, solid waste, stormwater, and the transportation network.
- B **Natural Resources/Natural Features**: The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Comprehensive Plan. Evaluation of specific features and impacts shall be included in the Land Development Regulations and addressed at time of site plan or subdivision plan consideration.
- C **Comprehensive Plan Review**: Additional criteria and standards are also included in the Plan that describe when, where and how development is to occur. Plan development policies will be used to evaluate the appropriateness of the compatibility of the use, intensity, location, and timing of the proposed amendment.

1. Proposed Residential Land Uses. The City shall limit these uses adjacent to incompatible commercial or industrial land uses unless sufficient mitigation, such as buffering and setbacks is provided and available through the Land Development Regulations, which lessens the impact to the proposed residences.
  2. Proposed Non-Residential Land Uses. The City shall generally not permit new industrial uses to be located adjacent to existing or planned residentially designated areas.
- D **Transportation:** Each application for a land use designation amendment will be required to demonstrate consistency with the Transportation Element of the adopted Comprehensive Plan.
- D **Water Supply:** Each application for a land use designation amendment will be required to demonstrate that adequate water supplies and associated public facilities are (or will be) available to meet the projected growth demands.

#### **AMENDMENTS WITHIN THE WEKIVA SPRINGS OVERLAY PROTECTION DISTRICT**

Amendments to the Future Land Use Map (FLUM) within the Wekiva Springs Overlay Protection District shall be required to comply with all applicable policies of this Comprehensive Plan and at time of site plan or subdivision consideration, approval of a development plan shall satisfy the following criteria:

- A. Support the development plan with the required studies and surveys in FLU Policy 5.1.3 to document that the development is consistent with protection of groundwater and surface water and natural resources;
- B. Support the development plan with a nitrate/nitrogen loading analysis prepared by a professional qualified to use professionally accepted methods that compare the existing land use activity to the proposed future land use activity at build-out if there is no connection to central sanitary sewer. The analysis must demonstrate when all factors are taken into account, that there shall be no increase in nitrate/nitrogen loading to groundwater and surface water.

#### **SECTION FLU A-2: ZONING STANDARDS OF REVIEW**

The City of Eustis does not have zoning districts. The City of Eustis regulates the specific uses that are permitted and prohibited within each land use district through the City's Land Development Code based on the Future Land Use Map designation and establishes the minimum design standards to be used when developing property through the application of a Design District Overlay. The intent of the land use and design regulations of the Land Development Code is to promote the health, safety, and welfare of the community; to ensure that future growth and development which occurs in Eustis is consistent and compatible with the city comprehensive plan; is compatible with existing and planned development in the City in type, design, and location; is served by adequate public services and facilities; and in all other respects achieves and implements the goals, objectives, and policies of the city as contained in the city comprehensive plan.

**SECTION FLU A-3: THE OFFICIAL FUTURE LAND USE MAP****General Application**

The City of Eustis Future Land Use Element contains the Official Future Land Use Map. This map depicts a land use classification system which defines the location and range of permitted uses in each classification, the range of permitted densities and/or intensities of use, and other data necessary to comply with minimum State requirements. The Future Land Use Classifications set forth the potential uses of property in the context of the lawful planning horizon and provide for a wide array of density or intensity of use within each land use classification. A property owner is not necessarily entitled to the most potentially dense or intense uses permitted within a land use classification. In some cases, the compatibility standards in the Land Development Regulations may result in an actual project density less than the maximum permitted by the Comprehensive Plan. The Future Land Use Map does not guarantee that maximum densities will be achieved in all cases and does not serve as a substitute density limit in place of any other regulations that would place further restrictions and/or limitations on the development density of a parcel.

The official Future Land Use Map depicts the following land use classifications, map symbols, and the identification of designations that require urban services.

# CITY OF EUSTIS COMPREHENSIVE PLAN

2035

**TABLE A-3.1 FUTURE LAND USE DESIGNATIONS**

LAND USE DISTRICT	MAP SYMBOL	Maximum Net Density (Total dwelling units per net acre)	Intensity Range (Floor Area Ratio)	Maximum Impervious Surface (% of net buildable area)
Rural Residential	RR	1 dwelling unit/acre	N/A	20%
<u>Rural Residential Transitional</u>	<u>RRT</u>	<u>3 dwelling unit /per acre</u>	<u>N/A</u>	<u>35%</u>
Suburban Residential	SR	5 dwelling units/acre <sup>(2)</sup>	N/A	40%
Urban Residential	UR	12 dwelling units/acre <sup>(2)</sup>	N/A	40%
Manufactured Home Community	MH	8 dwelling units/acre	N/A	50%
General Commercial	GC	N/A	up to 2.5 <sup>(3)</sup>	75%
General Industrial	GI	N/A	up to 2.5 <sup>(3)</sup>	75%
Central Business District	CBD			100%
	Residential	40 dwelling units/acre <sup>(1)</sup>		
	Non-Residential		up to 3.0	
Residential/Office Transitional	RT			40%
	Residential	12 dwelling units/acre <sup>(2)</sup>		
	Non-Residential		up to 2.5 <sup>(3)</sup>	75%
Mixed Commercial/ Residential	MCR			40%
	Residential	12 dwelling units/acre <sup>(2)</sup>		
	Non-Residential		up to 2.5 <sup>(3)</sup>	75%
Mixed Commercial/ Industrial	MCI	N/A	up to 2.5 <sup>(3)</sup>	75%
Public and Institutional	PI	N/A	up to 2.5 <sup>(3)</sup>	75%
Agricultural	AG	1 dwelling unit/5 acres	N/A	20%
Conservation	CON	N/A	up to 0.20 <sup>(3)</sup>	10%

**Table Footnotes**

Generally: Stated densities and intensities will not be achieved in all cases. Compatibility standards and other Land Development Regulations, including those regulating the interaction between land use districts and design districts, as related to each specific site’s unique characteristics, will determine actual achievable densities and intensities.

- (1) In the Central Business District, the maximum of 40 units per acre is permitted in the portion of the central business district bordered on the west by Bay Street, south by Orange Avenue, east by Center Street and north by Clifford Avenue. The remainder of the Central Business District shall have a base maximum density of 12 du/ac and shall require a conditional use permit to develop up to 40 units per acre.
- (2) Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density in these classifications where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent.
- (3) Allowable intensities incrementally decrease between downtown and outlying areas, and between corridors and neighborhoods, as specified in Section 109-3 of the Land Development Regulations. Higher intensities apply in urban districts, medium intensities in suburban districts and lower intensities in rural districts. Similarly, within those districts, higher intensities apply along corridors and lower intensities in neighborhoods.



## DEFINITIONS OF FUTURE LAND USE DESIGNATIONS

The definitions and uses provided for in each of the following future land use designations are descriptive definitions only.

### **Residential Districts**

*Rural Residential*

*Rural Residential Transitional*

*Suburban Residential*

*Urban Residential*

*Manufacture Home Community*

### **Rural Residential (RR)**

This designation provides for large lot development near or on the periphery of the Eustis urbanized area. Low density designation is a proven effective means for delaying development until growth can be accommodated in an orderly economical fashion. Mainly, this category is seen as providing a low density estate-type housing environment preferred by a segment of the local population. Principal locations are near East Crooked Lake, Lake Joanna, Lake Yale, and around certain lakes in the eastern portion of the City.

General Range of Uses: Single-family residential dwelling units, parks, schools, and public and utility services and facilities that are 2 acres or less in size.

Maximum Density: Residential densities in Rural Residential may not exceed one dwelling unit per net buildable acre. Net Densities of one unit or less per acre are appropriate in areas of steep slope near lakes where soil erosion is a potential problem and in remote locations where provision of urban services is not economically feasible.

### **Special Provisions:**

- (1) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:
  - a. all such housing is attached to foundations as in the case of conventional site-built construction; and
  - b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.
- (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

**Rural Residential Transitional (RRT)**

This designation provides for larger lot single family development near or on the periphery of the Eustis urbanized area. The Medium-low density designation is a proven effective means for transitioning development patterns from rural and semi-rural development patterns in an orderly fashion. Mainly, this category is seen as providing a medium-low density estate-type housing environment preferred as a transition when properties are annexed into the City as growth continues to the eastern portion of the Eustis - Lake County JPA.

General Range of Uses: Single-family residential dwelling units, parks, schools, and public and utility services and facilities that are 2 acres or less in size.

Maximum Density: Residential densities in Rural Residential Transitional may not exceed three dwelling unit per net buildable acre. Net Densities of three units or less per acre are appropriate in areas where there are established larger lot developments and where the surrounding areas remain rural and semi-rural in nature.

Special Provisions:

- (1) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:
  - a. all such housing is attached to foundations as in the case of conventional site-built construction; and
  - b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.
- (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.
- (3) Developments within the Wekiva Protection Overlay that do not include longleaf pine, sand hill, sand pine, and xeric oak communities shall provide a total open space equal to at least 25% of the net buildable area.

**Suburban Residential (SR)**

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

General Range of Uses: This designation is intended to provide for a mix of single family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted.

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

Special Provisions:

- (1) Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density in the Suburban Residential (SR) classification where at least 20 percent of the dwelling units are

affordable to families having incomes less than 80 percent of the Orlando Metropolitan

Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent. A density bonus may also be allowed for energy conservation or green certification as provided for in the LDRs. The combined density bonus for affordable housing and energy conservation/green certification is limited to a total increase of 15%.

- (2) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:
  - a. all such housing is attached to foundations as in the case of conventional site-built construction; and
  - b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.
- (3) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

### **Urban Residential (UR)**

This designation is intended to provide higher density residential options for the areas near the downtown core of the city.

General Range of Uses: Includes single family detached, patio home, townhouse dwellings, and apartments. Additional uses include adult congregate living facilities (ACLF), other group housing facilities, manufactured residential dwelling units, limited neighborhood commercial uses, parks and recreation facilities, and schools. Public and utility services and facilities that are 2 acres or less in size are also permitted.

Maximum Density: Urban residential densities may be developed at a minimum density of six dwelling units per net buildable acre up to a maximum of 12 dwelling units per net buildable acre, except where existing conditions require a density less than six dwelling units per net buildable acre. The maximum density may be exceeded through an affordable housing density bonus as provided in the Special Provisions below.

### Special Provisions:

- (1) Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density in the Urban Residential (UR) classification where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent. A density bonus may also be allowed for energy conservation or green certification as provided for in the LDRs. The combined density bonus for affordable housing and energy conservation/green certification is limited to a total increase of 15%.
- (2) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:
  - a. all such housing is attached to foundations as in the case of conventional site-built construction; and
  - b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.

**Manufactured Home Community (MH)**

This designation applies to specific existing mobile home and recreational vehicle developments which are predominantly located north of Trout Lake. The purpose of this district is to provide for a mobile home urban environment in a rental park where the dwelling unit may or may not be owned by the tenant residing within, provided however, that the real property for the entire mobile home community is under single ownership. No new transient home developments are specifically provided for on the Future Land Use Map.

General Range of Uses: Single-family residential dwelling units, multi-family dwelling units, manufactured residential dwelling units, mobile homes, outdoor recreation, and schools. Public and utility services and facilities that are 2 acres or less in size are also permitted.

Maximum Density: Residential densities may not exceed eight dwelling unit per net buildable acre.

Special Provisions:

- (1) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:
  - a. all such housing is attached to foundations as in the case of conventional site-built construction; and
  - b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.

**Commercial Districts****General Commercial (GC)**

The GC designation is intended to provide an area consisting of primarily free-standing commercial land uses serving both motorists and local residents.

General Range of Uses: General Commercial may include a variety of free-standing retail and service uses and small strip centers including automotive-oriented uses such as service stations and auto sales as well as outdoor recreation, and schools. Public and utility services and facilities that are 5 acres or less in size are also permitted.

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

Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

**Industrial Districts****General Industrial (GI)**

This land use designation is provided for those businesses that have one or more objectionable uses such as noise, dust or odor. The purpose of this district is to provide a method whereby industries necessary to the area, but with inherent characteristics which could prove obnoxious or detrimental to a different type of industrial operation, may locate in the most suitable and advantageous spots to minimize inconvenience to the general public. This district also offers greater economy and freedom to the industrial developer by the relaxation of certain standards and screening requirements within the district itself.

General Range of Uses: General Industrial development includes existing industrial development of light-to-heavy nature along the rail line both north and south of downtown. Outdoor recreation, schools, and public and utility services and facilities that are 5 acres or less in size are also permitted.

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

Special Provisions:

- (1) New development within GI areas shall continue to be required to:
  - a. Provide adequate setbacks and buffering from residential areas and public roads;
  - b. Comply with all federal and state environmental regulations and local performance standards contained in the Land Development Regulations; and
  - c. Limit effluent discharges to the municipal sewer system to approved pretreated industrial wastes and domestic wastes only.
  
- (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

**Mixed Use Districts**

*Central Business District*

*Residential / Office Transitional*

*Mixed Commercial / Residential*

*Mixed Commercial / Industrial*

**Central Business District (CBD)**

This land use designation is designed to support a mixed-use area encompassing downtown Eustis within which a combination of commercial, institutional, office, and residential uses may occur at comparatively high densities.

General Range of Uses: This category accommodates the mix of residential, commercial, light industrial/manufacturing, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted as well as residential uses found in or otherwise desirable in downtown areas.

Density: The maximum density is 40 du/ net buildable acre where the maximum of 40 units per buildable acre is permitted in the “core area” of the district which is defined as that portion of the central business district bordered on the west by Bay Street, south by Orange Avenue, east by Center Street and north by Clifford Avenue. The remainder of the Central Business District shall be a maximum density of 12 du/ net buildable area unless granted a conditional use permit to develop up to 40 units per net buildable acre. The minimum density within the “core area” of the CBD is 6 du/ net buildable acre except where existing conditions require less than the minimum.

Intensity Range: up to 3.0 FAR subject to restrictions in Section 109-3 of the Land Development Regulations.

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

- Commercial/Office: 50% - 80% of total CBD building square footage
- Residential: 20% - 60% of total CBD building square footage
- Institutional: 5% - 15% of total CBD building square footage

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

### **Residential / Office Transitional (RT)**

This land use designation applies to older residential areas having residential character, which are located adjacent to non-residential development. The purpose is to provide for establishment of business and professional offices and limited retail and service businesses while maintaining residential character or compatibility. The concept is that many older residences are impacted by traffic or adjacent non-residential uses and are no longer economically viable as dwellings. Allowance of limited commercial use is a means of making these areas more productive while maintaining a residential-type character.

**General Range of Uses:** This category accommodates residential uses; professional and business offices in certain predominantly residential areas near major traffic arteries and adjacent to commercial areas; outdoor recreation; and schools. Public and utility services and facilities that are 2 acres or less in size are also permitted.

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

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

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

- Residential: 55% - 70% of total RT acreage
- Commercial/Office: 30% - 45% of total RT acreage

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

### **Special Provisions:**

- (1) Future amendments to designate areas as RT shall be required to be designated near thoroughfares and commercial areas to allow for limited transitional commercial uses in recognition that these areas are impacted by adjacent commercial use and to provide an economic use of property while maintaining their general residential character by:
  - a. limiting commercial uses to retail, business and professional offices, group homes, and home occupations as defined in the Land Development Regulations;

- b. limiting external lighting and signs to that which would normally be permitted in adjacent residential zoning districts;
  - c. screening any permitted non-residential use from abutting residential properties by a landscape buffer, in accordance with city requirements;
- (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

### **Mixed Commercial / Residential (MCR)**

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

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

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

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

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

- Residential: 15% - 25% of total MCR acreage
- Commercial/Office: 75% - 85% of total MCR acreage

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

### Special Provisions:

- (1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:
  - a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
  - b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
  - c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
  - d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
- (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

**Mixed Commercial / Industrial (MCI)**

This land use designation is intended to provide for development of light manufacturing, distribution, corporate office and related commercial and industrial facilities in select high profile locations and in well planned environments.

General Range of Uses: Uses include light industry and manufacturing, distribution, corporate office, and related commercial and industrial facilities in select high profile locations and in well-planned environments. Outdoor recreation and schools are permitted as well as public and utility services and facilities that are 5 acres or less in size.

Light industry includes warehousing and wholesale distribution, provided that truck access bays and loading operations are effectively screened from view where necessary, truck traffic does not impact local streets, and hours of operation are compatible with adjacent land uses. Light industry also includes those manufacturing, distribution, and associated activities which do not create any noise, glare, vibration, odor, or waste products which would adversely impact adjacent properties or municipal utility systems, based on performance standards established in the Land Development Regulations.

Maximum Density: Not applicable.

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

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

Commercial: No more than 20% of total MCI acreage

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

Special Provisions:

- (1) Future amendments to designate areas as MCI may be permitted in undeveloped areas oriented to major highways and other transportation facilities as determined by market demand, and provided that:
  - a. Mixed Commercial Industrial areas and developments therein will be held to a higher level of community design relative to signage, lighting, landscape materials, and building quality than General Commercial (GC) areas; and
  - b. Signage and lighting are limited to maintain the generally semi-rural or high-profile image character of these designated areas.
- (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.



**Other Districts**

*Public and Institutional*  
*Agricultural*  
*Conservation*

**Public and Institutional (PI)**

This land use designation applies to public and quasi-public properties and other facilities that provide a community service.

General Range of Uses: Uses include school, recreation, and public utility properties and other governmental facilities. Cemeteries are also included in this category.

Maximum Density: Not Applicable

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

Regulations. Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

**Agricultural (AG)**

This land use designation is designed to limit the premature spread of urban growth and conversion of productive agricultural lands until such time as urban growth is contiguous and agricultural activities can no longer be economically sustained.

General Range of Uses: Single-family residential dwelling units, ranching, crop farming including citriculture, silviculture, aquaculture, row crops, and public and utility services and facilities.

Maximum Density: Residential densities in Agricultural may not exceed one dwelling unit per five net buildable acres except as provided in the Special Provisions below.

**Special Provisions:**

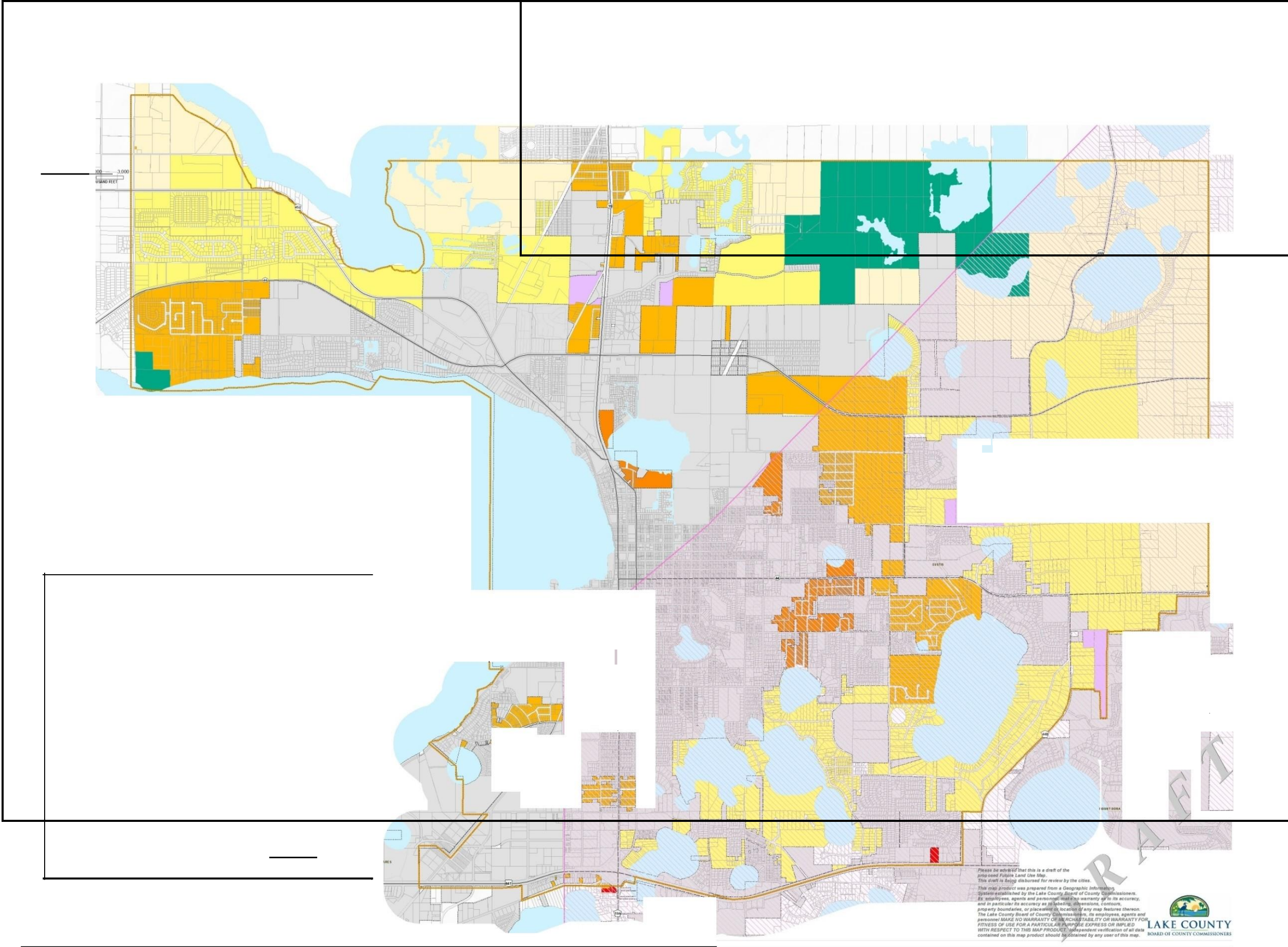
- (1) Mineral Resources Extraction. The extraction of mineral resources may be permitted in Agricultural (AG) land use areas, provided that:
  - a. compatibility with existing and potential development can be shown in terms of the character, phasing, and buffering of the proposed mineral extraction activities;
  - b. compatibility with existing and potential development can be shown in terms of access to the proposed mineral extraction activities;
  - c. the activity meets all applicable licenses, regulations, and standards and is permissible by state agencies having jurisdiction; and
  - d. excavation, erosion control, and reclamation plans are submitted and provide for the protection of surface and groundwater resources, wetlands, and upland habitat areas (or their mitigation) and for the productive reuse of land after excavation is discontinued.

## **Conservation (CON)**

This land use designation provides for lands that have environmental sensitivity and significance with the purpose of preserving natural resources in the community.

General Range of Uses: Development within these areas is limited to interpretative features and related facilities for nature study and enjoyment. These related facilities may include nature trails, needed utility services, and shelters. Outdoor recreation facilities may be permitted in disturbed uplands or other non-environmentally sensitive land within the designation.

Intensity Range: up to 0.20 FAR subject to restrictions in Section 109-3 of the Land Development Regulations.



Source: City of Eustis

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# LAND DEVELOPMENT REGULATIONS

## EUSTIS, FLORIDA

### Chapter 109 LAND USE DISTRICTS AND DESIGN DISTRICT OVERLAYS<sup>1</sup>

#### Sec. 109-1. General

The purpose of this chapter is to specify the different types of land uses that are permitted and prohibited within each land use district and the minimum standards to be used when developing property that is located within the city corporate boundaries through the application of a design district overlay. The intent of the land use and design regulations, described herein, are to promote the health, safety, and welfare of the community; to ensure that future growth and development which occurs in Eustis is consistent and compatible with the city comprehensive plan; is compatible with existing and planned development in the city in type, design, and location; is served by adequate public services and facilities; and in all other respects achieves and implements the goals, objectives, and policies of the city as contained in the city comprehensive plan.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

#### Sec. 109-2. Land use districts.

Editor's note(s)—Provisions pertaining to land use districts are set forth in the subsequent sections below, sections 109-2.1—109-2.8.

##### Sec. 109-2.1. Purpose and intent.

Development and adoption of the city comprehensive plan, specifically the future land use element and future land use map series, has established various land use classifications. These land use classifications are defined within the future land use element and delineated on the future land use map series of the city comprehensive plan, and shall be the determinants of permitted and prohibited activities within each specific land use district.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

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<sup>1</sup>Editor's note(s)—Ord. No. 16-31, § 1.d.(Exh. A), adopted Dec. 15, 2016, repealed the former subpt. B, land development regulations, ch. 109, and enacted a new chapter as set out herein. The provisions of former ch. 109 pertained to similar subject matter and derived primarily from Ord. No. 15-13, § 1(Exh. E), adopted Oct. 1, 2015. See the Code Comparative Table for additional historical derivations.

Cross reference(s)—Cross References: Concurrency, ch. 106; development standards, ch. 110; general building and site design standards, ch. 115; construction standards, ch. 118; resource protection standards, ch. 121

### Sec. 109-2.2. Districts enumerated.

The future land use element of the comprehensive plan contains definitive explanations and definitions for the below-referenced land use classifications. These same classifications, which are described in the city comprehensive plan, directly correspond to the land use districts that are used throughout this land development regulation and are listed below:

Residential	
RR	Rural Residential
<u>RRT</u>	<u>Rural Residential Transitional</u>
SR	Suburban Residential
UR	Urban Residential
MH	Manufactured Home Community
Commercial	
GC	General Commercial
Industrial	
GI	General Industrial
Mixed Use	
CBD	Central Business District
RT	Residential/Office Transitional
MCR	Mixed Commercial/Residential
MCI	Mixed Commercial Industrial
Other	
PI	Public/Institutional
AG	Agricultural
CON	Conservation

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016, Ord. No. 22-36, 12-01-2022)

### Sec. 109-2.3. Residential districts intent statements.

- (a) *Rural residential district (RR)*. This designation provides for large lot development near or on the periphery of the Eustis Urbanized Area. Densities of one unit per acre or less are appropriate in areas of steep slope near lakes where soil erosion is a potential problem and in remote locations where provision of urban services is not economically feasible.
- (b) *Rural residential transitional district (RRT)*. This designation provides for larger single-family lot development near or on the periphery of the Eustis Urbanized Area. Densities of three units per acre or less are appropriate in areas of rural and semi-rural, areas of steep slope near lakes where soil erosion is a potential problem and in remote locations where provision of urban services is not economically feasible. The RRT designation is intended to provide for single-family detached dwellings in a suburban and semi-rural atmosphere.
- (c) *Suburban residential district (SR)*. Areas designated suburban residential (SR) have a maximum density of five units to one acre. The SR designation is intended to provide for a mix of single-family detached, patio homes and townhouse-type dwellings in a suburban atmosphere.
- (d) *Urban residential district (UR)*. This designation applies to areas near the downtown core of the city. This land use designation has a maximum density of 12 units per acre.
- (e) *Manufacture home community (MH)*. This designation provides guidelines for mobile home and recreational vehicle parks. The purpose of this district is to provide for a mobile home urban environment in a rental park where the dwelling unit may or may not be owned by the tenant residing within, provided however, that the real property for the entire mobile home community is under single ownership.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016, [Ord. No. 22-36, 12-01-2022](#))

**Sec. 109-2.4. Commercial districts intent statements.**

*General commercial district (GC).* An area consisting of primarily freestanding commercial land uses serving both motorists and local residents.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-2.5. Industrial districts intent statements.**

*General industrial district (GI).* This land use designation is provided for those businesses that may have one or more objectionable uses such as noise, dust or odor. The purpose of this district is to provide a method whereby industries necessary to the area, but with inherent characteristics which could prove obnoxious or detrimental to a different type of industrial operation, may locate in the most suitable and advantageous spots to minimize inconvenience to the general public. This district also offers greater economy and freedom to the industrial developer by the relaxation of certain standards and screening requirements within the district itself.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-2.6. Mixed use districts intent statements.**

- (a) *Central business district (CBD).* This land use designation has a mix of commercial, public/institutional and residential uses that is desired in the downtown areas.
- (b) *Residential/office transitional district (RT).* This land use designation applies to older residential areas having residential character, which are located adjacent to nonresidential development. The purpose is to provide for establishment of business and professional offices and limited retail and service business while maintaining residential character or compatibility.
- (c) *Mixed commercial/residential district (MCR).* This land use designation is intended to regulate the character and scale of commercial and residential uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby land uses, and provide for mixed use development.
- (d) *Mixed commercial/industrial district (MCI).* This land use designation is intended to provide for development of light manufacturing, distribution, corporate office and related commercial and industrial facilities in select high profile locations and in well planned environments.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-2.7. Other districts intent statements.**

- (a) *Public/institutional (PI).* This land use designation applies to public and quasi-public properties and other facilities that provide a community service.
- (b) *Agricultural district (AG).* This land use designation provides for general agricultural land uses outside the urban area and can limit the premature spread of urban growth and conversion of productive agricultural lands until and only if necessary in the future.
- (c) *Conservation district (CON).* This land use designation provides for lands that have environmental sensitivity and significance.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-2.8. Planned development overlay intent statements.**

- (a) The planned development overlay provides an opportunity for planned residential or mixed-use communities, containing a variety of residential structures and diversity of building arrangements, with complementary and compatible commercial or industrial uses or both; planned commercial centers with complementary and compatible residential or industrial uses or both; or planned industrial parks with complementary and compatible residential or commercial uses or both; developed in accordance with an approved development plan.
- (b) The planned development overlay provides an opportunity to allow for diversification of uses, structures, and open spaces in a manner compatible with existing and permitted land uses on abutting properties.
- (c) The planned development overlay shall preserve the natural amenities and environmental assets of the land by encouraging the preservation and improvement of scenic and functional open areas and shall encourage an increase in the amount and usability of open space areas by permitting a more economical and concentrated use of building areas than might be possible through conventional subdivision practices.
- (d) The planned development overlay shall provide an opportunity for application of innovative concepts of site planning in the creation of aesthetically pleasing living, shopping, and work environments on properties of adequate size, shape, and location.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-3. Land use district development intensity.**

The land use districts establish the maximum standards and limitations for density, intensity and impervious surface and minimum standards for required open space consistent with the limitations of the City of Eustis Comprehensive Plan. The design standards for an individual project shall be determined through the application of design district compatibility standards and limitations provided in section 109-5. The land use district development intensity shall be limited according to land use district (Table 1) and may be further restricted by design district designation and other locational criteria (Table 2):

**Table 1: Intensity limitations by land use district.**

LAND USE DISTRICT	Maximum Net Density (dwelling units (du) per net acre)	Intensity Range (Floor Area Ratio)	Maximum Building Height (Feet)	Minimum Open Space Required* (within the Wekiva Area)	Minimum Open Space Required (outside Wekiva Area)	Maximum Impervious Surface (Percentage of net buildable area)
RR	1 du/acre <sup>(1)</sup>	Not Applicable	35	25% <sup>(5)(6)</sup>	25% <sup>(5)</sup>	20% <sup>(5)</sup>
<b>RRT</b>	<b>3 du/acre<sup>(1)</sup></b>	<b>Not Applicable</b>	<b>35</b>	<b>25%<sup>(5)(6)</sup></b>	<b>25%<sup>(5)</sup></b>	<b>40%<sup>(5)</sup></b>
SR	5 du/acre <sup>(1)(2)</sup>	Not Applicable	35	25% <sup>(5)(6)</sup>	25% <sup>(5)</sup>	40% <sup>(5)</sup>
UR	12 du/acre <sup>(1)(2)</sup>	Not Applicable		20% <sup>(5)(6)</sup>	20% <sup>(5)</sup>	40% <sup>(5)</sup>
Single-family			35			
Multi-family			45			
MH	8 du/acre <sup>(1)</sup>	Not Applicable	35	50% <sup>(5)(6)</sup>	50% <sup>(5)</sup>	50% <sup>(5)</sup>
GC	Not Applicable	Up to 2.5 <sup>(4)</sup>	35	10% <sup>(5)(6)</sup>	5% <sup>(5)</sup>	75% <sup>(5)</sup>
GI	Not Applicable	Up to 2.5 <sup>(4)</sup>	35	10% <sup>(5)(6)</sup>	10% <sup>(5)</sup>	75% <sup>(5)</sup>

CBD			74 (6 stories)	Not Applicable	0%	100%
Residential	40 du/acre <sup>(2)(3)</sup>					
Nonresidential		3.0				
RT			35			
Residential	12 du/acre <sup>(1)(2)</sup>			20% <sup>(5)(6)</sup>	20% <sup>(5)</sup>	40% <sup>(5)</sup>
Nonresidential		Up to 2.5 <sup>(4)</sup>		20% <sup>(5)(6)</sup>	10% <sup>(5)</sup>	75% <sup>(5)</sup>
MCR			35			
Residential	12 du/acre <sup>(1)(2)</sup>			25% <sup>(5)(6)</sup>	25% <sup>(5)</sup>	40% <sup>(5)</sup>
Nonresidential		Up to 2.5 <sup>(4)</sup>		20% <sup>(5)(6)</sup>	15% <sup>(5)</sup>	75% <sup>(5)</sup>
MCI	Not Applicable	Up to 2.5 <sup>(4)</sup>	45	10% <sup>(5)(6)</sup>	10% <sup>(5)</sup>	75% <sup>(5)</sup>
PI	Not Applicable	Up to 2.5 <sup>(4)</sup>	35	20% <sup>(5)(6)</sup>	15% <sup>(5)</sup>	75% <sup>(5)</sup>
AG	1 du/5 acres <sup>(1)</sup>	Not Applicable	35	0%	0%	20% <sup>(5)</sup>
CON	Not Applicable	Up to 0.20 <sup>(4)</sup>	35	Not Applicable	Not Applicable	10% <sup>(5)</sup>

Table Footnotes:

Generally: Specified densities and intensities will not be achieved in all cases. Compatibility standards and other land development regulations, including those regulating the interaction between land use districts and design districts, as related to each specific site's unique characteristics, will determine actual achievable densities and intensities.

1. Park requirements. (See Sec. 115-9.)
2. *Density bonuses for affordable housing.* Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5—15 percent in density in these classifications where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent.
3. The maximum of 40 units per acre is permitted in the portion of the central business district bordered on the west by Bay Street, south by Orange Avenue, east by Center Street and north by Clifford Avenue. The remainder of the Central Business District shall have a base maximum density of 12 du/acre and shall require a conditional use permit to develop up to 40 units per acre.
4. Allowable intensities incrementally decrease between downtown and outlying areas, and between corridors and neighborhoods, as specified in Table 2. Higher intensities apply in urban districts, medium intensities in suburban districts and lower intensities in rural districts. Similarly, within those districts, higher intensities apply along corridors and lower intensities in neighborhoods.
5. The minimum open space and maximum impervious surface requirements apply to the development as a whole, when common area is provided. In no case shall individual building lot coverage exceed 80 percent regardless of whether common area open space is provided for the development as a whole. Open space and impervious surface are defined in chapter 100.
6. Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35 percent of the net buildable area.

**Table 2: Intensity (floor area ratio) limitations by design district designation and further locational limitations**

All districts.



Unless maximum intensity is further restricted by either or both the underlying future land use designation or the maximum intensity column below, the following additional limitations apply:

- Any structure or portion thereof in urban and suburban design districts placed within 100 feet of a rural or suburban residential future land use district is limited to an FAR of 0.75.
- Any structure or portion thereof in rural design districts placed within 100 feet of a rural or suburban residential future land use district is limited to an FAR of 0.35.

Design District	Maximum Intensity <sup>(1)</sup> (FAR)	Additional Locational FAR Limitation
Urban Center	3.0	
Urban Corridor	2.5	Maximum 2.0 FAR: <ul style="list-style-type: none"> <li>• north of Pendleton Avenue</li> <li>• south of Lakeview Avenue</li> <li>• east of Exeter Street</li> </ul>
Urban District	2.0	
Urban Neighborhood	0.35	
Suburban Center	2.0	
Suburban Corridor	2.0	Maximum of 1.0 FAR <ul style="list-style-type: none"> <li>• along Orange Avenue</li> </ul>
Suburban District	2.0	
Suburban Neighborhood	0.35	
Rural Center	0.75	
Rural Corridor	0.75	
Rural District	0.75	
Rural Neighborhood	0.35	

Table Footnotes:

1. Intensity range is specified primarily by future land use district per the comprehensive plan. Maximum intensity by design district does not supersede those maximum intensities established for each future land use district in the comprehensive plan.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016; Ord. No. 19-22 , § 1(Exh. A), 8-1-2019, [Ord. No. 22-36, 12-01-2022](#))

**Sec. 109-4. Use regulations table.**

- (a) No building, structure, land, or water shall hereafter be used or occupied, except in conformity with the regulations herein specified for the district in which it is located.
- (b) Use table key.
  - (1) *Uses permitted by right (P).* A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable requirements of these regulations, including the compatibility determination and design regulation.
  - (2) *Uses permitted with limitations—Limited uses (L).* An "L" indicates a use that will be permitted subject to the use limitations in the "Standards" column.
  - (3) *Conditional use (C).* A "C" indicates a use that is allowed only where approved as a conditional use by the city commission in accordance with the procedures of section 102-30. Conditional uses are subject to all other applicable requirements of these regulations.
  - (4) *Uses not allowed.* A blank cell in the use table indicates that a use is not allowed in the respective district.

SPECIFIC USE	Residential						Commer cial and Industrial		Mixed Use				Other			Standards
	R R	<u>R</u> <u>R</u> <u>I</u>	S R	U R	M H		GC	GI	CB D	R T	MC R	M CI	P I	A G	CO N	
KEY: P = Permitted Use L = Permitted Subject to Limitations in Standards Column C = Conditional Use Blank = Not Permitted																
Agricultural																
Agricultural, general		P	<u>P</u> L	€	€	€	€	€	€	€	€	€		P	L,C	4, 16
Commercial poultry farm														C		
Commercial swine farm														C		
Residential																
Accessory Apt.		C	<u>C</u>	C	P				P	P	P			C		
Bed & Breakfast		C	<u>C</u>	C	C	C	P		P	P	P			C		
Boarding and Rooming House					C		P		C	C	P					
Group Home; 6 or fewer residents		P	<u>P</u>	P	P		C		P	P	P			P		
Group Home; 7 or more residents		C	<u>C</u>	C	C		C		C	P	P			C		

Home occupation		L	<u>L</u>	L	L	L	P		P	P	P			L		6; additional standards in Sec. 110-5.9
Live Work					C				P	P	P					
Mobile Home						P								C		
Multi-family				L	P		L		P	P	P					2, 7, 8 (as part of PUD)
Recreational vehicle park						P										
Single family detached		P	<u>P</u>	P	P	P				P	P			P		
Single family attached (duplex, row house, townhouse)				P	P					P	P					
Recreation Facilities																
Golf Course		L	<u>L</u>	L										L		8
Marina				C	C		P		C		C	C	P			
Parks: tot lot, passive, and picnic		P	<u>P</u>	P	P	P	P		P	P	P	P	P	P	L	3
Regional park; amphitheater			<u>C</u>	C	C		P		C	P	P		P	C		
Nature, ecology facilities		C	<u>P</u>	P	P	P	P						P	L	L	3
Sports Complex			<u>C</u>	C			P	P			P	P	P	C		
Shooting Range, indoor							P	P				P	P			
Shooting Range, outdoor		C	<u>C</u>	C				C				C	C	C		11
Commercial																
All commercial and office except as						L	P		P	C	P	P				1

specified below																	
Adult							L										12
Car sales, leasing and related services						P	P	C	C	C	C						
Car Wash, Automated						P	P			P	P						
Car Wash, full or self-service						P	P		C	C	C						
Convenience store w/gas station					L	P	P	P	C	P	P						1
Convenience store w/o gas					L	P	P	P	C	P	P						1
Commercial, neighborhood				L	L	L	P	P	P	C	P	P					1,5
Drive-thru sales or service							P	P	C	C	P	P					
Dry cleaning/laundry					L	P		P	C	P	P						1
Fast Lube/Oil Change							P	P			P	P					
Food and beverage store/incl. alcohol					L	P		P	C	P	P	L					1,9
Hotel							P		P	C	P	P					
Mobile Vendor							P	P	L, C		P	P					14
Outdoor Kennel							C	P			C	C		P			
Package store							P		P	C	P	P					
Parking, commercial							P		P	C	P	P	L				9
Pharmacy							P	C	P	C	P	P					
Restaurant, no drive-thru					L	P		P	C	P	P	L					1,9
Restaurant with drive-thru							P		C	C	P	P					
Retail sales and service					L	P	C	P	C	P	P	L					1,9

Self-service storage								P	P				P	P					
Vehicle parts and accessories (sales)								P	P	P	C	C	P						
Vehicle service, general								P	P	P	C	C	P						
Vehicle service, major									P				P						
Office																			
Professional services and general office						L		P	P	P	P	P	P						5,7
Industrial																			
All light industrial/research except as listed below									P	P			P	C					
Crematorium									C										
Heavy industrial									P										
Research lab w/o manufacturing								P	P	P	C	C	P						
Warehouse and freight movement									P				L						10
Wholesale trade									P				L						10
Community/Service Uses																			
Child daycare centers; nursery schools		C	<u>C</u>	C	P	L	P			P	P	P	P	P					1
Churches and accessory uses, including schools		C	<u>C</u>	C	C	L	P			P	P	P	P	P					1
College or University		C	<u>C</u>	C	C		P			P	C	P	P	P					
Elementary school		P	<u>P</u>	P	P	P	P	C	C	P	P	C	P						
Middle school		C	<u>C</u>	C	C	C	P	C	C	P	P	P	P						
High school		C	<u>C</u>	C	C	C	P	C			P	P	P	P					

Vocational school							P	P	C	C	P	P	P			
Government buildings		C	<u>C</u>	C	C	L	P	P	P	P	P	P	P	P		1
Hospitals							P				P	P	P			
Nursing home							P		P	P	P	P	P			
Public services/utilities		L, C	<u>L</u> <u>C</u>	L, C	L, C	L, C	L, C	L, C	L, C	L, C	L, C	L, C	P	C	C	13 - 2 ac in Res/5 Ac in Mixed & GI
Wireless Communication Antenna and/or Towers		C	<u>C</u>	C	C	C	C	P	C	C	C	C	P	C	C	
Wireless Communication Antenna and/or Towers Camouflaged		C	<u>C</u>	C	C	C	C	P	P	P	P	P	P	P	C	

*Standards.*

- (1) The "Limited" uses in MH are permitted as a use upon site plan approval and when they are integrated into the rental park specifically for the purpose of serving the residents of the park; and where the total site area for the facilities does not exceed two percent of the overall land area in the rental park.
- (2) In the general commercial district, the "Limited" residential uses are limited to the upper floors of buildings above ground-level commercial and office uses.
- (3) In the conservation land use district, outdoor recreation facilities are limited to interpretive and educational features and related facilities for nature study and enjoyment. All structures/facilities shall be of an unobtrusive nature to enable a compatible mixture of natural and manmade features, including but not limited to the following: boardwalks and nature/hiking trails; environmental/ecological education centers; and shelters/restrooms and other similar uses.
- (4) Agricultural uses are limited to silviculture and native range land only in the conservation land use category unless specified otherwise as part of a conditional use permit.
- (5) Neighborhood scale commercial uses may be permitted within these districts when limited in scale consistent with a residential structure on a lot when a development of 50 homes or greater is approved or as part of a planned unit development master plan on previously undeveloped property. These uses are not permitted in established and existing neighborhoods.
- (6) Home occupation which: a) is clearly incidental and subordinate to the use of the dwelling unit as a residence; b) is conducted only by members of the family residing in the dwelling unit and entirely within the principal structure; c) does not offer products for sale from the premises; d) does not alter or change the residential character or exterior appearance of the dwelling unit and no evidence of the use is visible or audible from the exterior of the residential property; e) does not generate traffic in excess of that customary at residences; and f) where no commercial vehicles or equipment associated with the business are kept on premises unless stored in an enclosed structure or screened from view from the street or adjacent properties unless otherwise permitted by these regulations.

- (7) Limited to the building type design standards of the applicable design district, chapter 110.
- (8) Allowed when the facility is in conjunction with a planned unit development.
- (9) Allow commercial as general accessory, complementary use with a marina and/or outdoor recreation facilities in PI.
- (10) The size and scale of the wholesale facility shall be compatible and consistent with the adjacent building typologies.
- (11) An outdoor shooting range is permitted as a conditional use only in suburban residential land use districts located within a rural design district.
- (12) Must be consistent with chapter 10 of the Code of Ordinances.
- (13) In SR, UR, MH: Public and utility services and facilities that are two acres or less in size are also permitted. In GC, CBD, RT, MCR, GI: Public and utility services and facilities that are five acres or less in size are also permitted.
- (14) In the CBD, the "Limited" mobile vendor use applies to mobile vendors in conjunction with city sponsored or city sanctioned events as approved by the city manager. Mobile vendors offering food service only (food trucks) proposing regular operation in the CBD may apply for a conditional use permit approval by city commission; provided the proposed operation is located on a developed site where the food truck use is managed by and/or operated dependently in association with an eating and/or drinking establishment located in an onsite building with restroom facilities. All mobile vendors are required to apply for and obtain a business tax receipt. Application requirements include letter of permission from the property owner, site plan layout showing driveway connection, and location that does not impede access to the site or required parking.
- (15) *Permitted accessory uses/structures.* Uses and/or structures that are customary and secondary to the primary use or structure permitted by the land use district and meet any additional requirements listed in section 110-5, for special accessory uses where applicable.
- (16) Agricultural uses may continue in the RRT land use prior to commercial or residential subdivision development of the property. Agricultural uses shall be allowed in subdivision developments where subject lots are greater than one-half acre in size or are the intended part of a PUD. Agriculture uses in RRT on property that is already within the City of Eustis, shall not be allowed where 75% or more of the subject property is surrounded by predominantly residential or other incompatible uses.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016; Ord. No. 19-12, § 1(Exh. A), 5-2-2019; Ord. No. 20-45, § 1, 11-19-2020, Ord. No. 22-36, 12-01-2022)

**Sec. 109-5. Design districts.**

Editor's note(s)—Provisions pertaining to design districts are set forth in the subsequent sections, sections 109-5.1—109-5.8, below.

**Sec. 109-5.1. Purpose and intent.**

The design districts function to establish a consistent method for regulating a variety of uses and building types through specific performance standards which are regulated through three distinct development patterns and four design districts as identified in figure 1.0 as they may be amended from time to time in accordance with chapter 102. These design districts apply to all land parcels within the city other than those with a conservation land use designation.

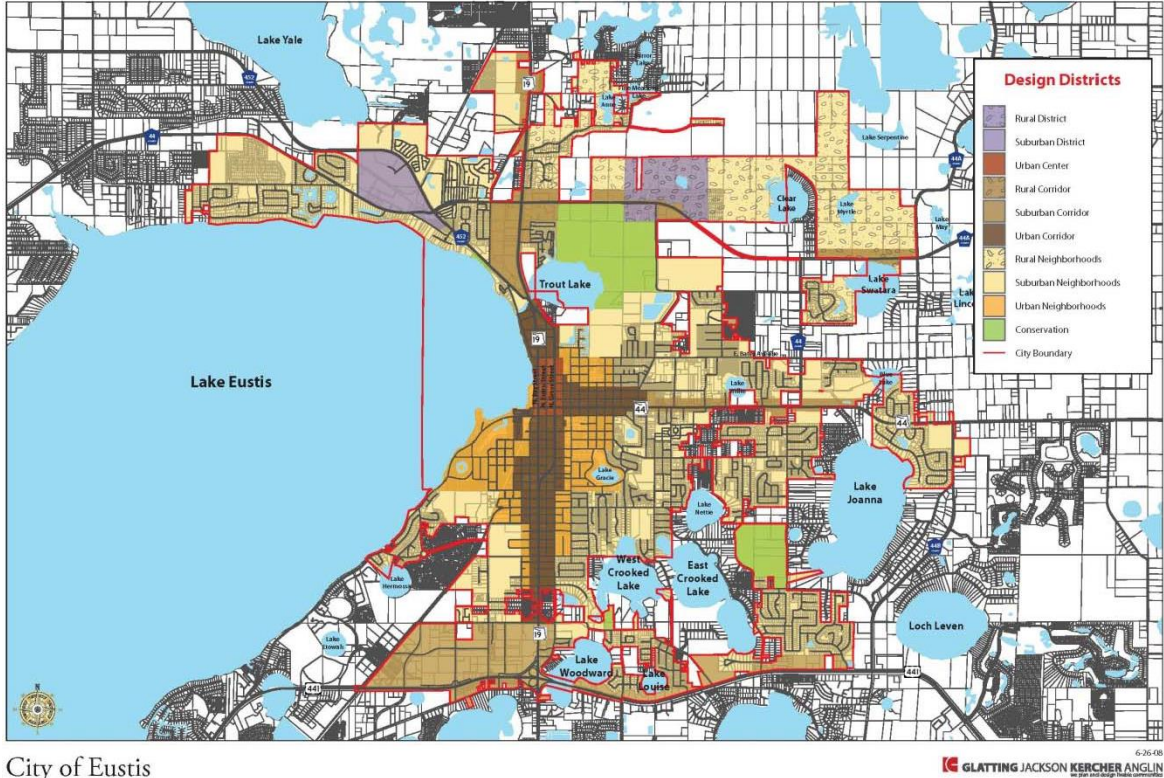


Figure 1.0 Design Districts by Development Pattern

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

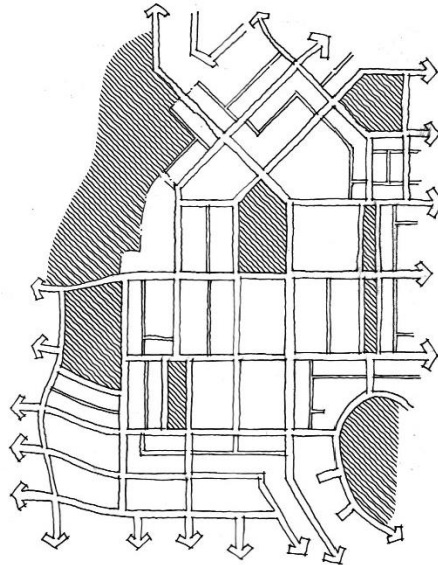
**Sec. 109-5.2. Districts enumerated.**

- (a) *Development pattern and design districts.* The development patterns will be classified as urban, suburban or rural. Within each development pattern there are four design districts. They are categorized as 1) Neighborhood (NHB), 2) District (DST), 3) Center (CTR) and 4) Corridor (COR). The following sections include a graphic to illustrate each development pattern, a brief description of the development pattern, definitions of each of four design districts as they relate to that particular development pattern, and development and design standards for each design district.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)



**Sec. 109-5.3. Urban development pattern intent statements.**



- (a) *Intent.* The urban development pattern relies primarily on a system of interconnected street grids that prioritizes pedestrians and transit features and links civic buildings, squares, parks and other neighborhood uses. Usable public open space organizes development to make a place. This pattern is characterized by a mix of building typologies with a defined center which can be a park, civic space or neighborhood commercial/retail feature.
- (b) *Form.* Usable public open space organizes development to make a place. Mix of unit types with focus on "center" park, civic or neighborhood commercial/retail feature.
- (c) *Design districts.*
- (1) *Urban neighborhood.*
    - a. *Definition.* Predominately residential uses with some neighborhood scale commercial services.
    - b. *Structure.* Interconnected streets and blocks with alleys
    - c. *Form.* Mix of unit types with focus on "center" park, civic or neighborhood commercial/retail feature
  - (2) *Urban district.*
    - a. *Definition.* Areas of a predominant single use, such as warehouses, office parks, and campuses.
    - b. *Structure.* All uses have public street access. Streets and alleys connect to other streets. Cul-de-sacs, T-turnarounds and gated or dead-end streets are not generally permitted.
    - c. *Form.* Usable public open space organizes development to make place.
  - (3) *Urban center.*
    - a. *Definition.* Mix of commercial, office, and multifamily uses with a public space or water body and a main street.
    - b. *Structure.* Development blocks organized with streets and alleys/driveways.
    - c. *Form.* Usable public open space organizes development to make place.
  - (4) *Urban corridor.*
    - a. *Definition.* Linear concentrations of typically commercial uses, predominately auto-oriented uses. The parcel size is primarily shallow in nature, compatible with the adjacent neighborhoods.

- b. *Structure.* Interconnected driveways or rear lanes, access ways
- c. *Form.* Predominately single-use areas that may include a mix of uses, retail, and residential.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

#### Sec. 109-5.4. Urban performance standards

The city has established four distinct design districts within the urban area: neighborhood, center, corridor and district. The following provisions apply to all urban districts. Specific standards by district are also included herein.

- (1) *Urban Building Lot Types.* The following building lot types are permitted within the city's urban area.

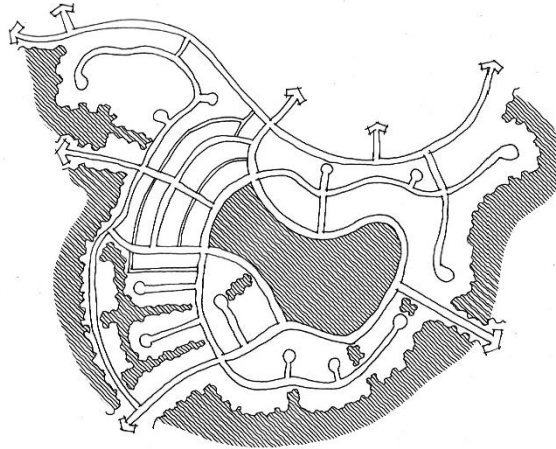
Building Lot Types	Urban			
	NHD	DST	COR	CTR
HOMESTEAD				
ESTATE	X			
HOUSE	X		X	X
COTTAGE	X(2)			X
DUPLEX	X		X	X
TOWNHOUSE	X		X	X
APARTMENT HOUSE	X		X	X
COURTYARD APARTMENT	X		X	X
APARTMENT BUILDING	X		X	X
LIVE/WORK BUILDING	X		X	X
MIXED-USE BUILDING	X(1)		X	X
MULTI-STORY COMMERCIAL BUILDING	X(1)		X	X
LARGE-FORMAT RETAIL BUILDING		X	X	X
COMMERCIAL BUILDING		X	X	X
PEDESTAL BUILDING				X
LINER BUILDING				X
INDUSTRIAL BUILDING		X		
CIVIC BUILDING	X	X	X	X
APARTMENT COMPLEX			X	
RETAIL COMPLEX		X	X	

(X) permitted, Blank cell- prohibited

- (1) The size shall be limited to neighborhood scale.
- (2) Up to four cottage building lot types when developed as one project, may apply for a waiver to permit an averaging of the side setback.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-5.5. Suburban development pattern intent statements.**



- (a) *Intent.* The suburban development pattern relies primarily on a pattern of residential development that provides the majority of property owners with substantial yards on their own property. The street layout, comprised of streets with fewer vehicular connections, helps to reduce cut-through traffic and establishes distinct boundaries for residential communities/subdivisions. Nonresidential uses are primarily located on corridors, districts and a mix of uses is prominent in centers. Each land use provides for pedestrian and bicycle connections.
- (b) *Design districts.*
- (1) *Suburban neighborhood.*
    - a. *Definition.* Predominately residential uses with some neighborhood scale commercial services.
    - b. *Structure.* Interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
    - c. *Form.* Mix of detached residential uses with some neighborhood supporting retail, parks and civic spaces as focal points in the neighborhoods.
  - (2) *Suburban district.*
    - a. *Definition.* Areas of a predominant single use, such as warehouses, office parks, and campuses.
    - b. *Structure.* The street system is designed to accommodate the density, intensity, and form of suburban development and provides functional connections that link neighborhoods to shopping areas.
    - c. *Form.* Predominately single use areas.
  - (3) *Suburban center.*
    - a. *Definition.* Mix of commercial, office, and potentially multifamily residential uses.
    - b. *Structure.* Development blocks organized with streets, pedestrian walkways and driveways.
    - c. *Form.* Mix of nonresidential uses from office to commercial with supportive uses adjacent to larger use types.
  - (4) *Suburban corridor.*
    - a. *Definition.* Linear concentrations of typically commercial uses, predominately auto-oriented uses. The parcel size ranges from large areas of depth to shallow in nature, compatible with the adjacent neighborhoods.
    - b. *Structure.* The street system is designed to accommodate the density, intensity, and form of suburban development and provides functional connections that link neighborhoods to shopping areas.

- c. *Form*: Predominately single-use areas that may include a mix of uses, retail, and residential.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-5.6. Suburban performance standards.**

The city has established four distinct design districts within the suburban area: neighborhood, center, corridor and district. The following provisions apply to all districts. Specific standards by district are also included herein.

- (1) *Suburban building lot types*. The following building lot types are permitted within the city's suburban area:

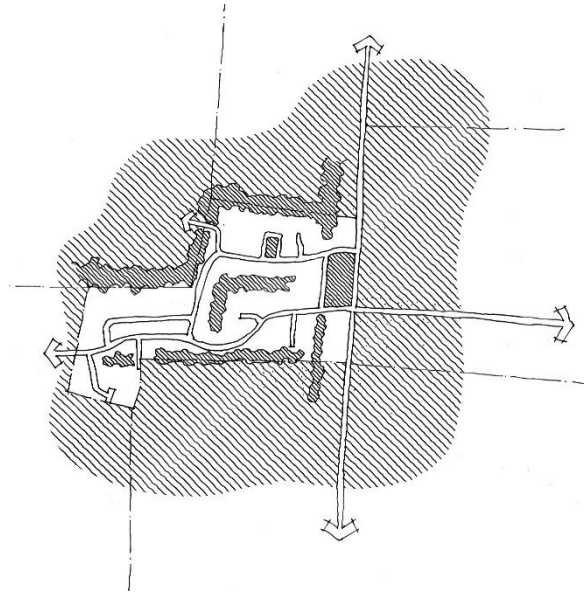
Building Lot Types	Suburban			
	NHD	DST	COR	CTR
HOMESTEAD				
ESTATE	X		X(3)	
HOUSE	X		X(3)	
COTTAGE			X(3)	
DUPLEX	X		X(3)	
TOWNHOUSE	X(2)		X	X
APARTMENT HOUSE	X(2)		X	X
COURTYARD APARTMENT	X(2)		X	X
APARTMENT BUILDING	X(2)		X	X
LIVE/WORK BUILDING			X	X
MIXED-USE BUILDING	X(1)		X	X
MULTI-STORY COMMERCIAL BUILDING	X(1)		X	X
LARGE-FORMAT RETAIL BUILDING		X	X	
COMMERCIAL BUILDING		X	X	
PEDESTAL BUILDING		X		
LINER BUILDING				
INDUSTRIAL BUILDING		X		
CIVIC BUILDING	X	X	X	X
APARTMENT COMPLEX			X	X
RETAIL COMPLEX		X	X	X
INDUSTRIAL COMPLEX		X		

(x) permitted, Blank cell - prohibited

- (1) The size shall be limited to neighborhood scale.
- (2) All apartment, town home building types are permitted only on parcels with an MCR land use designation or as a part of a mixed-use project that requires a minimum of 15 percent of the development acreage to be devoted to nonresidential support uses.
- (3) Permitted within a PUD.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

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



- (a) *Intent.* The rural development pattern relies primarily on a pattern of clustered residential development that provides substantive open space that serves to preserve and enhance the rural view shed and character of the community. Nonresidential uses are primarily located in centers and may contain a mix of uses.
- (b) *Design districts.*
- (1) *Rural neighborhood.*
    - a. *Definition.* Predominately residential uses where a portion of the land is designated as undivided, permanent open space of a site in an effort to preserve the existing natural resource areas while providing a significant amount of open space.
    - b. *Structure.* Developable land is subdivided into buildable lots. This development option provides an opportunity for communities to meet both their development and conservation goals by concentrating homes in a small portion of a site in an effort to preserve the existing natural resource areas on a larger scale.
    - c. *Form.* Preservation of natural landscape organizes development to make a place.
  - (2) *Rural district.*
    - a. *Definition.* Areas of a predominant single use, such as warehouses, office parks, and campuses.
    - b. *Structure.* Development is organized to help efficient use of land for a single use district.
    - c. *Form.* Predominately single-use areas.
  - (3) *Rural center.*
    - a. *Definition:* Mix of neighborhood scale commercial, office, and residential uses with a public space, preservation space or water body and a main street.
    - b. *Structure:* Development blocks organized with streets and alleys (where applicable)/driveways while preserving large areas of land for conservation, open space and/or preservation.
    - c. *Form:* Preservation of natural landscape organizes development to make a place. Mix of unit types with focus on "center" park, civic or neighborhood commercial/retail feature.

(4) *Rural corridor.*

- a. *Definition.* Linear concentrations of roadways that preserve scenic views and existing open vistas, and protect the integrity of the existing rural community character.
- b. *Structure.* Interconnected driveways, access-ways.
- c. *Form.* Predominately rural roadways with adjacent single use areas.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-5.8. Rural performance standards.**

The city has established four distinct design districts within the rural area: neighborhood, center, corridor and district. The following provisions apply to all districts. Specific standards by district are also included herein.

(1) *Rural building lot types* The following building lot types are permitted within the city's rural area.

Building Lot Types	RURAL			
	NHD	DST	COR	CTR
HOMESTEAD	X			
ESTATE	X			
HOUSE	X			X
COTTAGE				X
DUPLEX	X			X
TOWNHOUSE				X
APARTMENT HOUSE				X
COURTYARD APARTMENT				
APARTMENT BUILDING				
LIVE/WORK BUILDING				X
MIXED-USE BUILDING				X
MULTI-STORY COMMERCIAL BUILDING				X
LARGE-FORMAT RETAIL BUILDING				
COMMERCIAL BUILDING				
PEDESTAL BUILDING				
LINER BUILDING				
INDUSTRIAL BUILDING		X		
CIVIC BUILDING	X	X	X	X
APARTMENT COMPLEX				
RETAIL COMPLEX			X	
INDUSTRIAL COMPLEX		X	X	

(X) permitted, Blank cell- prohibited

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

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## Chapter 110 DEVELOPMENT STANDARDS<sup>2</sup>

### Sec. 110-1. Development regulations.

Editor's note(s)—Provisions pertaining to development regulations are set forth in the subsequent section, § 110-1.1, below.

#### Sec. 110-1.1. Application of district regulations.

The regulations within each district shall be minimum or maximum limitations, as the case may be, and shall apply consistently and uniformly to each class or kind of structure based upon the compatibility requirements provided herein, to each use, and to all land or water other than those properties with a conservation land use designation. The following general regulations shall apply, except where expressly modified elsewhere in these regulations.

- (a) *Land use district affects use or occupancy.* No building, structure, land, or water shall hereafter be used or occupied, and no building, structure, or part thereof shall hereafter be erected, constructed, reconstructed, located, moved, or structurally altered except in conformity with the regulations herein specified for the district in which it is located.
- (b) *Land use district affects height, population density, coverage, and open spaces.* No building or structure shall hereafter be erected or altered in any manner contrary to the provisions of these regulations, including, but not limited to:
  - (1) Exceeding height, bulk, or floor area;
  - (2) Providing a greater number of dwelling units; or
  - (3) Occupying a greater percentage of lot area.
- (c) The design districts function to establish a consistent method for regulating the form of a variety of uses and building types through specific performance standards that are provided in chapter 110 and are regulated through three distinct development patterns and four design districts as identified in figure 1.0 in section 109-5.
- (d) *Design district affects building frontage, yards, and lot size.* No building or structure shall hereafter be erected or altered in any manner contrary to the provisions of these regulations, including, but not limited to:
  - (1) Providing less building frontage,
  - (2) Providing narrower or smaller yards (or in some cases larger yards), courts, or other buffers; or
  - (3) Providing less separation between buildings or structures or portions of buildings or structures.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

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<sup>2</sup>Editor's note(s)—Ord. No. 16-31, § 1.e.(Exh. A), adopted Dec. 15, 2016, repealed the former subpt. B, land development regulations, ch. 110, and enacted a new chapter as set out herein. The provisions of former ch. 110 pertained to design district standards and derived primarily from Ord. No. 15-13, § 1(Exh. F), adopted Oct. 1, 2015. See the Code Comparative Table for additional historical derivations.

Cross reference(s)—Concurrency, ch. 106; land use and design districts, ch. 109; general building and site standards, ch. 115; construction standards, ch. 118; resource protection, ch. 121.

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**Sec. 110-2. Measurement of standards.**
(a) *Density.*

- (1) The number of residential dwelling units permitted per net buildable acre of land.
- (2) In the determination of the number of residential dwelling units to be permitted on a specific parcel of land, a fractional unit shall not entitle the applicant to an additional unit.

(b) *Height.*

- (1) Height of building is the vertical distance above finished grade to the highest point of a flat roof, to the deck line of a mansard roof, or to the average height of a roof having a pitch.
- (2) The height of a stepped or terraced building is the maximum height of any segment of the building.
- (3) In floodprone areas where minimum floor elevations have been established by law, which exceed the minimum point of measurement established by this section, the building height shall be measured from such required minimum floor elevations.
- (4) Height limitations do not apply to the following: appurtenances/structures, and other similar structures as determined by the development services director:
  - a. Flagpoles; antennas and transmission towers in conformance with these regulations; water tanks or fire towers; heating, ventilation or air conditioning equipment, elevator shafts, chimneys and unenclosed roof-top stairways/ladders (when and specifically as required by the building code) on buildings with four or more stories; or
  - b. Feed storage structures.
  - c. Roof ornaments including spires, belfries, steeples, minarets, clock towers, or cupolas, or any other ornaments or appurtenances that are placed at or rising above the roof level may be made a part of residential or nonresidential structures.
    1. In all residential districts, roof ornaments may be affixed to residential structures, and rooftops may be used for accessory uses such as swimming pools, spas, cooking facilities, playing courts, wet bars, railings, tables, chairs, umbrellas, tents and similar uses, provided no portion of any roof ornament or accessory use exceeds the maximum height limit for the applicable land use district.
    2. Roof ornaments associated with nonresidential structures in all land use districts shall be subject to the following:
      - i. No horizontal plane of the roof ornament shall exceed five percent of the total floor area of the building to which it is attached, nor shall the horizontal planes of all roof ornaments associated with the building exceed five percent of the total floor area of the building.
      - ii. The height of a roof ornament may extend beyond the maximum height allowed in the district, but the amount of such extension shall not exceed 20 percent of the maximum height for the land use district in which the property is located. A cupola or other ornament may be placed atop a roof ornament, but in such case the roof ornament shall be considered a single ornament for purposes of this section.

(c) *Lot area.* Minimum lot areas shall be exclusive of public rights-of-way or private streets and all lands seaward of the mean high water line.

(d) *Lot width.* Width of a lot shall be considered to be the average distance between straight lines connecting front and rear lot lines at each side of the lot, measured as straight lines between the foremost points of the side lot lines in front (where they intersect with the street line) and the rear-most points of the side lot lines in the rear. The width between the side lot lines at their foremost points in the front shall not be less than 80 percent of the



required lot width except in the case of lots on the turning circle of a cul-de-sac, where the width shall not be less than 60 percent of the required lot width or 60 feet, whichever is smaller.

- (e) *Site area.* The minimum area required for a particular type of development. The site may then be divided into smaller lots.
- (f) *Yards.*
- (1) *In general.* Every part of every required yard shall be open and unobstructed from 30 inches above the general ground level of the graded lot upward to the sky except as hereinafter provided or as otherwise permitted in these land use regulations.
  - (2) *Types of yards and areas.*
    - a. There are four types of yards: street, common lot, rear/alley, and lakefront. The building type standards regulate the street, common lot, and rear/alley yard areas as a part of the building envelope. Lakefront setbacks are included in section 121-9.
    - b. Corner lots and through lots shall be considered to have two street yards and two common lot yards. However, where a deed restriction is recorded prohibiting vehicular access along the entire frontage of one of the two street frontages for a through lot, that street frontage shall not be considered a street yard.
- (g) *Measurement of yards.*
- (1) Depth of a required street yard shall be measured at right angles to a straight line joining the foremost points of the side lot lines. The foremost point of the side lot lines, in the case of rounded property corners at street intersections and cul-de-sac lots, shall be assumed to be the point at which the side and front lot lines would have met without such rounding. However, for cul-de-sac lots in residential districts, no required street yard shall be less than ten feet in depth.
  - (2) Width of a required street yard shall be measured in such a manner that the yard established is a strip of the minimum width required by district regulations with its inner edge parallel with the side lot line.
  - (3) Depth of a required rear or alley yard shall be measured in such a manner that the yard established is a strip of the minimum width required by district regulations with its inner edge parallel with the rear lot line.
- (h) *Exemptions.*
- (1) In all districts, roof overhangs and chimneys may project into a required yard not more than three feet where the required yard is eight feet or more in width. Roof overhangs may project into a required yard not more than two feet where the required yard is less than eight feet in width. In those districts where side yards are permitted to be less than five feet, roof overhang projections are prohibited.
  - (2) Fire escapes, stairways and balconies, whether unroofed, open and unenclosed, or enclosed, shall not intrude into required yards.
  - (3) Except as provided for below, fences, drives, privacy walls, parking lots and vegetation are permitted in required yards, provided such structures or vegetation do not block visibility at intersections or at vehicular access points to roadways.
  - (4) Air-conditioning, mechanical, electrical and plumbing equipment located at above ground level or elevated due to FEMA elevation requirements is exempt from common lot and rear/alley yard setback requirements. In no case shall such equipment be located closer than three feet from the property line or in any easement.
  - (5) Satellite dishes, in excess of one meter in diameter shall not be located on any residential building type lot between the main residential structure and street frontages.
  - (6) The building lot typologies specify the setbacks permitted within each building lot type and provide a minimum and maximum range. Approved lot splits prior to July 3, 2008, that have a reduced lot size, or depth shall be permitted to utilize the building lot types permitted within the perspective design district. Infill development shall rely on the established street yard setback for the street the building shall be constructed on. If the building setbacks vary, setback averaging shall occur. Calculation of the setback will be

the measurement of existing setbacks per building on the block in which the new building shall be located. The setback may vary no more than 5' on any side, front or rear.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

### **Sec. 110-3. Development pattern and design districts.**

The development patterns are classified as urban, suburban or rural. Within each development pattern there are four design districts. They are categorized as 1) Neighborhood (NHB), 2) District (DST), 3) Center (CTR) and 4) Corridor (COR). These development patterns and district combinations are defined and described with graphic illustrations in chapter 109. The design development standards for each pattern and district are provided herein.

- (a) *Building lot types.* There are eighteen building lot types and three complex lot types.
- (1) **HOMESTEAD:** a building lot located and designed to accommodate a detached building with large common lot yards, rear yards and street yards for a rural area.
  - (2) **ESTATE:** a building lot located and designed to accommodate a detached building with large common lot yards, rear yards and street yards.
  - (3) **HOUSE:** A building lot located and designed to accommodate a detached building with small common lot yards and a large street yard.
  - (4) **COTTAGE:** A building lot located and designed to accommodate a small detached building with small common lot and street yards.
  - (5) **DUPLEX:** A building lot located and designed to accommodate a building with small common lot yards and a large street yard and containing two attached dwellings.
  - (6) **TOWNHOUSE:** A building lot located and designed to accommodate a building with common walls on both side building lot lines and a private garden to the rear.
  - (7) **APARTMENT HOUSE:** A building lot located and designed to accommodate a detached building which resembles a large house but which contains multiple dwellings above and beside each other.
  - (8) **COURTYARD APARTMENT:** A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to the street.
  - (9) **APARTMENT BUILDING:** A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk.
  - (10) **LIVE-WORK BUILDING:** A building lot located and designed to accommodate an attached or detached building with residential uses, commercial uses, or a combination of the two within individually occupied live-work units, all of which may occupy any story of the building.
  - (11) **MIXED-USE BUILDING LOT:** A building lot located and designed to accommodate a multi-story building with multiple dwellings in upper stories and various commercial uses in any stories.
  - (12) **MULTI-STORY COMMERCIAL BUILDING:** A building lot located and designed to accommodate a multi-story building with commercial and office uses in any story.
  - (13) **LARGE-FORMAT RETAIL BUILDING:** A building lot located and designed to accommodate a large footprint building with one or more uses.
  - (14) **COMMERCIAL BUILDING:** A building lot located and designed to accommodate single use office and retail that are predominately located on corridors as part of a retail complex.
  - (15) **PEDESTAL BUILDING:** A building lot located and designed to accommodate the tallest permissible building whose primary facade must be stepped back to reduce its apparent bulk when viewed from the sidewalk.

- (16) **LINER BUILDING:** A building lot located and designed to accommodate a large footprint building such as a parking garage, cinema, supermarket, etc., which is surrounded by a liner building which conceals large expanses of blank walls and faces the street with ample windows and doors opening onto the sidewalk.
- (17) **INDUSTRIAL BUILDING:** A building lot located and designed to accommodate industrial uses.
- (18) **CIVIC:** A building lot located and designed to accommodate a building containing public or civic uses such as community services, day care, education, government, places of worship, or social services.
- (19) **APARTMENT COMPLEX:** A complex is located and designed for development over five acres in size and accommodates one or more multifamily building lot types.
- (20) **RETAIL COMPLEX:** A complex is located and designed for development over five acres in size and accommodates commercial buildings, large format retail building lot type, mixed use building lot types, and multi-story commercial building lot types. A block structure will be required for this type of development and is outlined in section 115-7.1(a).
- (21) **INDUSTRIAL COMPLEX:** A complex is located and designed for development over five acres in size and accommodates multiple industrial building types in one complex.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

#### Sec. 110-4. Building lot types.

The following pages illustrate the permitted building lot types within the city. The use of lot types does not require the parcel to be a platted lot. Each building lot type has an illustrative example of the building type and a table that reflects minimum and maximum ranges permitted by building lot type. Each area type, rural, suburban and urban customizes the permitted ranges and shall be referenced in the relevant sections. Refer to sections 110-3.1, 3.2 and 3.3 for the permitted building lot types by area type.

There are several categories of regulation in the table which are described as follows.

- (a) *Lot requirements.* Provisions for minimum and maximums of lot depth, width, and lot size.
- (b) *Building envelope standards.* Provide setback requirements for: street, common lot and rear or alley setbacks. The following illustration identifies the types of setbacks included in the building lot types

The following illustrations show examples of how the frontage building requirements may apply.



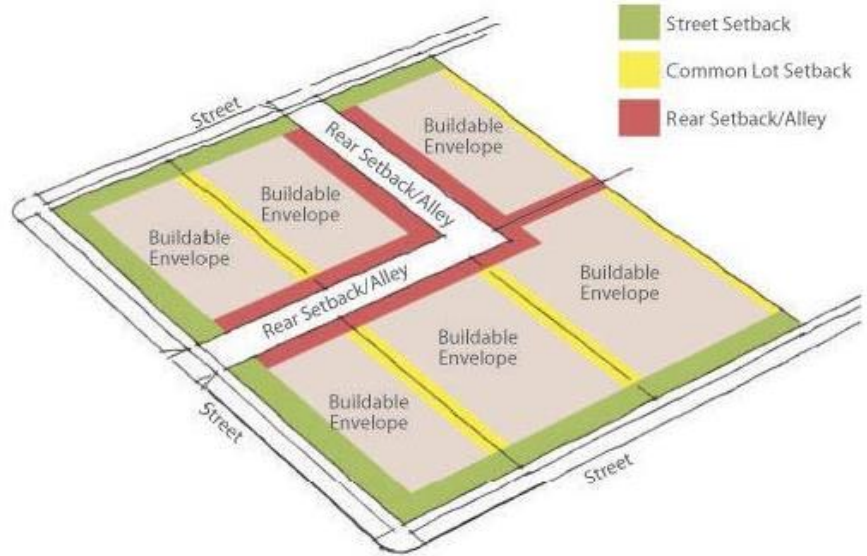
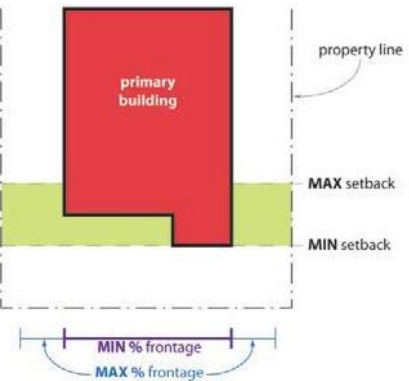
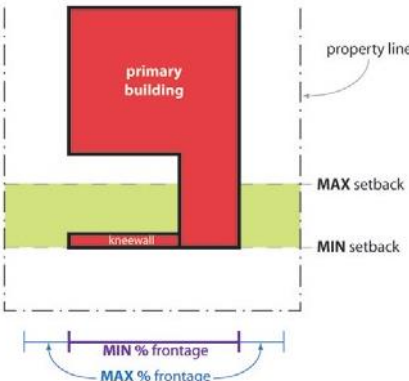


Illustration provides the foundation for how the frontage building is applied. There is a minimum and maximum setback as determined by the lot type. The maximum and minimum frontage is shown adjacent to the property line.

	<p>The primary building in this illustration is placed on the maximum setback and meets the maximum frontage requirements.</p>
	<p>The primary building is within the min/max setbacks, and is meeting the minimum setback. This provides flexibility to the design of the building.</p>

 <p>The diagram shows a red primary building on a lot. A dashed line represents the property line. A green shaded area at the front of the lot is divided into two sections: a larger one labeled 'MAX setback' and a smaller one labeled 'MIN setback'. The building is positioned such that its front edge is within the 'MIN setback' zone. Below the lot, two horizontal dimension lines indicate 'MIN % frontage' (the width of the MIN setback) and 'MAX % frontage' (the width of the MAX setback).</p>	<p>The primary building is within the min/max setbacks, and is meeting the minimum setback. This provides flexibility to the design of the building.</p>
 <p>The diagram shows a red primary building on a lot, similar to the one above. It features a 'kneewall' at the front edge, which is a lower section of the building. The green shaded area at the front of the lot is divided into 'MAX setback' and 'MIN setback' zones. The building's front edge is within the 'MIN setback' zone. Below the lot, two horizontal dimension lines indicate 'MIN % frontage' and 'MAX % frontage'.</p>	<p>A kneewall may be utilized to meet the frontage requirements as detailed in chapter 115.</p>

- (c) *Accessory building envelope.* (ACC BLDG), provisions for accessory building structures only, additional accessory uses are outlined in chapter 110.
- (d) *Building height.* Provisions for permitted heights in stories (st). Each building lot typology provides the range of height appropriate for the building type. The underlying land use determines the height that is permitted and shall be the determining factor in establishing the maximum height as outlined in chapter 110.
- (e) *Private frontages.* Provisions for a variety of different street/public frontage types that are permitted by building lot type. The private frontage is the area between a building façade and the lot line. Frontage types may be counted as part of the building frontage requirements.

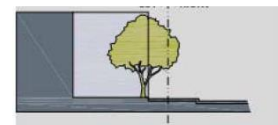
*Common lawn:* A landscaped front yard that is unfenced and visually continuous with adjacent front yards, supporting a common landscape. The deep setback provides a buffer from the higher speed thoroughfares.

**Common lawn**



*Porch and fence.* A landscaped front yard in which the façade includes an attached front porch. A fence at the street right-of-way line maintains the spatial definition of the street. Porches shall be no less than eight feet deep.

**Porch & fence**



*Forecourt.* A frontage in which a portion of the façade is close to the street right-of-way line and the remainder is set back. The resulting forecourt is suitable for vehicular drop-offs. This type should be allocated in conjunction with other types of front yards. Large trees within the forecourts may overhang the sidewalks.

**Forecourt**



*Stoop.* A frontage in which the façade is placed close to the street right-of-way line. The first story is elevated above the sidewalk to secure privacy for the windows. The entrance is accessed by an exterior stair and landing. This type is recommended for ground-floor residential uses.

**Stoop**



*Shopfront and awning.* A frontage in which the façade is aligned close to the street right-of-way line with the building entrance as the sidewalk. This type is typical for retail use. It has a substantial amount of glazing on the sidewalk level and an awning that should overhang the sidewalk by at least five feet.

**Shopfront & awning**



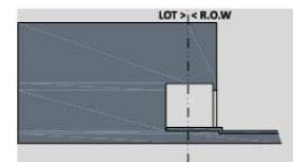
*Gallery.* A frontage wherein the façade extends beyond the property line with an attached cantilevered shed or a lightweight colonnade overlapping the sidewalk. This type is conventional for retail use. The gallery shall be no less than ten feet wide and should overlap the sidewalk to within two feet of the curb.

**Gallery**



*Arcade.* A colonnade supporting habitable space that overlaps the sidewalk, while the façade at sidewalk level remains at or behind the front setback line. This type is conventional for retail use. The arcade shall be no less than 12 feet wide and should overlap the sidewalk to within two feet of the curb.

**Arcade**



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-4.0. Homestead lot.**

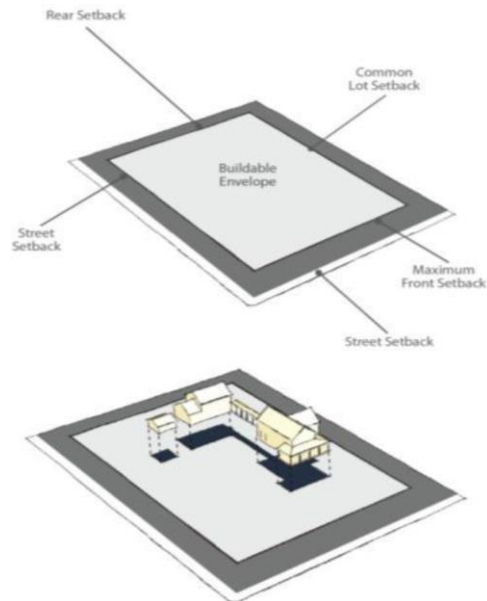
A building lot located and designed to accommodate a detached building with large common lot yards, rear yards and street yards for a rural area.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	200	—
Lot Depth (ft)	200	—
Lot Size (sf)	40,000	—
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	25	—
Common Lot Setback (ft)	25	—
Rear Setback (ft)	25	N/A
Frontage Buildout (%)	—	—

ACC BLDG ENVELOPE *	MIN	MAX
Street Setback (ft)	25	—
Common Lot Setback (ft)	5	—
Rear Setback (ft)	5	—
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	1	3
Accessory Building(s) (st)	1	2
PARKING PROVISIONS		
Location	Zone 1, 2, 3, and 4	
PRIVATE FRONTAGES		
Common Lawn	X	
Porch and Fence	X	
Forecourt		
Stoop		
Shopfront and Awning		
Gallery		
Arcade		

X - Permitted , \* - [See Sec 110-5.17 for Agricultural / Livestock Structures](#)

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(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

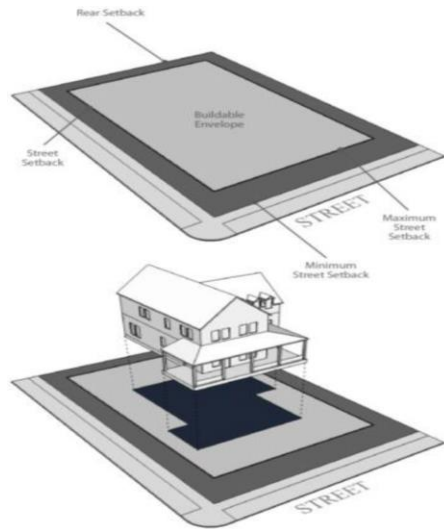
**Sec. 110-4.1. Estate lot.**

A building lot located and designed to accommodate a detached building with large common lot yards, rear yards and street yards. Existing estate sized lots in urban design districts shall follow urban house lot standards.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	70	200
Lot Depth (ft)	120	660
Lot Size (sf)	8,400	132,000
BUILDING ENVELOPE	MIN	MAX

Street Setback (ft)	25	—
Common Lot Setback (ft)	10	—
Rear Setback (ft)	15	—
Frontage Buildout %	—	—
<b>ACC BLDG ENVELOPE *</b>	<b>MIN</b>	<b>MAX</b>
Street Setback (ft)	25' min.	
Common Lot Setback (ft)	5	—
Rear Setback (ft)	5	—
<b>BUILDING HEIGHT</b>	<b>MIN</b>	<b>MAX</b>
Principal Building (st)	1	2
Accessory Building(s) (st)	1	2
<b>PARKING PROVISIONS</b>		
Location	Zone 1, 2, 3, 4 for single family; zones 2 & 3 for other functions	
<b>PRIVATE FRONTAGES</b>		
Common Lawn	X	
Porch and Fence	X	
Forecourt		
Stoop		
Shopfront and Awning		
Gallery		
Arcade		

X - Permitted, \* - See Sec 110-5.17 for Agricultural / Livestock Structures  
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(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

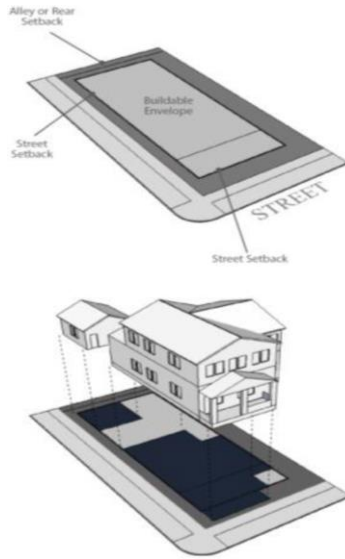
**Sec. 110-4.2. House lot.**

A building lot located and designed to accommodate a detached building with small common lot yards and a large street yard.



	URBAN (U)	SUBURBAN (S) & RURAL (R)	U, S, R
<b>LOT REQUIREMENTS</b>	MIN	MIN	MAX
Lot Width (ft)	40	55	70
Lot Depth (ft)	100	120	140
Lot Size (sf)	4,000	6,600	9,800
<b>BUILDING ENVELOPE</b>	MIN	MIN	MAX
Street Setback (ft)	10*	25	25 Urban only
Common Lot Setback (ft)	5	5	—
Alley or Rear Setback (ft)	5	10	—
Frontage Buildout %	70	—	—
<b>ACC BLDG ENVELOPE *</b>	MIN	MIN	MAX
Street Setback (ft)	10' behind bldg frontage		—
Common Lot Setback (ft)	5	5	—
Rear Setback (ft)	5	5	—
<b>BUILDING HEIGHT</b>	MIN	MIN	MAX
Principal Building (st)	1	1	3
Accessory Building(s) (st)	1	1	2
<b>PARKING PROVISIONS</b>			
Location	Zone 1, 2, 3, 4 for single family; zones 2 & 3 for other functions		
<b>PRIVATE FRONTAGES</b>			
Common Lawn	X		
Porch and Fence	X		
Forecourt			
Stoop			
Shopfront and Awning			
Gallery			
Arcade			

\* Garages in urban districts shall maintain an 18-foot street setback, \* - [See Sec 110-5.17 for Agricultural / Livestock Structures](#)  
 X - Permitted  
 Blank cell - prohibited



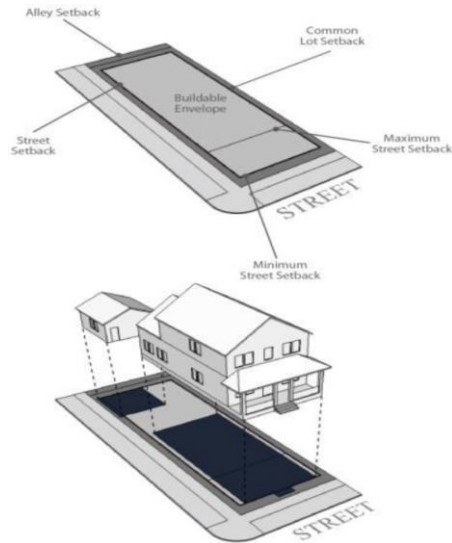
(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-4.3. Cottage lot.**

A building lot located and designed to accommodate a small detached building with small common lot and street yards.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	24	40
Lot Depth (ft)	100	120
Lot Size (sf)	2,400	4,800
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	5*	25
Common Lot Setback (ft)	5	—
Alley Setback (ft)	10	—
Frontage Buildout %	70	—
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	10' behind bldg frontage	
Common Lot Setback (ft)	5	—
Rear Setback (ft)	5	—
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	1	2
Accessory Building(s) (st)	1	2
PARKING PROVISIONS		
Location	Zones 2 and 3	
PRIVATE FRONTAGES		
Common Lawn	X	
Porch and Fence	X	
Forecourt		
Stoop		
Shopfront and Awning		
Gallery		
Arcade		

- \* Garages in urban districts shall maintain an 18-foot street setback.
  - X - Permitted
  - Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

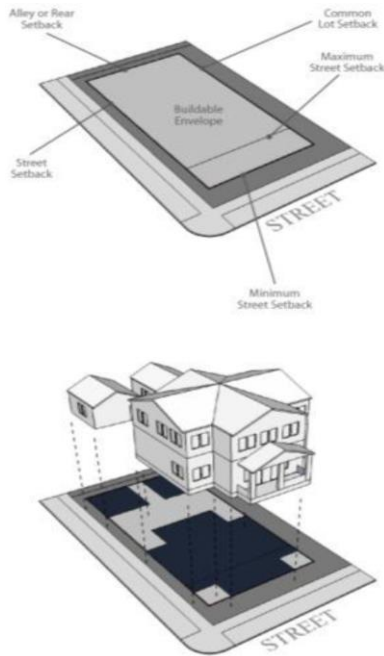
**Sec. 110-4.4. Duplex lot.**

A building lot located and designed to accommodate a building with small common lots and containing two dwellings.

	URBAN (U)	SUBURBAN (S) & RURAL (R)	U, S, R
<b>LOT REQUIREMENTS</b>	<b>MIN</b>	<b>MIN</b>	<b>MAX</b>
Lot Width (ft)	60	90	200
Lot Depth (ft)	100	120	660
Lot Size (sf)	3,500	10,800	132,000
<b>BUILDING ENVELOPE</b>	<b>MIN</b>	<b>MIN</b>	<b>MAX</b>
Street Setback (ft)	10*	25	25 (urban)
Common Lot Setback (ft)	5	5	—
Alley or Rear Yard Setback (ft)	10	10	—
Frontage Buildout %	70	—	—
<b>ACC BLDG ENVELOPE</b>	<b>MIN</b>	<b>MIN</b>	<b>MAX</b>
Street Setback (ft)	10' behind bldg frontage		—
Common Lot Setback (ft)	5	5	—
Rear Setback (ft)	5	5	—
<b>BUILDING HEIGHT</b>	<b>MIN</b>	<b>MIN</b>	<b>MAX</b>

Principal Building (st)	1	1	2
Accessory Building(s) (st)	1	1	2
<b>PARKING PROVISIONS</b>			
Location	Zone 1, 2, 3, 4		
<b>PRIVATE FRONTAGES</b>			
Common Lawn	X		
Porch and Fence	X		
Forecourt			
Stoop			
Shopfront and Awning			
Gallery			
Arcade			

\* Garages in urban districts shall maintain an 18-foot street setback.  
 X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

**Sec. 110-4.5. Townhouse lot.**

A building lot located and designed to accommodate a building with common walls on both side building lot lines and a private garden to the rear.

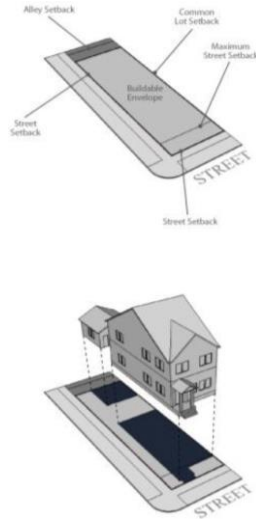
	URBAN (U)	SUBURBAN (S) & RURAL (R)	U, S, R
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LOT REQUIREMENTS	MIN	MIN	MAX
Lot Width (ft)	16	22	32
Lot Depth (ft)	80	80	120
Lot Size (sf)	1,280	1,760	3,840
BUILDING ENVELOPE	MIN	MIN	MAX
Street Setback (ft)	0*		10 Urban 20 Suburban/ Rural
Common Lot Setback (ft)	0	0	—
Alley Setback (ft)	15	15	—
Frontage Buildout %	70	—	—
Length Permitted of Grouped Townhomes	—	—	120' for S & R
ACC BLDG ENVELOPE	MIN	MIN	MAX
Street Setback (ft)	10' behind bldg frontage		
Common Lot Setback (ft)	5	5	—
Rear Setback (ft)	5	5	—
BUILDING HEIGHT	MIN	MIN	MAX
Principal Building (st)	1	1	3
Accessory Building(s) (st)	1	1	2
PARKING PROVISIONS			
Location	Zone 3		
PRIVATE FRONTAGES			
Common Lawn	X		
Porch and Fence	X		
Forecourt			
Stoop			
Shopfront and Awning			
Gallery			
Arcade			

\* Garages in all districts shall maintain a minimum 18-foot street setback.

X - Permitted

Blank cell - prohibited



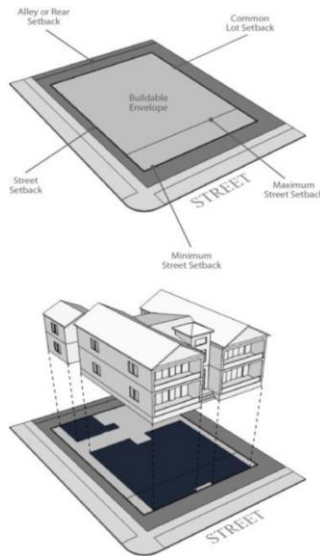
(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09, § 1, 6-17-2021)

**Sec. 110-4.6. Apartment house lot.**

A building lot located and designed to accommodate a detached building which resembles a large house but which contains multiple dwellings above and beside each other.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	48	120
Lot Depth (ft)	100	150
Lot Size (sf)	4,800	18,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	10	25
Common Lot Setback (ft)	5	—
Alley or Rear Setback (ft)	15	—
Frontage Buildout %	70	90
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	10' behind bldg frontage	
Common Lot Setback (ft)	5	
Rear Setback (ft)	5	
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	2	3
Accessory Building(s) (st)	1	2
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES		
Common Lawn	X	
Porch and Fence	X	
Forecourt		
Stoop		
Shopfront and Awning		
Gallery		
Arcade		

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

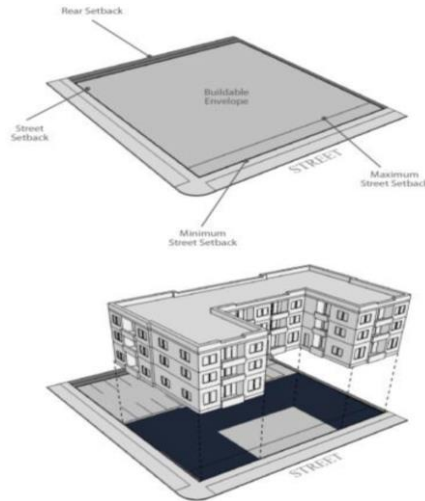
**Sec. 110-4.7. Courtyard apartment lot.**

A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to the street.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	125	300
Lot Depth (ft)	80	300
Lot Size (sf)	10,000	90,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	25
Common Lot Setback (ft)	6	—
Rear Setback (ft)	10	—
Frontage Buildout %	50	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 5'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	2	4
Accessory Building(s) (st)	1	
PARKING PROVISIONS		
Location	Zone 2, 3	
PRIVATE FRONTAGES		
Common Lawn		
Porch and Fence		
Forecourt	X	
Stoop	X	

Shopfront and Awning	
Gallery	
Arcade	

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-4.8. Apartment building lot.**

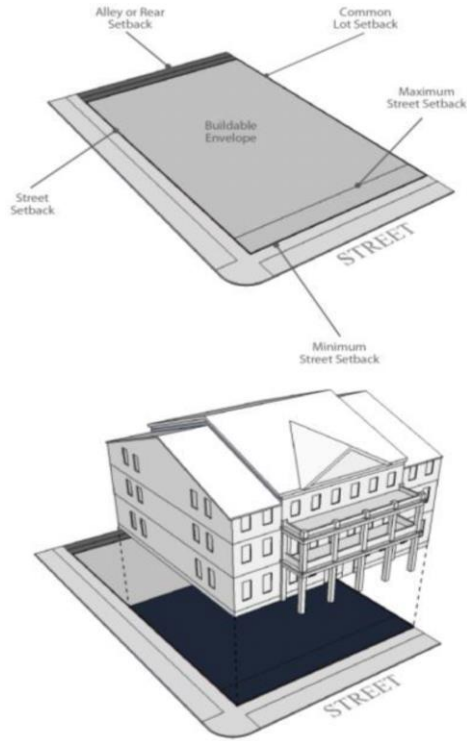
A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	40	300
Lot Depth (ft)	100	300
Lot Size (sf)	4,000	90,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	10
Common Lot Setback (ft)	5	—
Rear Setback (ft)	15	—
Frontage Buildout %	80	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 5'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	2	4
Accessory Building(s) (st)	1	
PARKING PROVISIONS		
Location	Zone 2, 3	
PRIVATE FRONTAGES		
Common Lawn		



Porch and Fence	
Forecourt	X
Stoop	X
Shopfront and Awning	
Gallery	
Arcade	

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

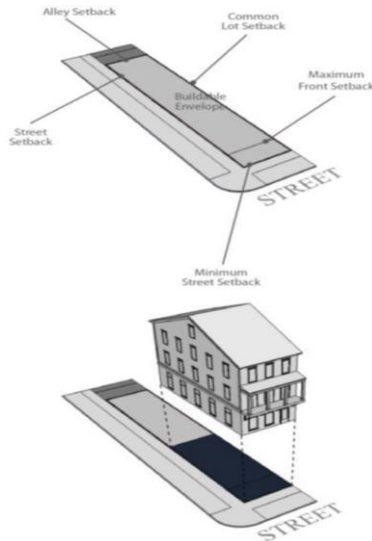
**Sec. 110-4.9. Live/work building lot.**

A building lot located and designed to accommodate an attached or detached building with residential uses, commercial uses, or a combination of the two within individually occupied live-work units, all of which may occupy any story of the building.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	16	60
Lot Depth (ft)	80	120
Lot Size (sf)	1,280	7,200
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	10
Common Lot Setback (ft)	0	—
Rear Setback (ft)	15	—
Frontage Buildout %	70	100
ACC BLDG ENVELOPE	MIN	MAX

Street Setback (ft)	Not Permitted in street yard	
Common Lot Setback (ft)	5	
Rear Setback (ft)	5	
<b>BUILDING HEIGHT</b>	<b>MIN</b>	<b>MAX</b>
Principal Building (st)	2	4
Accessory Building(s) (st)	1	2
<b>PARKING PROVISIONS</b>		
Location	Zone 2, 3	
<b>PRIVATE FRONTAGES</b>		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning	X	
Gallery		
Arcade		

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

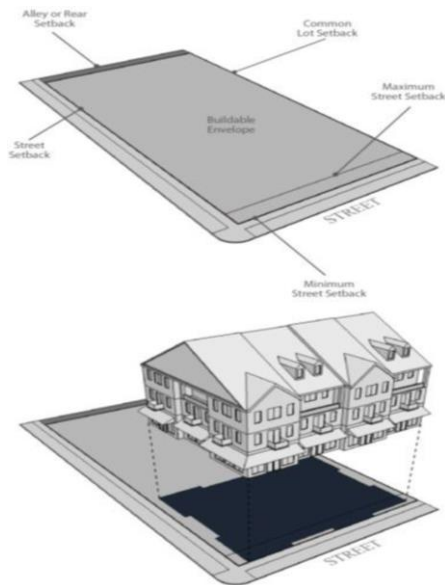
**Sec. 110-4.10. Mixed-use building lot.**

A building lot located and designed to accommodate a multi-story building with multiple dwellings in upper stories and various commercial uses in any stories.

<b>LOT REQUIREMENTS</b>	<b>MIN</b>	<b>MAX</b>
Lot Width (ft)	16	
Lot Depth (ft)	—	
Lot Size (sf)	—	150,000
<b>BUILDING ENVELOPE</b>	<b>MIN</b>	<b>MAX</b>
Street Setback (ft)	0	10

Common Lot Setback (ft)	0	—
Rear Setback (ft)	10	—
Frontage Buildout %	90	100
<b>ACC BLDG ENVELOPE</b>	<b>MIN</b>	<b>MAX</b>
Street Setback (ft)	Permitted in rear yard only; setback 5'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
<b>BUILDING HEIGHT</b>	<b>MIN</b>	<b>MAX</b>
Principal Building (st)	2	6
Accessory Building(s) (st)	1	
<b>PARKING PROVISIONS</b>		
Location	Zone 2, 3	
<b>PRIVATE FRONTAGES</b>		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning	X	
Gallery	X	
Arcade	X	

X - Permitted  
Blank cell - prohibited



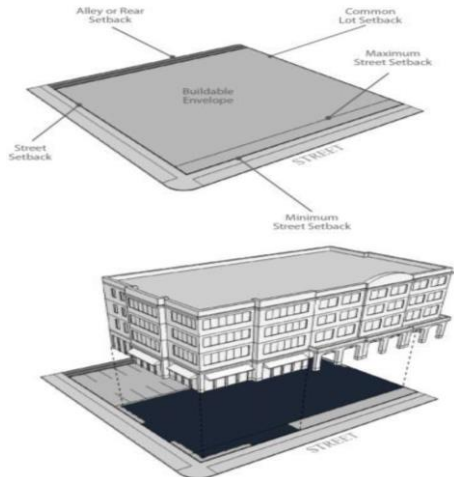
(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-4.11. Multi-story commercial building lot.**

A building lot located and designed to accommodate a multi-story building with commercial and office uses in any story.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	16	
Lot Depth (ft)	—	—
Lot Size (sf)	—	150,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	10
Common Lot Setback (ft)	0	—
Rear Setback (ft)	10	—
Frontage Buildout %	90	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 5'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	2	4
Accessory Building(s) (st)	N/A	
PARKING PROVISIONS		
Location	Zone 2, 3	
PRIVATE FRONTAGES		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning	X	
Gallery	X	
Arcade	X	

X - Permitted  
Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

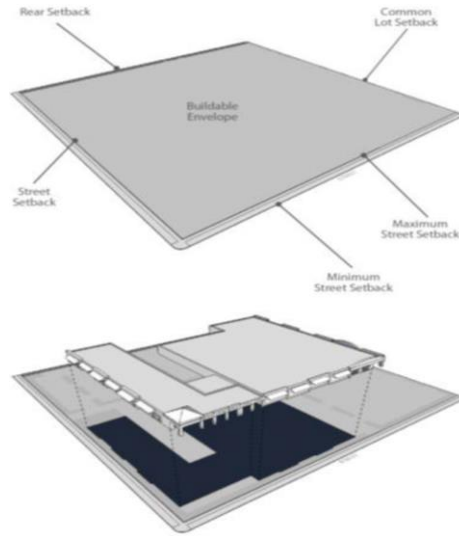
**Sec. 110-4.12. Large format retail building lot.**

A building lot located and designed to accommodate a large footprint building with one or more uses.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	—	500
Lot Depth (ft)	—	500
Lot Size (sf)	—	250,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	75
Common Lot Setback (ft)	0	—
Rear Setback (ft)	10	—
Frontage Buildout (%)	50	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 5'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	1	2
Accessory Building(s) (st)	1	
PARKING PROVISIONS		
Location	Zone 1 (2 bays only for suburban corridor) 2, 3, 4	
PRIVATE FRONTAGES		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning	X	
Gallery	X	
Arcade		

X - Permitted

Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

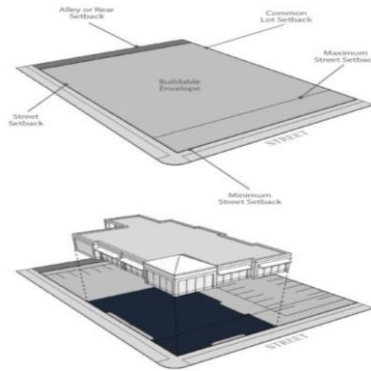
**Sec. 110-4.13. Commercial building lot.**

A building lot located and designed to accommodate single use office and retail that are predominately located on corridors as part of a retail complex.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	50	300
Lot Depth (ft)	100	300
Lot Size (sf)	5,000	90,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	75
Common Lot Setback (ft)	0	—
Rear Setback (ft)	15	—
Frontage Buildout (%)	50	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 5'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	1	2
Accessory Building(s) (st)	1	
PARKING PROVISIONS		
Location	Zone 1 (2 bays only for suburban corridor) 2, 3, 4	
PRIVATE FRONTAGES		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning	X	
Gallery		

Arcade	
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X - Permitted  
 Blank cell - prohibited



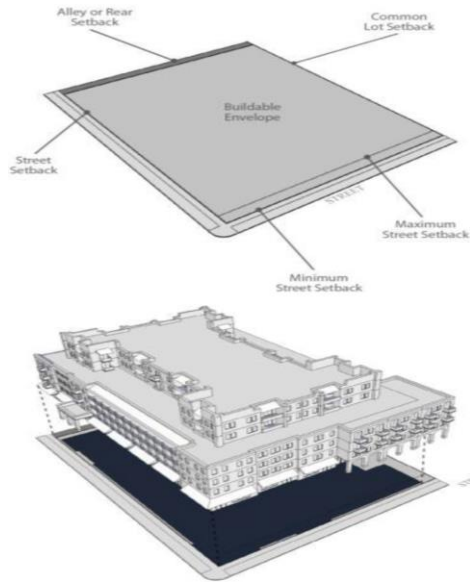
(Ord. No. 16-31, § 1.e.(Ex. A), 12-15-2016)

**Sec. 110-4.14. Pedestal building lot.**

A building lot located and designed to accommodate the tallest permissible building whose primary façade must be stepped back to reduce its apparent bulk when viewed from the sidewalk.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	—	500
Lot Depth (ft)	—	500
Lot Size (sf)	—	250,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	10
Common Lot Setback (ft)	0	—
Rear Setback (ft)	10	—
Frontage Buildout (%)	90	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Not Permitted	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	4	6
Accessory Building(s) (st)	N/A	
PARKING PROVISIONS		
Location	Zone 2, 3	
PRIVATE FRONTAGES		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning	X	
Gallery	X	
Arcade	X	

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-4.15. Liner building lot.**

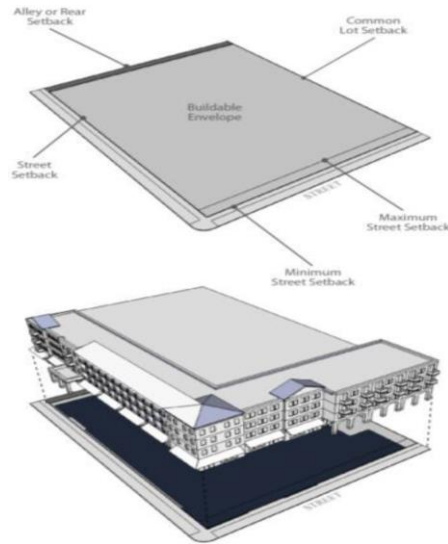
A building lot located and designed to accommodate a large footprint building such as a parking garage, cinema, supermarket, etc., which is surrounded by a liner building which conceals large expanses of blank walls and faces the street with ample windows and doors opening onto the sidewalk.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	—	500
Lot Depth (ft)	—	500
Lot Size (sf)	—	250,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	10
Common Lot Setback (ft)	0	—
Rear Setback (ft)	10	—
Frontage Buildout (%)	90	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Not Permitted	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	2	5
Accessory Building(s) (st)	N/A	
PARKING PROVISIONS		
Location	Zone 2, 3	
PRIVATE FRONTAGES		
Common Lawn		



Porch and Fence	
Forecourt	
Stoop	
Shopfront and Awning	X
Gallery	X
Arcade	X

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

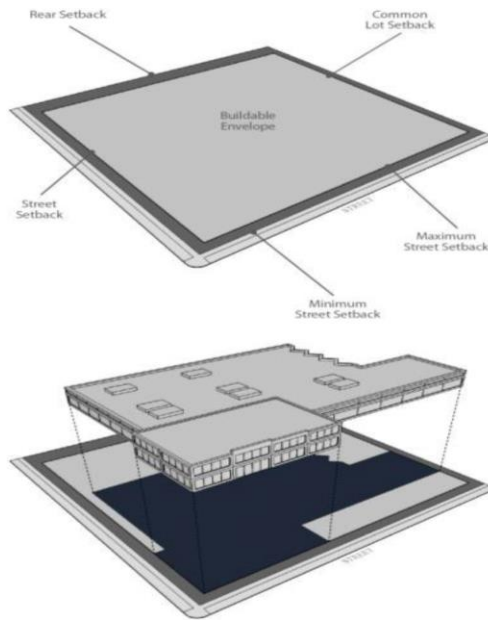
**Sec. 110-4.16. Industrial building lot.**

A building lot located and designed to accommodate industrial uses.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	—	500
Lot Depth (ft)	—	500
Lot Size (sf)	—	250,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	10	—
Common Lot Setback (ft)	10	—
Rear Setback (ft)	25	—
Frontage Buildout (%)	—	—
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 5'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	1	2
Accessory Building(s) (st)	1	
PARKING PROVISIONS		
Location	Zone 1, 2, 3, 4	

PRIVATE FRONTAGES	
Common Lawn	
Porch and Fence	
Forecourt	
Stoop	
Shopfront and Awning	
Gallery	
Arcade	

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

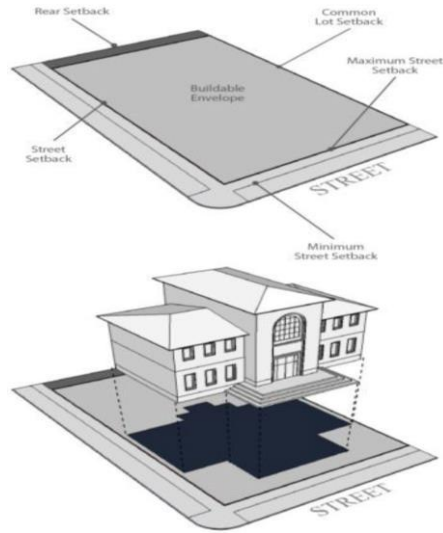
**Sec. 110-4.17. Civic building lot.**

A building lot located and designed to accommodate a building containing public or civic uses such as community services, day care, education, government, places of worship, or social services.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	—	—
Lot Depth (ft)	—	—
Lot Size (sf)	—	—
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	—
Common Lot Setback (ft)	0	—
Rear Setback (ft)	10	—
Frontage Buildout (%)	—	—
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback	
Common Lot Setback (ft)	5'	
Rear Setback (ft)	5'	

Building Footprint (sf)		
<b>BUILDING HEIGHT</b>	<b>MIN</b>	<b>MAX</b>
Principal Building (st)	1	4
Accessory Building(s) (st)	1	
<b>PARKING PROVISIONS</b>		
Location	Zone 1, 2, 3, 4	
<b>PRIVATE FRONTAGES</b>		
Common Lawn	X	
Porch and Fence	X	
Forecourt	X	
Stoop	X	
Shopfront and Awning	X	
Gallery	X	
Arcade	X	

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

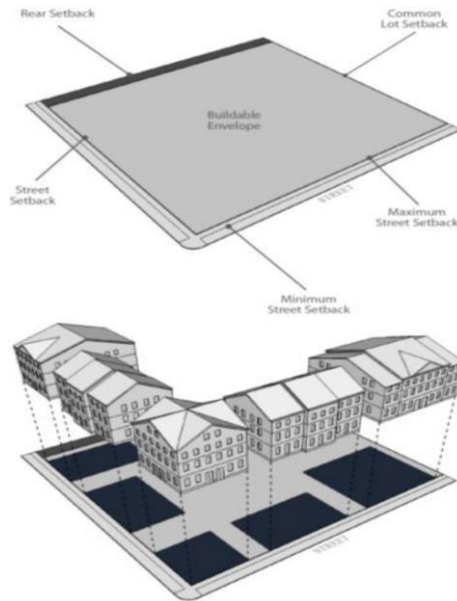
**Sec. 110-4.18. Apartment complex.**

A complex is located and designed for development over five acres in size and accommodates one or more multifamily building lot type.

<b>LOT REQUIREMENTS</b>	<b>MIN</b>	<b>MAX</b>
Lot Width (ft)	—	
Lot Depth (ft)	—	
Lot Size (sf)	—	
<b>BUILDING ENVELOPE</b>	<b>MIN</b>	<b>MAX</b>
Street Setback (ft)	0	25
Common Lot Setback (ft)	0	—
Rear Setback (ft)	15	—
Frontage Buildout (%)	50	100
<b>ACC BLDG ENVELOPE</b>	<b>MIN</b>	<b>MAX</b>
Street Setback (ft)		

Common Lot Setback (ft)	Permitted in rear yard only; setback 10'	
Rear Setback (ft)		
Building Footprint (sf)		
<b>BUILDING HEIGHT</b>	<b>MIN</b>	<b>MAX</b>
Principal Building (st)	1	3
Accessory Building(s) (st)	1	
<b>PARKING PROVISIONS</b>		
Location	Zone 1, 2, 3, 4	
<b>PRIVATE FRONTAGES</b>		
Common Lawn		
Porch and Fence		
Forecourt	X	
Stoop	X	
Shopfront and Awning		
Gallery		
Arcade		

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

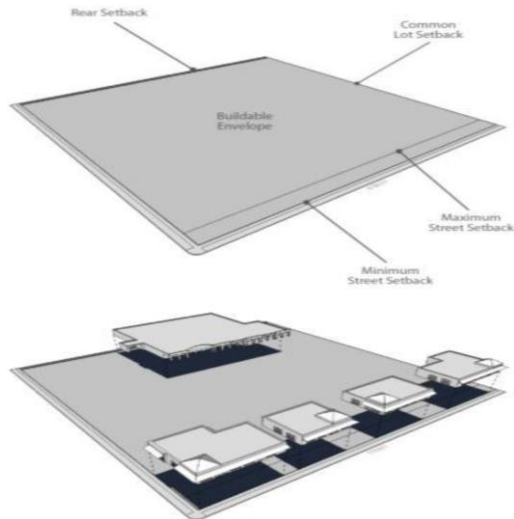
**Sec. 110-4.19. Retail complex.**

A complex is located and designed for development over five acres in size and accommodates commercial buildings, large format retail building lot type, mixed use building lot types, and multi-story commercial building lot types. A block structure will be required for this type of development.

<b>LOT REQUIREMENTS</b>	<b>MIN</b>	<b>MAX</b>
Lot Width (ft)	—	
Lot Depth (ft)	—	
Lot Size (ac)	5	

BUILDING ENVELOPE		
MIN	MAX	
Street Setback (ft)	0	75
Common Lot Setback (ft)	0	—
Rear Setback (ft)	15	—
Frontage Buildout (%)	50	100
ACC BLDG ENVELOPE		
MIN	MAX	
Street Setback (ft)	Permitted in rear yard only; setback 10'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT		
MIN	MAX	
Principal Building (st)	1	3
Accessory Building(s) (st)	1	
PARKING PROVISIONS		
Location	Zone 1 (2 bays only) 2, 3, 4	
PRIVATE FRONTAGES		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning	X	
Gallery	X	
Arcade		

X - Permitted  
Blank cell - prohibited



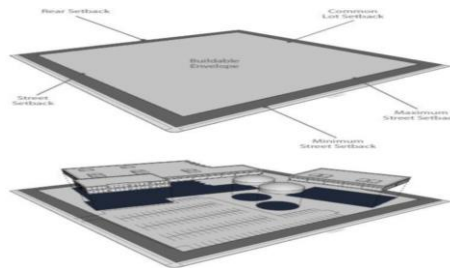
(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-4.20. Industrial complex.**

A complex is located and designed for development over five acres in size and accommodates multiple industrial building types in one complex.

LOT REQUIREMENTS	MIN	MAX
Lot Width(ft)	—	—
Lot Depth (ft)	—	—
Lot Size (ac)	5	—
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	25	—
Common Lot Setback (ft)	25	—
Rear Setback (ft)	25	—
Frontage Buildout (%)	—	—
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 10'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	1	3
Accessory Building(s) (st)	1	
PARKING PROVISIONS		
Location	Zone 1, 2, 3, 4	
PRIVATE FRONTAGES		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning		
Gallery		
Arcade		

X - Permitted  
Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-5. Accessory use regulations and standards.**

Editor's note(s)—Provisions pertaining to accessory use regulations and standards are set forth in the subsequent sections, sections 110-5.1—110-5.16, below.

**Sec. 110-5.1. Purpose and general standards.**

- (a) *Purpose.* It is the purpose of this section to regulate the installation, configuration, and use of accessory structures and the conduct of accessory uses in order to ensure that any adverse impacts created are minimal both aesthetically and physically to residents and surrounding properties.
- (b) *General standards and requirements.* Any number of different accessory structures may be located on a parcel, provided that the following requirements and restrictions are adhered to:
- (1) An accessory structure or use shall be considered incidental to the principal dwellings and must be in full compliance with all standards and requirements of this land development regulation and all other regulations of the city.
  - (2) All accessory structures shall comply with standards pertaining to the principal structure and/or development unless exempted or superseded elsewhere in this land development regulation.
  - (3) Accessory structures other than fences shall not be located in a required setback, buffer or landscape area, except that accessory structures 30 inches or less than above the general ground level (i.e. decks) shall not be required to meet setbacks.
  - (4) Accessory structures shall be included in all calculations of impervious surface and stormwater runoff.
  - (5) Accessory structures shall be shown on all development plans with full supporting documentation as required in chapter 102 of this land development regulation.
  - (6) All accessory uses and structures shall obtain a building permit or other permit or license.
  - (7) *Agricultural accessory use/structure.* Customary accessory uses/structures may include, but are not limited to the following: swimming pools, spas/hot tubs, tennis courts, fences, utility/storage buildings, greenhouses, gardens, garages, satellite dishes/antennas, boathouses, docks, catwalks and elevated walkways.
  - (8) *Residential district accessory use/structure (Single-family).* Customary accessory uses/structures may include, but are not limited to the following: swimming pools, spas/hot tubs, decks, tennis courts, fences, utility/storage buildings, greenhouses, gardens, garages, satellite dishes/antennas, boathouses, docks, catwalks or elevated walkways.
  - (9) *Residential district accessory use/structure (multi-family).* Customary accessory uses/structures may include, but are not limited to the following: swimming pools, spas/hot tubs, decks, tennis courts, fences, clubhouses, recreational and laundry rooms, sales/rental offices, utility/storage buildings, greenhouses, gardens, garages, satellite dishes/antennas, boathouses, docks, catwalks, or elevated walkways.
  - (10) *Commercial district accessory use/structure.* Customary accessory uses/structures may include, but are not limited to the following: fences, utility/storage buildings, garages, canopies, gas pumps, satellite dishes/antennas.
  - (11) *Industrial district accessory use/structure.* Customary accessory uses/structures may include, but are not limited to the following: fences, utility/storage buildings, garages, canopies, gas pumps, satellite dishes/antennas.
  - (12) *Mixed use district accessory use/structure.* Customary accessory uses/structures may include, but are not limited to the following: swimming pools, spas/hot tubs, tennis courts, fences, utility/storage buildings, greenhouses, gardens, garages, satellite dishes/antennas, boathouses, docks, catwalks, and elevated walkways.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

**Sec. 110-5.2. Accessory apartment/dwelling unit.**

- (a) *Accessory apartments.* Accessory apartments may be allowed in conjunction with single-family homes provided that all of the following standards are met:
- (1) No more than one accessory apartment shall be permitted per residential lot.
  - (2) The accessory apartment shall be designed, constructed, and located so as not to interfere with the appearance of the principal structure.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

**Sec. 110-5.3. Alcoholic beverage sales.**

- (a) *State liquor law adopted.* The provisions of F.S. chapters 561, 562, 567, 568 and 569 respectively, as amended, are hereby enacted and adopted as the law of the city insofar as the same may pertain to cities and towns within the State of Florida and shall be held to be the law and ordinances of the city regulating alcoholic beverages.
- (b) *State beverage license required.* Any person desiring to engage in the business of manufacturing, selling, ordering, exchanging, dealing in or delivering liquors, wines, beers, or other beverages containing more than one percent of alcohol by weight, within the corporate limits of the city, shall, before engaging in business, apply for and secure a license from the State of Florida.
- (c) *Hours of sale and operation.*
- (1) Sale of alcoholic beverages at establishments selling alcohol for off-site consumption may be made only between the hours of 7:00 a.m. and 12:00 midnight.
  - (2) Beverage licensees, or employees or agents of such licensees may sell, offer for sale, serve, or permit to be sold or served, any alcoholic beverage in a place operating under the beverage license for consumption on-site only during the hours of 7:00 a.m. to 2:00 a.m.
  - (3) No establishment which deals in alcoholic beverages for on-site consumption in the city shall remain open for business or admit the public, permit the public to remain within, or permit any individual to possess or consume alcoholic beverages in or upon such premises after 2:00 a.m.; provided, however, restaurants, hotels and motels may be kept open for business beyond such hours, but shall otherwise be subject to those time restrictions applicable to the sale, service, consumption, and possession of alcoholic beverages as set forth in this Land Development Code.
  - (4) Sales may be allowed from midnight to 3:00 a.m. on January 1 of any year.
- (d) *Distances from schools.* No establishment holding any type of beverage license issued by the beverage department of the state authorizing and permitting the establishment to sell alcoholic beverages may be located within 528 feet (one-tenth of one mile) of any public school serving kindergarten through twelfth grades.
- (e) *Distances from churches and other establishments.*
- (1) Any establishment which sells alcoholic beverages for "on premises consumption" shall be located not less than 528 feet (one-tenth of one mile) from any church or school, except this provision shall not apply to churches operating in strip commercial centers. This distance requirement shall not apply to establishments that are required to maintain a minimum of 50 percent of its gross revenues to be from food sales. Other exceptions to this requirement are businesses located in planned developments (PDs) within which the intended land uses are pre-planned in a coordinated and integrated fashion and set out in the authorizing land use agreement, ordinance or resolution.
  - (2) The distance requirements as provided for above shall be measured by public route from the front door of the establishment to the front door of the school or church.



- (3) The distance requirements above may be waived by the city commission in the granting of a commercial land use designation.
- (f) *Variances.* The city commission may waive the hours of sale as set out in herein for a special event. A special event must be designated by the city commission and may not exceed a three-day period. The city commission must designate the area to which the waiver shall apply and set such other rules and regulations as it deems appropriate to grant the "special event variance".
- (g) *Enforcement.* Notwithstanding any other law enforcement procedures, any provision of chapter 109 may be enforced under the authority of the code enforcement board in accordance with the Code of Ordinances of the city.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

#### **Sec. 110-5.4. Amenities.**

Residential, mixed-use, and nonresidential development projects may provide amenities for the exclusive use of the employees and/or residents of the project, unless otherwise authorized within a planned development overlay.

- (a) *Dining rooms/cafeterias/snack shops, etc.* A development may provide a central dining facility to serve the employees and/or residents of the project subject to the following restrictions:
- (1) The facility shall not be open to the general public.
  - (2) There shall be no off-site signs advertising the presence of the facility.
- (b) *Community centers/recreation centers.* A development may provide a central facility to provide a meeting place and indoor recreation opportunities for residents or employees subject to the following restrictions:
- (1) Such facilities shall not include health clubs, gyms, and the like, offering services to the general public.
  - (2) Parking to serve the building shall be provided as required in chapter 115 of this land development regulation.
  - (3) There shall be no identification signs, other than directional signs.
- (c) *Fitness centers.* A development may provide a fitness or exercise center for the use of employees or residents subject to the following restrictions:
- (1) Such facilities shall not be open to the general public.
  - (2) There shall be no signs, other than directional or occupant signs, identifying the facility.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

#### **Sec. 110-5.5. Bed and breakfast.**

- (a) *Eligibility criteria:* All residential structures requesting a bed and breakfast conditional use permit, shall meet one of the following criteria:
- (1) A structure listed on the National Register of Historic Places.
  - (2) A structure listed on the city's Historic Survey as National Register eligible.
  - (3) A structure located in a National Register Historic District and identified as a contributing structure.
  - (4) A structure located in a National Register Eligible Historic District and identified as a contributing structure.
  - (5) A structure that was constructed over 50 years ago and restored to original condition as specified in the U.S. Department of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (as revised and amended).
  - (6) A structure designated by the city as a local landmark or located in a local historic district and identified as a contributing structure in the city. In the event a property has not been designated, the conditional use

permit shall be granted contingent upon the property receiving local landmark status prior to the property being occupied as a bed and breakfast.

- (7) A structure determined by the city to be of appropriate size and design to accommodate a "bed and breakfast" function.
- (b) All applications for a bed and breakfast conditional use permit involving historic districts or structures shall be submitted to the city historic preservation board for review and recommendation to the city commission prior to granting the conditional use permit. After review by the historic preservation board, it shall be the duty of the city commission to establish conditions to be imposed on the applicant if a conditional use permit is granted.
- (c) All residential structures requesting a bed and breakfast conditional use permit, must be occupied by an owner or full-time resident manager residing either within the principal structure or an adjacent structure on the same lot.
- (d) *Development standards.*
  - (1) The residential character, integrity, and appearance of the property and the structure contained thereon shall not be altered by the operation of the proposed bed and breakfast inn. However, certain improvements may be required to accommodate the additional demands of a bed and breakfast inn. All improvements shall be designed and constructed to minimize adverse effects to adjacent properties, e.g., glare, noise, fumes, odors, stormwater runoff, etc. and be consistent with the U.S. Department of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (as revised and amended) if applicable.
  - (2) Adequate ingress and egress shall be provided to the property and structures thereon, with particular references to vehicular and pedestrian safety and convenience, traffic flow and control, and emergency access in case of fire, medical, or other unforeseen circumstances.
  - (3) Adequate off-street parking for owners, employees, and guests shall be provided as follows:
    - a. Three spaces for owner, manager, and employee parking.
    - b. One space per guest room for guest parking.
  - (4) Adequate utilities (water, wastewater, electricity, refuse storage/collection, etc.) shall be provided to meet the minimum requirements of the city's health and sanitation ordinances. Residential structures shall meet the minimum requirements of the city's building, safety, and fire prevention codes. The applicant shall submit documentation showing the city building and fire prevention officials have conducted an inspection and the facility meets all minimum city requirements.
  - (5) The property owner shall obtain all required licenses (specifically including city and state requirements). Prior to the issuance of a certificate of occupancy or a city business tax receipt, the applicant shall submit documentation showing that the division of hotels and restaurants has conducted an inspection and the facility meets the requirements of state law.
  - (6) Bed and breakfast inns shall be limited to one sign, with a maximum size of four square feet. Illumination of the sign will only be artificial lighting located external to the sign face (i.e., indirect lighting) as set forth under the conditional use permit.
  - (7) Adequate screening and buffering may be required to minimize any adverse effects to adjacent properties. Buffering shall be accomplished by installing fences, berms, landscaping or a combination of these for the purpose of separating adjacent residential properties from the proposed bed and breakfast inn. All exterior lighting shall be designed and installed to be unobtrusive to adjacent properties.
  - (8) All rooms designated for guest occupancy shall provide a minimum inside measurement of 80 square feet of usable floor space. Guest rooms with more than one bed shall provide a minimum inside measurement of 60 square feet of usable floor space per bed.
  - (9) Bed and breakfast inns shall have one central kitchen, where all meals are regularly prepared and served in a communal or family style (no service or ordering of individual portions from a menu). Guest rooms shall not be equipped with any cooking or cold food storage facilities.

- (10) All residential property and the structures contained therein requesting a bed and breakfast conditional use permit must comply with all city regulations and ordinances, specifically the city's comprehensive plan and land development regulations.
- (11) Approval of a conditional use permit for a bed and breakfast inn shall authorize only the specific uses described within the permit. Any other use shall be considered a violation of the Conditional use permit, which is subject to revocation.
- (12) Any improvement, alteration, or rehabilitation of historic structures shall be consistent with the U.S. Department of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (as revised and amended).

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-5.6. Boat houses, docks and piers.**

*Boat houses, docks and piers.* Boat houses, docks, and piers shall be considered incidental uses to the primary structure. Boat houses or covered boat docks, subject to approval of other interested governmental authorities, will be permitted on any lake within the city; provided that construction on Lake Eustis requires approval from the St. Johns River Water Management District/Department of Environmental Protection. In residential areas on connected waters (canals, streams or other inlets or basins that have water access to a lake), the maximum height of a boat house or similar structure, above the high-water level established by the St. Johns River Water Management District shall be 12 feet. Boat houses, slips, piers, or similar structures built on streams or canals shall be built entirely within the riparian lines; accessory structure setback requirements herein do not apply riparian lines.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

**Sec. 110-5.7. Fences.**

- (a) The posts or any portion of each fence which contacts the ground shall be of a material or chemical treatment that is ground contact resistant to decay, corrosion, and termite infestation. The posts, if wooden, must also be pressure treated for strength and endurance.
- (b) Fences shall be permitted as follows/as depicted on the graphic:
  - In a primary street setback, at a maximum height of 4-feet.
  - In a secondary street setback, open fencing may be 6-feet high, but opaque fencing shall be limited to a height of 4-feet; 4-foot opaque fences in secondary street setbacks may be topped with additional 2-feet of open or lattice type fencing.
  - In a rear or common yard setback, open fences may be 8-feet tall; 6-foot opaque fences may be topped with additional 2-feet of open or lattice type fencing.
  - Fences located in landscape buffers along public streets associated with nonresidential or complex building types in suburban design districts are subject to limitations in chapter 115.
  - Fences installed for the sole purpose of screening of trash can storage areas, mechanical equipment, or utilities shall be exempt from permitting, provided such fence is clearly not within a required setback and does not exceed maximum height. If necessary to screen existing utilities, the development services director may approve fencing exceeding maximum height in setbacks.



4-foot solid fence or 4-foot open fence —————  
 6-foot solid fence —————  
 6-foot solid fence topped with 2-foot lattice —————

- (c) In areas where the property faces two roadways, or is located in any other area construed to be a corner lot, no fence exceeding four feet high shall be located in the vision triangle, specified in chapter 115, and identified as clear sight zone.
- (d) The smooth side of fence shall face a right-of-way or private road, except split rail.
- (e) A fence constructed for protection and safety from hazard by another public agency may not be subject to the aforementioned height limitations. Approval to exceed the minimum height standards may be given by the director of development services upon receipt of satisfactory evidence of the need to exceed height standards.
- (f) No fence or hedge shall be constructed or installed in such a manner as to interfere with drainage on the site.
- (g) Should the fence encroach on any public easement, the owner shall assume all expense of any necessary removal (either temporary or permanent) or relocation.
- (h) Barbed wire shall be permitted in association with fences as follows:
  - (1) In association with bona-fide agricultural uses;
  - (2) In conservation (CON) land use districts;

- (3) In general industrial (GI) land use districts atop fences 6 feet or taller;
- (4) On properties where an industrial building lot or industrial complex lot typology has been approved via development plan, site plan, or preliminary subdivision plat atop fences 6 feet or taller;
- (5) On properties containing water/wastewater treatment plants or electric substations atop fences 6 feet or taller;
- (6) On properties with barbed wire fencing installed prior to December 15, 2016, which, upon administrative verification by development services, shall be deemed legally non-conforming and shall be permitted to be repaired or replaced as needed.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

#### **Sec. 110-5.8. Garages**

- (a) *Garages.* All single family dwellings, including mobile homes, duplexes, triplexes, row houses and the like, constructed after the effective date of this section, shall possess a garage as follows:
  - (1) Minimum size 300 square feet (12 feet × 18 feet for automobile parking and 12 feet × 7 feet for storage).
  - (2) Equipped with an operational overhead door with minimum dimensions of 9 feet × 7 feet, which door, when closed, conceals the interior of the garage.
- (b) Should any property owner enclose or reduce the size of any existing garage or carport below the square footage requirements of this section, then the owner shall mitigate the loss of the garage by providing for on-site parking and outside storage as follows:
  - (1) Construct a new garage on the property sufficient to meet the square footage requirements of this section; or
  - (2) If in a designated historic district, in an urban design district, or on a legal lot of record that is below the minimum suburban standard, or if enclosing a carport, then the owner may take the following actions in lieu of replacing the garage:
    - a. Designate two on-site parking spaces at least 9 feet × 18 feet each in the driveway area or on the residential lot behind the building frontage; and
    - b. Provide outside storage by either constructing a storage shed with minimum dimensions of 10 feet × 10 feet in accordance with the Land Development Regulations for accessory structures or by providing outside access to a designated, separated storage area within the enclosed garage or carport (minimum dimensions 12 feet × 7 feet).

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

#### **Sec. 110-5.9. Home occupations.**

- (a) The use of a residence for a home occupation shall be clearly incidental and subordinate to its use as a residential structure by the occupants and shall under no circumstances change the residential character of the structure.
- (b) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation, other than a sign as provided for in section 115-11.3.
- (c) No home occupation shall occupy more than 35 percent of the total floor area of the dwelling unit.
- (d) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood.
- (e) No equipment, tools, or process shall be used in such a home occupation that creates interference with neighboring properties due to noise, vibration, glare, fumes, odors, or electrical interference.

- (f) Fabrication of articles commonly classified under the terms arts and handicrafts shall be deemed a home occupation provided no retail sales (other than mail-order/internet sales) are made at the home.
- (g) Outdoor storage of equipment or materials shall be permitted if enclosed by an opaque wall, fence, or landscaping of sufficient maturity, density and height to screen such areas from view of the public right-of-way and adjacent properties.
- (h) The following shall not be considered home occupations: Beauty shops, barber shops, studio for group instruction, public dining facility or tea room, photographic studio, fortune telling or similar activity which would rely on impulse buying, outdoor repair, food processing, retail sales (other than mail-order or internet sales), nursery school, or kindergarten.
- (i) The giving of individual instruction to one person at a time, such as an art or music teacher, shall be deemed a home occupation; individual instruction as a home occupation for those activities listed in paragraph (h) above shall be prohibited.
- (j) A home occupation shall be subject to all applicable city/county licensing requirements, fees, and other business taxes.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-5.10. Outdoor display.**

Outdoor display of the following products may be approved by the development services director or designee when requested by a business owner, via submittal of a site plan indicating the location and dimensions of such display (with a BTR application for new businesses, or at any time for existing businesses), provided that the location of such displays meet the minimum setback requirements on the property subject to the request, and do not interfere with vehicular or pedestrian traffic or required parking. Merchandise associated with an approved special event permit for a seasonal sale or other event shall not be subject to this section.

- (a) Products customarily used outdoors such as pools, spas, lawn furniture, concrete fixtures, landscape or garden supplies and equipment, lumber products, fencing, sheds, and recreational equipment/vehicles.
- (b) New and used motor vehicles, boats, recreational vehicles, mobile homes, and other such vehicles.
- (c) Other retail merchandise subject to the following restrictions:
  - (1) *Maximum area:* The area devoted to outdoor display of merchandise shall not exceed a foot print of 32 square feet per business.
  - (2) *Maximum height:* the maximum height for any portion of an outdoor merchandise display is six feet.
  - (3) *Dimensions:* Outdoor merchandise display areas shall not extend more than five feet from the adjacent store front.
  - (4) *Display:* Merchandise shall be displayed on shelves or tables and/or arranged neatly.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-5.11. Outdoor storage.**

Outside storage of equipment or materials (not to include display merchandise) shall be permitted, when in compliance with the following requirements:

- (a) An opaque wall shall enclose all storage areas, opaque fence, or landscaping of sufficient maturity, density and height to screen such areas from any public right-of-way or adjoining property, unless other applicable sections of these regulations require stricter screening requirements for specific uses or accessory uses.
- (b) All equipment or materials shall be secured, if necessary, to withstand winds.

- (c) Screening shall not be required around storage areas for operable motor vehicles (i.e. fleet vehicles used in association with a business).
- (d) Storage of licensed and inoperable motor vehicles waiting repair within screened areas on the site of motor vehicle repair facilities and motor vehicle service centers, provided that no such vehicle shall be stored for more than 28 consecutive days. Motor vehicles shall be not be stored for a period exceeding 28 consecutive days unless they are screened from view of the public right-of-way and adjacent properties. If screened by fencing or walls, landscape buffer requirements of the applicable design district shall be required between the property line and fence or wall.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-5.12. Pergolas.**

A pergola is an architectural element used to define outdoor space, consisting of four columns or posts, topped with beams and open rafters, over which vines or other plants are trained. All pergolas shall comply with street setback requirements as determined by design district/lot type; compliance with the common lot and rear lot setbacks is required for pergolas larger than 100 square feet and taller than 8 feet.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-5.13. Short-term, mid-term, and long-term storage containers.**

It is the purpose of this section to regulate the placement of storage containers on properties to ensure that any adverse impacts created are minimal both aesthetically and physically to residents and surrounding properties.

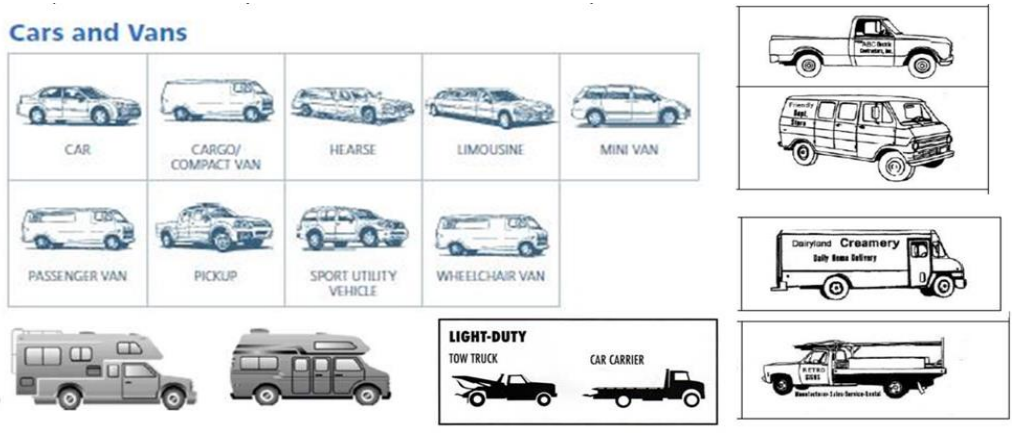
- (1) Only authorized short-term, mid-term and long-term storage containers permitted. No person shall place or maintain a storage container except in conformity with this section. Existing non-conforming long-term storage containers shall be removed or brought into compliance with this section no later than June 16, 2022.
- (2) The owner and operator of any site on which a storage container is placed shall be responsible to ensure that the container is in good condition, free from evidence of deterioration, weathering, discoloration, rust, ripping, tearing or other holes or breaks.
- (3) When not in use, containers shall be kept locked.
- (4) Containers shall not be vertically stacked.
- (5) The owner and operator of any site on which container is placed shall also be responsible that no hazardous substances are stored or kept within the container.
- (6) Short-term storage containers (portable storage units or PODs) shall be permitted as follows:
  - a. In all districts.
  - b. Duration: Once per year for a duration of no more than 30 days.
  - c. Maximum size: 8 feet wide, 16 feet long, 8 feet high.
  - d. All short-term storage containers (portable storage units) shall be removed immediately upon the issuance of a hurricane warning by a recognized government agency.
- (7) Mid-term storage containers on active construction sites shall be permitted as follows:
  - a. In all districts.
  - b. Duration: As needed with active permit and active, ongoing construction.
  - c. Number: One per homesite or small commercial project; maximum of three subdivision projects.
  - d. Maximum size: 10 feet wide, 25 feet long, 8.5 feet high, or 40 feet long if a combination office/storage container is utilized.

- (8) Long-term storage containers with required screening shall be permitted as follows:
  - a. In general industrial (GI), mixed commercial/industrial (MCI) and agricultural (AG).
  - b. Site plan review required.
  - c. Containers shall be fully screened from the view of the public right-of-way and adjacent properties by a masonry or brick enclosure of sufficient height and opacity. The development review committee may, via the administrative site plan or development plan approval process, administratively waive screening requirements when supported by site conditions (containers cannot be seen from public right-of-way or adjacent property). If the site conditions change and the containers are visible from the public right-of-way or adjacent property, such administrative waiver shall be revoked.
  - d. Number of containers shall be limited to the extent that maximum impervious surface area of the parcel is not exceeded.
  - e. Maximum size: 10 feet wide, 40 feet long, 8.5 feet high.
- (9) Long-term storage containers without required screening shall be permitted as follows:
  - a. In general industrial (GI) and mixed commercial/industrial (MCI) with conditional use permit approval by city commission.
  - b. Site plan review required.
  - c. Number of containers shall be limited to the extent that maximum impervious surface area of the parcel is not exceeded.
  - d. Maximum size: Per conditional use permit conditions.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021; Ord. No. 21-40 , § 1, 12-16-2021)

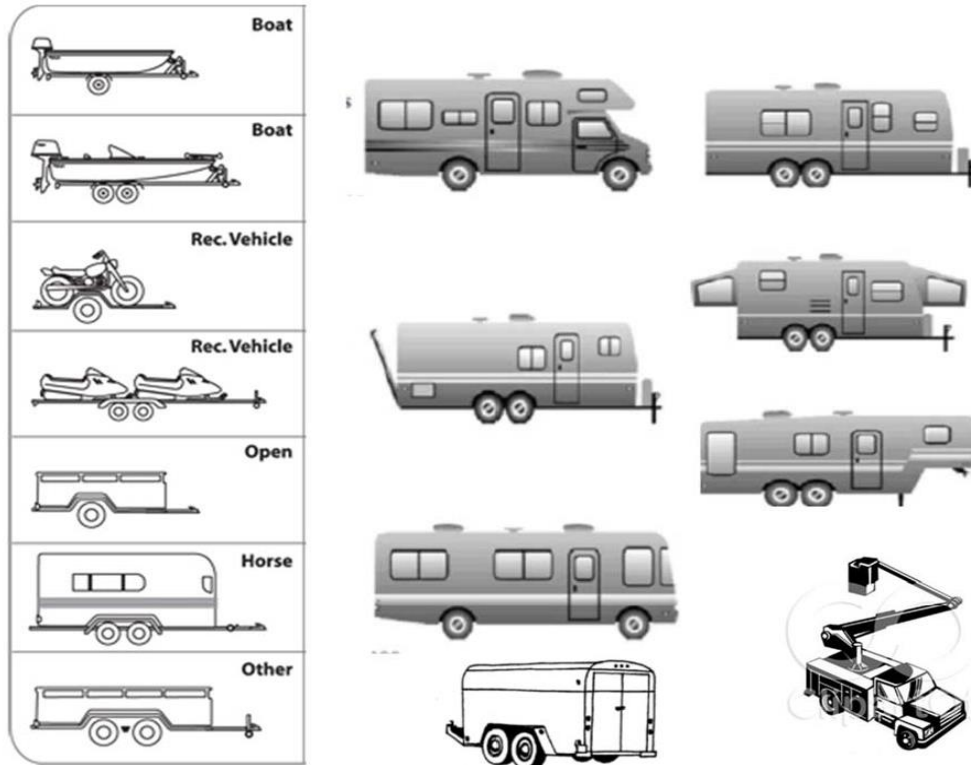
**Sec. 110-5.14. Residential vehicle storage/parking.**

- (a) Vehicle storage/parking in residential areas (including mixed-use land use districts developed for residential uses) shall be permitted as follows; provided such vehicles comply with section 34-3 of the Code of Ordinances:
  - (1) Passenger vehicles and light duty work vehicles, having only two axles and no tandem axles, such as those depicted below with no setback required.

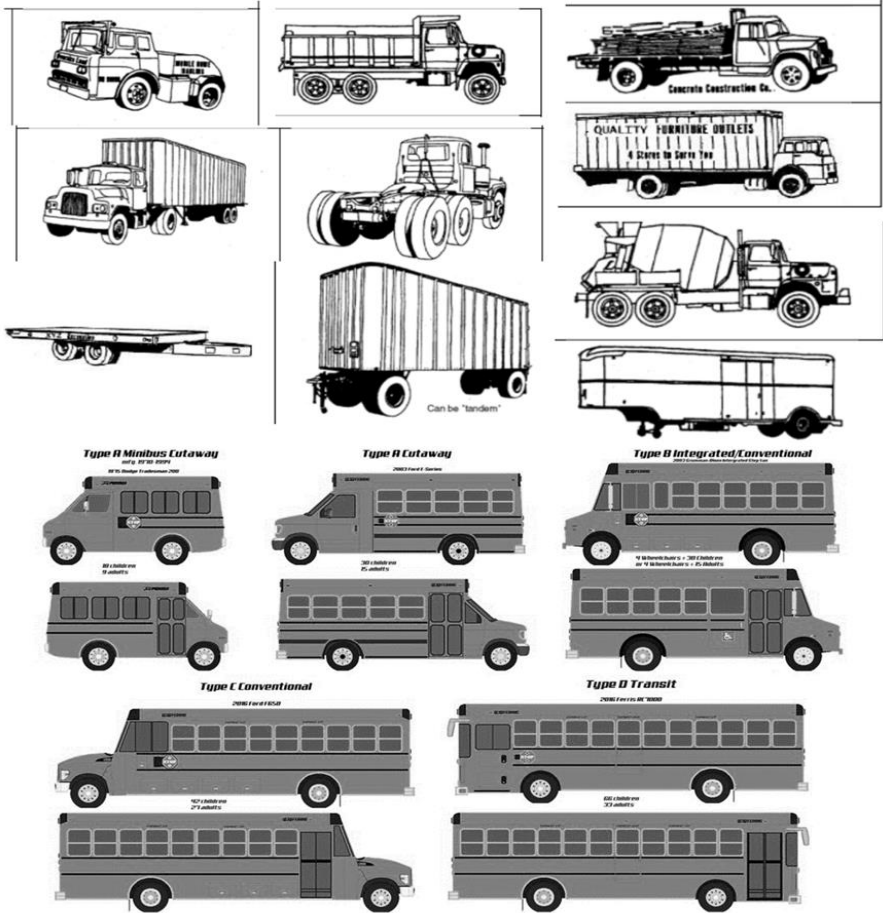


- (2) Recreational vehicles and utility trailers such as those depicted below, behind the building frontage on all lots except homestead lots, which must maintain a 25-foot street yard setback (on through lots and corner lots, behind the building frontage on the primary street with a 25-foot secondary street yard setback), provided that any open trailer loaded with debris, equipment or other materials must be screened from view of the right-of-way and neighboring properties.

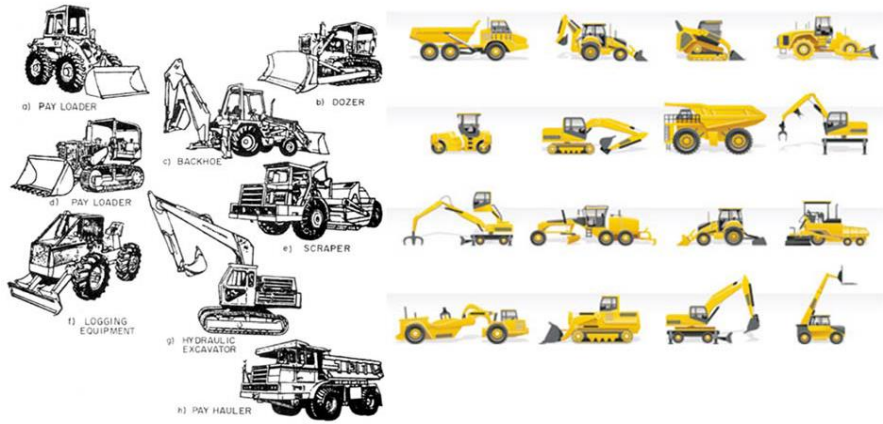




- a. At no time shall such vehicles be occupied or used for living, sleeping or housekeeping purposes. The use of a trailer or mobile home as a dwelling or living unit on any lot other than a licensed and approved mobile home park, mobile home subdivision, or recreational vehicle park, within the MH/RV mobile home/recreational vehicle land use district shall not be permitted.
  - b. At no time shall such vehicles be connected to any water, sewer or gas utility services unless they are within a MH/RV mobile home/recreational vehicle land use district.
  - c. The city commission may authorize motor homes, trailers, or other conveyances during city-authorized or other special events at specific sites for a specified time period.
  - d. All recreational vehicles described herein, which are parked on residential property shall be licensed in accordance with all laws of the State of Florida.
- (3) Heavy duty vehicles, as determined by the development services director, busses, and trailers such as those depicted below are not permitted. Semi-trucks and trailers shall not be parked/stored in any residential area or mixed-use land use district developed as residential. No semi-trucks, trailers or other motor vehicle designed primarily for drawing other trailers or vehicles shall be parked or stopped in the in residential areas unless such semi-truck or trailer is actively in the process of loading or unloading and then such vehicle may only be stopped or parked for such period of time as is necessary to complete the process of loading or unloading the vehicle. Under no circumstances may a semi-truck or trailer remain parked or stopped in any residential land use district or mixed-use land use district developed as residential overnight.



(4) Heavy equipment such as that depicted below shall only be permitted on properties with an active building permit.



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-5.15. Sheds storage buildings, utility buildings, greenhouses and other accessory structures (permanent or temporary).**

- (a) No accessory building used for industrial storage of hazardous, incendiary, noxious, or pernicious materials shall be located within 100 feet of any property line.
- (b) Storage buildings, greenhouses, and similar structures shall be permitted only if in compliance with standards for distance between buildings, and setbacks, if any, from property lines.
- (c) All accessory structures regulated by this chapter shall be permitted only in side and rear yards, unless there are extenuating circumstances that would justify placement in the street yard with no adverse effects on surrounding properties.
- (d) All accessory structures regulated by this chapter, except temporary ones as determined by the director, shall be included in all calculations for impervious surfaces, floor area ratios, or other site design requirements applying to the principal use of the lot.
- (e) Vehicles, including new and existing tractor-trailers, truck beds, manufactured housing, and mobile homes shall not be used as storage buildings, utility buildings, or other such uses.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

**Sec. 110-5.16. Swimming pools, hot tubs, spas and similar structures.**

- (a) Swimming pools, hot tubs, spas, and similar structures shall be permitted only in side and rear yards but not upon any utility easement.
- (b) Enclosures for pools, hot tubs, spas, and similar structures shall not be considered a part of the principal structure and shall comply with accessory use standards for minimum distance between buildings, yard requirements, and other building location requirements of this land development regulation.

**Sec. 110-5.17. Agricultural / Livestock Structures.**

- (a) Livestock structures (barn, stable, stall, etc.) shall be as closely centered on the property as possible, but in no case closer than ten (10) feet from the property line, unless adjacent property is under the same ownership.
- (b) Avian / Domestic Fowl structures (coops, pens, aviary, etc.) shall be placed no closer than ten (10) feet from the property line, unless the property is enclosed with minimum six (6) foot opaque privacy fence, then the structure may not be closer to the property line than five (5) feet.
- (c) All livestock areas must be maintained to minimize odor and waste accumulation.
- (d) Storage or parking of agricultural machinery and equipment shall be located behind the front face of the primary residence on the property.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016, Ord. No. 22-36, 12-01-2022)



# City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: November 17, 2022

RE: Ordinance Number 22-36: Amendment to the City of Eustis Land Development Regulations: Amending Chapter 109 Land Use Districts and Design District Overlays, Section 109-2.2 Districts Enumerated, 109-3 Land Use District Development Intensity 109.4 Use Regulations Table and Amending Chapter 110 Development Standards, Section 110-4.0. Homestead Lot, Sec. 110-4.1. Estate Lot; Sec., 110-4.2. House Lot and Adding Section 110-5.17

## **Introduction:**

Ordinance Number 22-36 amends the City of Eustis Land Development Regulations to create a Rural Residential Transitional Future Land Use District and amends the Land Development Regulations Section 109.4 Use Regulations Table to remove General Agricultural Uses as a conditional use from all land use districts. General Agriculture shall be Permitted for the Agriculture (AG), Rural Residential (RR), and the new Rural Residential Transitional (RRT) land use categories. The RRT shall permit existing agricultural use to be permitted until commercial or residential subdivision development occurs.

## **Background:**

On October 3, 2022, the City Commission held a workshop to discuss several items. The two specific items that this amendment address is (1) the removal of General Agriculture uses as conditional for all land use categories; permitting General Agriculture only in the Agriculture (AG) and Rural Residential (RR). (2) The creation of a transitional future land use that is somewhere between the Suburban Residential Future Land Use District density (5 dwelling units per acre) and the Rural Residential Future Land Use density (1 dwelling unit per acre). The solution, following the direction of the City Commission, was to create a new land use district to be applied to annexing lands where a lower density is desirable to transition between annexing properties and established lower density development patterns, while still providing a density to encourage annexation and support the extension of the City's utility infrastructure.

During the October 3rd, 2022, City Commission Workshop, the Commission discussed what action, if any, would be taken relating to keeping chickens within City municipal boundaries. During the workshop, the Commission directed staff to prepare amendments to the City's Land Development Regulations to remove General Agriculture as a conditional use from all land use districts and allow General Agriculture, as a permitted use only in the AG and RR land use districts. In preparation of the amendments and the creation of the RRT land use district, staff found it logical to propose that the new RRT land use also allow General Agriculture as a permitted use. The logic behind the allowance is that the RRT land use will, ostensibly, be applied to newly annexing properties extending into previously unincorporated areas and allowing for General Agriculture to occur. The caveat to the permitted General

Agriculture uses in the RRT is that the General Agriculture uses will discontinue as the property is developed or where there is an incompatibility with surrounding uses.

The Rural Residential Transitional (RRT) Future Land Use District is proposed to provide the requested transition land use. RRT is proposed to be created allowing for densities of 3 dwelling units per acre. The RRT district establishes a middle ground between the Suburban Residential Land Use District and the Rural Residential Land Use District with the intent of the district to provide for single-family development at densities of no more than 3 dwelling units per acre with no additional development policy burdens than the Suburban Residential district. The amendment to the Use Regulations Table, Section 109.5 of the Land Development Regulations for the new RRT land use copies the uses allowed within the Suburban Residential (SR) land use with the notable exceptions of the RRT permitting general agriculture and not permitting multi-family uses.

The amendments to Chapter 110 Development Standards, Section 110-4.0. Homestead Lot, Sec. 110-4.1. Estate Lot; Sec., 110-4.2. House Lot; and adding Section 110-5.17 pertain to the addition of the RRT land use and the AG and RR land use districts. These amendments provide Accessory Structure regulations for Agricultural / Livestock Structures, including avian/domestic fowl, within the AG, RR, and RRT land use districts.

**Recommended Action:**

Approval of Ordinance Number 22-36

**Policy Implications:**

None

**Alternatives:**

Approval of Ordinance Number 22-36  
Denial of Ordinance Number 22-36

**Budget/Staff Impact:**

None

**Prepared By:**

Jeff Richardson, AICP, Deputy Director, Development Services

**Reviewed By:**

Mike Lane, AICP, Director, Development Services

**ORDINANCE NUMBER 22-36**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, CHAPTER 109 LAND USE DISTRICTS AND DESIGN DISTRICT OVERLAYS, SECTION 109-2.2 DISTRICTS ENUMERATED, 109-3 LAND USE DISTRICT DEVELOPMENT INTENSITY 109.4 USE REGULATIONS TABLE AND AMENDING CHAPTER 110 DEVELOPMENT STANDARDS, SECTION 110-4.0. HOMESTEAD LOT, SEC. 110-4.1. ESTATE LOT; SEC., 110-4.2. HOUSE LOT AND ADDING SECTION 110-5.17; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Eustis City Commission adopted revised Land Development Regulations under Ordinance 09-33 on July 16, 2009, amended by Ordinance 15-13 on October 1, 2015, Ordinance 16-18 on April 7, 2016, Ordinance 16-13 on May 19, 2016, Ordinance 16-31 on December 15, 2016, Ordinance 17-17 on November 2, 2017, Ordinance 19-12 on June 6, 2019, Ordinance 19-22 on August 1, 2019, and Ordinances 20-44, 20-45, 20-46 on November 19, 2020, Ordinance Number 21-09 on June 17, 2021, and Ordinance Number 21-23 on September 8, 2021, Ordinance 21-40 on December 16, 2021, Ordinance 22-04 on February 17, 2022, Ordinance 22-17 on June 16, 2022; and

**WHEREAS**, the City Commission finds it necessary to periodically revise and update the Land Development Regulations; and

**WHEREAS**, the City Commission finds the proposed revisions are necessary to provide for consistency with the Comprehensive Plan, and clarify the City Commission's legislative intent; and

**WHEREAS**, the Local Planning Agency reviewed the proposed revisions to the Land Development Regulations and finds them to be consistent with the Comprehensive Plan.

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

**SECTION 1.**

That the City of Eustis Land Development Regulations are hereby amended as shown in the redline/strike through below:

- A. Chapter 109 Land Use Districts and Design District Overlays
  - a. Section 109-2.2 Districts Enumerated is amended to add the Rural Residential Transitional Land Use District and the intent of the Land Use District
  - b. Section 109-3 Land Use District Development Intensity is amended to reflect densities and intensities assigned to the Rural Residential Transitional Land Use District
  - c. Section 109.4 Use Regulations Table adding the Rural Residential Transitional District to the table and assigning uses

- d. Section 109.4 Use Regulations Table is also amended to clarify which districts are Permitted (P) to conduct Agricultural Use, removing agricultural use as a Conditional Use from incompatible land use districts

**B. Chapter 110 Development Standards**

- a. Section 110-4.0. Homestead Lot adding language as footnote reference to newly created Section 110-5.17 for alternate setbacks for agricultural accessory structures
- b. Section 110-4.1. Estate Lot adding language as footnote reference to newly created Section 110-5.17 for alternate setbacks for agricultural accessory structures
- c. Section 110-4.2. House Lot adding language as footnote reference to newly created Section 110-5.17 for alternate setbacks for agricultural accessory structures
- d. Adding Section 110-5.17 providing for standards for agricultural / livestock structures and storage of agricultural machinery.

**SECTION 2.**

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

**SECTION 3.**

That it is the intention of the City Commission of the City of Eustis that the provisions of this Ordinance shall become and be made a part of the Land Development Regulations in the City of Eustis Code of Ordinances and that the sections of this Ordinance may be re-numbered or re-lettered and the word "Ordinance" may be changed to "Section", "Article", or such other appropriate word or phrase to accomplish such intentions.

**SECTION 4.**

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

**SECTION 5.**

That this Ordinance shall become effective upon passing.

**PASSED, ORDAINED, AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this \_\_\_\_ day of \_\_\_\_\_ 2022

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

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, CMC, City Clerk

**CITY OF EUSTIS CERTIFICATION**

STATE OF FLORIDA

COUNTY OF LAKE

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

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

**CITY ATTORNEY'S OFFICE**

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

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 20-36 is hereby approved, and I certify that I published the  
same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial  
Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the  
corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk



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# LAND DEVELOPMENT REGULATIONS

## EUSTIS, FLORIDA

### Chapter 109 LAND USE DISTRICTS AND DESIGN DISTRICT OVERLAYS<sup>1</sup>

#### Sec. 109-1. General

The purpose of this chapter is to specify the different types of land uses that are permitted and prohibited within each land use district and the minimum standards to be used when developing property that is located within the city corporate boundaries through the application of a design district overlay. The intent of the land use and design regulations, described herein, are to promote the health, safety, and welfare of the community; to ensure that future growth and development which occurs in Eustis is consistent and compatible with the city comprehensive plan; is compatible with existing and planned development in the city in type, design, and location; is served by adequate public services and facilities; and in all other respects achieves and implements the goals, objectives, and policies of the city as contained in the city comprehensive plan.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

#### Sec. 109-2. Land use districts.

Editor's note(s)—Provisions pertaining to land use districts are set forth in the subsequent sections below, sections 109-2.1—109-2.8.

##### Sec. 109-2.1. Purpose and intent.

Development and adoption of the city comprehensive plan, specifically the future land use element and future land use map series, has established various land use classifications. These land use classifications are defined within the future land use element and delineated on the future land use map series of the city comprehensive plan, and shall be the determinants of permitted and prohibited activities within each specific land use district.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

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<sup>1</sup>Editor's note(s)—Ord. No. 16-31, § 1.d.(Exh. A), adopted Dec. 15, 2016, repealed the former subpt. B, land development regulations, ch. 109, and enacted a new chapter as set out herein. The provisions of former ch. 109 pertained to similar subject matter and derived primarily from Ord. No. 15-13, § 1(Exh. E), adopted Oct. 1, 2015. See the Code Comparative Table for additional historical derivations.

Cross reference(s)—Cross References: Concurrency, ch. 106; development standards, ch. 110; general building and site design standards, ch. 115; construction standards, ch. 118; resource protection standards, ch. 121

### Sec. 109-2.2. Districts enumerated.

The future land use element of the comprehensive plan contains definitive explanations and definitions for the below-referenced land use classifications. These same classifications, which are described in the city comprehensive plan, directly correspond to the land use districts that are used throughout this land development regulation and are listed below:

Residential	
RR	Rural Residential
<u>RRT</u>	<u>Rural Residential Transitional</u>
SR	Suburban Residential
UR	Urban Residential
MH	Manufactured Home Community
Commercial	
GC	General Commercial
Industrial	
GI	General Industrial
Mixed Use	
CBD	Central Business District
RT	Residential/Office Transitional
MCR	Mixed Commercial/Residential
MCI	Mixed Commercial Industrial
Other	
PI	Public/Institutional
AG	Agricultural
CON	Conservation

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016, Ord. No. 22-36, 12-01-2022)

### Sec. 109-2.3. Residential districts intent statements.

- (a) *Rural residential district (RR)*. This designation provides for large lot development near or on the periphery of the Eustis Urbanized Area. Densities of one unit per acre or less are appropriate in areas of steep slope near lakes where soil erosion is a potential problem and in remote locations where provision of urban services is not economically feasible.
- (b) *Rural residential transitional district (RRT)*. This designation provides for larger single-family lot development near or on the periphery of the Eustis Urbanized Area. Densities of three units per acre or less are appropriate in areas of rural and semi-rural, areas of steep slope near lakes where soil erosion is a potential problem and in remote locations where provision of urban services is not economically feasible. The RRT designation is intended to provide for single-family detached dwellings in a suburban and semi-rural atmosphere.
- (c) *Suburban residential district (SR)*. Areas designated suburban residential (SR) have a maximum density of five units to one acre. The SR designation is intended to provide for a mix of single-family detached, patio homes and townhouse-type dwellings in a suburban atmosphere.
- (d) *Urban residential district (UR)*. This designation applies to areas near the downtown core of the city. This land use designation has a maximum density of 12 units per acre.
- (e) *Manufacture home community (MH)*. This designation provides guidelines for mobile home and recreational vehicle parks. The purpose of this district is to provide for a mobile home urban environment in a rental park where the dwelling unit may or may not be owned by the tenant residing within, provided however, that the real property for the entire mobile home community is under single ownership.

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(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016, [Ord. No. 22-36, 12-01-2022](#))

**Sec. 109-2.4. Commercial districts intent statements.**

*General commercial district (GC).* An area consisting of primarily freestanding commercial land uses serving both motorists and local residents.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-2.5. Industrial districts intent statements.**

*General industrial district (GI).* This land use designation is provided for those businesses that may have one or more objectionable uses such as noise, dust or odor. The purpose of this district is to provide a method whereby industries necessary to the area, but with inherent characteristics which could prove obnoxious or detrimental to a different type of industrial operation, may locate in the most suitable and advantageous spots to minimize inconvenience to the general public. This district also offers greater economy and freedom to the industrial developer by the relaxation of certain standards and screening requirements within the district itself.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-2.6. Mixed use districts intent statements.**

- (a) *Central business district (CBD).* This land use designation has a mix of commercial, public/institutional and residential uses that is desired in the downtown areas.
- (b) *Residential/office transitional district (RT).* This land use designation applies to older residential areas having residential character, which are located adjacent to nonresidential development. The purpose is to provide for establishment of business and professional offices and limited retail and service business while maintaining residential character or compatibility.
- (c) *Mixed commercial/residential district (MCR).* This land use designation is intended to regulate the character and scale of commercial and residential uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby land uses, and provide for mixed use development.
- (d) *Mixed commercial/industrial district (MCI).* This land use designation is intended to provide for development of light manufacturing, distribution, corporate office and related commercial and industrial facilities in select high profile locations and in well planned environments.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-2.7. Other districts intent statements.**

- (a) *Public/institutional (PI).* This land use designation applies to public and quasi-public properties and other facilities that provide a community service.
- (b) *Agricultural district (AG).* This land use designation provides for general agricultural land uses outside the urban area and can limit the premature spread of urban growth and conversion of productive agricultural lands until and only if necessary in the future.
- (c) *Conservation district (CON).* This land use designation provides for lands that have environmental sensitivity and significance.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-2.8. Planned development overlay intent statements.**

- (a) The planned development overlay provides an opportunity for planned residential or mixed-use communities, containing a variety of residential structures and diversity of building arrangements, with complementary and compatible commercial or industrial uses or both; planned commercial centers with complementary and compatible residential or industrial uses or both; or planned industrial parks with complementary and compatible residential or commercial uses or both; developed in accordance with an approved development plan.
- (b) The planned development overlay provides an opportunity to allow for diversification of uses, structures, and open spaces in a manner compatible with existing and permitted land uses on abutting properties.
- (c) The planned development overlay shall preserve the natural amenities and environmental assets of the land by encouraging the preservation and improvement of scenic and functional open areas and shall encourage an increase in the amount and usability of open space areas by permitting a more economical and concentrated use of building areas than might be possible through conventional subdivision practices.
- (d) The planned development overlay shall provide an opportunity for application of innovative concepts of site planning in the creation of aesthetically pleasing living, shopping, and work environments on properties of adequate size, shape, and location.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-3. Land use district development intensity.**

The land use districts establish the maximum standards and limitations for density, intensity and impervious surface and minimum standards for required open space consistent with the limitations of the City of Eustis Comprehensive Plan. The design standards for an individual project shall be determined through the application of design district compatibility standards and limitations provided in section 109-5. The land use district development intensity shall be limited according to land use district (Table 1) and may be further restricted by design district designation and other locational criteria (Table 2):

**Table 1: Intensity limitations by land use district.**

LAND USE DISTRICT	Maximum Net Density (dwelling units (du) per net acre)	Intensity Range (Floor Area Ratio)	Maximum Building Height (Feet)	Minimum Open Space Required* (within the Wekiva Area)	Minimum Open Space Required (outside Wekiva Area)	Maximum Impervious Surface (Percentage of net buildable area)
RR	1 du/acre <sup>(1)</sup>	Not Applicable	35	25% <sup>(5)(6)</sup>	25% <sup>(5)</sup>	20% <sup>(5)</sup>
<b>RRT</b>	<b>3 du/acre<sup>(1)</sup></b>	<b>Not Applicable</b>	<b>35</b>	<b>25%<sup>(5)(6)</sup></b>	<b>25%<sup>(5)</sup></b>	<b>40%<sup>(5)</sup></b>
SR	5 du/acre <sup>(1)(2)</sup>	Not Applicable	35	25% <sup>(5)(6)</sup>	25% <sup>(5)</sup>	40% <sup>(5)</sup>
UR	12 du/acre <sup>(1)(2)</sup>	Not Applicable		20% <sup>(5)(6)</sup>	20% <sup>(5)</sup>	40% <sup>(5)</sup>
Single-family			35			
Multi-family			45			
MH	8 du/acre <sup>(1)</sup>	Not Applicable	35	50% <sup>(5)(6)</sup>	50% <sup>(5)</sup>	50% <sup>(5)</sup>
GC	Not Applicable	Up to 2.5 <sup>(4)</sup>	35	10% <sup>(5)(6)</sup>	5% <sup>(5)</sup>	75% <sup>(5)</sup>
GI	Not Applicable	Up to 2.5 <sup>(4)</sup>	35	10% <sup>(5)(6)</sup>	10% <sup>(5)</sup>	75% <sup>(5)</sup>

CBD			74 (6 stories)	Not Applicable	0%	100%
Residential	40 du/acre <sup>(2)(3)</sup>					
Nonresidential		3.0				
RT			35			
Residential	12 du/acre <sup>(1)(2)</sup>			20% <sup>(5)(6)</sup>	20% <sup>(5)</sup>	40% <sup>(5)</sup>
Nonresidential		Up to 2.5 <sup>(4)</sup>		20% <sup>(5)(6)</sup>	10% <sup>(5)</sup>	75% <sup>(5)</sup>
MCR			35			
Residential	12 du/acre <sup>(1)(2)</sup>			25% <sup>(5)(6)</sup>	25% <sup>(5)</sup>	40% <sup>(5)</sup>
Nonresidential		Up to 2.5 <sup>(4)</sup>		20% <sup>(5)(6)</sup>	15% <sup>(5)</sup>	75% <sup>(5)</sup>
MCI	Not Applicable	Up to 2.5 <sup>(4)</sup>	45	10% <sup>(5)(6)</sup>	10% <sup>(5)</sup>	75% <sup>(5)</sup>
PI	Not Applicable	Up to 2.5 <sup>(4)</sup>	35	20% <sup>(5)(6)</sup>	15% <sup>(5)</sup>	75% <sup>(5)</sup>
AG	1 du/5 acres <sup>(1)</sup>	Not Applicable	35	0%	0%	20% <sup>(5)</sup>
CON	Not Applicable	Up to 0.20 <sup>(4)</sup>	35	Not Applicable	Not Applicable	10% <sup>(5)</sup>

## Table Footnotes:

Generally: Specified densities and intensities will not be achieved in all cases. Compatibility standards and other land development regulations, including those regulating the interaction between land use districts and design districts, as related to each specific site's unique characteristics, will determine actual achievable densities and intensities.

1. Park requirements. (See Sec. 115-9.)
2. *Density bonuses for affordable housing.* Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5—15 percent in density in these classifications where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent.
3. The maximum of 40 units per acre is permitted in the portion of the central business district bordered on the west by Bay Street, south by Orange Avenue, east by Center Street and north by Clifford Avenue. The remainder of the Central Business District shall have a base maximum density of 12 du/acre and shall require a conditional use permit to develop up to 40 units per acre.
4. Allowable intensities incrementally decrease between downtown and outlying areas, and between corridors and neighborhoods, as specified in Table 2. Higher intensities apply in urban districts, medium intensities in suburban districts and lower intensities in rural districts. Similarly, within those districts, higher intensities apply along corridors and lower intensities in neighborhoods.
5. The minimum open space and maximum impervious surface requirements apply to the development as a whole, when common area is provided. In no case shall individual building lot coverage exceed 80 percent regardless of whether common area open space is provided for the development as a whole. Open space and impervious surface are defined in chapter 100.
6. Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35 percent of the net buildable area.

**Table 2: Intensity (floor area ratio) limitations by design district designation and further locational limitations**

All districts.

Unless maximum intensity is further restricted by either or both the underlying future land use designation or the maximum intensity column below, the following additional limitations apply:

- Any structure or portion thereof in urban and suburban design districts placed within 100 feet of a rural or suburban residential future land use district is limited to an FAR of 0.75.
- Any structure or portion thereof in rural design districts placed within 100 feet of a rural or suburban residential future land use district is limited to an FAR of 0.35.

Design District	Maximum Intensity <sup>(1)</sup> (FAR)	Additional Locational FAR Limitation
Urban Center	3.0	
Urban Corridor	2.5	Maximum 2.0 FAR: <ul style="list-style-type: none"> <li>• north of Pendleton Avenue</li> <li>• south of Lakeview Avenue</li> <li>• east of Exeter Street</li> </ul>
Urban District	2.0	
Urban Neighborhood	0.35	
Suburban Center	2.0	
Suburban Corridor	2.0	Maximum of 1.0 FAR <ul style="list-style-type: none"> <li>• along Orange Avenue</li> </ul>
Suburban District	2.0	
Suburban Neighborhood	0.35	
Rural Center	0.75	
Rural Corridor	0.75	
Rural District	0.75	
Rural Neighborhood	0.35	

Table Footnotes:

1. Intensity range is specified primarily by future land use district per the comprehensive plan. Maximum intensity by design district does not supersede those maximum intensities established for each future land use district in the comprehensive plan.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016; Ord. No. 19-22 , § 1(Exh. A), 8-1-2019, [Ord. No. 22-36, 12-01-2022](#))

**Sec. 109-4. Use regulations table.**

- (a) No building, structure, land, or water shall hereafter be used or occupied, except in conformity with the regulations herein specified for the district in which it is located.
- (b) *Use table key.*
  - (1) *Uses permitted by right (P).* A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable requirements of these regulations, including the compatibility determination and design regulation.
  - (2) *Uses permitted with limitations—Limited uses (L).* An "L" indicates a use that will be permitted subject to the use limitations in the "Standards" column.
  - (3) *Conditional use (C).* A "C" indicates a use that is allowed only where approved as a conditional use by the city commission in accordance with the procedures of section 102-30. Conditional uses are subject to all other applicable requirements of these regulations.
  - (4) *Uses not allowed.* A blank cell in the use table indicates that a use is not allowed in the respective district.

SPECIFIC USE	Residential						Commer cial and Industrial		Mixed Use				Other			Standards
	R R	<u>R</u> <u>R</u> <u>I</u>	S R	U R	M H		GC	GI	CB D	R T	MC R	M CI	P I	A G	CO N	
KEY: P = Permitted Use L = Permitted Subject to Limitations in Standards Column C = Conditional Use Blank = Not Permitted																
Agricultural																
Agricultural, general		P	<u>P</u> L	€	€	€	€	€	€	€	€	€		P	L,C	4, 16
Commercial poultry farm														C		
Commercial swine farm														C		
Residential																
Accessory Apt.		C	<u>C</u>	C	P				P	P	P			C		
Bed & Breakfast		C	<u>C</u>	C	C	C	P		P	P	P			C		
Boarding and Rooming House					C		P		C	C	P					
Group Home; 6 or fewer residents		P	<u>P</u>	P	P		C		P	P	P			P		
Group Home; 7 or more residents		C	<u>C</u>	C	C		C		C	P	P			C		

Home occupation		L	<u>L</u>	L	L	L	P		P	P	P			L		6; additional standards in Sec. 110-5.9
Live Work					C				P	P	P					
Mobile Home						P								C		
Multi-family				L	P		L		P	P	P					2, 7, 8 (as part of PUD)
Recreational vehicle park						P										
Single family detached		P	<u>P</u>	P	P	P				P	P			P		
Single family attached (duplex, row house, townhouse)				P	P					P	P					
Recreation Facilities																
Golf Course		L	<u>L</u>	L										L		8
Marina				C	C		P		C		C	C	P			
Parks: tot lot, passive, and picnic		P	<u>P</u>	P	P	P	P		P	P	P	P	P	P	L	3
Regional park; amphitheater			<u>C</u>	C	C		P		C	P	P		P	C		
Nature, ecology facilities		C	<u>P</u>	P	P	P	P						P	L	L	3
Sports Complex			<u>C</u>	C			P	P			P	P	P	C		
Shooting Range, indoor							P	P				P	P			
Shooting Range, outdoor		C	<u>C</u>	C				C				C	C	C		11
Commercial																
All commercial and office except as						L	P		P	C	P	P				1



specified below																	
Adult							L										12
Car sales, leasing and related services						P	P	C	C	C	C						
Car Wash, Automated						P	P			P	P						
Car Wash, full or self-service						P	P		C	C	C						
Convenience store w/gas station					L	P	P	P	C	P	P						1
Convenience store w/o gas					L	P	P	P	C	P	P						1
Commercial, neighborhood				L	L	L	P	P	P	C	P	P					1,5
Drive-thru sales or service							P	P	C	C	P	P					
Dry cleaning/laundry					L	P		P	C	P	P						1
Fast Lube/Oil Change							P	P			P	P					
Food and beverage store/incl. alcohol					L	P		P	C	P	P	L					1,9
Hotel							P		P	C	P	P					
Mobile Vendor							P	P	L, C		P	P					14
Outdoor Kennel							C	P			C	C		P			
Package store							P		P	C	P	P					
Parking, commercial							P		P	C	P	P	L				9
Pharmacy							P	C	P	C	P	P					
Restaurant, no drive-thru					L	P		P	C	P	P	L					1,9
Restaurant with drive-thru							P		C	C	P	P					
Retail sales and service					L	P	C	P	C	P	P	L					1,9

Self-service storage								P	P				P	P					
Vehicle parts and accessories (sales)								P	P	P	C	C	P						
Vehicle service, general								P	P	P	C	C	P						
Vehicle service, major									P				P						
Office																			
Professional services and general office						L		P	P	P	P	P	P						5,7
Industrial																			
All light industrial/research except as listed below									P	P			P	C					
Crematorium									C										
Heavy industrial									P										
Research lab w/o manufacturing								P	P	P	C	C	P						
Warehouse and freight movement									P					L					10
Wholesale trade									P					L					10
Community/Service Uses																			
Child daycare centers; nursery schools		C	<u>C</u>	C	P	L	P			P	P	P	P	P					1
Churches and accessory uses, including schools		C	<u>C</u>	C	C	L	P			P	P	P	P	P					1
College or University		C	<u>C</u>	C	C		P			P	C	P	P	P					
Elementary school		P	<u>P</u>	P	P	P	P	C	C	P	P	C	P						
Middle school		C	<u>C</u>	C	C	C	P	C	C	P	P	P	P						
High school		C	<u>C</u>	C	C	C	P	C			P	P	P	P					

Vocational school							P	P	C	C	P	P	P			
Government buildings		C	<u>C</u>	C	C	L	P	P	P	P	P	P	P	P		1
Hospitals							P				P	P	P			
Nursing home							P		P	P	P	P	P			
Public services/utilities		L, C	<u>L</u> <u>C</u>	L, C	L, C	L, C	L, C	L, C	L, C	L, C	L, C	L, C	P	C	C	13 - 2 ac in Res/5 Ac in Mixed & GI
Wireless Communication Antenna and/or Towers		C	<u>C</u>	C	C	C	C	P	C	C	C	C	P	C	C	
Wireless Communication Antenna and/or Towers Camouflaged		C	<u>C</u>	C	C	C	C	P	P	P	P	P	P	P	C	

*Standards.*

- (1) The "Limited" uses in MH are permitted as a use upon site plan approval and when they are integrated into the rental park specifically for the purpose of serving the residents of the park; and where the total site area for the facilities does not exceed two percent of the overall land area in the rental park.
- (2) In the general commercial district, the "Limited" residential uses are limited to the upper floors of buildings above ground-level commercial and office uses.
- (3) In the conservation land use district, outdoor recreation facilities are limited to interpretive and educational features and related facilities for nature study and enjoyment. All structures/facilities shall be of an unobtrusive nature to enable a compatible mixture of natural and manmade features, including but not limited to the following: boardwalks and nature/hiking trails; environmental/ecological education centers; and shelters/restrooms and other similar uses.
- (4) Agricultural uses are limited to silviculture and native range land only in the conservation land use category unless specified otherwise as part of a conditional use permit.
- (5) Neighborhood scale commercial uses may be permitted within these districts when limited in scale consistent with a residential structure on a lot when a development of 50 homes or greater is approved or as part of a planned unit development master plan on previously undeveloped property. These uses are not permitted in established and existing neighborhoods.
- (6) Home occupation which: a) is clearly incidental and subordinate to the use of the dwelling unit as a residence; b) is conducted only by members of the family residing in the dwelling unit and entirely within the principal structure; c) does not offer products for sale from the premises; d) does not alter or change the residential character or exterior appearance of the dwelling unit and no evidence of the use is visible or audible from the exterior of the residential property; e) does not generate traffic in excess of that customary at residences; and f) where no commercial vehicles or equipment associated with the business are kept on premises unless stored in an enclosed structure or screened from view from the street or adjacent properties unless otherwise permitted by these regulations.

- 
- (7) Limited to the building type design standards of the applicable design district, chapter 110.
  - (8) Allowed when the facility is in conjunction with a planned unit development.
  - (9) Allow commercial as general accessory, complementary use with a marina and/or outdoor recreation facilities in PI.
  - (10) The size and scale of the wholesale facility shall be compatible and consistent with the adjacent building typologies.
  - (11) An outdoor shooting range is permitted as a conditional use only in suburban residential land use districts located within a rural design district.
  - (12) Must be consistent with chapter 10 of the Code of Ordinances.
  - (13) In SR, UR, MH: Public and utility services and facilities that are two acres or less in size are also permitted. In GC, CBD, RT, MCR, GI: Public and utility services and facilities that are five acres or less in size are also permitted.
  - (14) In the CBD, the "Limited" mobile vendor use applies to mobile vendors in conjunction with city sponsored or city sanctioned events as approved by the city manager. Mobile vendors offering food service only (food trucks) proposing regular operation in the CBD may apply for a conditional use permit approval by city commission; provided the proposed operation is located on a developed site where the food truck use is managed by and/or operated dependently in association with an eating and/or drinking establishment located in an onsite building with restroom facilities. All mobile vendors are required to apply for and obtain a business tax receipt. Application requirements include letter of permission from the property owner, site plan layout showing driveway connection, and location that does not impede access to the site or required parking.
  - (15) *Permitted accessory uses/structures.* Uses and/or structures that are customary and secondary to the primary use or structure permitted by the land use district and meet any additional requirements listed in section 110-5, for special accessory uses where applicable.
  - (16) Agricultural uses may continue in the RRT land use prior to commercial or residential subdivision development of the property. Agricultural uses shall be allowed in subdivision developments where subject lots are greater than one-half acre in size or are the intended part of a PUD. Agriculture uses in RRT on property that is already within the City of Eustis, shall not be allowed where 75% or more of the subject property is surrounded by predominantly residential or other incompatible uses.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016; Ord. No. 19-12, § 1(Exh. A), 5-2-2019; Ord. No. 20-45 , § 1, 11-19-2020, Ord. No. 22-36, 12-01-2022)

**Sec. 109-5. Design districts.**

Editor's note(s)—Provisions pertaining to design districts are set forth in the subsequent sections, sections 109-5.1—109-5.8, below.

**Sec. 109-5.1. Purpose and intent.**

The design districts function to establish a consistent method for regulating a variety of uses and building types through specific performance standards which are regulated through three distinct development patterns and four design districts as identified in figure 1.0 as they may be amended from time to time in accordance with chapter 102. These design districts apply to all land parcels within the city other than those with a conservation land use designation.

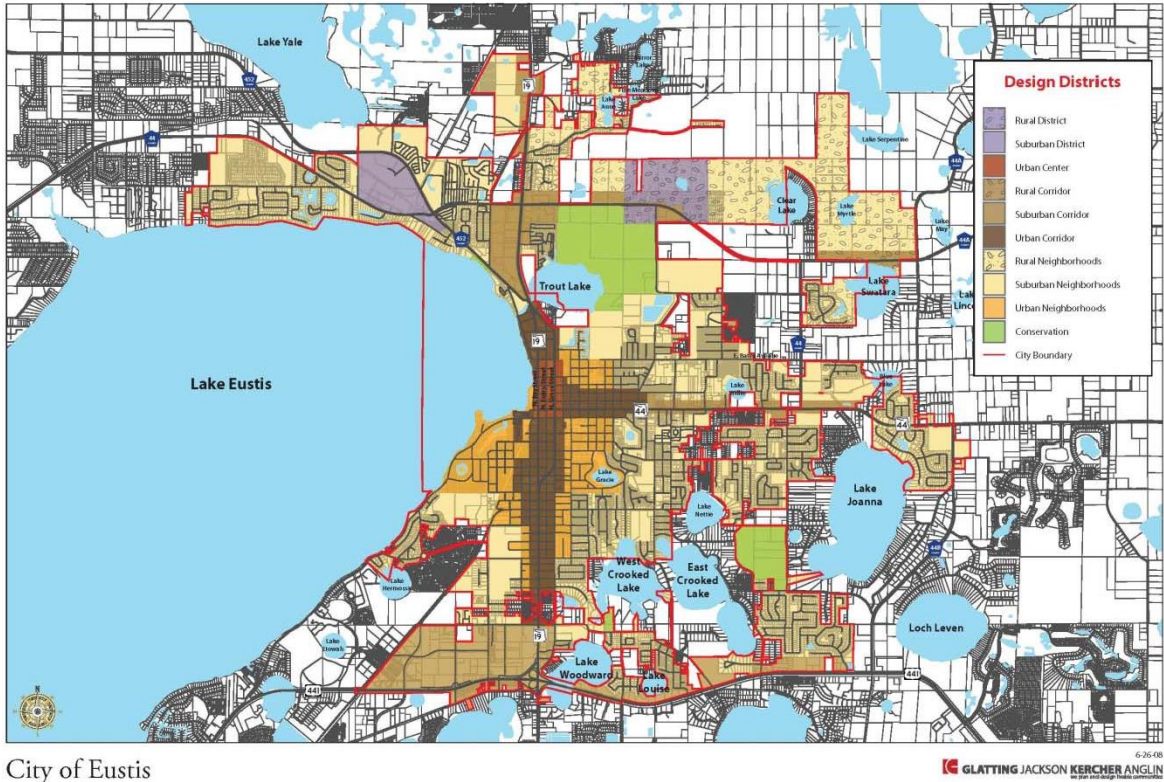


Figure 1.0 Design Districts by Development Pattern

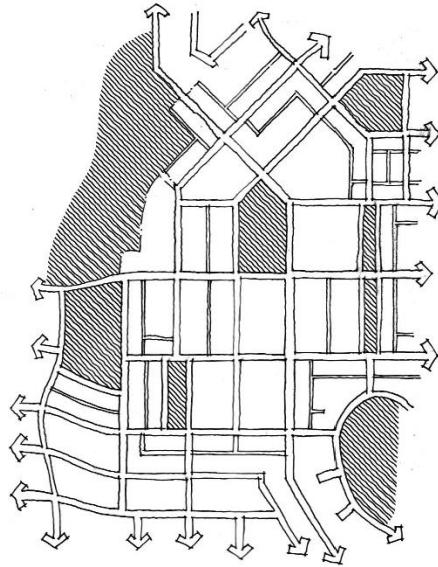
(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-5.2. Districts enumerated.**

- (a) *Development pattern and design districts.* The development patterns will be classified as urban, suburban or rural. Within each development pattern there are four design districts. They are categorized as 1) Neighborhood (NHB), 2) District (DST), 3) Center (CTR) and 4) Corridor (COR). The following sections include a graphic to illustrate each development pattern, a brief description of the development pattern, definitions of each of four design districts as they relate to that particular development pattern, and development and design standards for each design district.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-5.3. Urban development pattern intent statements.**



- (a) *Intent.* The urban development pattern relies primarily on a system of interconnected street grids that prioritizes pedestrians and transit features and links civic buildings, squares, parks and other neighborhood uses. Usable public open space organizes development to make a place. This pattern is characterized by a mix of building typologies with a defined center which can be a park, civic space or neighborhood commercial/retail feature.
- (b) *Form.* Usable public open space organizes development to make a place. Mix of unit types with focus on "center" park, civic or neighborhood commercial/retail feature.
- (c) *Design districts.*
- (1) *Urban neighborhood.*
    - a. *Definition.* Predominately residential uses with some neighborhood scale commercial services.
    - b. *Structure.* Interconnected streets and blocks with alleys
    - c. *Form.* Mix of unit types with focus on "center" park, civic or neighborhood commercial/retail feature
  - (2) *Urban district.*
    - a. *Definition.* Areas of a predominant single use, such as warehouses, office parks, and campuses.
    - b. *Structure.* All uses have public street access. Streets and alleys connect to other streets. Cul-de-sacs, T-turnarounds and gated or dead-end streets are not generally permitted.
    - c. *Form.* Usable public open space organizes development to make place.
  - (3) *Urban center.*
    - a. *Definition.* Mix of commercial, office, and multifamily uses with a public space or water body and a main street.
    - b. *Structure.* Development blocks organized with streets and alleys/driveways.
    - c. *Form.* Usable public open space organizes development to make place.
  - (4) *Urban corridor.*
    - a. *Definition.* Linear concentrations of typically commercial uses, predominately auto-oriented uses. The parcel size is primarily shallow in nature, compatible with the adjacent neighborhoods.

- b. *Structure*. Interconnected driveways or rear lanes, access ways
- c. *Form*. Predominately single-use areas that may include a mix of uses, retail, and residential.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

#### Sec. 109-5.4. Urban performance standards

The city has established four distinct design districts within the urban area: neighborhood, center, corridor and district. The following provisions apply to all urban districts. Specific standards by district are also included herein.

- (1) *Urban Building Lot Types*. The following building lot types are permitted within the city's urban area.

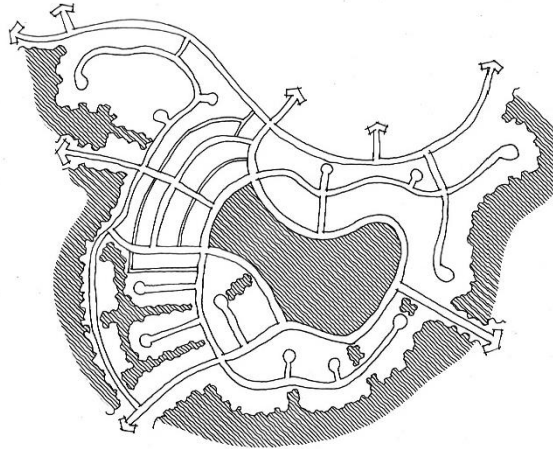
Building Lot Types	Urban			
	NHD	DST	COR	CTR
HOMESTEAD				
ESTATE	X			
HOUSE	X		X	X
COTTAGE	X(2)			X
DUPLEX	X		X	X
TOWNHOUSE	X		X	X
APARTMENT HOUSE	X		X	X
COURTYARD APARTMENT	X		X	X
APARTMENT BUILDING	X		X	X
LIVE/WORK BUILDING	X		X	X
MIXED-USE BUILDING	X(1)		X	X
MULTI-STORY COMMERCIAL BUILDING	X(1)		X	X
LARGE-FORMAT RETAIL BUILDING		X	X	X
COMMERCIAL BUILDING		X	X	X
PEDESTAL BUILDING				X
LINER BUILDING				X
INDUSTRIAL BUILDING		X		
CIVIC BUILDING	X	X	X	X
APARTMENT COMPLEX			X	
RETAIL COMPLEX		X	X	

(X) permitted, Blank cell- prohibited

- (1) The size shall be limited to neighborhood scale.
- (2) Up to four cottage building lot types when developed as one project, may apply for a waiver to permit an averaging of the side setback.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-5.5. Suburban development pattern intent statements.**



- (a) *Intent.* The suburban development pattern relies primarily on a pattern of residential development that provides the majority of property owners with substantial yards on their own property. The street layout, comprised of streets with fewer vehicular connections, helps to reduce cut-through traffic and establishes distinct boundaries for residential communities/subdivisions. Nonresidential uses are primarily located on corridors, districts and a mix of uses is prominent in centers. Each land use provides for pedestrian and bicycle connections.
- (b) *Design districts.*
- (1) *Suburban neighborhood.*
    - a. *Definition.* Predominately residential uses with some neighborhood scale commercial services.
    - b. *Structure.* Interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
    - c. *Form.* Mix of detached residential uses with some neighborhood supporting retail, parks and civic spaces as focal points in the neighborhoods.
  - (2) *Suburban district.*
    - a. *Definition.* Areas of a predominant single use, such as warehouses, office parks, and campuses.
    - b. *Structure.* The street system is designed to accommodate the density, intensity, and form of suburban development and provides functional connections that link neighborhoods to shopping areas.
    - c. *Form.* Predominately single use areas.
  - (3) *Suburban center.*
    - a. *Definition.* Mix of commercial, office, and potentially multifamily residential uses.
    - b. *Structure.* Development blocks organized with streets, pedestrian walkways and driveways.
    - c. *Form.* Mix of nonresidential uses from office to commercial with supportive uses adjacent to larger use types.
  - (4) *Suburban corridor.*
    - a. *Definition.* Linear concentrations of typically commercial uses, predominately auto-oriented uses. The parcel size ranges from large areas of depth to shallow in nature, compatible with the adjacent neighborhoods.
    - b. *Structure.* The street system is designed to accommodate the density, intensity, and form of suburban development and provides functional connections that link neighborhoods to shopping areas.



- c. *Form*: Predominately single-use areas that may include a mix of uses, retail, and residential.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-5.6. Suburban performance standards.**

The city has established four distinct design districts within the suburban area: neighborhood, center, corridor and district. The following provisions apply to all districts. Specific standards by district are also included herein.

- (1) *Suburban building lot types*. The following building lot types are permitted within the city's suburban area:

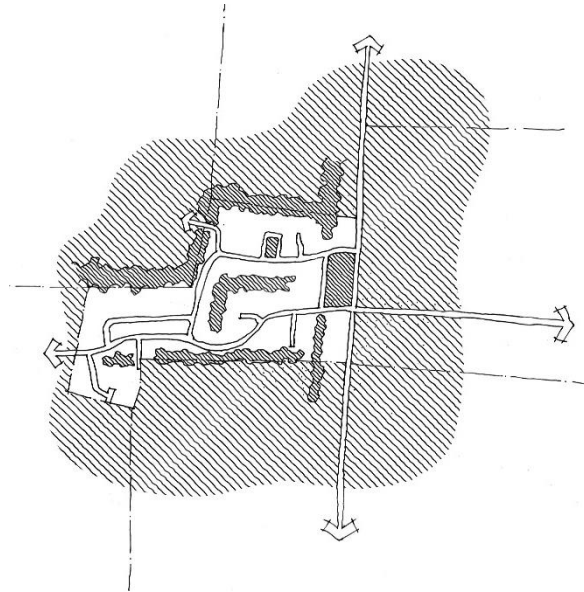
Building Lot Types	Suburban			
	NHD	DST	COR	CTR
HOMESTEAD				
ESTATE	X		X(3)	
HOUSE	X		X(3)	
COTTAGE			X(3)	
DUPLEX	X		X(3)	
TOWNHOUSE	X(2)		X	X
APARTMENT HOUSE	X(2)		X	X
COURTYARD APARTMENT	X(2)		X	X
APARTMENT BUILDING	X(2)		X	X
LIVE/WORK BUILDING			X	X
MIXED-USE BUILDING	X(1)		X	X
MULTI-STORY COMMERCIAL BUILDING	X(1)		X	X
LARGE-FORMAT RETAIL BUILDING		X	X	
COMMERCIAL BUILDING		X	X	
PEDESTAL BUILDING		X		
LINER BUILDING				
INDUSTRIAL BUILDING		X		
CIVIC BUILDING	X	X	X	X
APARTMENT COMPLEX			X	X
RETAIL COMPLEX		X	X	X
INDUSTRIAL COMPLEX		X		

(x) permitted, Blank cell - prohibited

- (1) The size shall be limited to neighborhood scale.
- (2) All apartment, town home building types are permitted only on parcels with an MCR land use designation or as a part of a mixed-use project that requires a minimum of 15 percent of the development acreage to be devoted to nonresidential support uses.
- (3) Permitted within a PUD.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

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



- (a) *Intent.* The rural development pattern relies primarily on a pattern of clustered residential development that provides substantive open space that serves to preserve and enhance the rural view shed and character of the community. Nonresidential uses are primarily located in centers and may contain a mix of uses.
- (b) *Design districts.*
- (1) *Rural neighborhood.*
    - a. *Definition.* Predominately residential uses where a portion of the land is designated as undivided, permanent open space of a site in an effort to preserve the existing natural resource areas while providing a significant amount of open space.
    - b. *Structure.* Developable land is subdivided into buildable lots. This development option provides an opportunity for communities to meet both their development and conservation goals by concentrating homes in a small portion of a site in an effort to preserve the existing natural resource areas on a larger scale.
    - c. *Form.* Preservation of natural landscape organizes development to make a place.
  - (2) *Rural district.*
    - a. *Definition.* Areas of a predominant single use, such as warehouses, office parks, and campuses.
    - b. *Structure.* Development is organized to help efficient use of land for a single use district.
    - c. *Form.* Predominately single-use areas.
  - (3) *Rural center.*
    - a. *Definition:* Mix of neighborhood scale commercial, office, and residential uses with a public space, preservation space or water body and a main street.
    - b. *Structure:* Development blocks organized with streets and alleys (where applicable)/driveways while preserving large areas of land for conservation, open space and/or preservation.
    - c. *Form:* Preservation of natural landscape organizes development to make a place. Mix of unit types with focus on "center" park, civic or neighborhood commercial/retail feature.

(4) *Rural corridor.*

- a. *Definition.* Linear concentrations of roadways that preserve scenic views and existing open vistas, and protect the integrity of the existing rural community character.
- b. *Structure.* Interconnected driveways, access-ways.
- c. *Form.* Predominately rural roadways with adjacent single use areas.

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

**Sec. 109-5.8. Rural performance standards.**

The city has established four distinct design districts within the rural area: neighborhood, center, corridor and district. The following provisions apply to all districts. Specific standards by district are also included herein.

(1) *Rural building lot types* The following building lot types are permitted within the city's rural area.

Building Lot Types	RURAL			
	NHD	DST	COR	CTR
HOMESTEAD	X			
ESTATE	X			
HOUSE	X			X
COTTAGE				X
DUPLEX	X			X
TOWNHOUSE				X
APARTMENT HOUSE				X
COURTYARD APARTMENT				
APARTMENT BUILDING				
LIVE/WORK BUILDING				X
MIXED-USE BUILDING				X
MULTI-STORY COMMERCIAL BUILDING				X
LARGE-FORMAT RETAIL BUILDING				
COMMERCIAL BUILDING				
PEDESTAL BUILDING				
LINER BUILDING				
INDUSTRIAL BUILDING		X		
CIVIC BUILDING	X	X	X	X
APARTMENT COMPLEX				
RETAIL COMPLEX			X	
INDUSTRIAL COMPLEX		X	X	

(X) permitted, Blank cell- prohibited

(Ord. No. 16-31, § 1.d.(Exh. A), 12-15-2016)

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## Chapter 110 DEVELOPMENT STANDARDS<sup>2</sup>

### Sec. 110-1. Development regulations.

Editor's note(s)—Provisions pertaining to development regulations are set forth in the subsequent section, § 110-1.1, below.

#### Sec. 110-1.1. Application of district regulations.

The regulations within each district shall be minimum or maximum limitations, as the case may be, and shall apply consistently and uniformly to each class or kind of structure based upon the compatibility requirements provided herein, to each use, and to all land or water other than those properties with a conservation land use designation. The following general regulations shall apply, except where expressly modified elsewhere in these regulations.

- (a) *Land use district affects use or occupancy.* No building, structure, land, or water shall hereafter be used or occupied, and no building, structure, or part thereof shall hereafter be erected, constructed, reconstructed, located, moved, or structurally altered except in conformity with the regulations herein specified for the district in which it is located.
- (b) *Land use district affects height, population density, coverage, and open spaces.* No building or structure shall hereafter be erected or altered in any manner contrary to the provisions of these regulations, including, but not limited to:
  - (1) Exceeding height, bulk, or floor area;
  - (2) Providing a greater number of dwelling units; or
  - (3) Occupying a greater percentage of lot area.
- (c) The design districts function to establish a consistent method for regulating the form of a variety of uses and building types through specific performance standards that are provided in chapter 110 and are regulated through three distinct development patterns and four design districts as identified in figure 1.0 in section 109-5.
- (d) *Design district affects building frontage, yards, and lot size.* No building or structure shall hereafter be erected or altered in any manner contrary to the provisions of these regulations, including, but not limited to:
  - (1) Providing less building frontage,
  - (2) Providing narrower or smaller yards (or in some cases larger yards), courts, or other buffers; or
  - (3) Providing less separation between buildings or structures or portions of buildings or structures.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

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<sup>2</sup>Editor's note(s)—Ord. No. 16-31, § 1.e.(Exh. A), adopted Dec. 15, 2016, repealed the former subpt. B, land development regulations, ch. 110, and enacted a new chapter as set out herein. The provisions of former ch. 110 pertained to design district standards and derived primarily from Ord. No. 15-13, § 1(Exh. F), adopted Oct. 1, 2015. See the Code Comparative Table for additional historical derivations.

Cross reference(s)—Concurrency, ch. 106; land use and design districts, ch. 109; general building and site standards, ch. 115; construction standards, ch. 118; resource protection, ch. 121.

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**Sec. 110-2. Measurement of standards.**

- (a) *Density.*
- (1) The number of residential dwelling units permitted per net buildable acre of land.
  - (2) In the determination of the number of residential dwelling units to be permitted on a specific parcel of land, a fractional unit shall not entitle the applicant to an additional unit.
- (b) *Height.*
- (1) Height of building is the vertical distance above finished grade to the highest point of a flat roof, to the deck line of a mansard roof, or to the average height of a roof having a pitch.
  - (2) The height of a stepped or terraced building is the maximum height of any segment of the building.
  - (3) In floodprone areas where minimum floor elevations have been established by law, which exceed the minimum point of measurement established by this section, the building height shall be measured from such required minimum floor elevations.
  - (4) Height limitations do not apply to the following: appurtenances/structures, and other similar structures as determined by the development services director:
    - a. Flagpoles; antennas and transmission towers in conformance with these regulations; water tanks or fire towers; heating, ventilation or air conditioning equipment, elevator shafts, chimneys and unenclosed roof-top stairways/ladders (when and specifically as required by the building code) on buildings with four or more stories; or
    - b. Feed storage structures.
    - c. Roof ornaments including spires, belfries, steeples, minarets, clock towers, or cupolas, or any other ornaments or appurtenances that are placed at or rising above the roof level may be made a part of residential or nonresidential structures.
      1. In all residential districts, roof ornaments may be affixed to residential structures, and rooftops may be used for accessory uses such as swimming pools, spas, cooking facilities, playing courts, wet bars, railings, tables, chairs, umbrellas, tents and similar uses, provided no portion of any roof ornament or accessory use exceeds the maximum height limit for the applicable land use district.
      2. Roof ornaments associated with nonresidential structures in all land use districts shall be subject to the following:
        - i. No horizontal plane of the roof ornament shall exceed five percent of the total floor area of the building to which it is attached, nor shall the horizontal planes of all roof ornaments associated with the building exceed five percent of the total floor area of the building.
        - ii. The height of a roof ornament may extend beyond the maximum height allowed in the district, but the amount of such extension shall not exceed 20 percent of the maximum height for the land use district in which the property is located. A cupola or other ornament may be placed atop a roof ornament, but in such case the roof ornament shall be considered a single ornament for purposes of this section.

(c) *Lot area.* Minimum lot areas shall be exclusive of public rights-of-way or private streets and all lands seaward of the mean high water line.

(d) *Lot width.* Width of a lot shall be considered to be the average distance between straight lines connecting front and rear lot lines at each side of the lot, measured as straight lines between the foremost points of the side lot lines in front (where they intersect with the street line) and the rear-most points of the side lot lines in the rear. The width between the side lot lines at their foremost points in the front shall not be less than 80 percent of the

required lot width except in the case of lots on the turning circle of a cul-de-sac, where the width shall not be less than 60 percent of the required lot width or 60 feet, whichever is smaller.

- (e) *Site area.* The minimum area required for a particular type of development. The site may then be divided into smaller lots.
- (f) *Yards.*
- (1) *In general.* Every part of every required yard shall be open and unobstructed from 30 inches above the general ground level of the graded lot upward to the sky except as hereinafter provided or as otherwise permitted in these land use regulations.
  - (2) *Types of yards and areas.*
    - a. There are four types of yards: street, common lot, rear/alley, and lakefront. The building type standards regulate the street, common lot, and rear/alley yard areas as a part of the building envelope. Lakefront setbacks are included in section 121-9.
    - b. Corner lots and through lots shall be considered to have two street yards and two common lot yards. However, where a deed restriction is recorded prohibiting vehicular access along the entire frontage of one of the two street frontages for a through lot, that street frontage shall not be considered a street yard.
- (g) *Measurement of yards.*
- (1) Depth of a required street yard shall be measured at right angles to a straight line joining the foremost points of the side lot lines. The foremost point of the side lot lines, in the case of rounded property corners at street intersections and cul-de-sac lots, shall be assumed to be the point at which the side and front lot lines would have met without such rounding. However, for cul-de-sac lots in residential districts, no required street yard shall be less than ten feet in depth.
  - (2) Width of a required street yard shall be measured in such a manner that the yard established is a strip of the minimum width required by district regulations with its inner edge parallel with the side lot line.
  - (3) Depth of a required rear or alley yard shall be measured in such a manner that the yard established is a strip of the minimum width required by district regulations with its inner edge parallel with the rear lot line.
- (h) *Exemptions.*
- (1) In all districts, roof overhangs and chimneys may project into a required yard not more than three feet where the required yard is eight feet or more in width. Roof overhangs may project into a required yard not more than two feet where the required yard is less than eight feet in width. In those districts where side yards are permitted to be less than five feet, roof overhang projections are prohibited.
  - (2) Fire escapes, stairways and balconies, whether unroofed, open and unenclosed, or enclosed, shall not intrude into required yards.
  - (3) Except as provided for below, fences, drives, privacy walls, parking lots and vegetation are permitted in required yards, provided such structures or vegetation do not block visibility at intersections or at vehicular access points to roadways.
  - (4) Air-conditioning, mechanical, electrical and plumbing equipment located at above ground level or elevated due to FEMA elevation requirements is exempt from common lot and rear/alley yard setback requirements. In no case shall such equipment be located closer than three feet from the property line or in any easement.
  - (5) Satellite dishes, in excess of one meter in diameter shall not be located on any residential building type lot between the main residential structure and street frontages.
  - (6) The building lot typologies specify the setbacks permitted within each building lot type and provide a minimum and maximum range. Approved lot splits prior to July 3, 2008, that have a reduced lot size, or depth shall be permitted to utilize the building lot types permitted within the perspective design district. Infill development shall rely on the established street yard setback for the street the building shall be constructed on. If the building setbacks vary, setback averaging shall occur. Calculation of the setback will be

the measurement of existing setbacks per building on the block in which the new building shall be located. The setback may vary no more than 5' on any side, front or rear.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

### **Sec. 110-3. Development pattern and design districts.**

The development patterns are classified as urban, suburban or rural. Within each development pattern there are four design districts. They are categorized as 1) Neighborhood (NHB), 2) District (DST), 3) Center (CTR) and 4) Corridor (COR). These development patterns and district combinations are defined and described with graphic illustrations in chapter 109. The design development standards for each pattern and district are provided herein.

- (a) *Building lot types.* There are eighteen building lot types and three complex lot types.
- (1) **HOMESTEAD:** a building lot located and designed to accommodate a detached building with large common lot yards, rear yards and street yards for a rural area.
  - (2) **ESTATE:** a building lot located and designed to accommodate a detached building with large common lot yards, rear yards and street yards.
  - (3) **HOUSE:** A building lot located and designed to accommodate a detached building with small common lot yards and a large street yard.
  - (4) **COTTAGE:** A building lot located and designed to accommodate a small detached building with small common lot and street yards.
  - (5) **DUPLEX:** A building lot located and designed to accommodate a building with small common lot yards and a large street yard and containing two attached dwellings.
  - (6) **TOWNHOUSE:** A building lot located and designed to accommodate a building with common walls on both side building lot lines and a private garden to the rear.
  - (7) **APARTMENT HOUSE:** A building lot located and designed to accommodate a detached building which resembles a large house but which contains multiple dwellings above and beside each other.
  - (8) **COURTYARD APARTMENT:** A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to the street.
  - (9) **APARTMENT BUILDING:** A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk.
  - (10) **LIVE-WORK BUILDING:** A building lot located and designed to accommodate an attached or detached building with residential uses, commercial uses, or a combination of the two within individually occupied live-work units, all of which may occupy any story of the building.
  - (11) **MIXED-USE BUILDING LOT:** A building lot located and designed to accommodate a multi-story building with multiple dwellings in upper stories and various commercial uses in any stories.
  - (12) **MULTI-STORY COMMERCIAL BUILDING:** A building lot located and designed to accommodate a multi-story building with commercial and office uses in any story.
  - (13) **LARGE-FORMAT RETAIL BUILDING:** A building lot located and designed to accommodate a large footprint building with one or more uses.
  - (14) **COMMERCIAL BUILDING:** A building lot located and designed to accommodate single use office and retail that are predominately located on corridors as part of a retail complex.
  - (15) **PEDESTAL BUILDING:** A building lot located and designed to accommodate the tallest permissible building whose primary facade must be stepped back to reduce its apparent bulk when viewed from the sidewalk.

- (16) **LINER BUILDING:** A building lot located and designed to accommodate a large footprint building such as a parking garage, cinema, supermarket, etc., which is surrounded by a liner building which conceals large expanses of blank walls and faces the street with ample windows and doors opening onto the sidewalk.
- (17) **INDUSTRIAL BUILDING:** A building lot located and designed to accommodate industrial uses.
- (18) **CIVIC:** A building lot located and designed to accommodate a building containing public or civic uses such as community services, day care, education, government, places of worship, or social services.
- (19) **APARTMENT COMPLEX:** A complex is located and designed for development over five acres in size and accommodates one or more multifamily building lot types.
- (20) **RETAIL COMPLEX:** A complex is located and designed for development over five acres in size and accommodates commercial buildings, large format retail building lot type, mixed use building lot types, and multi-story commercial building lot types. A block structure will be required for this type of development and is outlined in section 115-7.1(a).
- (21) **INDUSTRIAL COMPLEX:** A complex is located and designed for development over five acres in size and accommodates multiple industrial building types in one complex.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

#### Sec. 110-4. Building lot types.

The following pages illustrate the permitted building lot types within the city. The use of lot types does not require the parcel to be a platted lot. Each building lot type has an illustrative example of the building type and a table that reflects minimum and maximum ranges permitted by building lot type. Each area type, rural, suburban and urban customizes the permitted ranges and shall be referenced in the relevant sections. Refer to sections 110-3.1, 3.2 and 3.3 for the permitted building lot types by area type.

There are several categories of regulation in the table which are described as follows.

- (a) *Lot requirements.* Provisions for minimum and maximums of lot depth, width, and lot size.
- (b) *Building envelope standards.* Provide setback requirements for: street, common lot and rear or alley setbacks. The following illustration identifies the types of setbacks included in the building lot types

The following illustrations show examples of how the frontage building requirements may apply.





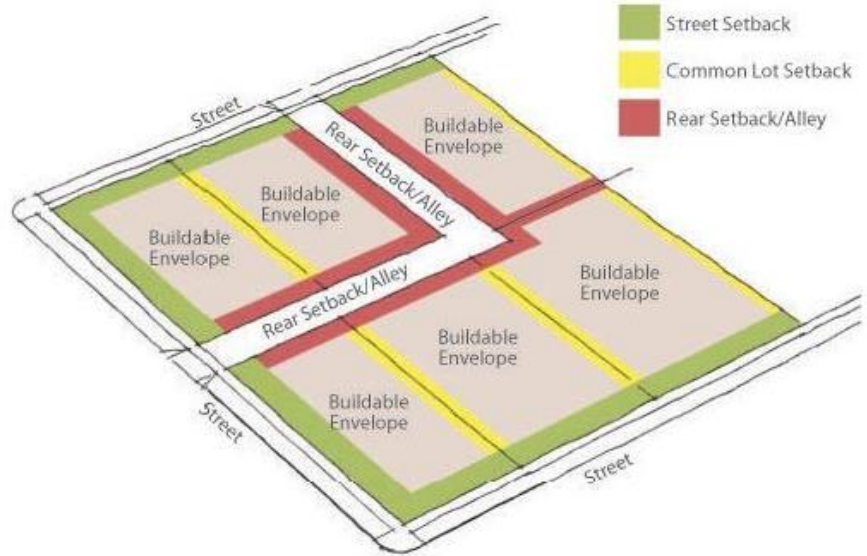
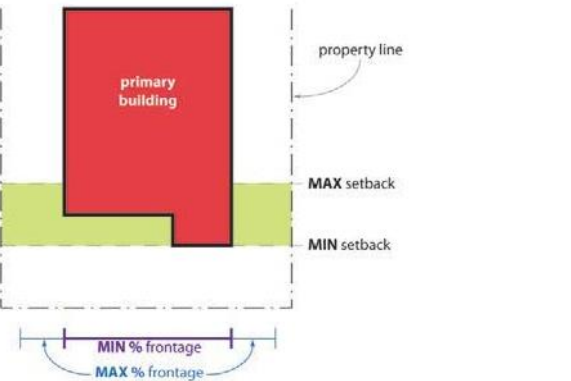
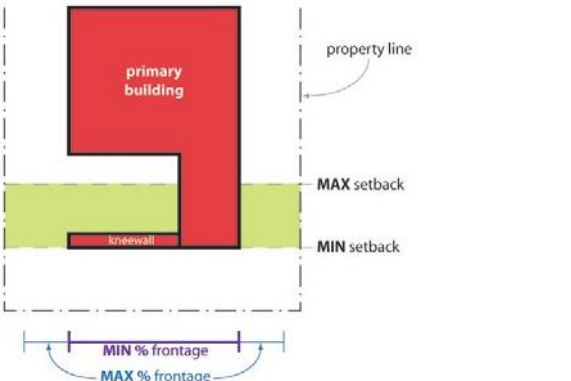


Illustration provides the foundation for how the frontage building is applied. There is a minimum and maximum setback as determined by the lot type. The maximum and minimum frontage is shown adjacent to the property line.

	<p>The primary building in this illustration is placed on the maximum setback and meets the maximum frontage requirements.</p>
	<p>The primary building is within the min/max setbacks, and is meeting the minimum setback. This provides flexibility to the design of the building.</p>

 <p>The diagram shows a red primary building on a lot. A dashed line represents the property line. The building is set back from the property line. A green shaded area represents the setback zone. Labels include 'property line', 'primary building', 'MAX setback', and 'MIN setback'. At the bottom, two brackets indicate 'MIN % frontage' and 'MAX % frontage'.</p>	<p>The primary building is within the min/max setbacks, and is meeting the minimum setback. This provides flexibility to the design of the building.</p>
 <p>The diagram shows a red primary building with a 'kneewall' at the front. A dashed line represents the property line. The building is set back from the property line. A green shaded area represents the setback zone. Labels include 'property line', 'primary building', 'kneewall', 'MAX setback', and 'MIN setback'. At the bottom, two brackets indicate 'MIN % frontage' and 'MAX % frontage'.</p>	<p>A kneewall may be utilized to meet the frontage requirements as detailed in chapter 115.</p>

- (c) *Accessory building envelope.* (ACC BLDG), provisions for accessory building structures only, additional accessory uses are outlined in chapter 110.
- (d) *Building height.* Provisions for permitted heights in stories (st). Each building lot typology provides the range of height appropriate for the building type. The underlying land use determines the height that is permitted and shall be the determining factor in establishing the maximum height as outlined in chapter 110.
- (e) *Private frontages.* Provisions for a variety of different street/public frontage types that are permitted by building lot type. The private frontage is the area between a building façade and the lot line. Frontage types may be counted as part of the building frontage requirements.

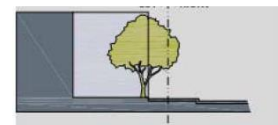
*Common lawn:* A landscaped front yard that is unfenced and visually continuous with adjacent front yards, supporting a common landscape. The deep setback provides a buffer from the higher speed thoroughfares.

**Common lawn**



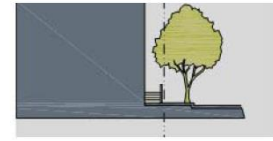
*Porch and fence.* A landscaped front yard in which the façade includes an attached front porch. A fence at the street right-of-way line maintains the spatial definition of the street. Porches shall be no less than eight feet deep.

**Porch & fence**



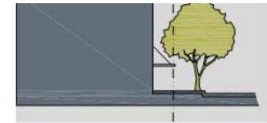
*Forecourt.* A frontage in which a portion of the façade is close to the street right-of-way line and the remainder is set back. The resulting forecourt is suitable for vehicular drop-offs. This type should be allocated in conjunction with other types of front yards. Large trees within the forecourts may overhang the sidewalks.

**Forecourt**



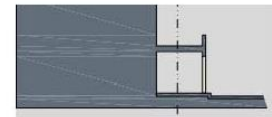
*Stoop.* A frontage in which the façade is placed close to the street right-of-way line. The first story is elevated above the sidewalk to secure privacy for the windows. The entrance is accessed by an exterior stair and landing. This type is recommended for ground-floor residential uses.

**Stoop**



*Shopfront and awning.* A frontage in which the façade is aligned close to the street right-of-way line with the building entrance as the sidewalk. This type is typical for retail use. It has a substantial amount of glazing on the sidewalk level and an awning that should overhang the sidewalk by at least five feet.

**Shopfront & awning**



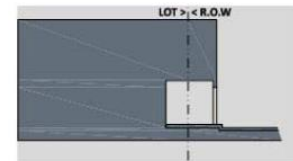
*Gallery.* A frontage wherein the façade extends beyond the property line with an attached cantilevered shed or a lightweight colonnade overlapping the sidewalk. This type is conventional for retail use. The gallery shall be no less than ten feet wide and should overlap the sidewalk to within two feet of the curb.

**Gallery**



*Arcade.* A colonnade supporting habitable space that overlaps the sidewalk, while the façade at sidewalk level remains at or behind the front setback line. This type is conventional for retail use. The arcade shall be no less than 12 feet wide and should overlap the sidewalk to within two feet of the curb.

**Arcade**



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-4.0. Homestead lot.**

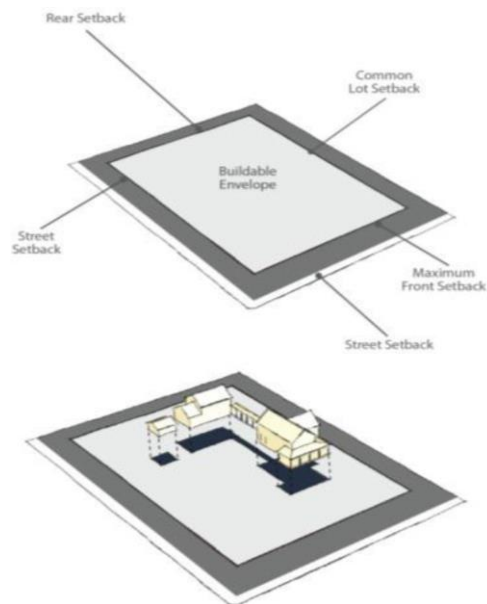
A building lot located and designed to accommodate a detached building with large common lot yards, rear yards and street yards for a rural area.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	200	—
Lot Depth (ft)	200	—
Lot Size (sf)	40,000	—
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	25	—
Common Lot Setback (ft)	25	—
Rear Setback (ft)	25	N/A
Frontage Buildout (%)	—	—

ACC BLDG ENVELOPE *	MIN	MAX
Street Setback (ft)	25	—
Common Lot Setback (ft)	5	—
Rear Setback (ft)	5	—
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	1	3
Accessory Building(s) (st)	1	2
PARKING PROVISIONS		
Location	Zone 1, 2, 3, and 4	
PRIVATE FRONTAGES		
Common Lawn	X	
Porch and Fence	X	
Forecourt		
Stoop		
Shopfront and Awning		
Gallery		
Arcade		

X - Permitted , \* - [See Sec 110-5.17 for Agricultural / Livestock Structures](#)

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(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

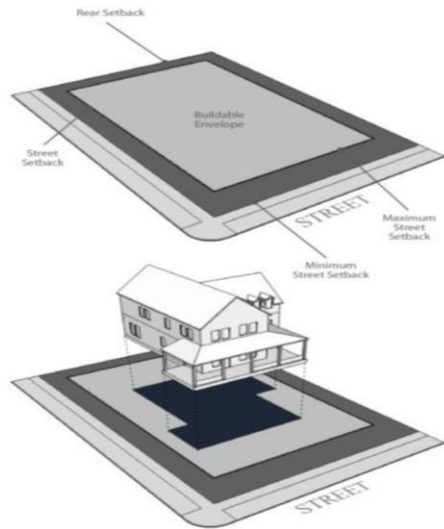
**Sec. 110-4.1. Estate lot.**

A building lot located and designed to accommodate a detached building with large common lot yards, rear yards and street yards. Existing estate sized lots in urban design districts shall follow urban house lot standards.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	70	200
Lot Depth (ft)	120	660
Lot Size (sf)	8,400	132,000
BUILDING ENVELOPE	MIN	MAX

Street Setback (ft)	25	—
Common Lot Setback (ft)	10	—
Rear Setback (ft)	15	—
Frontage Buildout %	—	—
<b>ACC BLDG ENVELOPE *</b>	<b>MIN</b>	<b>MAX</b>
Street Setback (ft)	25' min.	
Common Lot Setback (ft)	5	—
Rear Setback (ft)	5	—
<b>BUILDING HEIGHT</b>	<b>MIN</b>	<b>MAX</b>
Principal Building (st)	1	2
Accessory Building(s) (st)	1	2
<b>PARKING PROVISIONS</b>		
Location	Zone 1, 2, 3, 4 for single family; zones 2 & 3 for other functions	
<b>PRIVATE FRONTAGES</b>		
Common Lawn	X	
Porch and Fence	X	
Forecourt		
Stoop		
Shopfront and Awning		
Gallery		
Arcade		

X - Permitted, \* - See Sec 110-5.17 for Agricultural / Livestock Structures  
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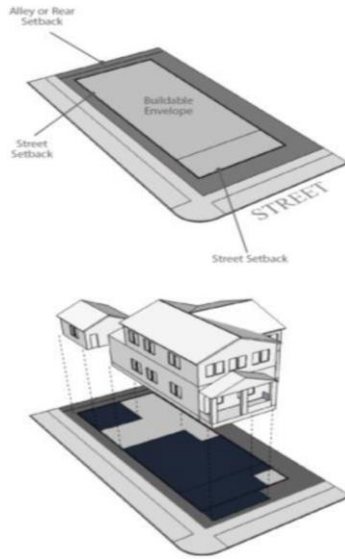
(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-4.2. House lot.**

A building lot located and designed to accommodate a detached building with small common lot yards and a large street yard.

	URBAN (U)	SUBURBAN (S) & RURAL (R)	U, S, R
<b>LOT REQUIREMENTS</b>	MIN	MIN	MAX
Lot Width (ft)	40	55	70
Lot Depth (ft)	100	120	140
Lot Size (sf)	4,000	6,600	9,800
<b>BUILDING ENVELOPE</b>	MIN	MIN	MAX
Street Setback (ft)	10*	25	25 Urban only
Common Lot Setback (ft)	5	5	—
Alley or Rear Setback (ft)	5	10	—
Frontage Buildout %	70	—	—
<b>ACC BLDG ENVELOPE *</b>	MIN	MIN	MAX
Street Setback (ft)	10' behind bldg frontage		—
Common Lot Setback (ft)	5	5	—
Rear Setback (ft)	5	5	—
<b>BUILDING HEIGHT</b>	MIN	MIN	MAX
Principal Building (st)	1	1	3
Accessory Building(s) (st)	1	1	2
<b>PARKING PROVISIONS</b>			
Location	Zone 1, 2, 3, 4 for single family; zones 2 & 3 for other functions		
<b>PRIVATE FRONTAGES</b>			
Common Lawn	X		
Porch and Fence	X		
Forecourt			
Stoop			
Shopfront and Awning			
Gallery			
Arcade			

\* Garages in urban districts shall maintain an 18-foot street setback, \* - [See Sec 110-5.17 for Agricultural / Livestock Structures](#)  
 X - Permitted  
 Blank cell - prohibited



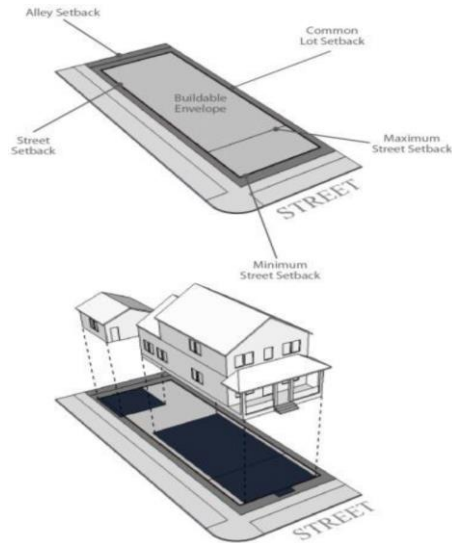
(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-4.3. Cottage lot.**

A building lot located and designed to accommodate a small detached building with small common lot and street yards.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	24	40
Lot Depth (ft)	100	120
Lot Size (sf)	2,400	4,800
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	5*	25
Common Lot Setback (ft)	5	—
Alley Setback (ft)	10	—
Frontage Buildout %	70	—
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	10' behind bldg frontage	
Common Lot Setback (ft)	5	—
Rear Setback (ft)	5	—
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	1	2
Accessory Building(s) (st)	1	2
PARKING PROVISIONS		
Location	Zones 2 and 3	
PRIVATE FRONTAGES		
Common Lawn	X	
Porch and Fence	X	
Forecourt		
Stoop		
Shopfront and Awning		
Gallery		
Arcade		

- \* Garages in urban districts shall maintain an 18-foot street setback.
  - X - Permitted
  - Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-4.4. Duplex lot.**

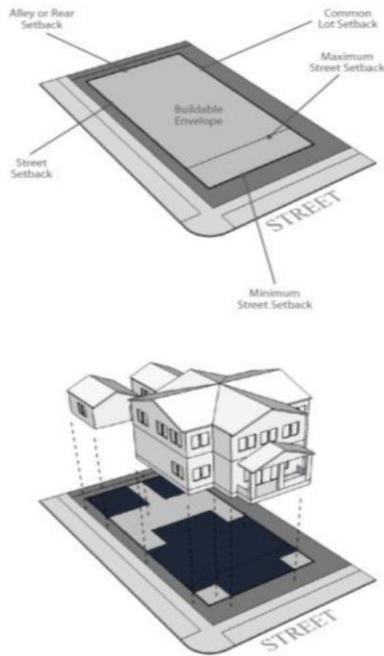
A building lot located and designed to accommodate a building with small common lots and containing two dwellings.

	URBAN (U)	SUBURBAN (S) & RURAL (R)	U, S, R
<b>LOT REQUIREMENTS</b>	<b>MIN</b>	<b>MIN</b>	<b>MAX</b>
Lot Width (ft)	60	90	200
Lot Depth (ft)	100	120	660
Lot Size (sf)	3,500	10,800	132,000
<b>BUILDING ENVELOPE</b>	<b>MIN</b>	<b>MIN</b>	<b>MAX</b>
Street Setback (ft)	10*	25	25 (urban)
Common Lot Setback (ft)	5	5	—
Alley or Rear Yard Setback (ft)	10	10	—
Frontage Buildout %	70	—	—
<b>ACC BLDG ENVELOPE</b>	<b>MIN</b>	<b>MIN</b>	<b>MAX</b>
Street Setback (ft)	10' behind bldg frontage	—	—
Common Lot Setback (ft)	5	5	—
Rear Setback (ft)	5	5	—
<b>BUILDING HEIGHT</b>	<b>MIN</b>	<b>MIN</b>	<b>MAX</b>



Principal Building (st)	1	1	2
Accessory Building(s) (st)	1	1	2
<b>PARKING PROVISIONS</b>			
Location	Zone 1, 2, 3, 4		
<b>PRIVATE FRONTAGES</b>			
Common Lawn	X		
Porch and Fence	X		
Forecourt			
Stoop			
Shopfront and Awning			
Gallery			
Arcade			

\* Garages in urban districts shall maintain an 18-foot street setback.  
 X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

**Sec. 110-4.5. Townhouse lot.**

A building lot located and designed to accommodate a building with common walls on both side building lot lines and a private garden to the rear.

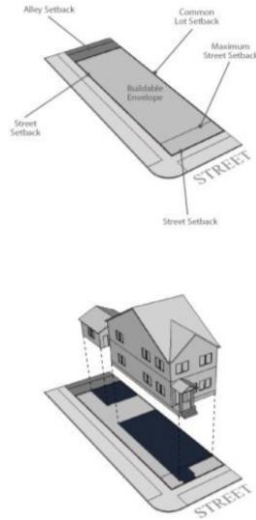
	URBAN (U)	SUBURBAN (S) & RURAL (R)	U, S, R
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LOT REQUIREMENTS	MIN	MIN	MAX
Lot Width (ft)	16	22	32
Lot Depth (ft)	80	80	120
Lot Size (sf)	1,280	1,760	3,840
BUILDING ENVELOPE	MIN	MIN	MAX
Street Setback (ft)	0*		10 Urban 20 Suburban/ Rural
Common Lot Setback (ft)	0	0	—
Alley Setback (ft)	15	15	—
Frontage Buildout %	70	—	—
Length Permitted of Grouped Townhomes	—	—	120' for S & R
ACC BLDG ENVELOPE	MIN	MIN	MAX
Street Setback (ft)	10' behind bldg frontage		
Common Lot Setback (ft)	5	5	—
Rear Setback (ft)	5	5	—
BUILDING HEIGHT	MIN	MIN	MAX
Principal Building (st)	1	1	3
Accessory Building(s) (st)	1	1	2
PARKING PROVISIONS			
Location	Zone 3		
PRIVATE FRONTAGES			
Common Lawn	X		
Porch and Fence	X		
Forecourt			
Stoop			
Shopfront and Awning			
Gallery			
Arcade			

\* Garages in all districts shall maintain a minimum 18-foot street setback.

X - Permitted

Blank cell - prohibited



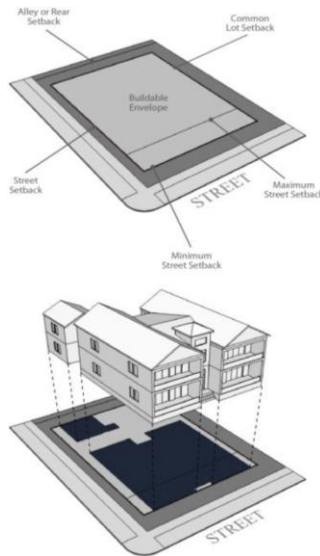
(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09, § 1, 6-17-2021)

**Sec. 110-4.6. Apartment house lot.**

A building lot located and designed to accommodate a detached building which resembles a large house but which contains multiple dwellings above and beside each other.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	48	120
Lot Depth (ft)	100	150
Lot Size (sf)	4,800	18,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	10	25
Common Lot Setback (ft)	5	—
Alley or Rear Setback (ft)	15	—
Frontage Buildout %	70	90
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	10' behind bldg frontage	
Common Lot Setback (ft)	5	
Rear Setback (ft)	5	
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	2	3
Accessory Building(s) (st)	1	2
PARKING PROVISIONS		
Location	Zone 2 and 3	
PRIVATE FRONTAGES		
Common Lawn	X	
Porch and Fence	X	
Forecourt		
Stoop		
Shopfront and Awning		
Gallery		
Arcade		

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

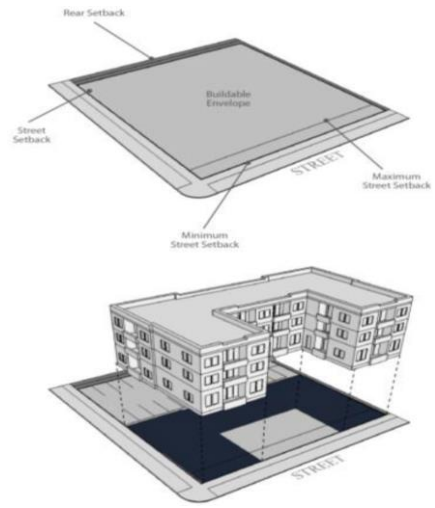
**Sec. 110-4.7. Courtyard apartment lot.**

A building lot located and designed to accommodate multiple dwellings arranged around and fronting on a central garden or courtyard that may be partially or wholly open to the street.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	125	300
Lot Depth (ft)	80	300
Lot Size (sf)	10,000	90,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	25
Common Lot Setback (ft)	6	—
Rear Setback (ft)	10	—
Frontage Buildout %	50	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 5'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	2	4
Accessory Building(s) (st)	1	
PARKING PROVISIONS		
Location	Zone 2, 3	
PRIVATE FRONTAGES		
Common Lawn		
Porch and Fence		
Forecourt	X	
Stoop	X	

Shopfront and Awning	
Gallery	
Arcade	

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

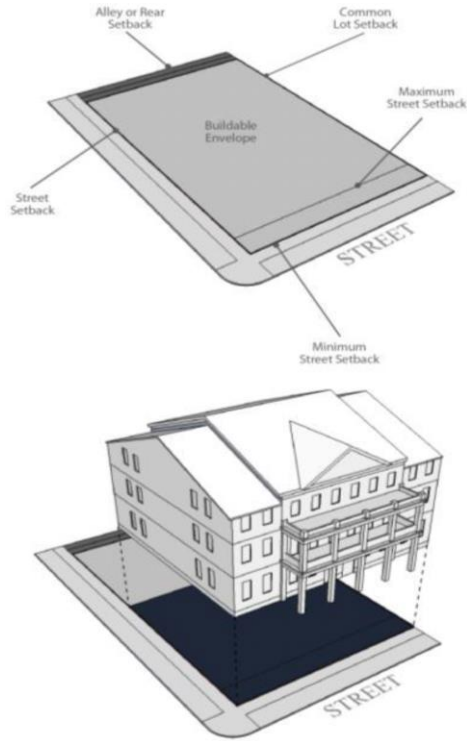
**Sec. 110-4.8. Apartment building lot.**

A building lot located and designed to accommodate multiple dwellings above or beside each other in a building that occupies most of its building lot width and is placed close to the sidewalk.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	40	300
Lot Depth (ft)	100	300
Lot Size (sf)	4,000	90,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	10
Common Lot Setback (ft)	5	—
Rear Setback (ft)	15	—
Frontage Buildout %	80	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 5'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	2	4
Accessory Building(s) (st)	1	
PARKING PROVISIONS		
Location	Zone 2, 3	
PRIVATE FRONTAGES		
Common Lawn		

Porch and Fence	
Forecourt	X
Stoop	X
Shopfront and Awning	
Gallery	
Arcade	

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

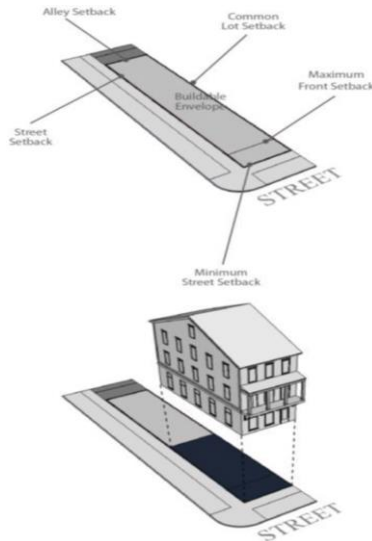
**Sec. 110-4.9. Live/work building lot.**

A building lot located and designed to accommodate an attached or detached building with residential uses, commercial uses, or a combination of the two within individually occupied live-work units, all of which may occupy any story of the building.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	16	60
Lot Depth (ft)	80	120
Lot Size (sf)	1,280	7,200
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	10
Common Lot Setback (ft)	0	—
Rear Setback (ft)	15	—
Frontage Buildout %	70	100
ACC BLDG ENVELOPE	MIN	MAX

Street Setback (ft)	Not Permitted in street yard	
Common Lot Setback (ft)	5	
Rear Setback (ft)	5	
<b>BUILDING HEIGHT</b>	<b>MIN</b>	<b>MAX</b>
Principal Building (st)	2	4
Accessory Building(s) (st)	1	2
<b>PARKING PROVISIONS</b>		
Location	Zone 2, 3	
<b>PRIVATE FRONTAGES</b>		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning	X	
Gallery		
Arcade		

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

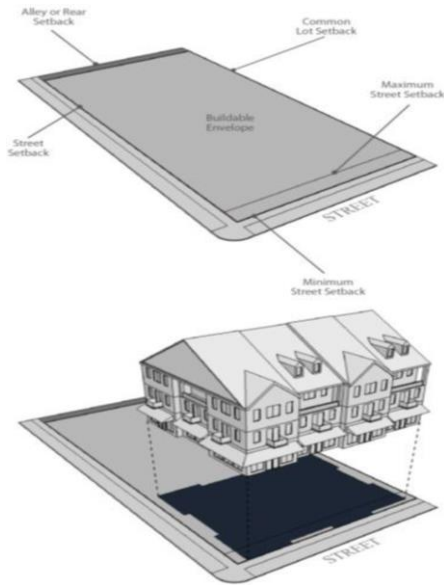
**Sec. 110-4.10. Mixed-use building lot.**

A building lot located and designed to accommodate a multi-story building with multiple dwellings in upper stories and various commercial uses in any stories.

<b>LOT REQUIREMENTS</b>	<b>MIN</b>	<b>MAX</b>
Lot Width (ft)	16	
Lot Depth (ft)	—	
Lot Size (sf)	—	150,000
<b>BUILDING ENVELOPE</b>	<b>MIN</b>	<b>MAX</b>
Street Setback (ft)	0	10

Common Lot Setback (ft)	0	—
Rear Setback (ft)	10	—
Frontage Buildout %	90	100
<b>ACC BLDG ENVELOPE</b>	<b>MIN</b>	<b>MAX</b>
Street Setback (ft)	Permitted in rear yard only; setback 5'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
<b>BUILDING HEIGHT</b>	<b>MIN</b>	<b>MAX</b>
Principal Building (st)	2	6
Accessory Building(s) (st)	1	
<b>PARKING PROVISIONS</b>		
Location	Zone 2, 3	
<b>PRIVATE FRONTAGES</b>		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning	X	
Gallery	X	
Arcade	X	

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

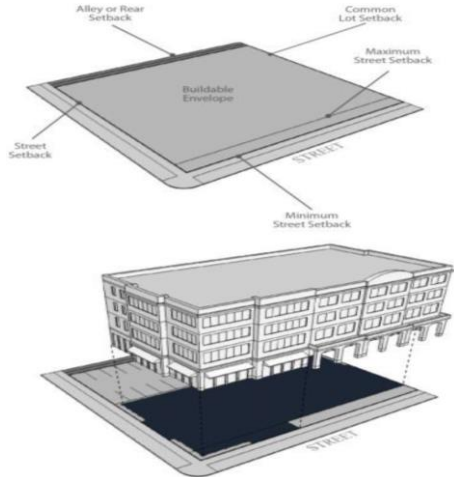
**Sec. 110-4.11. Multi-story commercial building lot.**

A building lot located and designed to accommodate a multi-story building with commercial and office uses in any story.



LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	16	
Lot Depth (ft)	—	—
Lot Size (sf)	—	150,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	10
Common Lot Setback (ft)	0	—
Rear Setback (ft)	10	—
Frontage Buildout %	90	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 5'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	2	4
Accessory Building(s) (st)	N/A	
PARKING PROVISIONS		
Location	Zone 2, 3	
PRIVATE FRONTAGES		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning	X	
Gallery	X	
Arcade	X	

X - Permitted  
Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

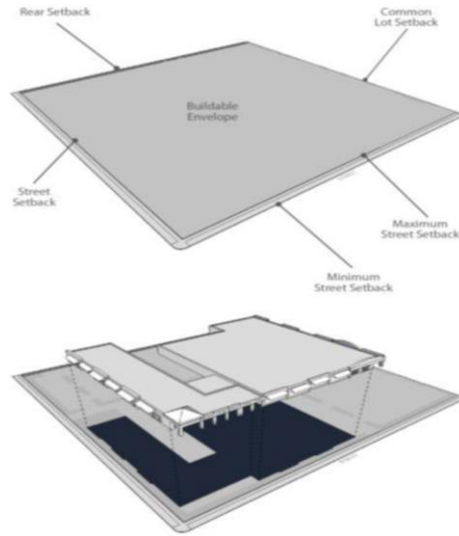
**Sec. 110-4.12. Large format retail building lot.**

A building lot located and designed to accommodate a large footprint building with one or more uses.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	—	500
Lot Depth (ft)	—	500
Lot Size (sf)	—	250,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	75
Common Lot Setback (ft)	0	—
Rear Setback (ft)	10	—
Frontage Buildout (%)	50	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 5'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	1	2
Accessory Building(s) (st)	1	
PARKING PROVISIONS		
Location	Zone 1 (2 bays only for suburban corridor) 2, 3, 4	
PRIVATE FRONTAGES		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning	X	
Gallery	X	
Arcade		

X - Permitted

Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

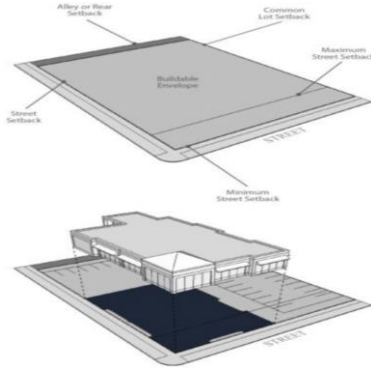
**Sec. 110-4.13. Commercial building lot.**

A building lot located and designed to accommodate single use office and retail that are predominately located on corridors as part of a retail complex.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	50	300
Lot Depth (ft)	100	300
Lot Size (sf)	5,000	90,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	75
Common Lot Setback (ft)	0	—
Rear Setback (ft)	15	—
Frontage Buildout (%)	50	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 5'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	1	2
Accessory Building(s) (st)	1	
PARKING PROVISIONS		
Location	Zone 1 (2 bays only for suburban corridor) 2, 3, 4	
PRIVATE FRONTAGES		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning	X	
Gallery		

Arcade	
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X - Permitted  
 Blank cell - prohibited



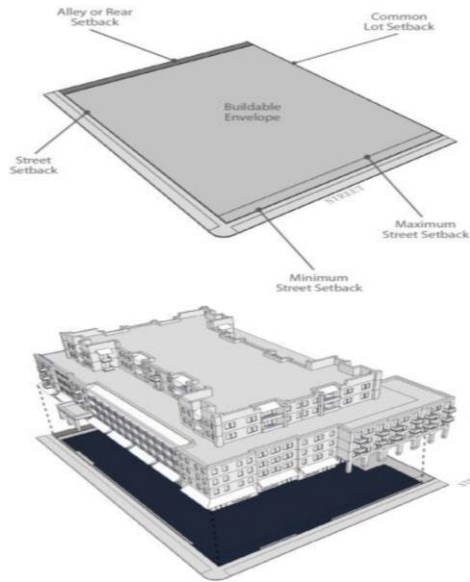
(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-4.14. Pedestal building lot.**

A building lot located and designed to accommodate the tallest permissible building whose primary façade must be stepped back to reduce its apparent bulk when viewed from the sidewalk.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	—	500
Lot Depth (ft)	—	500
Lot Size (sf)	—	250,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	10
Common Lot Setback (ft)	0	—
Rear Setback (ft)	10	—
Frontage Buildout (%)	90	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Not Permitted	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	4	6
Accessory Building(s) (st)	N/A	
PARKING PROVISIONS		
Location	Zone 2, 3	
PRIVATE FRONTAGES		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning	X	
Gallery	X	
Arcade	X	

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

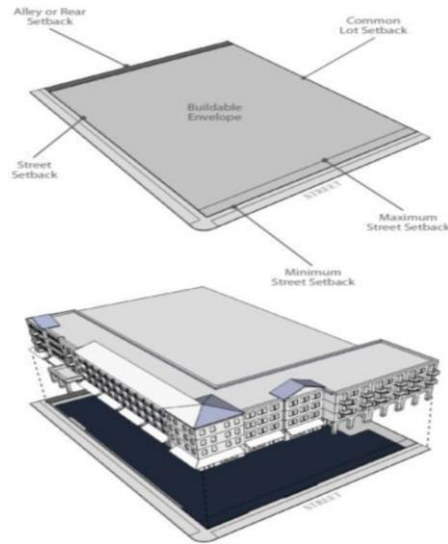
**Sec. 110-4.15. Liner building lot.**

A building lot located and designed to accommodate a large footprint building such as a parking garage, cinema, supermarket, etc., which is surrounded by a liner building which conceals large expanses of blank walls and faces the street with ample windows and doors opening onto the sidewalk.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	—	500
Lot Depth (ft)	—	500
Lot Size (sf)	—	250,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	10
Common Lot Setback (ft)	0	—
Rear Setback (ft)	10	—
Frontage Buildout (%)	90	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Not Permitted	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	2	5
Accessory Building(s) (st)	N/A	
PARKING PROVISIONS		
Location	Zone 2, 3	
PRIVATE FRONTAGES		
Common Lawn		

Porch and Fence	
Forecourt	
Stoop	
Shopfront and Awning	X
Gallery	X
Arcade	X

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

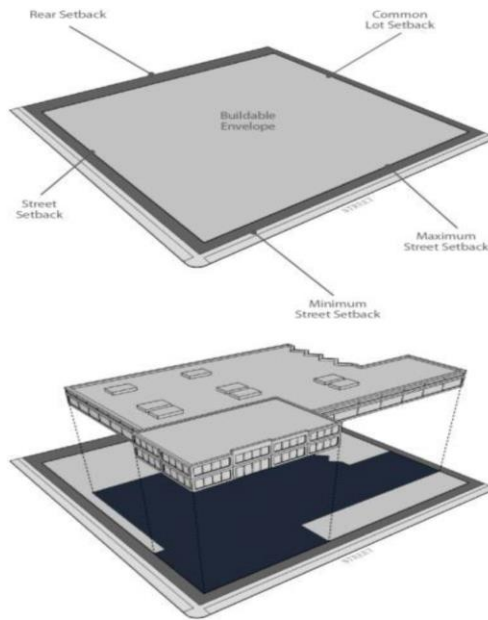
**Sec. 110-4.16. Industrial building lot.**

A building lot located and designed to accommodate industrial uses.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	—	500
Lot Depth (ft)	—	500
Lot Size (sf)	—	250,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	10	—
Common Lot Setback (ft)	10	—
Rear Setback (ft)	25	—
Frontage Buildout (%)	—	—
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 5'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	1	2
Accessory Building(s) (st)	1	
PARKING PROVISIONS		
Location	Zone 1, 2, 3, 4	

PRIVATE FRONTAGES	
Common Lawn	
Porch and Fence	
Forecourt	
Stoop	
Shopfront and Awning	
Gallery	
Arcade	

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

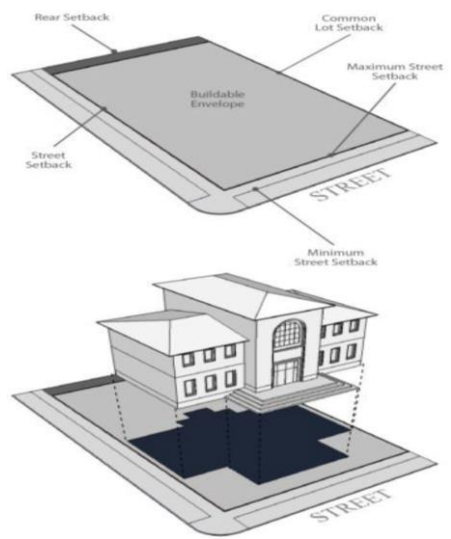
**Sec. 110-4.17. Civic building lot.**

A building lot located and designed to accommodate a building containing public or civic uses such as community services, day care, education, government, places of worship, or social services.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	—	—
Lot Depth (ft)	—	—
Lot Size (sf)	—	—
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	—
Common Lot Setback (ft)	0	—
Rear Setback (ft)	10	—
Frontage Buildout (%)	—	—
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback	
Common Lot Setback (ft)	5'	
Rear Setback (ft)	5'	

Building Footprint (sf)		
<b>BUILDING HEIGHT</b>	<b>MIN</b>	<b>MAX</b>
Principal Building (st)	1	4
Accessory Building(s) (st)	1	
<b>PARKING PROVISIONS</b>		
Location	Zone 1, 2, 3, 4	
<b>PRIVATE FRONTAGES</b>		
Common Lawn	X	
Porch and Fence	X	
Forecourt	X	
Stoop	X	
Shopfront and Awning	X	
Gallery	X	
Arcade	X	

X - Permitted  
 Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-4.18. Apartment complex.**

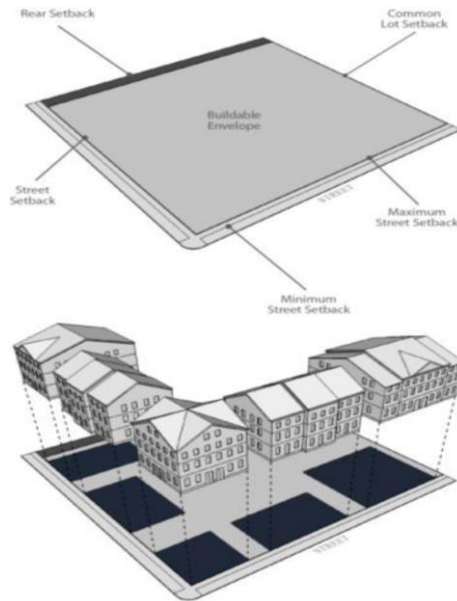
A complex is located and designed for development over five acres in size and accommodates one or more multifamily building lot type.

<b>LOT REQUIREMENTS</b>	<b>MIN</b>	<b>MAX</b>
Lot Width (ft)	—	
Lot Depth (ft)	—	
Lot Size (sf)	—	
<b>BUILDING ENVELOPE</b>	<b>MIN</b>	<b>MAX</b>
Street Setback (ft)	0	25
Common Lot Setback (ft)	0	—
Rear Setback (ft)	15	—
Frontage Buildout (%)	50	100
<b>ACC BLDG ENVELOPE</b>	<b>MIN</b>	<b>MAX</b>
Street Setback (ft)		



Common Lot Setback (ft)	Permitted in rear yard only; setback 10'	
Rear Setback (ft)		
Building Footprint (sf)		
<b>BUILDING HEIGHT</b>	<b>MIN</b>	<b>MAX</b>
Principal Building (st)	1	3
Accessory Building(s) (st)	1	
<b>PARKING PROVISIONS</b>		
Location	Zone 1, 2, 3, 4	
<b>PRIVATE FRONTAGES</b>		
Common Lawn		
Porch and Fence		
Forecourt	X	
Stoop	X	
Shopfront and Awning		
Gallery		
Arcade		

X - Permitted  
Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

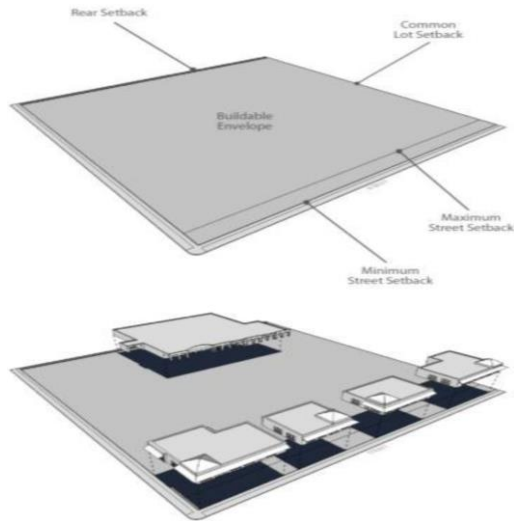
**Sec. 110-4.19. Retail complex.**

A complex is located and designed for development over five acres in size and accommodates commercial buildings, large format retail building lot type, mixed use building lot types, and multi-story commercial building lot types. A block structure will be required for this type of development.

<b>LOT REQUIREMENTS</b>	<b>MIN</b>	<b>MAX</b>
Lot Width (ft)	—	
Lot Depth (ft)	—	
Lot Size (ac)	5	

BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	75
Common Lot Setback (ft)	0	—
Rear Setback (ft)	15	—
Frontage Buildout (%)	50	100
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 10'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	1	3
Accessory Building(s) (st)	1	
PARKING PROVISIONS		
Location	Zone 1 (2 bays only) 2, 3, 4	
PRIVATE FRONTAGES		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning	X	
Gallery	X	
Arcade		

X - Permitted  
Blank cell - prohibited



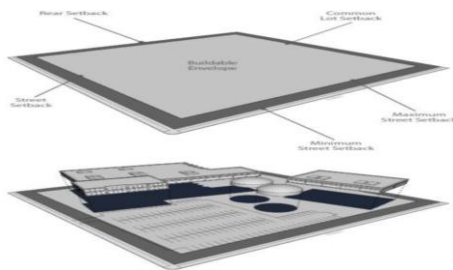
(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-4.20. Industrial complex.**

A complex is located and designed for development over five acres in size and accommodates multiple industrial building types in one complex.

LOT REQUIREMENTS	MIN	MAX
Lot Width(ft)	—	—
Lot Depth (ft)	—	—
Lot Size (ac)	5	—
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	25	—
Common Lot Setback (ft)	25	—
Rear Setback (ft)	25	—
Frontage Buildout (%)	—	—
ACC BLDG ENVELOPE	MIN	MAX
Street Setback (ft)	Permitted in rear yard only; setback 10'	
Common Lot Setback (ft)		
Rear Setback (ft)		
Building Footprint (sf)		
BUILDING HEIGHT	MIN	MAX
Principal Building (st)	1	3
Accessory Building(s) (st)	1	
PARKING PROVISIONS		
Location	Zone 1, 2, 3, 4	
PRIVATE FRONTAGES		
Common Lawn		
Porch and Fence		
Forecourt		
Stoop		
Shopfront and Awning		
Gallery		
Arcade		

X - Permitted  
Blank cell - prohibited



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-5. Accessory use regulations and standards.**

Editor's note(s)—Provisions pertaining to accessory use regulations and standards are set forth in the subsequent sections, sections 110-5.1—110-5.16, below.

**Sec. 110-5.1. Purpose and general standards.**

- (a) *Purpose.* It is the purpose of this section to regulate the installation, configuration, and use of accessory structures and the conduct of accessory uses in order to ensure that any adverse impacts created are minimal both aesthetically and physically to residents and surrounding properties.
- (b) *General standards and requirements.* Any number of different accessory structures may be located on a parcel, provided that the following requirements and restrictions are adhered to:
- (1) An accessory structure or use shall be considered incidental to the principal dwellings and must be in full compliance with all standards and requirements of this land development regulation and all other regulations of the city.
  - (2) All accessory structures shall comply with standards pertaining to the principal structure and/or development unless exempted or superseded elsewhere in this land development regulation.
  - (3) Accessory structures other than fences shall not be located in a required setback, buffer or landscape area, except that accessory structures 30 inches or less than above the general ground level (i.e. decks) shall not be required to meet setbacks.
  - (4) Accessory structures shall be included in all calculations of impervious surface and stormwater runoff.
  - (5) Accessory structures shall be shown on all development plans with full supporting documentation as required in chapter 102 of this land development regulation.
  - (6) All accessory uses and structures shall obtain a building permit or other permit or license.
  - (7) *Agricultural accessory use/structure.* Customary accessory uses/structures may include, but are not limited to the following: swimming pools, spas/hot tubs, tennis courts, fences, utility/storage buildings, greenhouses, gardens, garages, satellite dishes/antennas, boathouses, docks, catwalks and elevated walkways.
  - (8) *Residential district accessory use/structure (Single-family).* Customary accessory uses/structures may include, but are not limited to the following: swimming pools, spas/hot tubs, decks, tennis courts, fences, utility/storage buildings, greenhouses, gardens, garages, satellite dishes/antennas, boathouses, docks, catwalks or elevated walkways.
  - (9) *Residential district accessory use/structure (multi-family).* Customary accessory uses/structures may include, but are not limited to the following: swimming pools, spas/hot tubs, decks, tennis courts, fences, clubhouses, recreational and laundry rooms, sales/rental offices, utility/storage buildings, greenhouses, gardens, garages, satellite dishes/antennas, boathouses, docks, catwalks, or elevated walkways.
  - (10) *Commercial district accessory use/structure.* Customary accessory uses/structures may include, but are not limited to the following: fences, utility/storage buildings, garages, canopies, gas pumps, satellite dishes/antennas.
  - (11) *Industrial district accessory use/structure.* Customary accessory uses/structures may include, but are not limited to the following: fences, utility/storage buildings, garages, canopies, gas pumps, satellite dishes/antennas.
  - (12) *Mixed use district accessory use/structure.* Customary accessory uses/structures may include, but are not limited to the following: swimming pools, spas/hot tubs, tennis courts, fences, utility/storage buildings, greenhouses, gardens, garages, satellite dishes/antennas, boathouses, docks, catwalks, and elevated walkways.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

**Sec. 110-5.2. Accessory apartment/dwelling unit.**

- (a) *Accessory apartments.* Accessory apartments may be allowed in conjunction with single-family homes provided that all of the following standards are met:
- (1) No more than one accessory apartment shall be permitted per residential lot.
  - (2) The accessory apartment shall be designed, constructed, and located so as not to interfere with the appearance of the principal structure.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

**Sec. 110-5.3. Alcoholic beverage sales.**

- (a) *State liquor law adopted.* The provisions of F.S. chapters 561, 562, 567, 568 and 569 respectively, as amended, are hereby enacted and adopted as the law of the city insofar as the same may pertain to cities and towns within the State of Florida and shall be held to be the law and ordinances of the city regulating alcoholic beverages.
- (b) *State beverage license required.* Any person desiring to engage in the business of manufacturing, selling, ordering, exchanging, dealing in or delivering liquors, wines, beers, or other beverages containing more than one percent of alcohol by weight, within the corporate limits of the city, shall, before engaging in business, apply for and secure a license from the State of Florida.
- (c) *Hours of sale and operation.*
- (1) Sale of alcoholic beverages at establishments selling alcohol for off-site consumption may be made only between the hours of 7:00 a.m. and 12:00 midnight.
  - (2) Beverage licensees, or employees or agents of such licensees may sell, offer for sale, serve, or permit to be sold or served, any alcoholic beverage in a place operating under the beverage license for consumption on-site only during the hours of 7:00 a.m. to 2:00 a.m.
  - (3) No establishment which deals in alcoholic beverages for on-site consumption in the city shall remain open for business or admit the public, permit the public to remain within, or permit any individual to possess or consume alcoholic beverages in or upon such premises after 2:00 a.m.; provided, however, restaurants, hotels and motels may be kept open for business beyond such hours, but shall otherwise be subject to those time restrictions applicable to the sale, service, consumption, and possession of alcoholic beverages as set forth in this Land Development Code.
  - (4) Sales may be allowed from midnight to 3:00 a.m. on January 1 of any year.
- (d) *Distances from schools.* No establishment holding any type of beverage license issued by the beverage department of the state authorizing and permitting the establishment to sell alcoholic beverages may be located within 528 feet (one-tenth of one mile) of any public school serving kindergarten through twelfth grades.
- (e) *Distances from churches and other establishments.*
- (1) Any establishment which sells alcoholic beverages for "on premises consumption" shall be located not less than 528 feet (one-tenth of one mile) from any church or school, except this provision shall not apply to churches operating in strip commercial centers. This distance requirement shall not apply to establishments that are required to maintain a minimum of 50 percent of its gross revenues to be from food sales. Other exceptions to this requirement are businesses located in planned developments (PDs) within which the intended land uses are pre-planned in a coordinated and integrated fashion and set out in the authorizing land use agreement, ordinance or resolution.
  - (2) The distance requirements as provided for above shall be measured by public route from the front door of the establishment to the front door of the school or church.

- (3) The distance requirements above may be waived by the city commission in the granting of a commercial land use designation.
- (f) *Variances.* The city commission may waive the hours of sale as set out in herein for a special event. A special event must be designated by the city commission and may not exceed a three-day period. The city commission must designate the area to which the waiver shall apply and set such other rules and regulations as it deems appropriate to grant the "special event variance".
- (g) *Enforcement.* Notwithstanding any other law enforcement procedures, any provision of chapter 109 may be enforced under the authority of the code enforcement board in accordance with the Code of Ordinances of the city.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

#### **Sec. 110-5.4. Amenities.**

Residential, mixed-use, and nonresidential development projects may provide amenities for the exclusive use of the employees and/or residents of the project, unless otherwise authorized within a planned development overlay.

- (a) *Dining rooms/cafeterias/snack shops, etc.* A development may provide a central dining facility to serve the employees and/or residents of the project subject to the following restrictions:
- (1) The facility shall not be open to the general public.
  - (2) There shall be no off-site signs advertising the presence of the facility.
- (b) *Community centers/recreation centers.* A development may provide a central facility to provide a meeting place and indoor recreation opportunities for residents or employees subject to the following restrictions:
- (1) Such facilities shall not include health clubs, gyms, and the like, offering services to the general public.
  - (2) Parking to serve the building shall be provided as required in chapter 115 of this land development regulation.
  - (3) There shall be no identification signs, other than directional signs.
- (c) *Fitness centers.* A development may provide a fitness or exercise center for the use of employees or residents subject to the following restrictions:
- (1) Such facilities shall not be open to the general public.
  - (2) There shall be no signs, other than directional or occupant signs, identifying the facility.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

#### **Sec. 110-5.5. Bed and breakfast.**

- (a) *Eligibility criteria:* All residential structures requesting a bed and breakfast conditional use permit, shall meet one of the following criteria:
- (1) A structure listed on the National Register of Historic Places.
  - (2) A structure listed on the city's Historic Survey as National Register eligible.
  - (3) A structure located in a National Register Historic District and identified as a contributing structure.
  - (4) A structure located in a National Register Eligible Historic District and identified as a contributing structure.
  - (5) A structure that was constructed over 50 years ago and restored to original condition as specified in the U.S. Department of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (as revised and amended).
  - (6) A structure designated by the city as a local landmark or located in a local historic district and identified as a contributing structure in the city. In the event a property has not been designated, the conditional use

permit shall be granted contingent upon the property receiving local landmark status prior to the property being occupied as a bed and breakfast.

- (7) A structure determined by the city to be of appropriate size and design to accommodate a "bed and breakfast" function.
- (b) All applications for a bed and breakfast conditional use permit involving historic districts or structures shall be submitted to the city historic preservation board for review and recommendation to the city commission prior to granting the conditional use permit. After review by the historic preservation board, it shall be the duty of the city commission to establish conditions to be imposed on the applicant if a conditional use permit is granted.
- (c) All residential structures requesting a bed and breakfast conditional use permit, must be occupied by an owner or full-time resident manager residing either within the principal structure or an adjacent structure on the same lot.
- (d) *Development standards.*
  - (1) The residential character, integrity, and appearance of the property and the structure contained thereon shall not be altered by the operation of the proposed bed and breakfast inn. However, certain improvements may be required to accommodate the additional demands of a bed and breakfast inn. All improvements shall be designed and constructed to minimize adverse effects to adjacent properties, e.g., glare, noise, fumes, odors, stormwater runoff, etc. and be consistent with the U.S. Department of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (as revised and amended) if applicable.
  - (2) Adequate ingress and egress shall be provided to the property and structures thereon, with particular references to vehicular and pedestrian safety and convenience, traffic flow and control, and emergency access in case of fire, medical, or other unforeseen circumstances.
  - (3) Adequate off-street parking for owners, employees, and guests shall be provided as follows:
    - a. Three spaces for owner, manager, and employee parking.
    - b. One space per guest room for guest parking.
  - (4) Adequate utilities (water, wastewater, electricity, refuse storage/collection, etc.) shall be provided to meet the minimum requirements of the city's health and sanitation ordinances. Residential structures shall meet the minimum requirements of the city's building, safety, and fire prevention codes. The applicant shall submit documentation showing the city building and fire prevention officials have conducted an inspection and the facility meets all minimum city requirements.
  - (5) The property owner shall obtain all required licenses (specifically including city and state requirements). Prior to the issuance of a certificate of occupancy or a city business tax receipt, the applicant shall submit documentation showing that the division of hotels and restaurants has conducted an inspection and the facility meets the requirements of state law.
  - (6) Bed and breakfast inns shall be limited to one sign, with a maximum size of four square feet. Illumination of the sign will only be artificial lighting located external to the sign face (i.e., indirect lighting) as set forth under the conditional use permit.
  - (7) Adequate screening and buffering may be required to minimize any adverse effects to adjacent properties. Buffering shall be accomplished by installing fences, berms, landscaping or a combination of these for the purpose of separating adjacent residential properties from the proposed bed and breakfast inn. All exterior lighting shall be designed and installed to be unobtrusive to adjacent properties.
  - (8) All rooms designated for guest occupancy shall provide a minimum inside measurement of 80 square feet of usable floor space. Guest rooms with more than one bed shall provide a minimum inside measurement of 60 square feet of usable floor space per bed.
  - (9) Bed and breakfast inns shall have one central kitchen, where all meals are regularly prepared and served in a communal or family style (no service or ordering of individual portions from a menu). Guest rooms shall not be equipped with any cooking or cold food storage facilities.

- (10) All residential property and the structures contained therein requesting a bed and breakfast conditional use permit must comply with all city regulations and ordinances, specifically the city's comprehensive plan and land development regulations.
- (11) Approval of a conditional use permit for a bed and breakfast inn shall authorize only the specific uses described within the permit. Any other use shall be considered a violation of the Conditional use permit, which is subject to revocation.
- (12) Any improvement, alteration, or rehabilitation of historic structures shall be consistent with the U.S. Department of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (as revised and amended).

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-5.6. Boat houses, docks and piers.**

*Boat houses, docks and piers.* Boat houses, docks, and piers shall be considered incidental uses to the primary structure. Boat houses or covered boat docks, subject to approval of other interested governmental authorities, will be permitted on any lake within the city; provided that construction on Lake Eustis requires approval from the St. Johns River Water Management District/Department of Environmental Protection. In residential areas on connected waters (canals, streams or other inlets or basins that have water access to a lake), the maximum height of a boat house or similar structure, above the high-water level established by the St. Johns River Water Management District shall be 12 feet. Boat houses, slips, piers, or similar structures built on streams or canals shall be built entirely within the riparian lines; accessory structure setback requirements herein do not apply riparian lines.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

**Sec. 110-5.7. Fences.**

- (a) The posts or any portion of each fence which contacts the ground shall be of a material or chemical treatment that is ground contact resistant to decay, corrosion, and termite infestation. The posts, if wooden, must also be pressure treated for strength and endurance.
- (b) Fences shall be permitted as follows/as depicted on the graphic:
  - In a primary street setback, at a maximum height of 4-feet.
  - In a secondary street setback, open fencing may be 6-feet high, but opaque fencing shall be limited to a height of 4-feet; 4-foot opaque fences in secondary street setbacks may be topped with additional 2-feet of open or lattice type fencing.
  - In a rear or common yard setback, open fences may be 8-feet tall; 6-foot opaque fences may be topped with additional 2-feet of open or lattice type fencing.
  - Fences located in landscape buffers along public streets associated with nonresidential or complex building types in suburban design districts are subject to limitations in chapter 115.
  - Fences installed for the sole purpose of screening of trash can storage areas, mechanical equipment, or utilities shall be exempt from permitting, provided such fence is clearly not within a required setback and does not exceed maximum height. If necessary to screen existing utilities, the development services director may approve fencing exceeding maximum height in setbacks.





4-foot solid fence or 4-foot open fence —————  
 6-foot solid fence —————  
 6-foot solid fence topped with 2-foot lattice —————

- (c) In areas where the property faces two roadways, or is located in any other area construed to be a corner lot, no fence exceeding four feet high shall be located in the vision triangle, specified in chapter 115, and identified as clear sight zone.
- (d) The smooth side of fence shall face a right-of-way or private road, except split rail.
- (e) A fence constructed for protection and safety from hazard by another public agency may not be subject to the aforementioned height limitations. Approval to exceed the minimum height standards may be given by the director of development services upon receipt of satisfactory evidence of the need to exceed height standards.
- (f) No fence or hedge shall be constructed or installed in such a manner as to interfere with drainage on the site.
- (g) Should the fence encroach on any public easement, the owner shall assume all expense of any necessary removal (either temporary or permanent) or relocation.
- (h) Barbed wire shall be permitted in association with fences as follows:
  - (1) In association with bona-fide agricultural uses;
  - (2) In conservation (CON) land use districts;

- (3) In general industrial (GI) land use districts atop fences 6 feet or taller;
- (4) On properties where an industrial building lot or industrial complex lot typology has been approved via development plan, site plan, or preliminary subdivision plat atop fences 6 feet or taller;
- (5) On properties containing water/wastewater treatment plants or electric substations atop fences 6 feet or taller;
- (6) On properties with barbed wire fencing installed prior to December 15, 2016, which, upon administrative verification by development services, shall be deemed legally non-conforming and shall be permitted to be repaired or replaced as needed.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

#### **Sec. 110-5.8. Garages**

- (a) *Garages.* All single family dwellings, including mobile homes, duplexes, triplexes, row houses and the like, constructed after the effective date of this section, shall possess a garage as follows:
  - (1) Minimum size 300 square feet (12 feet × 18 feet for automobile parking and 12 feet × 7 feet for storage).
  - (2) Equipped with an operational overhead door with minimum dimensions of 9 feet × 7 feet, which door, when closed, conceals the interior of the garage.
- (b) Should any property owner enclose or reduce the size of any existing garage or carport below the square footage requirements of this section, then the owner shall mitigate the loss of the garage by providing for on-site parking and outside storage as follows:
  - (1) Construct a new garage on the property sufficient to meet the square footage requirements of this section; or
  - (2) If in a designated historic district, in an urban design district, or on a legal lot of record that is below the minimum suburban standard, or if enclosing a carport, then the owner may take the following actions in lieu of replacing the garage:
    - a. Designate two on-site parking spaces at least 9 feet × 18 feet each in the driveway area or on the residential lot behind the building frontage; and
    - b. Provide outside storage by either constructing a storage shed with minimum dimensions of 10 feet × 10 feet in accordance with the Land Development Regulations for accessory structures or by providing outside access to a designated, separated storage area within the enclosed garage or carport (minimum dimensions 12 feet × 7 feet).

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

#### **Sec. 110-5.9. Home occupations.**

- (a) The use of a residence for a home occupation shall be clearly incidental and subordinate to its use as a residential structure by the occupants and shall under no circumstances change the residential character of the structure.
- (b) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation, other than a sign as provided for in section 115-11.3.
- (c) No home occupation shall occupy more than 35 percent of the total floor area of the dwelling unit.
- (d) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood.
- (e) No equipment, tools, or process shall be used in such a home occupation that creates interference with neighboring properties due to noise, vibration, glare, fumes, odors, or electrical interference.

- (f) Fabrication of articles commonly classified under the terms arts and handicrafts shall be deemed a home occupation provided no retail sales (other than mail-order/internet sales) are made at the home.
- (g) Outdoor storage of equipment or materials shall be permitted if enclosed by an opaque wall, fence, or landscaping of sufficient maturity, density and height to screen such areas from view of the public right-of-way and adjacent properties.
- (h) The following shall not be considered home occupations: Beauty shops, barber shops, studio for group instruction, public dining facility or tea room, photographic studio, fortune telling or similar activity which would rely on impulse buying, outdoor repair, food processing, retail sales (other than mail-order or internet sales), nursery school, or kindergarten.
- (i) The giving of individual instruction to one person at a time, such as an art or music teacher, shall be deemed a home occupation; individual instruction as a home occupation for those activities listed in paragraph (h) above shall be prohibited.
- (j) A home occupation shall be subject to all applicable city/county licensing requirements, fees, and other business taxes.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

#### **Sec. 110-5.10. Outdoor display.**

Outdoor display of the following products may be approved by the development services director or designee when requested by a business owner, via submittal of a site plan indicating the location and dimensions of such display (with a BTR application for new businesses, or at any time for existing businesses), provided that the location of such displays meet the minimum setback requirements on the property subject to the request, and do not interfere with vehicular or pedestrian traffic or required parking. Merchandise associated with an approved special event permit for a seasonal sale or other event shall not be subject to this section.

- (a) Products customarily used outdoors such as pools, spas, lawn furniture, concrete fixtures, landscape or garden supplies and equipment, lumber products, fencing, sheds, and recreational equipment/vehicles.
- (b) New and used motor vehicles, boats, recreational vehicles, mobile homes, and other such vehicles.
- (c) Other retail merchandise subject to the following restrictions:
  - (1) *Maximum area:* The area devoted to outdoor display of merchandise shall not exceed a foot print of 32 square feet per business.
  - (2) *Maximum height:* the maximum height for any portion of an outdoor merchandise display is six feet.
  - (3) *Dimensions:* Outdoor merchandise display areas shall not extend more than five feet from the adjacent store front.
  - (4) *Display:* Merchandise shall be displayed on shelves or tables and/or arranged neatly.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

#### **Sec. 110-5.11. Outdoor storage.**

Outside storage of equipment or materials (not to include display merchandise) shall be permitted, when in compliance with the following requirements:

- (a) An opaque wall shall enclose all storage areas, opaque fence, or landscaping of sufficient maturity, density and height to screen such areas from any public right-of-way or adjoining property, unless other applicable sections of these regulations require stricter screening requirements for specific uses or accessory uses.
- (b) All equipment or materials shall be secured, if necessary, to withstand winds.

- (c) Screening shall not be required around storage areas for operable motor vehicles (i.e. fleet vehicles used in association with a business).
- (d) Storage of licensed and inoperable motor vehicles waiting repair within screened areas on the site of motor vehicle repair facilities and motor vehicle service centers, provided that no such vehicle shall be stored for more than 28 consecutive days. Motor vehicles shall be not be stored for a period exceeding 28 consecutive days unless they are screened from view of the public right-of-way and adjacent properties. If screened by fencing or walls, landscape buffer requirements of the applicable design district shall be required between the property line and fence or wall.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-5.12. Pergolas.**

A pergola is an architectural element used to define outdoor space, consisting of four columns or posts, topped with beams and open rafters, over which vines or other plants are trained. All pergolas shall comply with street setback requirements as determined by design district/lot type; compliance with the common lot and rear lot setbacks is required for pergolas larger than 100 square feet and taller than 8 feet.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-5.13. Short-term, mid-term, and long-term storage containers.**

It is the purpose of this section to regulate the placement of storage containers on properties to ensure that any adverse impacts created are minimal both aesthetically and physically to residents and surrounding properties.

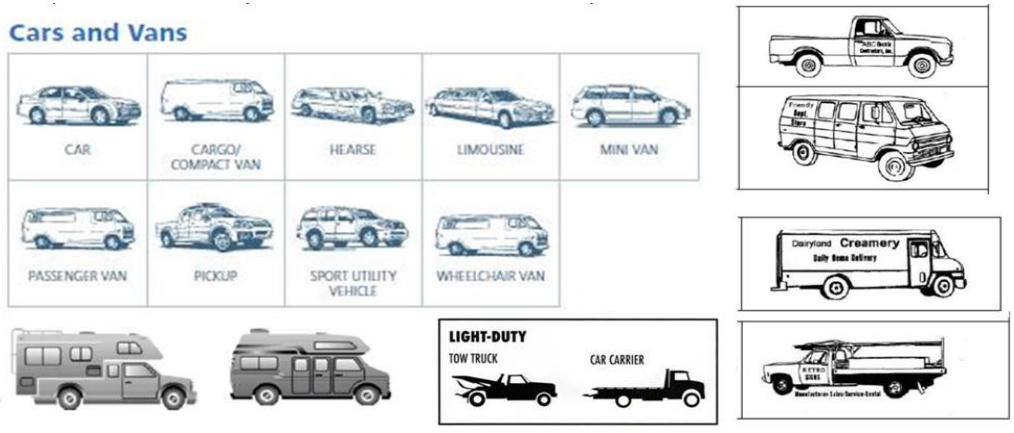
- (1) Only authorized short-term, mid-term and long-term storage containers permitted. No person shall place or maintain a storage container except in conformity with this section. Existing non-conforming long-term storage containers shall be removed or brought into compliance with this section no later than June 16, 2022.
- (2) The owner and operator of any site on which a storage container is placed shall be responsible to ensure that the container is in good condition, free from evidence of deterioration, weathering, discoloration, rust, ripping, tearing or other holes or breaks.
- (3) When not in use, containers shall be kept locked.
- (4) Containers shall not be vertically stacked.
- (5) The owner and operator of any site on which container is placed shall also be responsible that no hazardous substances are stored or kept within the container.
- (6) Short-term storage containers (portable storage units or PODs) shall be permitted as follows:
  - a. In all districts.
  - b. Duration: Once per year for a duration of no more than 30 days.
  - c. Maximum size: 8 feet wide, 16 feet long, 8 feet high.
  - d. All short-term storage containers (portable storage units) shall be removed immediately upon the issuance of a hurricane warning by a recognized government agency.
- (7) Mid-term storage containers on active construction sites shall be permitted as follows:
  - a. In all districts.
  - b. Duration: As needed with active permit and active, ongoing construction.
  - c. Number: One per homesite or small commercial project; maximum of three subdivision projects.
  - d. Maximum size: 10 feet wide, 25 feet long, 8.5 feet high, or 40 feet long if a combination office/storage container is utilized.

- (8) Long-term storage containers with required screening shall be permitted as follows:
  - a. In general industrial (GI), mixed commercial/industrial (MCI) and agricultural (AG).
  - b. Site plan review required.
  - c. Containers shall be fully screened from the view of the public right-of-way and adjacent properties by a masonry or brick enclosure of sufficient height and opacity. The development review committee may, via the administrative site plan or development plan approval process, administratively waive screening requirements when supported by site conditions (containers cannot be seen from public right-of-way or adjacent property). If the site conditions change and the containers are visible from the public right-of-way or adjacent property, such administrative waiver shall be revoked.
  - d. Number of containers shall be limited to the extent that maximum impervious surface area of the parcel is not exceeded.
  - e. Maximum size: 10 feet wide, 40 feet long, 8.5 feet high.
- (9) Long-term storage containers without required screening shall be permitted as follows:
  - a. In general industrial (GI) and mixed commercial/industrial (MCI) with conditional use permit approval by city commission.
  - b. Site plan review required.
  - c. Number of containers shall be limited to the extent that maximum impervious surface area of the parcel is not exceeded.
  - d. Maximum size: Per conditional use permit conditions.

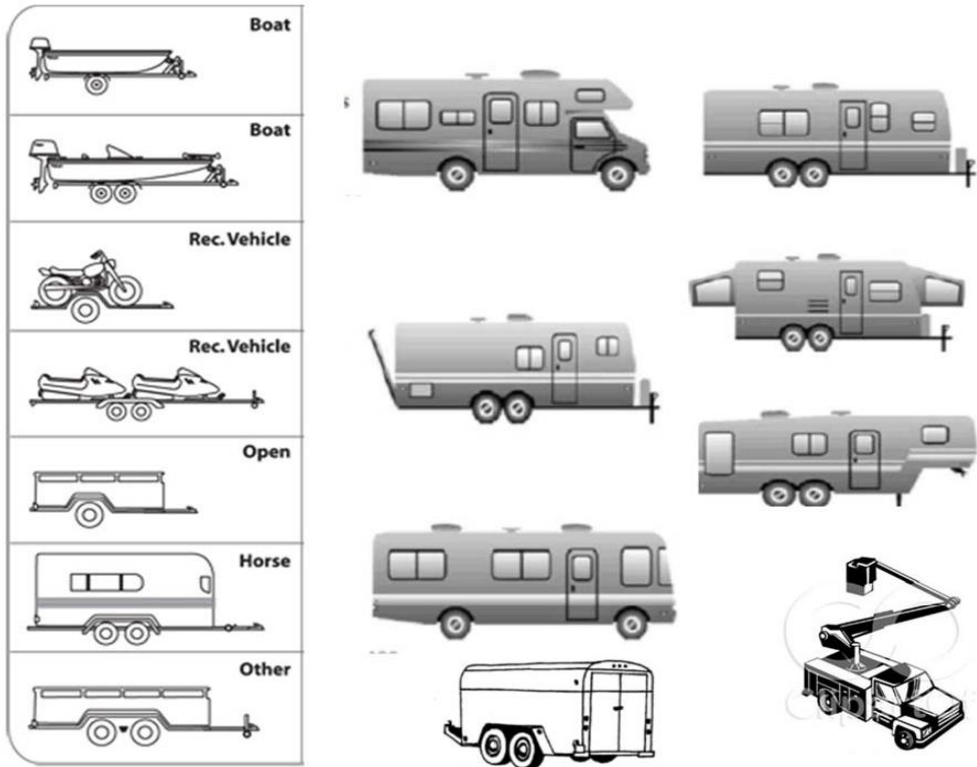
(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021; Ord. No. 21-40 , § 1, 12-16-2021)

**Sec. 110-5.14. Residential vehicle storage/parking.**

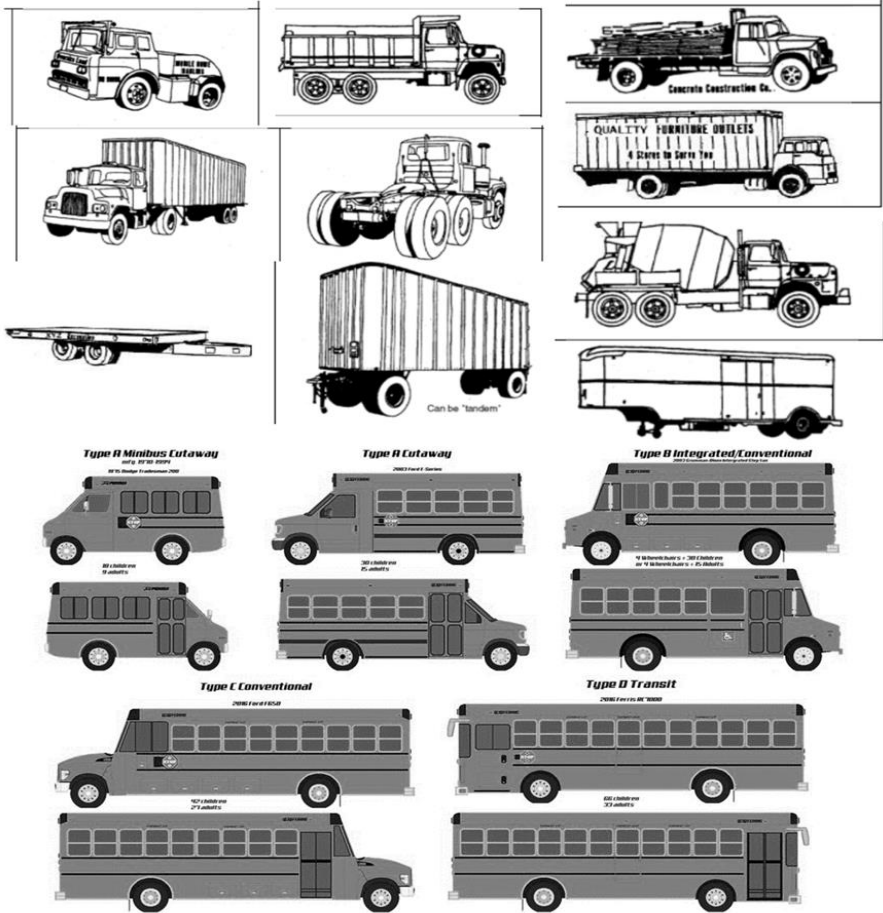
- (a) Vehicle storage/parking in residential areas (including mixed-use land use districts developed for residential uses) shall be permitted as follows; provided such vehicles comply with section 34-3 of the Code of Ordinances:
  - (1) Passenger vehicles and light duty work vehicles, having only two axles and no tandem axles, such as those depicted below with no setback required.



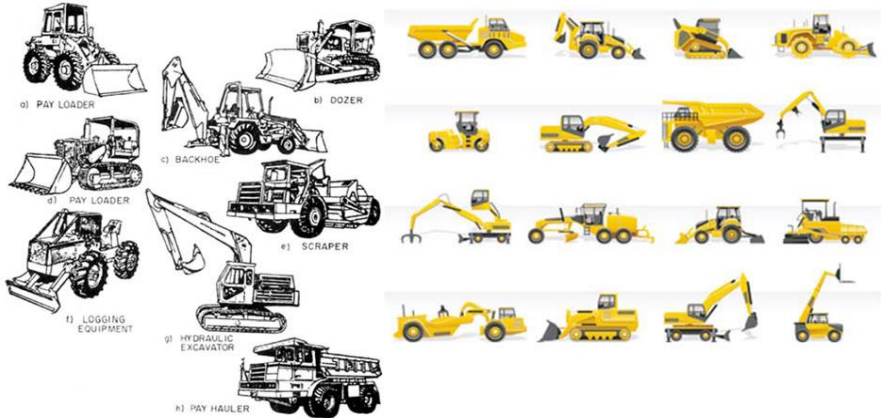
- (2) Recreational vehicles and utility trailers such as those depicted below, behind the building frontage on all lots except homestead lots, which must maintain a 25-foot street yard setback (on through lots and corner lots, behind the building frontage on the primary street with a 25-foot secondary street yard setback), provided that any open trailer loaded with debris, equipment or other materials must be screened from view of the right-of-way and neighboring properties.



- a. At no time shall such vehicles be occupied or used for living, sleeping or housekeeping purposes. The use of a trailer or mobile home as a dwelling or living unit on any lot other than a licensed and approved mobile home park, mobile home subdivision, or recreational vehicle park, within the MH/RV mobile home/recreational vehicle land use district shall not be permitted.
  - b. At no time shall such vehicles be connected to any water, sewer or gas utility services unless they are within a MH/RV mobile home/recreational vehicle land use district.
  - c. The city commission may authorize motor homes, trailers, or other conveyances during city-authorized or other special events at specific sites for a specified time period.
  - d. All recreational vehicles described herein, which are parked on residential property shall be licensed in accordance with all laws of the State of Florida.
- (3) Heavy duty vehicles, as determined by the development services director, busses, and trailers such as those depicted below are not permitted. Semi-trucks and trailers shall not be parked/stored in any residential area or mixed-use land use district developed as residential. No semi-trucks, trailers or other motor vehicle designed primarily for drawing other trailers or vehicles shall be parked or stopped in the in residential areas unless such semi-truck or trailer is actively in the process of loading or unloading and then such vehicle may only be stopped or parked for such period of time as is necessary to complete the process of loading or unloading the vehicle. Under no circumstances may a semi-truck or trailer remain parked or stopped in any residential land use district or mixed-use land use district developed as residential overnight.



(4) Heavy equipment such as that depicted below shall only be permitted on properties with an active building permit.



(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

**Sec. 110-5.15. Sheds storage buildings, utility buildings, greenhouses and other accessory structures (permanent or temporary).**

- (a) No accessory building used for industrial storage of hazardous, incendiary, noxious, or pernicious materials shall be located within 100 feet of any property line.
- (b) Storage buildings, greenhouses, and similar structures shall be permitted only if in compliance with standards for distance between buildings, and setbacks, if any, from property lines.
- (c) All accessory structures regulated by this chapter shall be permitted only in side and rear yards, unless there are extenuating circumstances that would justify placement in the street yard with no adverse effects on surrounding properties.
- (d) All accessory structures regulated by this chapter, except temporary ones as determined by the director, shall be included in all calculations for impervious surfaces, floor area ratios, or other site design requirements applying to the principal use of the lot.
- (e) Vehicles, including new and existing tractor-trailers, truck beds, manufactured housing, and mobile homes shall not be used as storage buildings, utility buildings, or other such uses.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016; Ord. No. 21-09 , § 1, 6-17-2021)

**Sec. 110-5.16. Swimming pools, hot tubs, spas and similar structures.**

- (a) Swimming pools, hot tubs, spas, and similar structures shall be permitted only in side and rear yards but not upon any utility easement.
- (b) Enclosures for pools, hot tubs, spas, and similar structures shall not be considered a part of the principal structure and shall comply with accessory use standards for minimum distance between buildings, yard requirements, and other building location requirements of this land development regulation.

**Sec. 110-5.17. Agricultural / Livestock Structures.**

- (a) Livestock structures (barn, stable, stall, etc.) shall be as closely centered on the property as possible, but in no case closer than ten (10) feet from the property line, unless adjacent property is under the same ownership.
- (b) Avian / Domestic Fowl structures (coops, pens, aviary, etc.) shall be placed no closer than ten (10) feet from the property line, unless the property is enclosed with minimum six (6) foot opaque privacy fence, then the structure may not be closer to the property line than five (5) feet.
- (c) All livestock areas must be maintained to minimize odor and waste accumulation.
- (d) Storage or parking of agricultural machinery and equipment shall be located behind the front face of the primary residence on the property.

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016, Ord. No. 22-36, 12-01-2022)





# City of Eustis

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

TO: EUSTIS CITY COMMISSION  
 FROM: Tom Carrino, City Manager  
 DATE: November 17, 2022  
 RE: Ordinance Number 22-37: Planned Unit Development Overlay and Master Plan for the Taylor Morrison Planned Unit Development

**Introduction:**

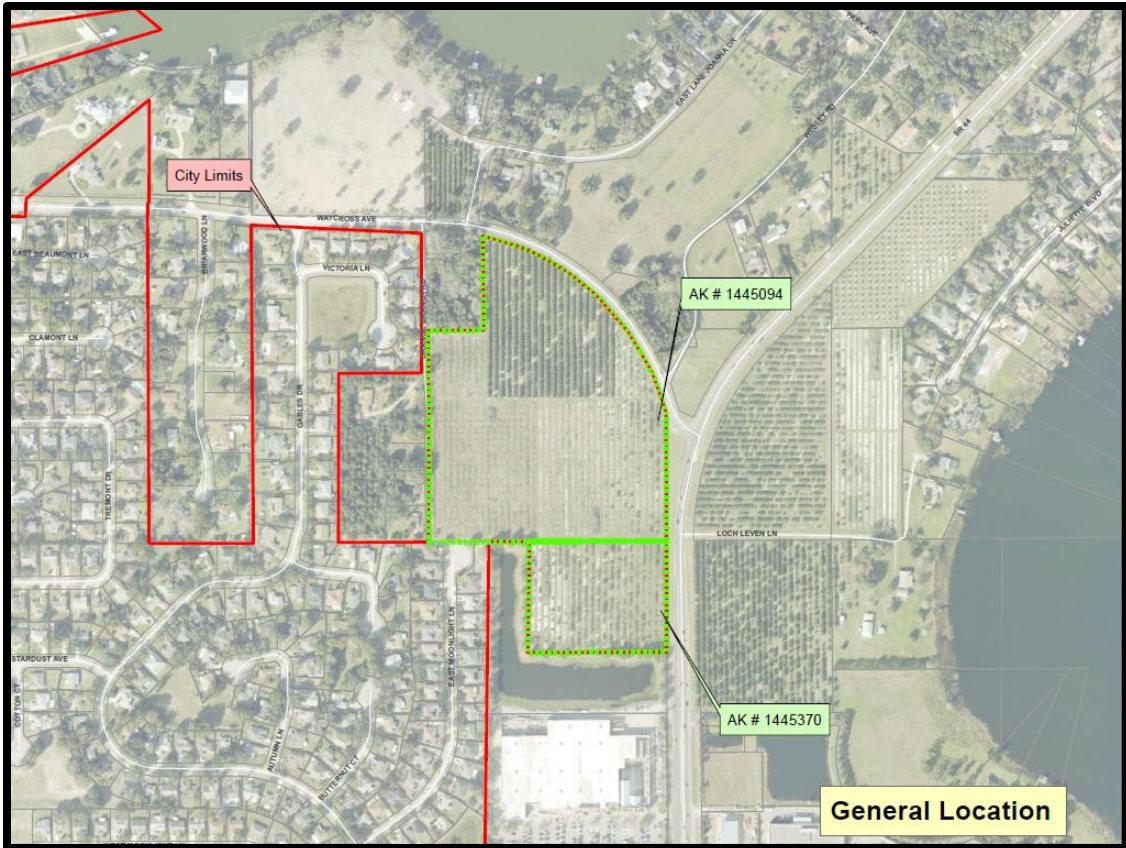
Ordinance Number 22-37 approves a Planned Unit Development (PUD) Overlay and PUD Master Plan for the Taylor Morrison Planned Unit Development, a 230-unit single-story multi-family project, on 24.94 gross acres on the south side of Waycross Avenue and the west side of State Road 44.

**Background:**

1. The site contains approximately 24.94 acres and is located within the Eustis Joint Planning Area. The site is currently vacant with vegetation in existence. *Source: Lake County Property Appraisers' Office Property Record Card Data.*
2. The property was annexed into the City on April 7 2022 with a Mixed Commercial Residential Future land Use and a Suburban Neighborhood Design District.

Surrounding properties have the following land use designations:

Site	Vacant	Mixed Commercial Residential	Suburban Neighborhood
North	Vacant	Urban Low (Lake County)	N/A
South	Stormwater Pond for Lowes'	Mount Dora	N/A
East	Vacant	Urban Low (Lake County)	N/A
West	Single Family Residence	Suburban Residential	Suburban Neighborhood



**Applicant’s Request:**

The applicant is requesting Planned Unit Development Overlay and Planned Unit Development Master Plan approval for a 230-unit single-story multi-family project, including the establishment of permitted uses and development standards.

The Applicant has provided a narrative for the project which is included within the City Commission Agenda Packet.

The Applicant’s proposed unique standards are as follows, with all other design and land use standards applying as found within the City of Eustis Land Development Regulations and Engineering and Design Standards Manual, as amended:

**Permitted Uses:**

Clubhouse/ Cabana	Construction Trailers (Temporary During Construction)
Detached Garages	Dog Park
Home Occupations	Maintenance Buildings
Model Homes	Parks
Pool	Public Service/ Facilities
Leasing/Management Office	Retention Ponds
Multi-Family Detached Residential	Multi-Family Attached Residential
Trails	

## Design Standards Table

<b>PUD</b>	<b>Proposed</b>
Maximum Density	9.22 dwelling units/acre
Maximum Units	230
Minimum Living Area	600 SF (under air/heat)
Detached Garages	.35 garage spaces per unit Up to 5 individual garages can be attached. The minimum area for each garage is 214 square feet.
Minimum Building Separation	10'
Maximum Height	One Story
Lot Width	N/A
Lot Depth	N/A
Lot Size	N/A
Open Space	27% Minimum
Parking	2 Spaces Per Unit
<b>Minimum Building Setbacks</b>	
Eastern Boundary - SR 44	25'
Northern Boundary - Waycross Ave	25'
Western Boundary	25'
Southern Boundary	25'

**Landscape Buffers:**

Enhanced landscape buffers shall be provided, as shown on the PUD Master Plan and outlined below:

- A. Landscaping
  1. A 15-foot wide landscape buffer with enhanced plantings to be provided along the southern property line adjacent to E. Moonlight Lane (the 44 Gables neighborhood) and along the eastern boundary adjacent to Orange Branch Road (easement).
  2. A 15-foot wide landscape buffer with enhance plantings will be located along Waycross Avenue and SR 44.
- B. Wall/Fencing – a six-foot-tall fence or wall shall be included along the landscape buffer at the perimeter. The fence/wall shall be a decorative PVC fence or pre-cast type wall with decorative stone-finished columns and column caps (or similar) or some combination of the two materials. A six-foot-tall pre-cast type wall will be located within a 15-foot landscape buffer with enhanced plantings along E. Moonlight Lane (the 44 Gables neighborhood).

**Recreational Amenities**

- A. Dog Park - 0.20-acre
- B. Amenity Area – 0.74-acre

C. Park Space – 1.59-acres

Total - 2.53-acres

**Sec. 102-29. - PUD overlay.**

The intent and purpose of a planned unit development (PUD) overlay is to provide for a diversity of land uses to create a planned, sustainable community and provide an opportunity for flexibility and innovation. The objective is not simply to allow exceptions to otherwise applicable regulations, but to encourage a higher level of design and amenity than it is possible to achieve under the current regulations...

**The applicants proposed Planned Unit Development Standards is intended to provide development standards that are a hybrid between traditional single-family and multi-family development forms. The current Design Districts do not provide for a direct parallel to match the development form proposed by the applicant. That form taking the shape of a single story residential complex constructed to purposefully be managed as a multi-family entity.**

**Analysis of Request According to Applicable Policies and Codes:**

Section 102-29 PUD Overlay: The intent and purpose of a planned unit development (PUD) overlay is to provide for a diversity of land uses to create a planned, sustainable community and provide an opportunity for flexibility and innovation. The objective is not simply to allow exceptions to otherwise applicable regulations, but to encourage a higher level of design and amenity than it is possible to achieve under the current regulations. The city may impose specific conditions of approval upon any PUD. Such conditions shall be recommended for the purposes of assuring consistency with the comprehensive plan or elements thereof; offsetting or minimizing impacts upon public improvements, surrounding land uses, and significant environmental features; and assuring the adequacy of public services and facilities which will specifically serve the proposed planned unit development site. Conditions imposed upon an approved master planned unit development plan shall constitute the standards and guidelines against which the development of the planned unit development site, or any increment or phase thereof, shall be reviewed.

In order to approve a PUD, findings of fact shall be made to support the following conclusions:

- a. There are special physical or geographical conditions or objectives of development which warrant a departure from the standard land use and design district regulations.

***The previously disturbed nature of the property (operating orange grove) subject to this request, and the unique development form and operating model being applied to the development, for which there is not a direct correlation with the City's design standards, create the opportunity and need for the City and the applicant to come to a reasonable agreement under the planned unit development process.***

***The following departures from the design district regulations represent minor development standard adjustments to accomplish a reasonable hybrid of Design District Standards to allow for the applicant unique development form.***

**Limitation of Permitted Uses**

***Permitted uses in the Suburban Residential land use district are provided for in Table 109-4 of the Land Development Regulations. To create a community with a higher level of***

**amenity and minimize impacts to the surrounding land uses, the applicant is proposing a limitation of permitted uses as follows:**

Clubhouse/ Cabana	Construction Trailers (Temporary During Construction)
Detached Garages	Dog Park
Home Occupations	Maintenance Buildings
Model Homes	Parks
Pool	Public Service/ Facilities
Leasing/Management Office	Retention Ponds
Multi-Family Detached Residential	Multi-Family Attached Residential
Trails	

**Lot Typologies**

***The proposed development form does not fully follow the residential lot typologies nor the applicable multi-family or apartment typologies. Therefore, working with City staff the applicant proposed the following standards.***

<b>PUD</b>	<b>Proposed</b>
Maximum Density	9.22 dwelling units/acre
Maximum Units	230
Minimum Living Area	600 SF (under air/heat)
Detached Garages	.35 garage spaces per unit Up to 5 individual garages can be attached. The minimum area for each garage is 214 square feet.
Minimum Building Separation	10'
Maximum Height	One Story
Lot Width	N/A
Lot Depth	N/A
Lot Size	N/A
Open Space	27% Minimum
Parking	2 Spaces Per Unit
<b>Minimum Building Setbacks</b>	
Eastern Boundary - SR 44	25'
Northern Boundary - Waycross Ave	25'
Western Boundary	25'
Southern Boundary	25'

- b. The resulting development is consistent with the character of the surrounding area and the overall planning objectives of the city.

***As designed, the project is consistent with the Development Framework and Planning Principals outlined in the Comprehensive Plan, Goal FLU 1, Objective FLU 1.1 and Policy 1.1.1.***

**GOAL FLU 1: DEVELOPMENT FRAMEWORK**

**Implement a land use and development framework that will:**

- Promote diversified economic development;**
- Protect and enhance residential neighborhoods;**
- Ensure services and facilities for new and existing development;**
- Discourage urban sprawl;**
- Recognize the value of natural resources; and**
- Respect private property rights.**

**OBJECTIVE FLU 1.1: DEVELOPMENT FRAMEWORK IMPLEMENTATION**

**To create a planning framework and implementation strategy that will enhance the livability of the City of Eustis; promote its natural, cultural, and physical resources; minimize any negative effects of urban development on the natural resources of the City; maintain overall air quality; and discourage urban sprawl.**

**Policy FLU 1.1.1: Planning Principles**

**The following principles shall guide the creation of land use policy and development regulations within the City of Eustis:**

- Creating a range of housing opportunities and choices;**
- Creating walkable neighborhoods;**
- Encouraging community and stakeholder collaboration;**
- Fostering distinctive, attractive communities with a strong sense of place;**
- Making development decisions predictable, fair and cost effective;**
- Allowing for a mix of land uses;**
- Providing for open space, natural beauty and protection of critical environmental areas;**
- Providing a variety of transportation choices;**
- Encouraging compact building design.**

- c. The existing or planned infrastructure is adequate to support the anticipated development.

**The project proposes extension of water and wastewater utilities to serve the development, and capacity is available. The development proposes an internal pedestrian system providing walkable connectivity internal to the development.**

- d. The development incorporates best management practices for stormwater management, "green" building, and water and energy efficiency.

**The stormwater management system will be designed to meet the city's land development regulations and St. Johns River Water Management District regulations; post-development runoff shall not exceed predevelopment conditions.**

- e. The development protects, preserves, and/or manages areas of significant natural resources.

**The PUD Master Plan provides an internal passive park and walking trails. When combined with the amenity center, open space areas and landscape buffers, the plan provides above the minimum requirements for open space and park areas to support the development.**

- f. The arrangement of proposed uses better integrates future development into the surrounding neighborhood.

**Where new residential dwelling units are proposed in locations near existing residential developments, landscape buffers are provided along with fence line for visual and noise buffering as well as security for both existing residents and the residents of the proposed development.**

- g. Each development phase can, together with any phases that preceded it, exist as an independent unit that meets all approval criteria and other applicable regulations even if no subsequent phase should ever be completed.

**The PUD Master Plan complies.**

Comprehensive Plan - Future Land Use Element Appendix; Land Development Regulations Section 109-2.6, 109-3, 109-4: Mixed Commercial / Residential (MCR) This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses.

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

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

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

Special Provisions:

- (1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:
  - a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
  - b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
  - c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
  - d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
- (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

**The Planned Unit Development Overlay provides for the proposed hybrid single story multi-family use type at a at a maximum density of 9.22 units per acre in a Mixed Commercial Residential land use district, which permits up to 12 dwelling units per acre.**

**Furthermore, Policy FLU 1.3.2: Maintain Residential Compatibility of the Eustis Comprehensive Plan indicates, "review and analysis of development applications and future land use map amendments shall recognize as a fundamental principle of the City's Comprehensive Plan that the highest concentration of development density and intensity within the City shall be permitted in the downtown and that this overall density/intensity decreases incrementally outward from the downtown to lower densities that are located in outlying rural areas or areas of the City which have physical limitations to development."**

**Higher density in locations away from downtown, but supported with urban services/retail/employment activity, is permitted as an exception to this principle.”**

**The proposed development of 9.22 dwelling units per acre will be served with water and sewer. The property is located on the periphery of the City of Eustis Municipal boundary, however the property is in close proximity to the US Hy 441 corridor and is in an urbanized / urbanizing area between the meeting of the municipal borders of the City of Eustis with the City of Mount Dora.**

**In keeping with Florida Statute (FS) 163.3177, directing density to municipalities reduces the proliferation of sprawl thereby protecting true rural and agricultural lands. By directing development to municipalities, development pressure on outlying areas is reduced. The provision of cost-effective public services is not only provided for in Eustis’ Strategic Plan, but it is also an important factor in protecting natural resources, including groundwater. Greater densities are warranted and necessary for the cost-effective provision of public services where both water and sewer are provided. Compact service areas reduce per capita costs of public services.**

**The Planned Unit Development Overlay, consistent with the Comprehensive Plan and Land Development Regulations, provides for roadway, sidewalks, and residences equating to a maximum 40%. The plan provides 27% open space, exceeding the minimum 25% requirement. The proposed plan is consistent with the MCR land use per the Future Land Use Element Appendix of the Comprehensive Plan and the Land Development Regulations.**

- c. Land Development Regulations – Design Districts Section 109-5.5. – Suburban development pattern intent statements.

*Intent.* The suburban development pattern relies primarily on a pattern of residential development that provides the majority of property owners with substantial yards on their own property. The street layout, comprised of streets with fewer vehicular connections, helps to reduce cut-through traffic and establishes distinct boundaries for residential communities/subdivisions. Nonresidential uses are primarily located on corridors, districts and a mix of uses is prominent in centers. Each land use provides for pedestrian and bicycle connections.

*Suburban neighborhood.*

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

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

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

**The PUD plan meets the intent of the of the Suburban development pattern and Suburban Neighborhood design district.**

- d. Land Development Regulations – Chapter 115 General Building and Site Design Standards

**Section 115-3.2. addresses suburban districts and residential compatibility as follows:**



Sec. 115-3.2. – Suburban districts.

Suburban residential compatibility. The maximum residential density permitted within any suburban design district shall be consistent with the maximum density of the applicable land use district assigned to each individual property.

When any suburban design district abuts an existing development in a suburban district, and proposed new residential lots will share a common boundary with existing or platted lots:

The width of the new lots may be no more than 150 percent of the width of the existing or platted lots, unless:

***The property has a Mixed Commercial land use designation which permits a maximum of 12 dwelling units per acre. The proposed PUD is designed at 9.22 dwelling units per acre. The proposed development is not designed with individual lots (fee simple). The development plan depicts common areas between the units and the overall project boundary.***

**Recommended Action:**

The administration recommends approval of Ordinance Number 22-37.

**Policy Implications:**

None

**Alternatives:**

1. Approve Ordinance Number 22-37
2. Deny Ordinance Number 22-37

**Budget/Staff Impact:**

None

**Prepared By:**

Jeff Richardson, AICP, Deputy Director, Development Services

**Reviewed By:**

Mike Lane, AICP, Director, Development Services

**ORDINANCE NUMBER 22-37**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY FOR TM MULTI-FAMILY PUD PURSUANT TO SECTION 102-29 AND 109-2.8 OF THE LAND DEVELOPMENT REGULATIONS; APPROVING A PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN FOR A 230-UNIT SINGLE-STORY MULTI-FAMILY PROJECT, ON 24.94 GROSS ACRES ON THE SOUTH SIDE OF WAYCROSS AVENUE AND WEST SIDE OF SR 44, ESTABLISHING PERMITTED USES AND DEVELOPMENT STANDARDS, PROVIDING FOR A PD MASTER PLAN, PROVIDING FOR CONDITIONS OF APPROVAL, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, TM BTR, LLC has made an application for a Planned Unit Development Overlay for a 230-unit single-story multi-family residential development on 24.94 gross acres on the south side of Waycross Avenue and west of SR 44, more particularly described as follows:

LCPA PARCEL ID# 19-19-27-0001-000-00100 and 18-19-27-0004-000-02000

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

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 19; THENCE RUN NORTH 89°57'52" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19 AND THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18 FOR A DISTANCE OF 633.02 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE ROAD 44 / COUNTY ROAD 44B AS RECORDED IN MAP BOOK 13, PAGES 74 THROUGH 94 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH AND SOUTH LINE RUN SOUTH 00°18'56" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 429.04 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN NORTH 89°54'58" WEST FOR A DISTANCE OF 545.84 FEET; THENCE RUN NORTH 01°12'55" EAST FOR A DISTANCE OF 428.68 FEET TO A POINT ON THE AFORESAID NORTH AND SOUTH LINE OF SAID SECTIONS 19 AND 18; THENCE RUN NORTH 89°57'52" WEST ALONG SAID NORTH AND SOUTH LINE FOR A DISTANCE OF 385.03 FEET; THENCE DEPARTING SAID NORTH AND SOUTH LINE RUN NORTH 00°09'12" EAST FOR A DISTANCE OF 813.27 FEET; THENCE RUN SOUTH 89°57'53" EAST FOR A DISTANCE OF 201.97 FEET; THENCE RUN NORTH 00°20'24" EAST FOR A DISTANCE OF 363.61 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF WAY CROSS AVENUE AS RECORDED IN MAP BOOK 5, PAGES 99 THROUGH 103 OF THE AFORESAID PUBLIC RECORDS BEING A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF

911.09 FEET, WITH A CHORD BEARING OF SOUTH 50°57'00" EAST AND A CHORD DISTANCE OF 838.88 FEET; THENCE RUN THE FOLLOWING COURSES ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE: SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 54°49'19" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 871.75 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 66°27'40" EAST FOR A DISTANCE OF 5.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 916.09 FEET, WITH A CHORD BEARING OF SOUTH 20°14'27" EAST AND A CHORD DISTANCE OF 105.41 FEET; THENCE RUN SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 06°35'46" ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 105.47 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 16°56'34" EAST FOR A DISTANCE OF 61.31 FEET TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD 44 / COUNTY ROAD 44B; THENCE RUN SOUTH 00°18'56" EAST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 493.27 FEET TO THE POINT OF BEGINNING.

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

**WHEREAS**, Section 102-29 of the Eustis Land Development Regulations provides for a Planned Unit Development Overlay (PUD) to create planned sustainable communities, provide an opportunity for flexibility and innovation and to encourage a higher level of design and amenity than is possible to achieve under the current regulations; and

**WHEREAS**, the unique site characteristics of the TM Multi-family PUD property and the development objectives warrant a departure from the standard land use and design district regulations; and

**WHEREAS**, the proposed PUD complies with the density limitations under the assigned Mixed Commercial/Residential District (MCR) land use; and

**WHEREAS**, departures from the assigned Suburban Neighborhood design district regulations are necessary to address the desired PUD development standards to accomplish the development of the single-story multi-family development on a single lot, which differs from any of the City's current lot types and to provide a higher level of amenity and design; and

**WHEREAS**, the resulting development is consistent with the character of the surrounding area and the overall planning objectives of the city; and

**WHEREAS**, the existing and planned infrastructure is adequate to support the development; and

**WHEREAS**, the development incorporates best management practices for stormwater management and water and energy efficiency; and

**WHEREAS**, the development protects, preserves, and manages areas of significant natural resources; and

**WHEREAS**, the arrangement of the proposed use better integrates future development into the surrounding neighborhood; and

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

**SECTION 1. PLANNED UNIT DEVELOPMENT OVERLAY**

That the TM Multi-Family Planned Unit Development Overlay for 230-unit single-story multi-family residential project located on south side of Waycross Avenue and west of SR 44, with conditions provided for in Section 4.

**SECTION 2. PLANNED UNIT DEVELOPMENT MASTER PLAN**

That the TM Multi-Family Planned Unit Development Master Plan, attached hereto as Exhibit "A", is hereby approved with the following development standards:

**Permitted Uses:**

CLUBHOUSE/ CABANA  
 CONSTRUCTION TRAILERS  
 DETACHED GARAGES  
 DOG PARK  
 HOME OCCUPATIONS  
 MAINTENANCE BUILDINGS  
 MODEL HOMES  
 PARKS  
 POOL  
 PUBLIC SERVICE/ FACILITIES  
 LEASING/MANAGEMENT OFFICE  
 RETENTION PONDS  
 MULTI-FAMILY DETACHED RESIDENTIAL  
 MULTI-FAMILY ATTACHED RESIDENTIAL  
 TRAILS

Design Standards Table

<b>PUD</b>	<b>Proposed</b>
Maximum Density	9.22 dwelling units/acre
Maximum Units	230
Minimum Living Area	600 SF (under air/heat)
Detached Garages	.35 garage spaces per unit Up to 5 individual garages can be attached. The minimum area for each garage is 214 square feet
Minimum Building Separation	10'
Maximum Height	One Story
Lot Width	N/A
Lot Depth	N/A
Lot Size	N/A
Open Space	27% Minimum
Parking	2 Spaces Per Unit
<b>Minimum Building Setbacks</b>	
Eastern Boundary - SR 44	25'
Northern Boundary - Waycross	25'
Western Boundary	25'
Southern Boundary	25'

**Landscape Buffers:**

Enhanced landscape buffers shall be provided, as shown on the PUD Master Plan and outlined below:

- A. Landscaping
  1. A 15-foot wide landscape buffer with enhanced plantings to be provided along the southern property line adjacent to E. Moonlight Lane (the 44 Gables neighborhood) and along the eastern boundary adjacent to Orange Branch Road (easement).
  2. A 15-foot wide landscape buffer with enhance plantings will be located along Waycross Avenue and SR 44.
- B. Wall/Fencing – a six-foot-tall fence or wall shall be included along the landscape buffer at the perimeter. The fence/wall shall be a decorative PVC fence or pre-cast type wall with decorative stone-finished columns and column caps (or similar) or some combination of the two materials. A six-foot-tall pre-cast type wall will be located within a 15-foot landscape buffer with enhanced plantings along E. Moonlight Lane (the 44 Gables neighborhood).

**Recreational Amenities**

- A. Dog Park - 0.20-acre
- B. Amenity Area – 0.74-acre
- C. Park Space – 1.59-acres
- Total - 2.53-acres

**SECTION 3. TERM**

The term of this Planned Unit Development Overlay shall be ten (10) years from the effective date.

**SECTION 4. CONDITIONS**

That a Site Plan approval and Final Engineering/Construction Plan approval shall be consistent with the Land Development Regulations, except as provided for herein.

**SECTION 5.**

That this Ordinance shall become effective upon passing.

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

---

Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

---

Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Michael L. Holland, Mayor, and Christine Halloran, CMC, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 22-37 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, CMC, City Clerk

Exhibit A – PUD Master Plan

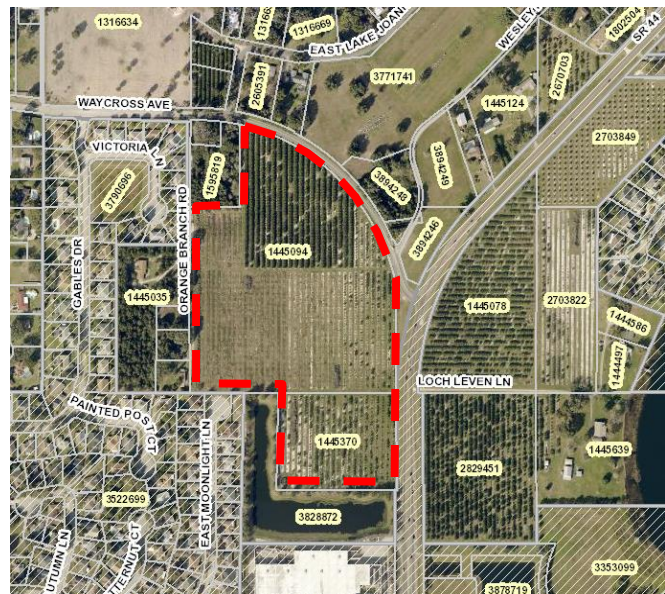
Item 6.6



## TM Multi-Family PUD Overlay – Statement of Development Characteristics

### Context

The project site includes two parcels totaling +/- 24.94 acres directly to the west of the intersection of SR 44 and Waycross Avenue. Parcel 1445094, the larger of the two parcels, is located to the north, and Parcel 1445370, the smaller parcel, is located to the south and abuts an L-shaped pond for Lowes Home Improvement. The entire site is upland and has historically consisted of a citrus grove. No plant species listed as threatened or endangered by state or federal agencies were identified on the subject site during an assessment conducted by the project biologist. The site is within the Wekiva Study Area but does not have applicable vegetative species.



Although the scale resembles a single-family detached and attached villa-type design, the proposed community is multi-family and will be owned and managed by a single entity that will ensure high-quality and professional maintenance of public and private spaces. Amenities will include a pool/clubhouse, gardens, and informal and formal open spaces like a dog park. Each home is single-story and consists of a private yard. The project will connect to City water and sewer and the irrigation supply will be provided by an onsite well. Water conservation concepts include the use of native Florida-Friendly plantings that require less irrigation and pervious paving (where feasible) in parks and similar spaces. The primary access will be off SR 44 with secondary access located off Waycross Avenue and entrances are planned to be gated. Two ponds frame the project in the north and south.

The proposed PUD demonstrates consistency with the Mixed Commercial/Residential District (MCR) Future Land Use Designation and Suburban Neighborhood Design District Designation. The maximum density will be 9.22 dwelling units to the acre or 230 multi-family units, which is significantly less than the maximum 12 units to acre allowable in the MCR District. The Plan minimizes the number of access points and does not provide for cut-through traffic into existing established neighborhoods. A substantial design emphasis is placed on private community spaces that foster interaction and vibrancy.

Given the scale and massing of the attached and detached one-story unit homes, the development fits well with adjacent development. Pond sites are strategically located in the north and south to frame the community. As shown in the PUD Master Plan, a six-foot-tall pre-cast type wall or decorative fence will be located within a 15-foot landscape buffer with enhanced plantings along Orange Branch Road (easement), Waycross Avenue, and SR 44. A six-foot-tall pre-cast type wall will be located within a 15-foot landscape buffer with enhanced plantings along E. Moonlight Lane (the 44 Gables neighborhood). The Master Plan also provides graphics depicting buffer details.

The PUD is consistent with Goal FLU 1 (Development Framework) and Objective FLU 1.1 (Development Framework Implementation), as the project protects residential neighborhoods and discourages urban sprawl. The property has frontage on two public streets and infrastructure is readily available. Consistent with Policy FLU 1.1.1 (Planning Principles), the project will expand the range of housing opportunities and choices in a format that is compact and pedestrian scale.

### Lot Typology

Allowable lot typologies in the Suburban Neighborhood Design District in Section 109 of the City's Code do not currently envision the type of multi-family that is proposed, which is a single-story attached and detached villa style units on one large lot. This Planned Development promotes a cohesive, integrated, and walkable community that is consistent with the Future Land Use Plan and compatible with surrounding development. Accordingly, the PUD proposes the following design standards as noted in the table below:

<b>PUD</b>	<b>Proposed</b>
Maximum Density	9.22 dwelling units/acre
Maximum Total Units	230
Minimum Living Area	600 square feet (under air/heat)
Detached Garages	.35 garage spaces per unit Up to 5 individual garages can be attached. The minimum area for each garage is 214 square feet.
Minimum Building Separation	10-Feet
Maximum Height	One Story
Lot Width	N/A
Lot Depth	N/A
Lot Size	N/A

Open Space	27% Minimum
Minimum Park Space	2.53 Acres
Building Setbacks Provided	
SR 44	25-Feet
Waycross Ave	25-Feet
Eastern Boundary	25-Feet
Southern Boundary	75-Feet
Frontages	
Common Lawn	See PUD Master Plan
Private Yard	See PUD Master Plan
Landscape Buffers	See PUD Master Plan

**Design**

Architectural elements are pedestrian in scale and the following elevation and design examples are provided for context and illustrative purposes. Final architectural elevations are subject to City approval during the building permit review process.

**Representative Elevation – Craftsman – One Bedroom Attached Homes**



### Representative Elevation – Craftsman – Two Bedroom Detached Home

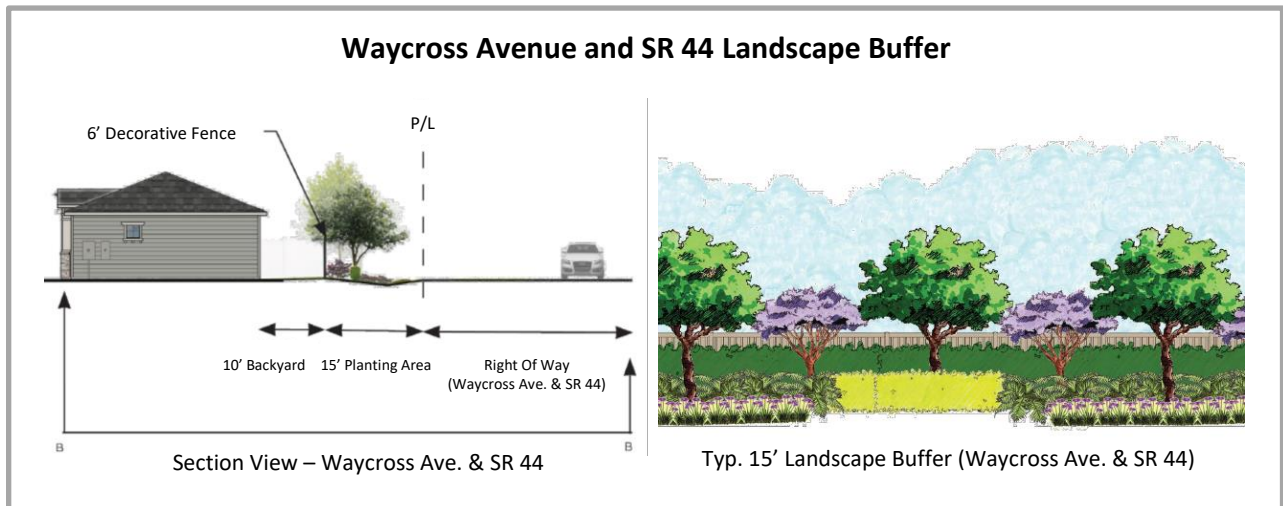


**FRONT ELEVATION**  
CRAFTSMAN 1/4" = 1'-0"



**FRONT ELEVATION**  
CRAFTSMAN 1/4" = 1'-0"

### TM Multi-Family PUD Overlay – Illustrative Site Plan



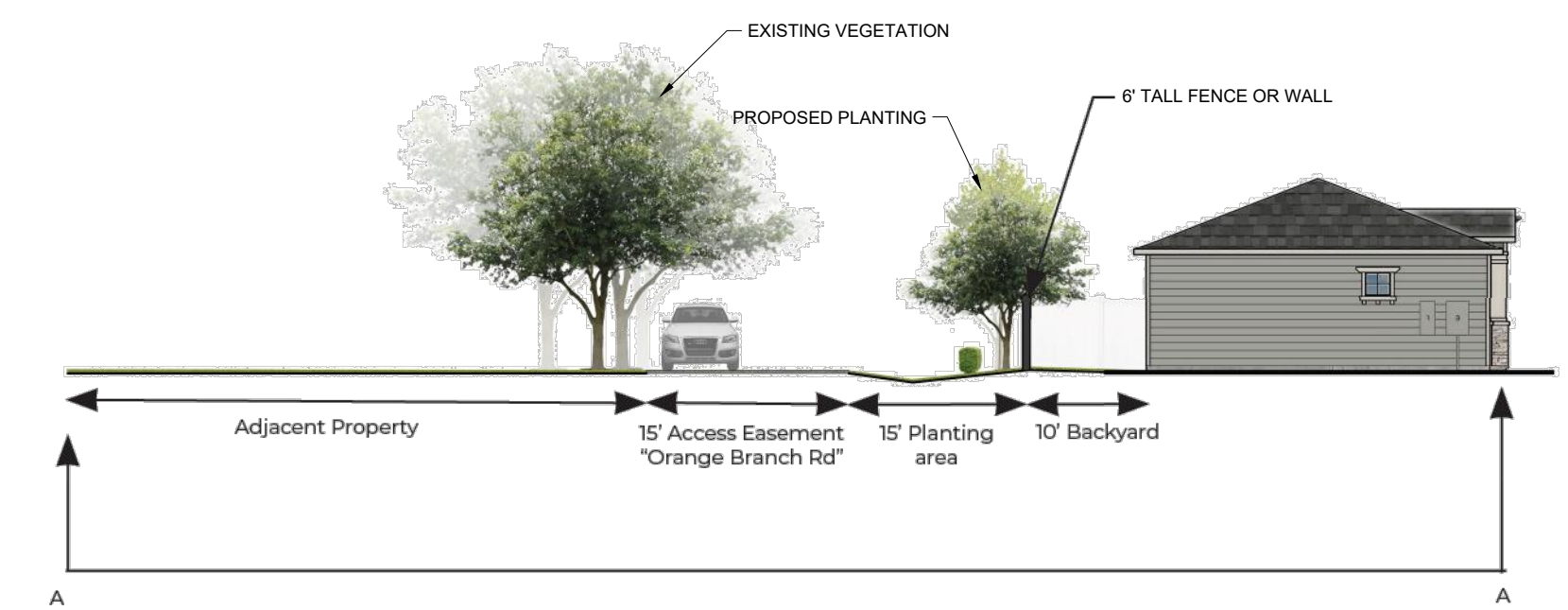
SITE DATA TABLE	
PROJECT LOCATION	CITY OF EUSTIS
TOTAL PROJECT AREA	24.94-ACRES±
PARCEL IDS	1445094 & 1445370
FUTURE LAND USE	MCR (MIXED COMMERCIAL/RESIDENTIAL)
MAXIMUM DENSITY	9.22 DU/AC.
MAXIMUM TOTAL UNITS	230
MINIMUM BUILDING SEPARATION	10'
MINIMUM LIVING AREA	600 SQUARE FEET (UNDER AIR/HEAT)
MAXIMUM HEIGHT	ONE STORY
OPEN SPACE	27% MINIMUM
PARK SPACE	2.53-ACRES

**PROJECT TEAM MEMBERS:**

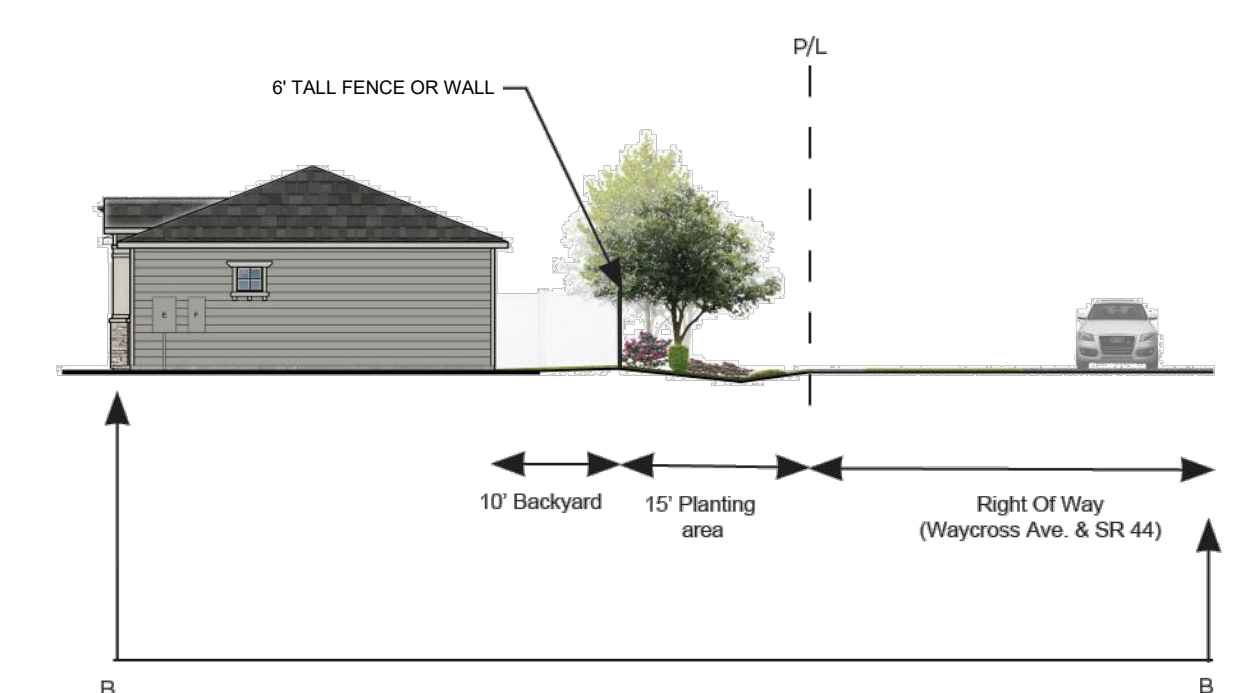
**DEVELOPER:**  
 TM BTR OF FLORIDA, LLC  
 2600 LAKE LUCIEN DRIVE, SUITE 350  
 MAITLAND, FLORIDA 32751  
 PHONE: (813) 230-1762  
 EMAIL: KROBERTS@TAYLORMORRISON.COM

**ENGINEER:**  
 LEVELUP CONSULTING, LLC  
 505 E. JACKSON STREET SUITE 200  
 TAMPA, FLORIDA 33602  
 PHONE: (813) 375-0616  
 EMAIL: BRANDONM@LEVELUPFLORIDA.COM

**ATTORNEY:**  
 AKERMAN, LLP  
 420 SOUTH ORANGE AVENUE, SUITE 1200  
 ORLANDO, FLORIDA 32801  
 PHONE: (407) 419-8584  
 EMAIL: CAROLYN.HASLAM@AKERMAN.COM



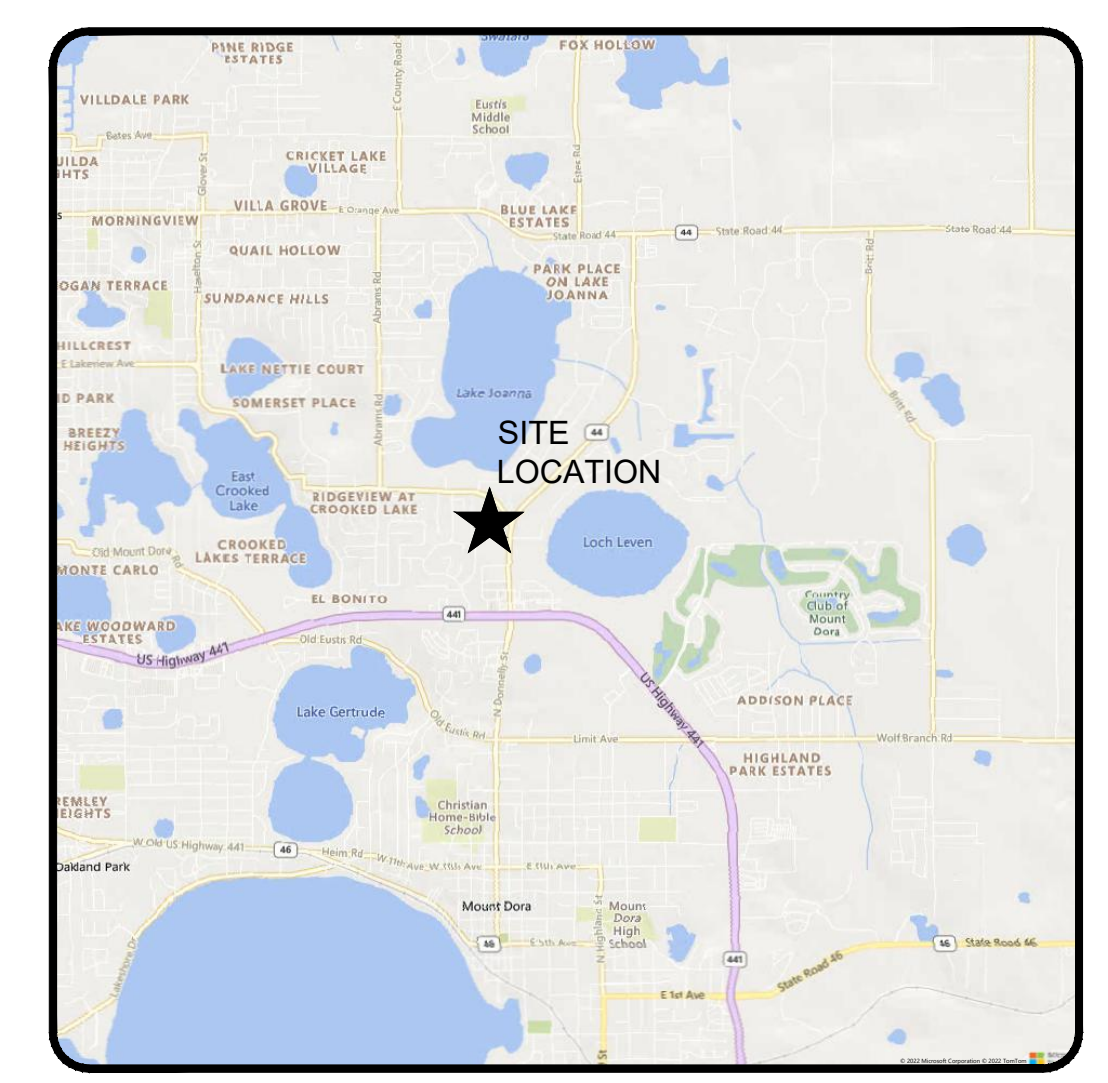
Section View - Access Easement (Orange Branch Rd.)



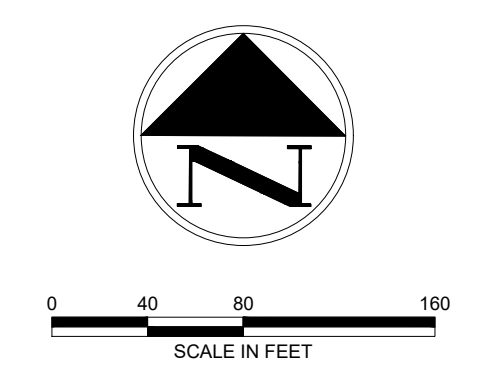
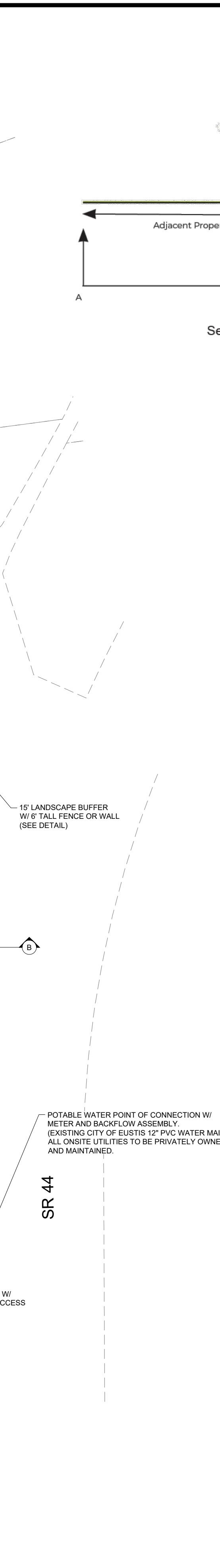
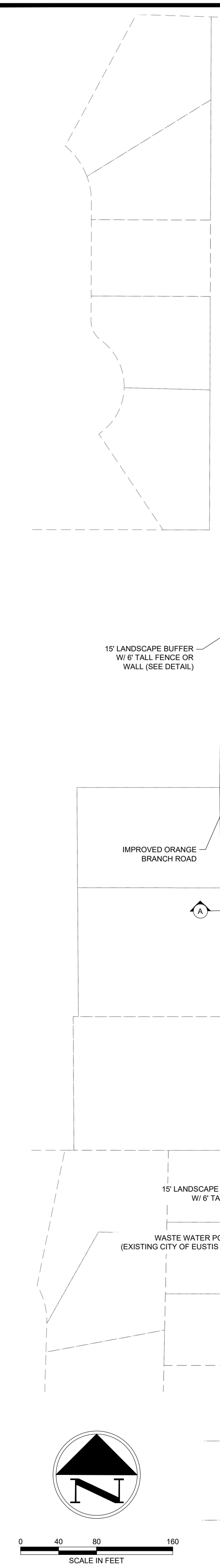
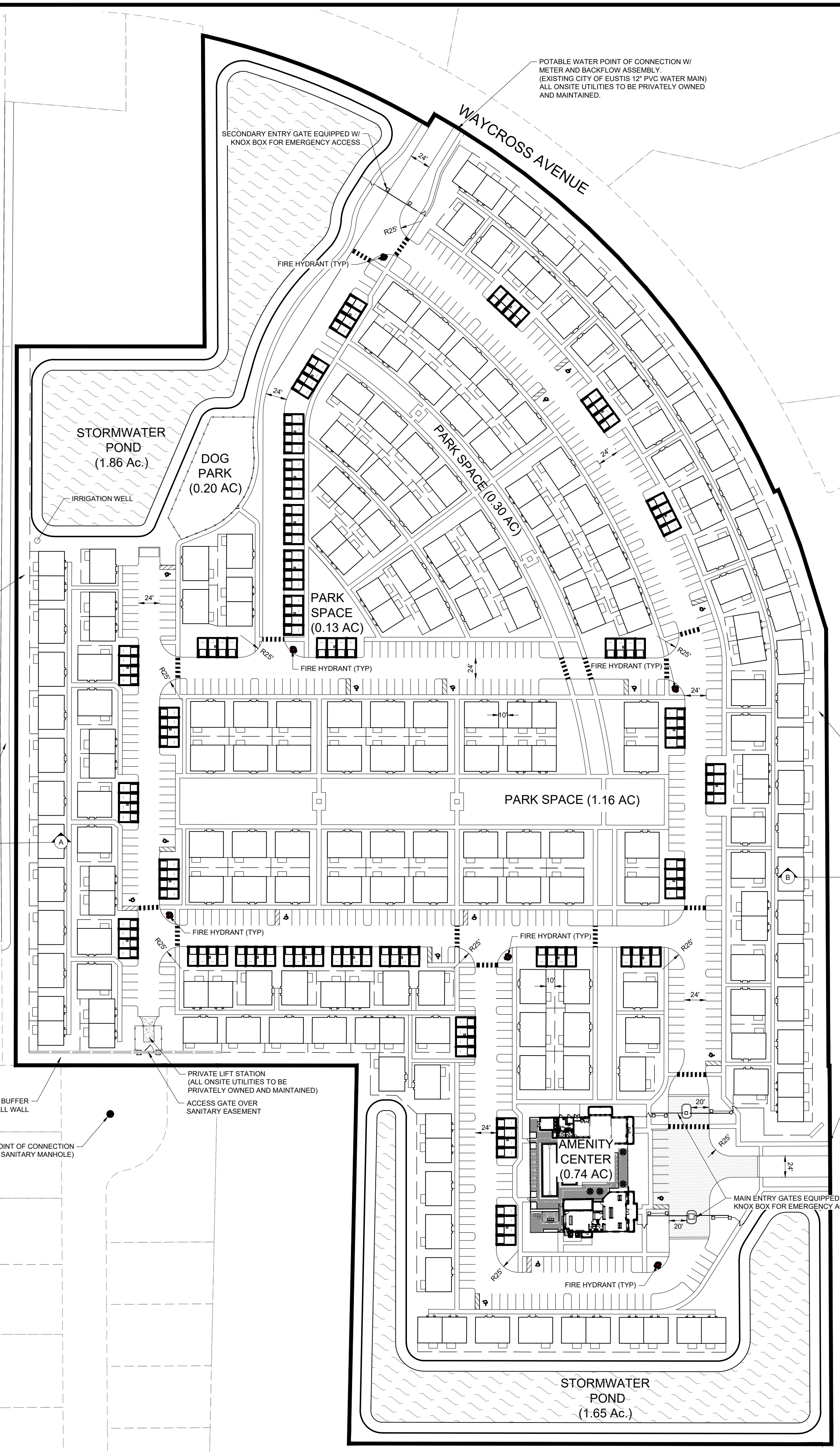
Section View - Waycross Ave. & SR44



Typ. 15' Landscape Buffer - Waycross Ave. & SR44



LOCATION MAP  
1" = 1,000'



I:\Projects\188-01 Eustis Property Drawings\188-01-07 PUD Master Plan\Current Plans\188-01-07 PUD Master Plan.dwg  
 10/26/2022 2:48:31 PM PLotted by: kerson.mohr

**PROJECT NAME:**  
 TM MULTI-FAMILY

**DRAWING TITLE:**  
 PUD MASTER PLAN

**PROJECT No.** 168-01-01  
**DATE** 8/26/2022

**LEVELUP CONSULTING, LLC**

505 E. JACKSON STREET, SUITE 200  
 TAMPA, FLORIDA 33602  
 OFFICE: 813-375-0616  
 WWW.LEVELUPFLORIDA.COM



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: November 17, 2022

RE: Consideration of Sponsorship for Lake Cares

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**Introduction:**

Eustis City Commission asked for a discussion regarding a sponsorship to assist with costs for the construction of the new home for Lake Cares, Inc. Food Pantry

**Background:**

Lake Cares, Inc. Food Pantry is constructing a new building at 4500 North 19 A in unincorporated Lake County. While historically not physically located in Eustis, Lake Cares regularly facilitates food distribution events in Eustis and has been a strong partner with the City.

City Commission requested a discussion item on possibly assisting Lake Cares in the form of a sponsorship for their new facility. Attached is the gift chart from Lake Cares outlining the available sponsorship opportunities.

**Recommended Action:**

Staff is recommending sponsoring the "Donation Drop Off Area" in the amount of \$10,000, which can be paid out at \$2,000 annually for five years. This provides a sponsorship for a high-profile area at a reasonable cost to the City.

**Budget/Staff Impact:**

The budget impact would be \$2,000 per year for five years.

**Prepared By:**

Tom Carrino, City Manager



Place/Space/Equipment	Opportunity	Gift Amount	Status
Overall Building/Facility Naming	1	\$1,500,000	
Warehouse	1	\$500,000	
Freezer	1	\$250,000	
Refrigerator	1	\$250,000	
Education Kitchen/Volunteer Lounge	1	\$100,000	
Shipping & Receiving	1	100,000	
Solar Roofing	1	150,000	Secured/Not Available IN KIND
Pantry Software	1	100,000	
Conference Room	1	75,000	
Emergency Generator	1	\$75,000	
Electrical Inside & Outside	1	75,000	
Main Lobby	1	\$50,000	Secured
Executive Offices	4	\$50,000	
Distribution Pantry	1	50,000	
Lift	1	50,000	
Forklifts	1	50,000	1 Secured/1 Available
Education Kitchen Equipment: All appliances	1	50,000	
Technology	1	50,000	
Painting- Interior	1	50,000	
Flooring	1	50,000	
Racking	1	40,000	
Client Parking	1	40,000	
Volunteer/Staff Parking Lot	1	30,000	
Covered/Outside Entry	1	\$25,000	
Check-In (In-take)	1	\$25,000	Secured/Not Available
Warehouse Office	1	25,000	
Landscape Gardens	3	25,000	
Irrigation	1	25,000	
Transformer	1	25,000	Secured/Not Available
Box Crusher	1	25,000	
Pallet Scales	3	25,000	
Fencing	1	25,000	
Security System	1	25,000	
Reception	1	\$20,000	
Truck Pit	1	20,000	
Dock Area	1	20,000	
Cover Pick Up Area	1	20,000	
Shrink Wrapping Machine	1	20,000	
Client Restrooms	1	15,000	
Road front Sign	1	15,000	
Executive Restrooms	1	10,000	Secured/Not Available
Free Standing Sign in Front	1	10,000	
IT Room	1	10,000	
Volunteer Restrooms	1	10,000	
Donation Drop Off Area	1	\$10,000	
Exterior Benches	2	10,000	1 Secured/1 Available
Copy Room	1	\$5,000	Secured/Not Available
Drinking Fountains	1	5,000	
Janitors Closet	1	\$2,500.00	Secured/Not Available
Flag Pole	1	\$2,500.00	Secured
Warehouse Pallet Spaces	460	\$1,000.00	
<b>TOTAL</b>		<b>\$4,191,000</b>	





# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: November 17, 2022

RE: LAKE SUMTER STATE COLLEGE LAND DONATION REQUEST

## **Introduction:**

Lake Sumter State College (LSSC) has made a formal request of the City of Eustis for a donation of four (4) acres of land to support the establishment of a Commercial Driver's License and Power Lineworkers Training Center. To help facilitate the Commission's discussion on the College's request, staff has researched available properties and identified a potential parcel for consideration.

## **Background:**

Lake Sumter State College's Energy Utility Institute and CDL training programs, located at Sumter Center, prepare students to succeed in high-paying and in-demand jobs. The U.S. Department of Energy reports that the electric utility industry will need 105,000 new workers by 2030.

The American Trucking Association (ATA) says that the current driver shortage is 80,000 workers, and estimates that nationwide the industry will have to recruit nearly one million new drivers over 10 years to keep up with demand. The ATA also points out the fact that Florida holds 25% of that demand, which extrapolates into 20,000 in new truck drivers needed here in Florida every year for the next 10 years.

Since opening in 2021, the LSSC CDL program has licensed over 685 students. The center is currently enrolling its maximum of 12 new students per week with interested students currently on a waiting list.

College officials report that their CDL training program has seen strong interest from students not only in Central Florida but also from across the state of Florida.

## **Economic Growth Amplifier**

LSSC is a tremendous asset to the area's economy. They employ local workers and spend money on area goods and services. They produce skilled workers to meet the

needs of businesses and organizations in the community. Also, the higher-education sector as a group tends to contribute stability to our region because it is less susceptible to downturns than other sectors of the economy. In fact, the education sector expanded before, during, and after the Great Recession.

### **Presentation by Dr. Heather Bigard, President LSSC College**

Dr. Bigard plans to speak at the November 17 City Commission Meeting. She plans to share information on the success of the College's CDL and Lineworker programs. This includes a discussion on the anticipated outcomes, and how other partners are involved in the effort to open the second facility in Eustis.

### **Property**

The property in question is part of a larger parcel located at the south-western corner of County Road 44 and Hicks Ditch Road, across from Cobb Tractor, and diagonally across from Cobb Commerce Park. The entire parcel is approximately 13.71 acres, with approximately eight acres available for development. The City and LSSC will work to determine the most suitable four acres for the proposed facility. The Lake County Property Appraisers assessed value for the property is approximately \$12,000 per acre, or \$48,000 for four acres. It is expected that the market value would be higher, though no appraisal has been done at this point.

### **Timeline**

The property would need to be subdivided as part of the transfer to LSSC. The estimated timeline for transferring the deed from the City of Eustis to Lake Sumter State College is approximately 3-6 months for surveying, subdivision preparation, approvals, processing, and recording.

### **Prepared by:**

Al Latimer, Economic Development Director



9501 U.S. Highway 441, Leesburg, FL 34788

www.LSSC.edu

November 9, 2022

Mr. Tom Carrino, Manager  
City of Eustis  
10 North Grove Street  
P.O. Drawer 68  
Eustis, Florida 32727-0068

RE: Lake-Sumter State College  
CDL/Lineman expansion

Dear Mr. Carrino:

Lake-Sumter State College is interested in expanding our Commercial Driver's License and Lineman programs that we currently offer at our Sumterville Facility. We have identified Eustis as a primary target area for the expansion of both of these programs. Lake-Sumter State College is excited about the prospect of working with Eustis to locate a facility in your City.

We are requesting that your City Council consider the donation of four acres of land located adjacent to the City fire station at the intersection of Hicks Ditch Road and S. R. 44. We have toured this site and feel certain that it will serve as an excellent location for the construction and operation of a Commercial Driver's License training facility and a site for the much-needed expansion of our lineman training program. Lake-Sumter State College feels that the four acres would be sufficient to operate both of these programs with the ability to expand into additional workforce training offerings as time moves forward.

We are grateful for our relationship with the City of Eustis and LSSC is very excited about the prospect of working closely with the City in expanding these programs. Should you need any further information from the College or if we can assist you in any way in presenting this request to your City Council, please do not hesitate to contact us and we will cooperate fully in getting you whatever you need. Thank you in advance for your assistance in moving this request forward.

Warm regards,

Dr. Heather Bigard, President  
Lake-Sumter State College

AK # 1428441



City Limits





Item 7.2

