



AGENDA

City Commission Meeting

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

INVOCATION: PASTOR RENEE HILL, WIN 1 MINISTRIES

PLEDGE OF ALLEGIANCE: COMMISSIONER COBB

CALL TO ORDER

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE

2. APPROVAL OF MINUTES

2.1 Approval of Minutes

December 1, 2022 City Commission Workshop
December 13, 2022 City Commission Meeting

3. PRESENTATIONS

3.1 Proclamation: Black History Month and the 29th Annual African-American Heritage Committee and Celebration

3.2 Events Update: Miranda Muir, City Events & Tourism Manager

4. AUDIENCE TO BE HEARD

5. CONSENT AGENDA

5.1 Resolution Number 23-12: Parks and Recreation Vehicle Purchase

5.2 Resolution Number 23-13: Parks and Recreation Playgrounds Purchase

5.3 Resolution Number 23-14: Approval of IAFF Collective Bargaining Agreement

5.4 Resolution Number 23-15: Amending Fiscal Year 2022-2023 Fire Department Use of Fire Impact Fees

5.5 Resolution Number 23-17: Reduction of Fine for 203 East Lakeview Avenue, Code Case 22-00105

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 Resolution Number 23-05: Chelsea Square Station Preliminary Subdivision Plat with Waiver

6.2 **SECOND READING**

Ordinance Number 23-01: Voluntary Annexation

Ordinance Number 23-02: Comprehensive Plan Amendment

Ordinance Number 23-03: Design District Assignment

EXPLANATION OF ORDINANCES FOR ANNEXATION PARCELS ALTERNATE KEYS
2612533 and 2612517

6.3 SECOND READING

Ordinance Number 23-02: Comprehensive Plan Amendment

Assignment of Future Land Use for Lake County Property Appraiser Alternate Key Numbers 2612533 and 2612517

6.4 SECOND READING

Ordinance Number 23-03: Design District Assignment

Lake County Property Appraiser Alternate Key Numbers 2612533 and 2612517

7. OTHER BUSINESS

7.1 Fire Department: Boat Motors

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: February 2, 2023

RE: Approval of Minutes

Introduction:

This item is for consideration of the minutes for the December 1, 2022 City Commission Workshop and the December 13, 2022 City Commission Meeting.

Background:

N/A

Recommended Action:

Approval of the minutes as submitted.

Policy Implications:

None

Prepared By:

Mary Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Workshop

5:00 PM – Thursday, December 01, 2022 – City Hall

CALL TO ORDER

The meeting was called to order at 5:02 P.M.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

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

1. WORKSHOP ITEM WITH DISCUSSION, PUBLIC INPUT AND DIRECTION

1.1 Presentation on upcoming State Road 19 improvements

Mayor Holland announced the workshop was being held in conjunction with the Florida Department of Transportation.

Rick Gierok, Public Works Director, commented on meetings held with FDOT regarding State Road 19, speeding and pedestrian crossing issues. He reported that in 2019 they conducted a MMSA (multi-modal mobility and safety assessment). He explained what that entailed noting it included a 2.5 day meeting which resulted in a report and helped the City obtain some funding. He then reported there was a public meeting in summer 2022.

Mr. Gierok explained that they will be losing parking on the street due to safety issues. He indicated staff recently received a new set of plans for review. He introduced Kevin Tasillo to provide a presentation on the project.

Kevin Tasillo, Kisinger Campo and Associates (KCA) civil engineering and consulting firm, explained they are contracted with FDOT to work on the State Road 19 improvements. He introduced Nick Russin also with KCA.

Mr. Tasillo explained the boundaries of the project and reviewed the history of the project with the goal being to implement enhancements as part of a resurfacing project; however, there was no funding at that time. He stated that in 2020 they were provided a scope to design seven intersection improvements. He noted that from Floral to Eustis Avenue was recently reconstructed so there would be no additional work in that area. He reviewed what would be included in the corridor improvements citing rehabilitation of the existing pavement, implementation of safety enhancements such as reducing travel lanes from 12 feet to 11 feet, introducing more curb bulb-outs, improving sidewalks with ADA features, driveway and side street access, evaluation of sight distances, and implementing landscaping throughout the corridor.

Mr. Tasillo explained the safety improvements will include slowing traffic down with features such as raised intersections. He explained the five intersections recommended to be raised and further explained how that will improve safety. He added that bulb-outs will help improve pedestrian safety by reducing travel distances for pedestrians. He

provided a rendering of a bulb-out with parking lanes. He stated that reducing the pavement will reduce travel speeds and improve safety.

Nick Russin, traffic engineer with KCA, reviewed the four signalization projects and what each will include. He noted that three will be completely reconstructed and one will be improved to meet certain standards. He stated that each will receive new signal equipment and all of the signals will be upgraded to microwave video detection rather than in-pavement loops. He added they will also be introducing new pedestrian signals and street name signs so the signals are easier to recognize. He noted the smart signal standards introduced by FDOT for the district will be implemented at all of the signals which will allow DOT to collect traffic and crash data and help them plan for future improvements. He cited the following intersections to be improved: 1) Grove Street and Orange Ave.; 2) Bay St. and Clifford Ave.; 3) Bay Street and Orange Ave.; and 4) Bay Street and Citrus/Lakeshore Dr.

Mr. Russin then discussed the planned crosswalk improvements particularly those not at the signalized intersections. He stated there are many crosswalks throughout Eustis that will be targeted for improvements for pedestrian safety and mobility. He indicated they will be installing new traffic control devices at the crosswalks with the intent to alert motorists with more warning that there is a pedestrian entering the crosswalk and crossing SR 19. He described the specific devices to be used and how they will enhance pedestrian safety.

Mr. Russin then reported on the planned on-street parking improvements. He noted that there are some existing spaces that violate FDOT's criteria for line of sight obstruction. He indicated that the intent will be to eliminate those obstructions to allow for safer turning movements onto SR19. He added they will be reducing the parking by approximately 21% to a total of 172 spaces. He provided an example of an area where parking will be reduced due to line of sight issues. He emphasized that only those parking spaces that are in violation will be removed.

Mr. Russin then reported on signage and pavement markings throughout the corridor noting that there will be fresh markings throughout the project as well as new markings that will be designed to promote slower speeds and prevent wrong way driving. He detailed various changes to the markings and cited the signage that will be replaced. He then reviewed the planned improvements to the streetlighting. He explained that FDOT has vertical illumination criteria required for all crosswalks at signalized intersections or where crossing SR19. He added that the criteria is designed to insure that the front face of a pedestrian in a crosswalk is illuminated for approaching motorists.

Mr. Russin provided an overview of the entire project citing specific locations and what improvements would be provided at each.

Mr. Tasillo reported they are currently in the design phase and just submitted the Phase 3 plans to FDOT and the City for review. He estimated the cost for design at \$2 million and that design would conclude in early 2023. He indicated they do not have any additional right-of-way requirements and it is funded for construction in late 2023. He stated the bids would be let in late October at an estimated cost of \$6.2 million for construction. He added that the contractor should be mobilized in early 2024.

The Commission asked about landscaping for any of the bulb-outs with Mr. Tasillo confirming there would be landscaping.

The Commission then asked about utilization of the stamped brick treatment with Tasillo responding that the current plans will only include the existing bricks at Magnolia and Grove Street. He indicated they would take them out and put them back. The stamped asphalt will be used at the other intersections.

Mr. Gierok commented on use of the stamped asphalt. He noted the existing bricks are ten years old and in poor condition. If the City wants the stamped asphalt, it will have to be funded by the City due to being out of scope.

The Commission indicated that would need to be discussed moving forward. It was noted that they can't put brick on a FDOT road.

The Commission then asked if the lighting wires to power street lights would be underground or overhead with Mr. Russin explaining that is maintained by Duke Energy. He stated the intent right now is to keep overhead; however, they are meeting next week to discuss with Duke. He noted that there is a lot of underground utilities in place which complicates the issue.

The Commission confirmed the project would be completed in about nine phases over about a year and a half.

The Commission asked about the "wrong way" lights with Mr. Russin explaining there are no actual lights. He stated there are just reflectors along the arrow with reflectors going in the correct direction being white and the wrong way is red. They are placed approximately fifty feet ahead of the intersection to alert motorists they have turned the wrong way.

The Commission asked whether Orange and Bay would be raised with Mr. Tasillo indicating they would not be raising either Orange and Bay or Orange and Grove.

The Commission asked if the bulb-outs slow down or deter trucks from coming through the City with Mr. Tasillo indicating it is not specifically targeting trucks; however, due to the lower speeds they may choose an alternate route.

The Commission asked if crosswalks would be added going east and west with Mr. Russin indicating that the safety enhancements are only planned for those that actually cross SR19. He indicated the crosswalks on the side streets are "stop" controlled so there is no need for the enhanced crosswalks.

The Commission asked about handicapped access for crossing SR 19 with Mr. Russin further explaining that if there is a crosswalk that crosses SR 19, there will be a bulb-out with sidewalk reconstruction including wheelchair ramps and a button to activate the flashing beacon.

The Commission asked if the crosswalks would include sound for the visually impaired with Mr. Russin stating that the design does not currently include that. He explained they are included on a case by case basis depending on whether or not there are visually impaired residents in the area. He added they would have to discuss that with the City and FDOT.

The Commission further questioned about the sound warnings with Mr. Russin explaining that if it was determined those were needed, the speaker is directed down toward the pavement so the noise doesn't spill beyond the area.

The Commission asked about the sidewalks and inroad lighting with Mr. Russin explaining the lighting is imbedded in the asphalt in the travel lane to identify the limits of the crosswalk for the pedestrians and an oncoming vehicle.

The Commission cited the drainage issues at Orange and Bay and asked if work on that would be affected by the DOT project.

Mr. Gierok responded they are removing one inlet that actually goes nowhere. He stated that the DOT project will not redesign that. He explained the issues surrounding the drainage problem. He indicated he has had two different engineers look at the issue. He further explained that the last time the locks to Lake Eustis were adjusted it resulted in a higher water level which affects the City.

The Commission asked if the intersection at Orange and Bay could be gradually raised to improve the issue with Mr. Gierok responding that would be a major adjustment and would affect the surrounding private property. It was suggested that they consider using the retention pond near TipTops with Mr. Gierok indicating that pond is very small for the volume of water. He then explained that when they did the downtown stormwater everything to the north of the center line of Orange Avenue was routed to the other side. He stated he has funds budgeted but has been unable to get an engineer to design an answer to the problem. He commented on what occurs during extremely heavy rains.

Mr. Gierok complimented FDOT on the excellent communication stating that they have a good team between FDOT and KCA. He indicated they listen to the City's feedback. He acknowledged they will lose some parking but the safety needs to be improved.

Mayor Holland asked him to communicate to FDOT that the City is still unhappy with the landscape maintenance at SR19 and Highway 441.

2. ADJOURNMENT: 5:41 p.m.

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

CHRISTINE HALLORAN
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



MINUTES

City Commission Meeting

6:00 PM – Tuesday, December 13, 2022 – City Hall

INVOCATION: Pastor Dann Ragan, Lifepointe Church

PLEDGE OF ALLEGIANCE: Scout Troop 299, Chartered by Lake Square Presbyterian Church in Leesburg

CALL TO ORDER: 6:11 p.m.

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

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

1. AGENDA UPDATE

Tom Carrino, City Manager, announced that, based on the actions of the Local Planning Agency, Item 7.6 (Ordinance Number 22-36) would be removed from the agenda. He indicated the City Attorney would also have an update.

Sasha Garcia, City Attorney, requested that Item 7.3 (Resolution Number 22-94) be tabled to the January 19, 2023 meeting due to pending litigation with Sharps Mobile Home Park. She indicated that a meeting has been scheduled for January 4, 2023, with their representatives, Code Enforcement and the City Manager. She indicated they would also be scheduling a shade meeting.

On a voice vote, the Commission voted unanimously to table Resolution Number 22-94 as requested.

2. APPROVAL OF MINUTES

2.1 Approval of Minutes

October 3, 2022 City Commission Workshop

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

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

3. PRESENTATIONS

3.1 Outgoing City Commissioner's Message - Karen LeHeup-Smith

Mayor Holland recognized Commissioner LeHeup-Smith for her service and presented her with a plaque for 12 years of nonconsecutive service.

Commissioner LeHeup-Smith thanked the Commission and community for their support during her tenure on the Commission.

4. APPOINTMENTS

4.1 Appointment to Library Board of Trustees – Kelly Fialkowski

A motion was made to approve the appointment of Kelly Fialkowski to the Library Board of Trustees. Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee. Motion passed by the following vote:

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

5. AUDIENCE TO BE HEARD

No one came forward at that time.

6. CONSENT AGENDA

6.1 Resolution Number 22-92: New Police Patrol SUV Purchase

6.2 Resolution Number 22-95: Demolition Authorization - 209 West Badger Avenue, Case 22-00041

A motion was made to approve the Consent Agenda as submitted. Motion made by Vice Mayor Lee, Seconded by Commissioner Cobb. The motion passed by the following vote:

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

7. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

7.1 Resolution Number 22-90: Lake Eustis Waterfront Grille Conditional Sign

Ms. Garcia announced Resolution Number 22-90: A Resolution of the City Commission of the City of Eustis, Florida; approving a conditional sign for the Eustis Waterfront Grille at 350 Lakeshore Drive to permit two building signs totaling 146 square feet in the Urban Neighborhood Design District.

Mr. Carrino noted there are two sign requests on the agenda and that, previously, Commissioner Cobb had requested a sign workshop. He indicated that it would be scheduled for the near future and confirmed she had requested that they wait until after the first of the year to schedule that workshop.

Jeff Richardson, Deputy Director of Development Services, presented Resolution Number 22-90 approving a conditional sign for Lake Eustis Waterfront Grille located at 350 Lakeshore Drive, Eustis. He reviewed the Applicant's Justification Statement as follows: 1) The property is not roadside or at road level; 2) The building sits off the road and is significantly below the road elevation; 3) Coming in from the west the bridge structure is visually obstructive; and 4) While a monument sign might provide some relief, because of the bridge to the west of the entry and the mobile homes to the east which have no setback, there is little benefit.

Mr. Richardson stated it is located in the Urban Neighborhood design district, reviewed the surrounding uses and referenced the applicable LDRs for sign standards. He indicated that the proposed conditional sign adds up to a total of 146 square feet (the horizontal sign is 120 square feet and the oval sign is 26 square feet). He noted conditions are not amenable for a ground sign due to the elevation. He provided an analysis of the request and cited the criteria the Commission must use in evaluating the request. He stated staff's recommendation for

approval with the following conditions: 1) The site shall not be allowed any additional sign above the 146 square feet; and 2) Building/sign permits shall be obtained for all unpermitted signs within 30 days of approval of the resolution.

The Commission confirmed the signs will only be toward the road frontage and would not be lighted.

Mr. Richardson confirmed that the signs were put up prior to receiving approval and they would have to pay a double fee.

Daniel DiVenanzo, owner of the restaurant, noted that if he had installed the letters as drawn it would have met code and he would not have needed the conditional use permit.

Attorney Garcia opened the public hearing at 6:26 p.m.

Gene Day commented that it is a fabulous addition to the City of Eustis. He indicated that without the border around it the sign was not easily seen. He complimented the owners on the excellence of the project. He asked that the red light at Lakeshore and Bay Street be improved to speed up the traffic flow.

There being no further comment, Attorney Garcia closed the hearing at 6:30 p.m.

A motion was made to approve Resolution Number 22-90. Motion made by Commissioner Cobb, Seconded by Commissioner Hawkins. The motion passed by the following vote:

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

7.2 Resolution Number 22-91: New Ace Hardware Conditional Sign

Attorney Garcia announced Resolution Number 22-91: A Resolution of the City Commission of the City of Eustis, Florida; approving a conditional sign for Ace Hardware at 1750 N. S.R. 19 to permit three building signs totaling 181.3 square feet in the Suburban Corridor Design District as greater signage amount than permitted by Land Development Regulations Section 115-11.2(D).

Mike Lane, Development Services Director, presented the conditional use permit application for the Carter's ACE Hardware signs. He explained the Land Development Regulations allow no more than 100 sq. ft. of signage per building frontage on a corridor. In addition, the logo letters are limited to 48" in height. The proposed ACE sign is 145 sq. ft. and the logo lettering is 96". He indicated they are actually requesting three signs, two of which are approximately 18 sq. ft. each with the remainder made up by the ACE Hardware sign itself. He added that the total square footage is 181 sq. ft. He provided an example of what the sign would look like if it were done to code. He noted that it is an 11,000 sq. ft. building.

Attorney Garcia opened the public hearing at 6:33 p.m. There being no public comment, the hearing was closed at 6:33 p.m.

A motion was made to approve Resolution Number 22-91. Motion made by Commissioner Cobb, Seconded by Commissioner Hawkins. The motion passed by the following vote:

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

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

Item 2.1

This item was tabled to January 19, 2023, at the request of the City Attorney.

7.4 Resolution Number 22-96: Approval of a Low-Income Household Water Assistance Program Vendor Payment Agreement

Attorney Garcia announced Resolution Number 22-96: A Resolution by the City Commission of the City of Eustis, Lake County, Florida, approving a low-income household water assistance program vendor payment agreement between the City of Eustis and the Lake Community Action Agency, Inc.; and authorizing the City Manager to execute the agreement and all other documents associated therewith.

Mr. Carrino explained that the Lake Community Action Agency (LCAA) received federal funds to assist qualifying households with utility payments; however, in order for the City to receive those payments they must enter into a vendor agreement with LCAA.

The Commission questioned if the City is required to be involved.

Tim Bridges, representing LCAA, explained that the Dept. of Economic Opportunity has provided through the federal government two years worth of funding dedicated to paying for water and wastewater. He noted they already provide payments for electric and gas and this will be the final piece for qualifying households. He stated it is a standard agreement which just formalizes the process for them to pay utility bills to the City.

The Commission confirmed the City would pay no fees.

Mr. Bridges explains it means the City will honor LCAA's vouchers for payment. He confirmed it would also cover any late fees. In the event they are disconnected, they will get turned back on and, if they are facing disconnect, the City won't turn them off. He further explained that each client can receive up to \$1,000. If they come in asking for assistance, LCAA will pay the past due as well as any balance of the \$1,000 which will give them a credit on their account. He stated they process payment to vendors every two weeks. He noted they have similar agreements with Duke, SECO, People's Gas and others. They honor LCAA's guarantee as if the client themselves came in and paid the bill. He noted that the new program will allow them to also make payments to a landlord if they owe the utilities to the landlord. He confirmed that LCAA did not previously have an utility payment agreement with the City. He explained that each client can receive up to \$1,000 within a twelve month period. He further explained that it is currently a two year program; however, there is pending legislation to make it a permanent program similar to the low income home energy program.

The Commission confirmed they have similar agreements with other cities and utilities. They also confirmed it would not create a cost to the residents.

Attorney Garcia opened the public hearing at 6:40 p.m. There being no public comment, the hearing was closed at 6:40 p.m.

A motion was made to approve Resolution Number 22-96. Motion made by Vice Mayor Lee, Seconded by Commissioner LeHeup-Smith. The motion passed on the following vote:

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

7.5 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

Attorney Garcia read Ordinance Number 22-35 by title on first reading: 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.

Mike Lane, Development Services Director, indicated there would be no presentation.

Attorney Garcia opened the public hearing at 6:42 p.m.

Leslie Campione, Lake County Commissioner, asked the Commission to reconsider transmitting the amendment to the state. She noted the meeting held between the County and City staff. She referenced FS 361.321.3. establishing the Wekiva River Protection Act and Wekiva Parkway. She commented on the unique hydrologic, wildlife, vegetation and karst features of the area. She explained the County established the rural protection area beginning at Thrill Hill Road and east of that they established special requirements and west of that the rural transition designation. Within that designation a developer could have one unit to five acres and stay rural or have up to one unit per acre with 50% open space. She commented on the joint planning agreement established in 1987 and the inclusion of Map #19 in the City's comprehensive plan which acknowledges the County's land uses within the JPA and also includes the City's higher land uses. She stated that the 1987 agreement merely states that the City and County will work together to prepare a joint planning agreement. In the interim, it states that the City will defer to its comprehensive plan and the County will defer to its comprehensive plan. She presented a map showing the County's rural transition and compared it to the City's Map #19. She indicated the proposed new land use district is too high at three units per acre. She added that the proposed language states that, when Map #19 is removed, the City will defer to the joint planning agreement of 1987 which only contains an eastern boundary which is Thrill Hill Road. She asked if the City will acknowledge that boundary is where it is no longer appropriate to have urban or suburban densities. She stated that if the City will acknowledge and adhere to that then that could be the compromise. She expressed support for two units per acre with a PUD overlay and use of Thrill Hill Road as the delineation to protect the rural protection and Wekiva Protection areas.

The following individuals addressed the Commission regarding Ordinance Number 22-35: 1) Cindy Newton (presented a written document to the Commission); and 2) Deborah Shelley, representing Friends of the Wekiva River.

There being no further public comment, the hearing was closed at 6:54 p.m.

The Commission asked what transmitting will do with Mr. Carrino explaining that any comprehensive plan amendment must be transmitted to the State Department of Economic Opportunity. He indicated they review the amendment to determine consistency with state statute and the rest of the City's comprehensive plan. He explained they then either provide comments or recommended changes or they inform the City they can proceed. He stated the process involves passing the amendment on first reading, transmitting to the State and then considering on second reading.

Mr. Carrino indicated that Commission direction was to meet with County staff and bring it back on December 13th. He explained City staff did meet with County staff and sent the

ordinance to the County including Bobby Howell and Jennifer Barker; however, no official response has been received from the County.

Ms. Campione indicated she was authorized to attend the meeting to provide their comments.

Vice Mayor Lee indicated the City received a legal opinion that they could remove Map #19.

Commissioner LeHeup-Smith recommended submitting the ordinance to the State and get their comments after which they will consider it on second reading.

Vice Mayor Lee asked what staff received from the County at the meeting with Mr. Carrino indicating their comments did not really affect the comprehensive plan amendment but would impact the Land Development Regulations. He stated the County asked if the City is willing to do lower densities with staff indicating the City is willing to consider lower densities in certain instances and encouraging developers to utilizing a PUD rather than developing by right. He indicated that he had not received any comments back from the County regarding the changes to the LDR's other than what was stated by Commissioner Campione.

The Commission asked what would occur if they wanted to change what was transmitted.

Mr. Carrino explained that if they wanted to change after transmittal they would need to start the process over. He indicated it would be a new submittal and stated that DEO is taking about one to two months.

The Commission discussed holding a workshop first with Mr. Carrino indicating that one option is to transmit the comprehensive plan amendment to the State and meanwhile work on the Land Development Regulations with the County. He stated that both the comp. plan and LDR's have to be amended.

Vice Mayor Lee expressed concern about the City not being able to determine its own future.

Commissioner Cobb expressed support for discussing at a workshop and retreat first and noted that the new Commissioner should weigh in as well.

A motion was made to approve Ordinance Number 22-35 on first reading and transmit to the State. Motion made by Commissioner Hawkins, Seconded by Commissioner LeHeup-Smith. The motion passed by the following vote:

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

Vice Mayor Lee requested to change her vote with Attorney Garcia advising they would need a motion to allow a change in the vote and then a new motion on the ordinance.

A motion was made to have Vice Mayor Lee's vote rescinded to allow a re-vote on Ordinance Number 22-35. Motion made by Commissioner Cobb, Seconded by Mayor Holland. The motion to rescind passed by the following vote:

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

A motion was made to approve Ordinance Number 22-35 on first reading and transmit to the State. Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee. The motion failed by the following vote:

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

7.6 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

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

8. OTHER BUSINESS

There was nothing to consider under Other Business at that time.

9. FUTURE AGENDA ITEMS

Nothing was brought forward for a future agenda item.

10. COMMENTS

10.1 City Commission

Commissioner Cobb complimented everyone on the "Shop with a Cop" event and thanked Chief Capri and the AM Vets for their assistance.

Commissioner Hawkins commented on an email received from someone a few weeks prior. He read a portion of the email which stated that the Commission is receiving kickbacks from developers. He stated the email disgusted him and emphasized that he has worked 30 years fighting for the right to serve. He encouraged the individual to come before the Commission to discuss it or to speak with him privately.

Commissioner Cobb emphasized that the Commissioners take an oath to sit on the Commission. She stated they should be ashamed of themselves.

Mayor Holland asked that the City Attorney send a letter to the individual and ask that they appear before the Commission and explain their comments.

Attorney Garcia explained that she had intended to bring up the possibility of sending a letter demanding they retract a false statement. She indicated they would send a letter asking them to appear before the Commission.

Commissioner Hawkins commented that he had people try to pay him off in his previous life and they went to jail for that. He then announced the Miracle football game would be held on January 8th with the benefits to go to Runway to Hope which benefits kids with cancer. He encouraged everyone to attend the game at Carver Park. He then asked the City Manager regarding the church space.

Mr. Carrino reported that he needed to contact Everlasting Life Church regarding the appraisal.

Commissioner Hawkins then asked about the appointment of the other representative on the CRA Board with Mr. Carrino responding that the HR Department is doing background checks and they will move forward with that appointment in January.

Commissioner Hawkins then asked about the \$1500 previously set aside for the Commissioners to award to organizations. He asked to award \$500 to the Miracle Football League.

Mr. Carrino stated that staff will be presenting the annual grant requests at the January 19th meeting. He indicated that the grant requests total \$27,500 which leaves \$2500 for discussion at that time.

Commissioner LeHeup-Smith questioned how many of the participants of the League are Eustis residents and indicated that should be a consideration.

It was a consensus to discuss grant awards at the January 19th meeting.

Vice Mayor Lee reported on her participation in various holiday events with Parks and Recreation, the Fire Department and the Police Department. She confirmed that discussion regarding the cemetery was still scheduled for the retreat. She expressed agreement with Commissioner Hawkins to ask people to be careful with their words and accusations. She commented on how hard the Commissioners work for the benefit of the City and wished everyone a good Christmas.

10.2 City Manager

Mr. Carrino announced that Mr. and Mrs. Eaton were present. He explained their home was damaged by fire and they asked that they be allowed to live in their camper on site while they repair the home. He indicated that is not actually allowed under the code; however, the City has allowed it under a special event permit under special circumstances.

It was a consensus of the Commission to allow the use of the camper through a special event permit.

Mr. Carrino then noted the Parks and Recreation golf tournament would be on Friday. He explained the event benefits Parks and Recreation youth scholarships and indicated they are also accepting donations.

Mr. Carrino then asked to appoint Economic Development Director Al Latimer as Acting City Manager over the holidays while he is on vacation which was acceptable to the Commission.

Mr. Carrino then reminded the Commission that the retreat would be held in January. He asked that they look at their calendars so a date may be chosen for the retreat. He noted they are also working on the strategic planning process and may look at a retreat for that as well.

Mayor Holland asked him to send out some dates for a Saturday in January.

10.3 City Attorney

Attorney Garcia asked to schedule a "shade" meeting on January 5th regarding the current litigation. She indicated it would have to be held after the Commission meeting so that incoming Commissioner Gary Ashcraft could also participate. She confirmed it would actually be two back-to-back meetings as there are two lawsuits to discuss.

It was a consensus to hold the two shade meetings after the January 5th Commission meeting.

10.4 Mayor

Mayor Holland thanked City staff for all of their work on the holiday events. He noted he would also be traveling and asked that the Vice Mayor be authorized to sign anything that arises during his absence. He wished everyone a merry Christmas and a happy New Year.

11. ADJOURNMENT: 7:21 p.m.

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

CHRISTINE HALLORAN
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: February 2, 2023

RE: Resolution Number 23-12: Parks and Recreation Vehicle Purchase

Introduction:

Resolution Number 23-12 approves a purchase in excess of \$50,000 for the Parks and Recreation Department to purchase two fifteen passenger vans in accordance with the approved Fiscal Year 2022/23 Capital Budget allocation of \$95,000

Background:

The approved FY 2022/23 Capital Budget includes an allocation of \$95,000 for the purchase of two fifteen passenger vans to maintain cost efficient, safe, and reliable transportation for our recreation programs.

Currently, the Parks and Recreation Department has a 25-passenger bus that requires a CDL License to drive. Due to limited amount of CDL Drivers available and the ability to hire part-time bus drivers, the need for alternate transportation is essential.

Purchasing two fifteen passenger vans will allow the Parks and Recreation Department the ability to offer quality programs and transportation for said programs because the vans do not require a CDL License.

Recommended Action:

The administration recommends approval of Resolution Number 23-12

Budget/Staff Impact:

The FY 2022/23 Capital Budget includes \$95,000.00 of Sales Tax Revenue for the purchase of Parks and Recreation vehicles. This estimated purchase cost of \$68,968.00 will not exceed the budget allocation

Prepared By:

Craig Dolan, Parks and Recreation Director

Reviewed By:

Tom Carrino, City Manager

RESOLUTION NUMBER 23-12

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR THE PARKS AND RECREATION DEPARTMENT TO PURCHASE TWO FIFTEEN PASSENGER VANS UTILIZING THE SALES TAX REVENUE FUNDS ALLOCATED IN THE PARK AND RECREATION DEPARTMENT'S APPROVED FISCAL YEAR 2022/2023 BUDGET.

WHEREAS, the City of Eustis Parks and Recreation Department's approved Fiscal Year 2022/23 Budget includes \$95,000.00 in Sales Tax Revenue Funds to purchase two fifteen passenger vans consisting of two 2023 Chevrolet Express Passenger Vans.

WHEREAS, the Parks and Recreation Department has determined the need to purchase two fifteen passenger vans at an estimated cost of \$68,968.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida that the City of Eustis Parks and Recreation Department is hereby authorized to purchase two fifteen passenger vans at a combined estimated cost of \$68,968.00 utilizing Sales Tax Revenue Funds allocated in the Park and Recreation Department's approved FY 2022/23 Budget.

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

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 2nd day of February, 2023, by Christine Halloran, City Clerk, who is personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-12 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk Date

City of Eustis

Prepared for:	City of Eustis Susan Trewyn trewyns@ci.eustis.fl.us	Contract Holder	6/16/2022
		Duval Chevrolet Jared Davis (Work) 904-381-6595 (Mobile) 904-343-4451 jared.davis@duvalmotor.com 5203 Waterside Dr Jacksonville, FL 32210	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

Vehicle ordered on FSA 20VEL-28 contract. Please note any items in red for customer approval or clarification. When submitting purchase order, please indicate titling instructions and delivery address. Thank you!

Rate/ Hr \$100	Code	Equipment	UNIT PRICE	EXTENDED	
Labor Hours.		CG33706	Chevrolet Express Passenger Van 155" (CG33706)	\$ 28,236.00	\$ 28,236.00
		NSO	Non-scheduled option: 2023 price increase	\$ 4,826.00	\$ 4,826.00
		LV1 / M5U	4.3L V6 / 8-spd automatic		
		1LS	Standard Equipment		
			Incl power windows, power door locks, rear vision camera, vinyl flooring		
		ATG	Remote Keyless Entry (provides two transmitter fobs from factory)	\$ 174.00	\$ 174.00
		YA2	Sliding passenger-side door	\$ 194.00	\$ 194.00
		ZP3	15-passenger seating configuration (2-3-3-3-4)	\$ 474.00	\$ 474.00
		GAZ	Summit White exterior		
		93W / ZX2	Medium Pewter vinyl interior / Driver and Front Passenger high-back bucket seats		
		1 TINT 2	Tint all windows incl windshield strip	\$ 525.00	\$ 525.00
		1 TMP	30-day temporary tag	\$ 7.00	\$ 7.00
		1 TTO	Tag and title processing and handling fee	\$ 48.00	\$ 48.00
			<i>Tag processed locally and affixed to vehicle prior to delivery</i>		
		NOTE			
UNIT COST				\$ 34,484.00	

TOTAL QUANTITY	2	TOTAL PURCHASE	\$ 68,968.00
-----------------------	----------	-----------------------	---------------------



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: February 2, 2023

RE: Resolution Number 23-13: Parks and Recreation Playgrounds Purchase

Introduction:

Resolution Number 23-13 approves a purchase in excess of \$50,000 for the Parks and Recreation Department to purchase playground equipment in accordance with the approved Fiscal Year 2022/23 Capital Budget allocation of \$60,000 and with the approved Fiscal Year 2022/2023 Capital Outlay Park Improvements Budget allocation of \$20,000.

Background:

The approved FY 2022/23 Capital Budget includes an allocation of \$60,000 and Capital Outlay Park Improvements of \$20,00 for the purchase of playground equipment to maintain a quality of service, safe, and reliable playgrounds for the community.

Selleen Park currently only has a swing set on-site. By purchasing new playground equipment, we will be able to add additional amenities to a neighborhood park.

Sunset Island Park's playground has reached the expected life expectancy. By purchasing new playground amenities, the City will continue to offer a high level of standard for the community. It will also provide safe and new playgrounds to utilize.

Recommended Action:

The administration recommends approval of Resolution Number 23-12

Budget/Staff Impact:

The FY 2022/23 Capital Budget includes \$60,000.00 of Sales Tax Revenue and \$20,000 of Capital Outlay Park Improvements for the purchase of Parks and Recreation Playground Equipment. This estimated purchase cost of \$69,824.01 will not exceed the budget allocation.

Prepared By:

Craig Dolan, Parks and Recreation Director

Reviewed By:

Tom Carrino, City Manager

RESOLUTION NUMBER 23-13

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR THE PARKS AND RECREATION DEPARTMENT TO PURCHASE PLAYGROUND EQUIPMENT UTILIZING THE SALES TAX REVENUE AND CAPITAL OUTLAY PARK IMPROVEMENT FUNDS ALLOCATED IN THE PARKS AND RECREATION DEPARTMENT'S APPROVED FISCAL YEAR 2022/2023 BUDGET.

WHEREAS, the City of Eustis Parks and Recreation Department's approved Fiscal Year 2022/23 Budget includes \$60,000.00 in Sales Tax Revenue Funds and \$20,000 in Capital Outlay Park Improvement Funds to purchase playground equipment for Sunset Island Park and Selleen Park.

WHEREAS, the Parks and Recreation Department has determined the need to purchase playground equipment for two parks at an estimated cost of \$69,824.01; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida that the City of Eustis Parks and Recreation Department is hereby authorized to purchase playground equipment for Sunset Island Park and Seleen Park at a combined estimated cost of \$69,824.01 utilizing Sales Tax Revenue Funds and Capital Outlay Park Improvement Funds allocated in the Parks and Recreation Department's approved FY 2022/23 Budget.

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

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 2nd day of February, 2023, by Christine Halloran, City Clerk, who is personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-13 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk Date



City of Eustis
Attn: Craig Dolan
2214 E Bates Avenue
Eustis, FL 32726
Phone: (352) 357-7969

Date: 01/18/2023

Sunset Island Park Quote # 104676-01-01

Total: \$41,347.08

Seleen Neighborhood Park Quote #103066-01-04

Total: \$28,476.93

Total: \$69,824.01

Please Remit Payment To:

GameTime
C/o Dominica Recreation Products
P.O. Box 520700
Longwood, FL 32752-0700
407-331-0101

GameTime is part of the PlayCore Family of Products and Brands!



Playpalette: Malibu

1/18/23
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Seleen Neighborhood Park City of Eustis, 2023



A PLAYCORE Company

www.gametime.com



www.playdrp.com



Playpalette: Malibu

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 1/18/23

Seleen Neighborhood Park

City of Eustis, 2023



www.gametime.com



www.playdrp.com



Playpalette: Malibu

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 1/18/23

Seleen Neighborhood Park City of Eustis, 2023



www.gametime.com



www.playdrp.com



Playpalette: Malibu

1/18/23

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

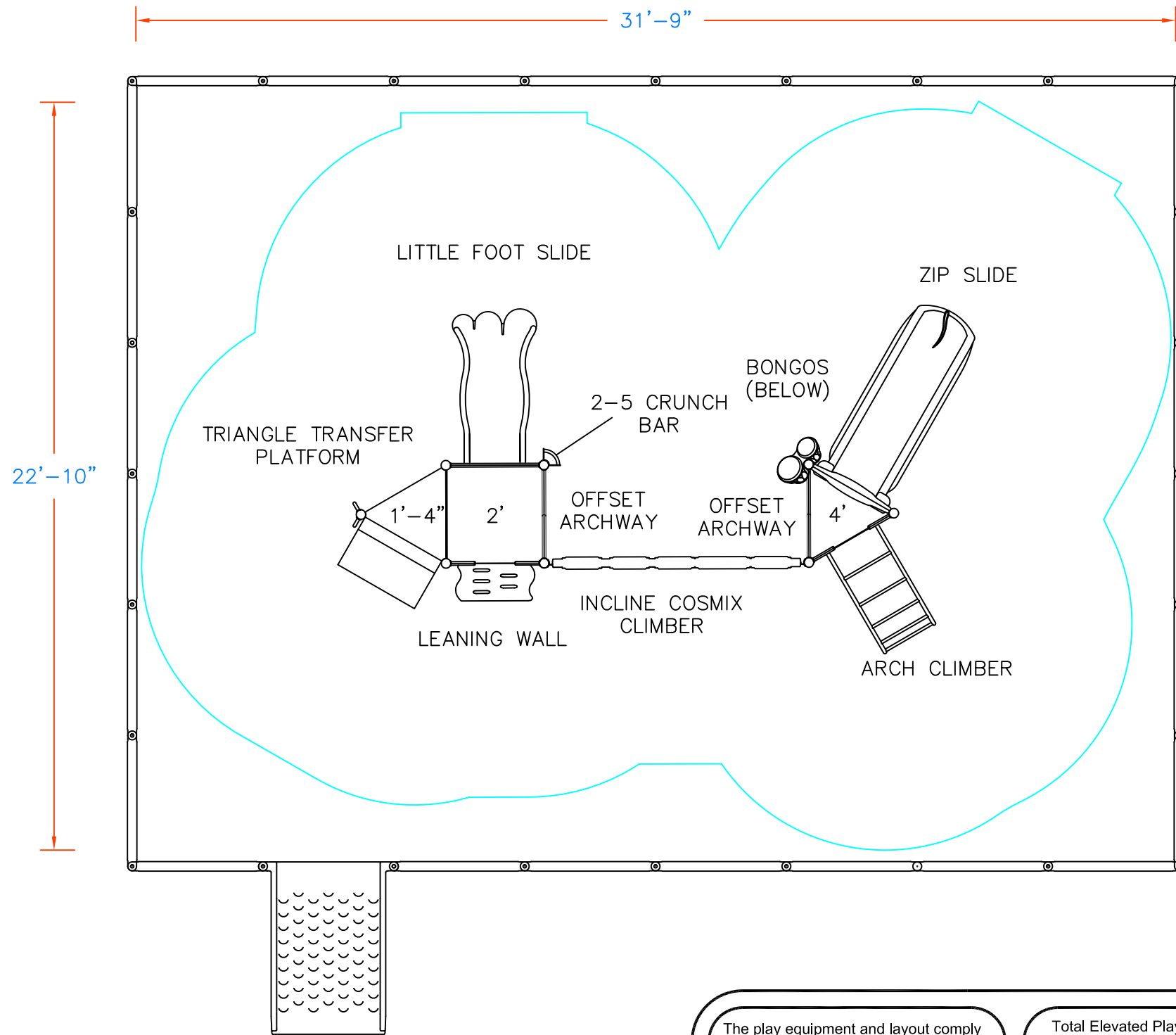


www.gametime.com

Seleen Neighborhood Park City of Eustis, 2023



www.playdrp.com



The play equipment and layout comply with the applicable Department of Justice 2010 ADA Standards for Accessible Design. Also the play equipment design and connections have been reviewed and are compliant with ASTM F1487-11.

Total Elevated Play Components	6		
Total Elevated Play Components Accessible By Ramp	-	Required	-
Total Elevated Components Accessible By Transfer	3	Required	3
Total Accessible Ground Level Components Shown	2	Required	2
Total Different Types Of Ground Level Components	2	Required	2

GameTime
 A PLAYCORE Company
 150 PlayCore Drive SE
 Fort Payne, AL 35967
 www.gametime.com



Seleen Neighborhood Park
 City of Eustis
 2023
 Representative
 DRP

This play equipment is recommended for children ages **2-5 OR 5-12**

Minimum Area Required:
See drawing
 Scale: **NTS**
 This drawing can be scaled only when in an 8 1/2" x 11" format

Owner/operator shall install and maintain protective surfacing within the use zone (U.S.) or protective surfacing zone (Canada) of all play equipment to comply with ASTM F1292, F1951, F2075, F2223, F2479, and F1487 (U.S.) or CAN/CSA Z614 (Canada).

Drawn By:
 GW
 Date:
 1/17/2023
 Drawing Name:
 Seleen Neighborhood Park



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

01/10
 10306
 Item 5.2

Seleen Neighborhood Park ~ 2023

City of Eustis
 Attn: Craig Dolan
 2214 E. Bates Avenue
 Eustis, FL 32726
 Phone: (352)357-7969
dolanc@ci.eustis.fl.us

Ship to Zip 32726

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Custom PrimeTime System-ages 2-5 & 5-12	\$17,322.00	\$17,322.00
1	4854	GameTime - Accessible Playcurb	\$550.00	\$550.00
27	4850	GameTime - 8" Playcurb Pkg	\$81.00	\$2,187.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$7,150.00	\$7,150.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings	\$1,250.00	\$1,250.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,400.00	\$1,400.00
30	EWf-8	GT-Impax - Engineered Wood Fiber - 8" Compacted Depth- - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant <i>approx 765 sf @ 8" compacted depth</i>	\$48.40	\$1,452.00
1	Spread	GT-Impax - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$600.00	\$600.00
			Sub Total	\$31,911.00
			Discount	(\$5,549.38)
			Freight	\$2,115.31
			Total	\$28,476.93

Comments

Site access for construction equipment and staging area must be provided by owner.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
 For questions or to order please call - 800-432-0162 ext. 101 gjinaw@gametime.com





GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

01/10306
 Item 5.2

Seleen Neighborhood Park ~ 2023

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)





GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

01/10
10306
Item 5.2

Seleen Neighborhood Park ~ 2023

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$28,476.93**





Playpalette: Forester

1/18/23

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Sunset Island Park

City of Eustis, FL



A PLAYCORE Company

www.gametime.com



www.playdrp.com



Playpalette: Forester

1/18/23

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Sunset Island Park

City of Eustis, FL



A PLAYCORE Company

www.gametime.com



www.playdrp.com



Playpalette: Forester

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 1/18/23

Sunset Island Park

City of Eustis, FL



www.gametime.com



www.playdrp.com



Playpalette: Forester

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 1/18/23

Sunset Island Park

City of Eustis, FL



www.gametime.com



www.playdrp.com



Playpalette: Forester

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 1/18/23

Sunset Island Park

City of Eustis, FL

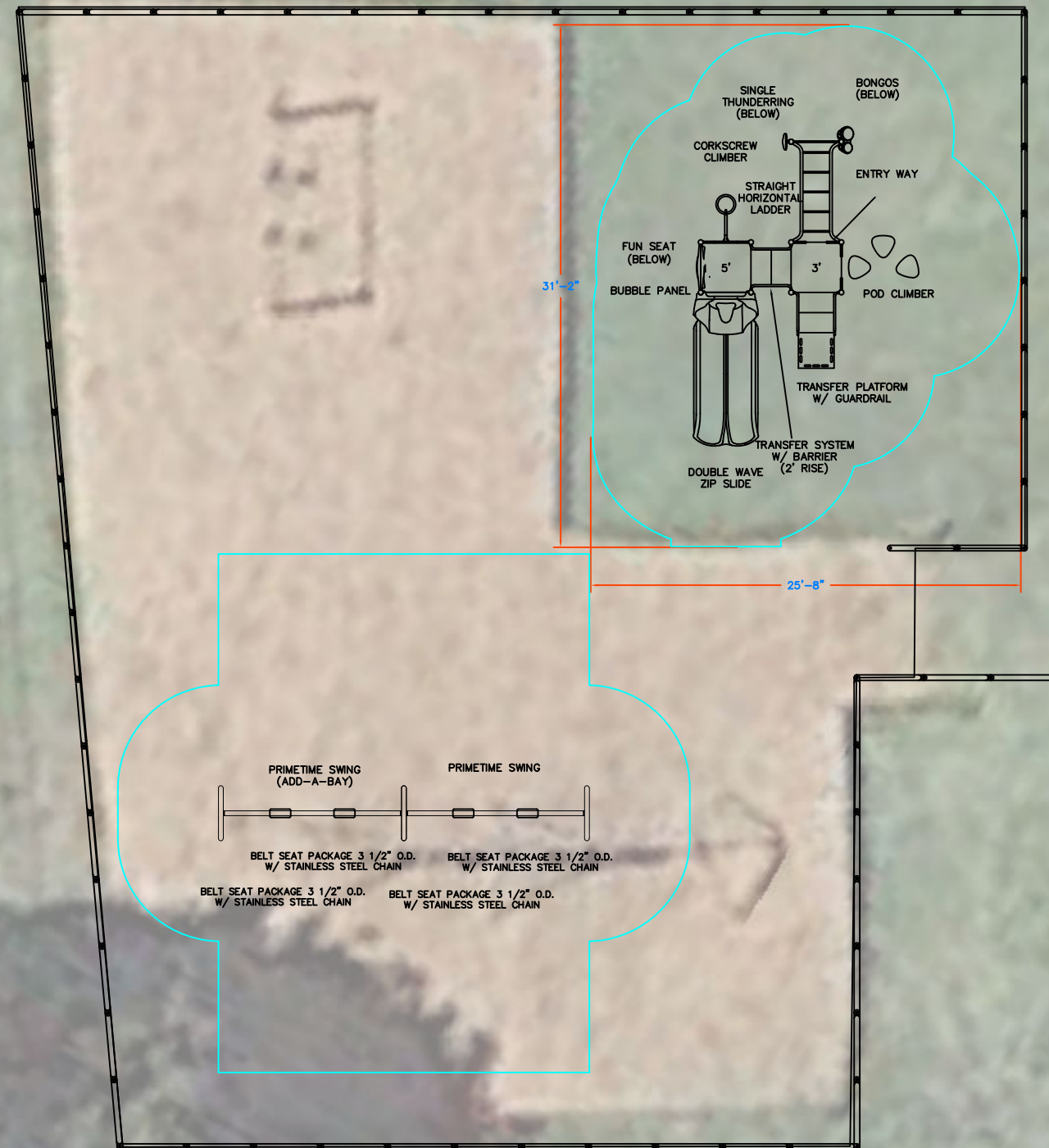


www.gametime.com



www.playdrp.com

Conceptual Drawing ONLY



A **PLAYCORE** Company
 150 PlayCore Drive SE
 Fort Payne, AL 35967
www.gametime.com



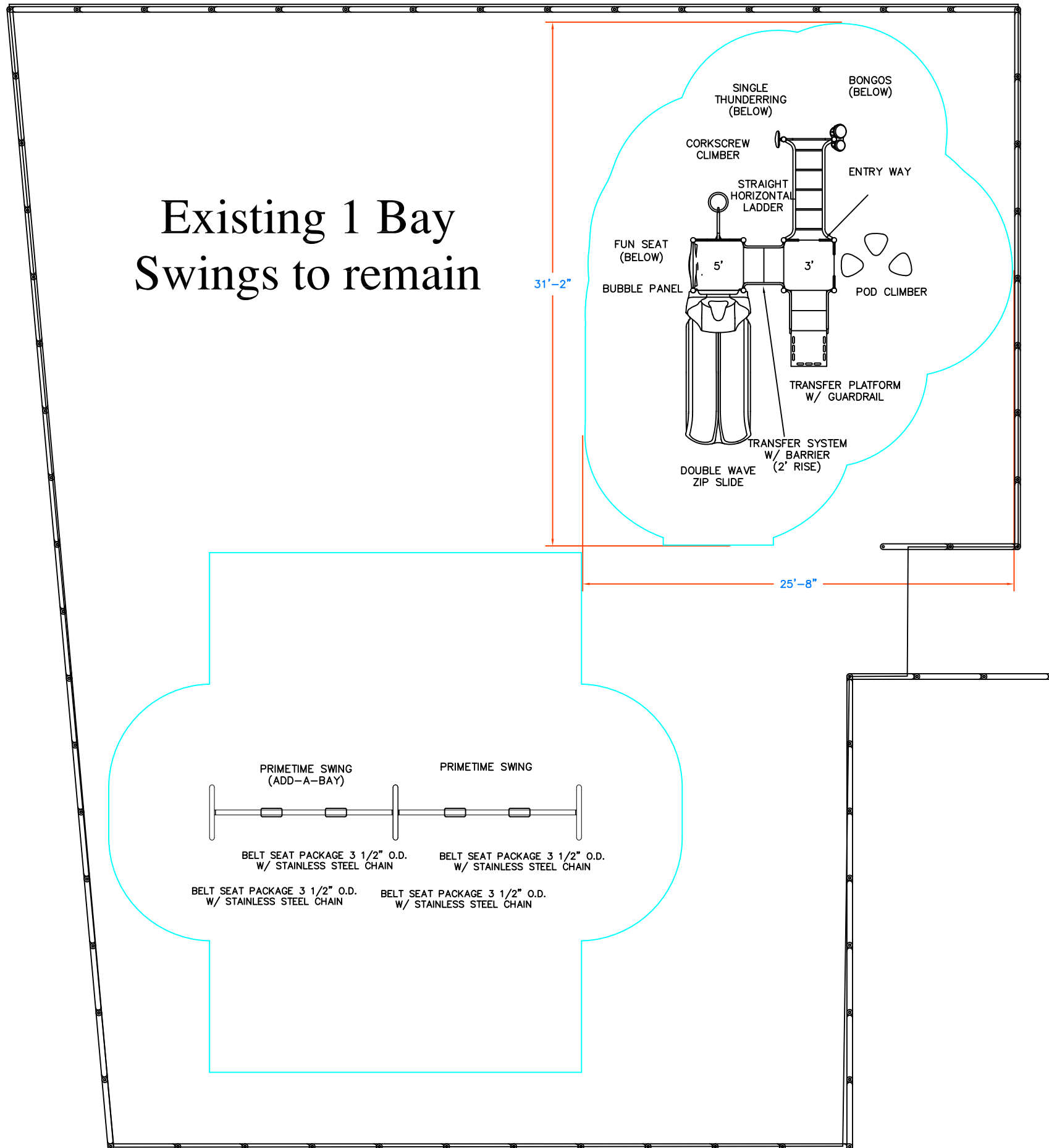
Sunset Island Park
 City of
 Eustis
 Representative
 DRP

This play
 equipment is
 recommended
 for children ages
 5-12

Minimum Area Required:
 see drawing
 Scale: NTS
 This drawing can be
 scaled only when in
 an 8 1/2" x 11" format

IMPORTANT: Soft resilient surfacing
 should be placed in the use zones of all
 equipment, as specified for each type of
 equipment, and at depths to meet the
 critical fall heights as specified by the U.S.
 consumer Product Safety Commission,
 ASTM standard F 1487 and Canadian
 Standard CAN/CSA-Z-614

Drawn By:
 gw
 Date:
 1/17/2023
 Drawing Name:
 Eustis





GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

01/10/17
 10467
 Item 5.2

Sunset Island Park

City of Eustis
 Attn: Craig Dolan
 2214 E. Bates Avenue
 Eustis, FL 32726
 Phone: (352)357-7969
dolanc@ci.eustis.fl.us

Ship to Zip 32726

Quantity	Part #	Description	Unit Price	Amount
		-		
		* Removal of existing equipment and footers as needed by owner.		
		* Existing curbs to be used plus additional as needed to be supplied by owner.		
		* Site access for construction equipment and staging area must be provided by owner.		
1	RDU	GameTime - Custom PrimeTime System- ages 5 - 12	\$23,513.00	\$23,513.00
1	18826	GameTime - Primetime Swing 3 1/2" X 8'	\$1,799.00	\$1,799.00
1	18827	GameTime - Primetime Swing Add A Bay 3 1/2" X 8'	\$1,113.00	\$1,113.00
4	SS8910	GameTime - Belt Seat 3 1/2" /8' W/Clevis	\$413.00	\$1,652.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings	\$1,250.00	\$1,250.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Includes existing curb adjustment and installation of customer supplied curb. Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$10,290.00	\$10,290.00
75	EWF- Bulk	GT-Impax - Engineered Wood Fiber - Per Cubic Yard- <i>ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant</i> <i>Approx 2,480 sf @ 3" toff and 950 sf @ 8" compacted depth</i>	\$44.92	\$3,369.00
1	INSTALL	GT-Impax - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>	\$1,500.00	\$1,500.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,400.00	\$1,400.00
			Sub Total	\$45,886.00
			Discount	(\$7,542.07)
			Freight	\$3,003.15
			Total	\$41,347.08

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
 For questions or to order please call - 800-432-0162 ext. 101 gina@gametime.com

Due to supply chain issues, and availability of some products. ALL orders are shipping in approximately 10-12 weeks, from date of accepted order. Some orders depending on specific items may take longer. Not until an order is in the system and processed can we give an expected ship date. In addition, labor shortages may cause installation dates to be extended. It is difficult to provide exact days for delivery and installation at time of order.



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

01/10
 10467
 Item 5.2

Sunset Island Park

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)



GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

01/10
10467

Item 5.2

Sunset Island Park

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$41,347.08**



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: FEBRUARY 2, 2023

RE: RESOLUTION NUMBER 23-14: APPROVAL OF IAFF
COLLECTIVE BARGAINING AGREEMENT

A. Introduction:

Resolution Number 23-14 approves an agreement between the City of Eustis and the International Association of Firefighters (IAFF) Local 4731, modifying Article 16- Pay Schedule, Article 18 - Holidays, Article 20 - Pay Increases, Article 27- Special Event Details, Article 28 – Pension, and Article 29 - Entire Agreement/Duration of the Collective Bargaining Agreement, as presented in Exhibit A, and authorizes the City Manager to sign said agreement and amend the FY 2022/23 approved budget.

B. Recommended Action:

Staff recommends approval of Resolution Number 23-14.

C. Background:

The City's negotiating team consisting of Tom Carrino, City Manager; Mike Swanson, Fire Chief and Bill Howe, Human Resources Director reached a tentative agreement with the IAFF modifying Article 16 - Pay Schedule; Article 18 – Holidays; Article 20 - Pay Increases; Article 27- Special Event Details; Article 28 – Pension; and Article 29 - Entire Agreement/Duration of the Collective Bargaining Agreement. On January 24, 2023, the IAFF membership ratified the Agreement and the substantive provisions are as follows:

1. Article 16 - Pay Schedule- Provides a revised Pay Schedule that includes an increase of 3% to the starting and maximum pay ranges for firefighter positions included in the IAFF CBA for FY 2021/22, a 4% increase in FY 2022/23 and a 3% increase in FY 2023/24. These increases are the same as was provided to other City employees or proposed for FY 2023/24. Also included is an increase in starting Paramedic pay to \$9,500. Existing Paramedics will receive an increase to \$9,500, if they are not at that amount and given an annual increase of \$1,000, that will be reflected as an increase in their hourly rate of pay.
2. Article 18 – Holidays- Provides a personal holiday, as previously approved by the Commission for other City employees. Bargaining unit members are granted an additional 24 hours of Paid Time Off (PTO).

- 3. Article 20 – Pay Increases- Provides qualified bargaining unit members a retroactive pay increase of 3% for FY 2021/22; a retroactive 4% pay increase for FY 2022/23 to include a one-time longevity increase of 0.5% for each full year of service, up to a maximum of 2%. In addition, bargaining unit members covered by Article 28 - Pension, will receive a 2% wage increase. For FY 2023/24, qualified bargaining unit members shall receive a 3% wage increase.
- 4. Article 27 – Special Event Details- Provides bargaining unit members working a special event for a vendor or another organization, shall be paid \$31.00 per hour or \$33.50 per hour if working as a paramedic.
- 5. Article 28 – Pension- Provides bargaining unit members will contribute between 4% and 7.5% of their annual compensation to the Firefighters’ Pension and Retirement System, based on the member paying 16% of the City’s required contribution. The member’s contribution will be 5.5% in FY 2022/23, after ratification. The member’s contribution shall increase or decrease no more than 1% of their annual compensation for any fiscal year. Bargaining unit members hired after the date of ratification of this agreement will receive a 3% multiplier of average final compensation times years of service. Bargaining unit members hired prior to ratification of this agreement will retain the 4% multiplier.
- 6. Article 29 – Provides the CBA is a 3-year agreement, effective through September 30, 2024.

D. Alternatives:

- 1. Approve Resolution Number 23-14.
- 2. Deny Resolution Number 23-14 and provide further direction to staff.

E. Discussion of Alternatives:

Alternative 1 approves the resolution.

Advantages:

- The agreement was mutually negotiated.
- The agreement is for a three-year period through September 30, 2024
- The agreement provides wage increases that were previously provided to other City employees.
- The agreement provides an increase in paramedic pay, that is more competitive with other local agencies.
- The agreement implements pension changes to reduce future City obligations.
- The pay increases will improve morale.

Disadvantages:

- Implementation of the FY 2021/22 and FY 2022/23 pay increases have a significant budgetary impact, although those costs have been included in the approved budgets for FY 2021/22 and FY 2022/23.
- The increase in Paramedic pay and the 2% wage increase for pension concessions were not budgeted, but will be available in the FY 2022/23 approved budget.
- The City is committing to an additional wage increase of 3% in FY 2023/24

Alternative 2 denies the resolution.

Advantages:

- Provides an opportunity to try to negotiate a more favorable agreement for the City.

Disadvantages:

- Any modification or amendment would require further negotiations, which may lead to impasse and arbitration, which can be time consuming and costly.

F. Budget /Staff Impact:

The approved FY 2021/22 and FY 2022/23 budget included sufficient funding for the recommended annual wage increases. The increase in Paramedic pay and the 2% wage increase for pension concessions were not budgeted, but will be available in the FY 2022/23 approved budget through anticipated salary surpluses and funding previously authorized in the FY 2021/22 approved budget.

There will be some additional work for existing administrative staff who will have to process the pay increases and back pay, but the work should not require overtime or additional personnel.

G. Community Input:

There has been no community input on this resolution, although union negotiations were open to the public.

Prepared by: Bill Howe, Human Resources Director

Attachments:

- Resolution Number 23-14
- Exhibit A, Proposed IAFF Agreement

RESOLUTION NUMBER 23-14

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A MODIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EUSTIS AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) FOR THE PERIOD OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024, AS SET FORTH IN EXHIBIT "A" AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT AND AMEND THE FY 2022/23 BUDGET

WHEREAS, the City of Eustis received a timely request from the IAFF to enter into negotiations; and

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

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

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

WHEREAS, the FY 2021/22 approved budget contained wage increases for the Fire Department that were not spent.

NOW, THEREFORE, BE IT RESOLVED that the City of Eustis Commission hereby approves and authorizes the City Manager to sign the Collective Bargaining Agreement as set forth in Exhibit "A", between the City of Eustis and the IAFF for the period October 1, 2021 through September 30, 2024; and the Finance Director of the City of Eustis is hereby authorized to amend the FY 2022/23 approved budget to include any previous payroll related items not expended from Payroll accounts from FY 2021/22.

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

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

Michael L. Holland
Mayor/Commissioner

ATTEST

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

CITY ATTORNEY’S OFFICE

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

City Attorney’s Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 22-14 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT A
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF EUSTIS

AND

THE EUSTIS PROFESSIONAL FIREFIGHTERS
LOCAL 4731
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(IAFF)

October 1, 2021 to September 30, 2024

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE.....4

ARTICLE 2 RECOGNITION.....5

ARTICLE 3 EQUAL EMPLOYMENT OPPORTUNITY/HARASSMENT.....6

ARTICLE 4 MANAGEMENT RIGHTS.....7

ARTICLE 5 SEVERABILITY.....10

ARTICLE 6 RULES AND REGULATIONS.....11

ARTICLE 7 HOURS OF WORK AND OVERTIME.....12

ARTICLE 8 BULLETIN BOARDS.....14

ARTICLE 9 DISCIPLINE.....15

ARTICLE 10 DUES DEDUCTIONS.....16

ARTICLE 11 SENIORITY.....17

ARTICLE 12 LAYOFFS.....18

ARTICLE 13 BARGAINING UNIT BUSINESS.....19

ARTICLE 14 GRIEVANCE PROCEDURES.....20

ARTICLE 15 ARBITRATION PROCEDURES.....22

ARTICLE 16 PAY SCHEDULE.....25

ARTICLE 17 ANNUAL (VACATION) LEAVE ACCRUAL.....26

ARTICLE 18 HOLIDAYS.....30

ARTICLE 19 SICK LEAVE ACCRUAL.....32

ARTICLE 20 PAY INCREASES.....33

ARTICLE 21 STANDARD OPERATING PROCEDURES/GENERAL ORDERS.....36

ARTICLE 22 SANITATION, MAINTENANCE AND UPKEEP.....37

ARTICLE 23 HEALTH, LIFE AND DENTAL INSURANCE.....42

ARTICLE 24 PAYMENT FOR TEMPORARY UPGRADES.....43

ARTICLE 25 NONDISCRIMINATION.....44

ARTICLE 26 WORK STOPPAGES.....45

ARTICLE 27 SPECIAL EVENT DETAILS.....46

ARTICLE 28 PENSION.....47

ARTICLE 29 ENTIRE AGREEMENT/DURATION.....48

ARTICLE 1

PREAMBLE

This Agreement is entered into by and between the CITY OF EUSTIS, hereafter referred to as the “City” and the EUSTIS PROFESSIONAL FIREFIGHTERS, IAFF, LOCAL 4731, hereafter referred to as the “Bargaining Unit”. It is the purpose of this Agreement to establish standards for wages, hours and other conditions of employment.

ARTICLE 2
RECOGNITION

The City recognizes Eustis Professional Firefighters Local 4731 as the sole and exclusive Bargaining Unit as certified by the Public Employees Relations Commission, State of Florida, Certification Number 1696. Included in the Bargaining Unit are employees in the classifications of: Senior Engineer, Senior Engineer/Paramedic, Engineer, Engineer/Paramedic, Firefighter, Firefighter/Paramedic, Probationary Firefighter and Probationary Firefighter/Paramedic. Excluded from the Bargaining Unit are all other employees in the Fire Department, as well as all other City employees. Employees excluded from the Bargaining Unit shall not be covered by the terms of this Agreement.

ARTICLE 3
EQUAL EMPLOYMENT OPPORTUNITY/HARASSMENT

The City's current policies regarding equal employment opportunity and harassment shall remain in effect for the term of this Agreement. All references in this Agreement to employees of the male or female gender are used for convenience only and shall be construed to include both male and female.

ARTICLE 4
MANAGEMENT RIGHTS

1. Provided there is no express conflict with this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:
 - A. Determine the purpose and organizational structure of the Fire and Rescue Service;
 - B. Exercise control and discretion over the organization and efficiency of operations of the Fire and Rescue Service;
 - C. Set minimum performance standards for service to be offered to the public;
 - D. Change, modify or alter the composition and size of the workforce;
 - E. Determine the location, methods, means and personnel by which operations are to be conducted;
 - F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks and/or responsibilities remain within the generic scope of Fire and Rescue Services;
 - G. Change or modify the number, and types, and grades of positions or employees assigned to an organization, unit, division, department, or project;
 - H. Schedule the employees and establish the number and length of shifts to be worked, provided such action does not expressly conflict with Article 7, Paragraph 1;
 - I. Decide the scope of the service;

- J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for initial employment;
- K. Determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;
- L. Lay off and/or relieve employees from duty in accordance with City policies, provided such action does not expressly conflict with Article 12;
- M. Recall employees in accordance with City policies, provided such action does not expressly conflict with Article 12;
- N. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;
- O. Formulate and/or amend job descriptions consistent with this Agreement;
- P. Formulate, modify, amend and implement such rules and regulations as the City and/or the department deem necessary to operate the department efficiently, provided such action does not expressly conflict with the provisions of this Agreement;
- Q. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever the sole discretion of the City's good business judgment makes such curtailment or discontinuance advisable;
- R. Contract and/or subcontract any existing or future work;
- S. Create, expand, reduce, alter, combine, assign, or cease any job;
- T. Determine whether and to what extent the work required in its operation shall be performed by employees covered under this Agreement;

- U. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift, station or piece of equipment;
- V. Determine the maintenance procedures, materials, facilities, and equipment to be used and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- W. Take whatever action may be necessary to carry out the mission and responsibility of the City in emergency situations;
- X. Maintain the efficiency of the operations of the Department;
- Y. Exercise such additional management rights and prerogatives as may subsequently be determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

2. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

3. Should the Bargaining Unit desire to assert the right, if any, to engage in impact bargaining over the City's exercise of a management right, the Bargaining Unit will provide the City with written notice of its desire, prior to the effective date of the City's action, and shall identify with specificity any and all negotiable impacts. A request to impact bargain will not delay the implementation of the City's action; however, the implementation of the City's action shall not act as a bar to impact bargaining to the extent such is required by applicable law.

ARTICLE 5
SEVERABILITY

If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is lawfully declared invalid, the City and the Bargaining Unit shall meet as soon as practicable to negotiate a replacement provision.

ARTICLE 6
RULES AND REGULATIONS

Except as modified by a specific provision of this Agreement, the Bargaining Unit agrees that the employees covered hereunder shall comply with all rules, regulations, policies, procedures and practices of the Eustis Fire Department, as well as the City of Eustis Personnel Rules and Regulations (Attachment 1). The provisions of the Agreement shall completely supersede any provisions of the City's Personnel Rules and Regulations Manual which address the same subject matter(s).

ARTICLE 7
HOURS OF WORK AND OVERTIME

1. Bargaining Unit members shall be assigned to twenty-four (24) hour shifts, which will consist of 24 hours on-duty and 48 hours off-duty, with three (3) shifts (A, B and C) on a rotating cycle; provided nothing in this article shall limit the City's right to lay off and/or relieve employees from duty as described in Article 4, Section 1(L). In emergency situations, the Fire Chief may adjust work shifts, as needed, on a temporary basis. Compensation (straight time or overtime) shall be based on hours actually worked in accordance with paragraph 2 below.

2. Overtime for Bargaining Unit members shall be calculated based on a fourteen (14) day cycle as provided in Section 7(k) of the Fair Labor Standards Act. Overtime shall be paid to Bargaining Unit members at the rate of time and one-half for all hours in excess of 106 (one hundred and six) hours actually worked in a fourteen (14) day cycle.

3. Employees called back to work during their scheduled off-duty time shall be paid at a rate of time and one-half for hours worked or double time for hours worked on the calendar date of an official city holiday.

4. Bargaining Unit Members awarded the duties and responsibilities of either, a Quality Assurance Officer or Field Training Officer are to be compensated at the rate of \$0.67 per hour worked. This amount is not included in the base rate of pay and is not subject to any pay adjustment during the current three-year contract period. These individuals shall fulfill and complete the tasks as defined within Eustis Fire Department Standard Operating Procedure #520:

Quality Assurance Officer and Field Training Officer. Individuals assigned these duties shall be responsible for maintaining their credentials and meeting the requirements. They are to notify the Department of any lapses in such certification. An individual whose certification lapses shall discontinue receiving the incentive pay, unless arrangements or issues have been made or addressed ahead of time.

ARTICLE 8

BULLETIN BOARDS

1. The City shall furnish the Bargaining Unit with space for a bulletin board in a location designated by the Fire Chief or his designee. The Bargaining Unit shall be responsible for providing the bulletin board and shall utilize the bulletin board to post only the following:

- A. Notice of Bargaining Unit meetings;
- B. Notice of Bargaining Unit elections and results;
- C. Copies of the Bargaining Unit's constitution and by-laws and amendments thereto;
- D. Notice of Bargaining Unit recreational and social affairs;
- E. Notice of dues increases;
- F. Copies of the Agreement;
- G. Names of Bargaining Unit officials (and changes thereto);
- H. Minutes of Bargaining Unit meetings.

2. A copy of all material posted on the bulletin board shall be submitted to the Fire Chief, or his designee, for review simultaneous with posting. Under no circumstances shall the Bargaining Unit post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City, the Fire Department, or any of their elected or appointed officials or employees. All materials posted on the bulletin board shall be signed and dated by a Bargaining Unit representative. Materials not complying with the foregoing will not be posted, and if posted, will be subject to removal by the Fire Chief or his designee. The

Bargaining Unit agrees to monitor the posting of materials on the bulletin board and to maintain the bulletin board in a neat and orderly manner.

ARTICLE 9

DISCIPLINE

1. The City Manager, or his designee, may fire, suspend, demote or otherwise discipline any Bargaining Unit member in accordance with and utilizing the procedures set forth in the City's Personnel Rules and Regulations Manual (Attachment 1).

2. The Bargaining Unit or Bargaining Unit member may grieve disciplinary actions as provided in Article 14 of this Agreement.

3. The City agrees to the Firefighter Bill of Rights as defined by Florida Statutes.

4. All new hires shall serve a one year probationary period. This probationary period may be extended at the discretion of the Fire Chief. Notwithstanding any provision of the City's personnel rules and regulations, the length of any extension (and the number of any such extensions) of the initial one year probationary period shall be within the exclusive discretion of the Fire Chief. Initial new hire probationary employees may be separated from employment at any time, with or without cause, and with or without notice during the one year probationary period and any extensions thereto. While initial new hire probationary employees may grieve a disciplinary action or termination, they may not avail themselves of the arbitration provisions of this Agreement.

5. Non-probationary employees may be placed on probation for performance-related reasons.

ARTICLE 10
DUES DEDUCTIONS

1. Any member of the Bargaining Unit, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City may by request in writing, have membership dues deducted from his wages each pay period. Dues so deducted shall be forwarded by the City to the Bargaining Unit Treasurer within thirty (30) calendar days of the deduction. However, the City shall not have responsibility or liability for monies sent to the Bargaining Unit, nor shall the City have any responsibility or liability for the improper deduction of dues. The Bargaining Unit shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of any action taken or not taken by the City to comply with the provisions of this Article.

2. It shall be the responsibility of the Bargaining Unit to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Bargaining Unit fines, penalties, political action payments, or special assessments of any kind.

3. Any member of the Bargaining Unit may, upon thirty (30) calendar days written notice to the City, require that the City cease making deductions from his or her wages.

ARTICLE 11

SENIORITY

1. Departmental Seniority, as used herein, is defined as the time accruing to Bargaining Unit employees through continuous fulltime service while employed by the Department.
2. Rank Seniority, as used herein, is defined as the time accruing to Bargaining Unit employees in a specific rank and shall start on the day of promotion to that rank.
3. Seniority shall continue to accumulate during approved absences due to illness, injury, vacation leave, FMLA, military leave and approved administrative leave.
4. Departmental and rank seniority shall be used only for the purposes specified in this Agreement.
5. In the event that two (2) or more Bargaining Unit employees on the same shift request the same time period off and the requests are received at the same time, the more senior employee's request will be given preference. When multiple bargaining unit employees on the same shift, with the same seniority, request the same time off, the Fire Chief or his designee will make the final decision. The Fire Chief or designee shall respond to the request for leave within a reasonable time.
6. Once a request for vacation is approved, a request by a more senior employee on the shift or specialty unit may not override the approval.
7. A Bargaining Unit member, who is laid off and recalled within 90 days, shall have their seniority date adjusted to include their previous years of service, less any corresponding loss of employment during the layoff.

ARTICLE 12

LAYOFFS

1. In the event that the City has to lay off employees in the Bargaining Unit, such layoffs shall be governed by the City's Personnel Rules and Regulations.
2. Bargaining Unit members shall be subject to recall in accordance with the City's Personnel Rules and Regulations.
3. Employees who have been laid off shall have priority in consideration for any part time positions that are available.
4. Effective as of the date of this Agreement, employees who are laid off shall receive preferential recall consideration for twelve (12) months following the effective date of the layoff.

ARTICLE 13
BARGAINING UNIT BUSINESS

Bargaining Unit members shall be paid by the City only when they perform assigned fire and rescue duties and/or work directed by the City. To the extent that these employees wish to perform Bargaining Unit duties (such as attending Union conventions, conferences, meetings, etc., or other activities agreed upon by the City) during their normal work schedules, they may utilize annual leave or shift exchange; provided, however, that they comply with the rules otherwise applicable to such leave and shift exchanges. A grievant (other than the Bargaining Unit) may attend the grievance set forth in steps one through two of Article 14 of this Agreement without having to utilize annual leave or shift exchange, if the City schedules the meetings during the grievant's regular working hours. The City will attempt to schedule the grievance meetings set forth in steps one through two of Article 14 of this Agreement during the grievant's regular working hours. A grievant may have a Bargaining Unit representative at these meetings; however, the City shall not be obligated to pay the Bargaining Unit representative, unless the meetings are held during that person's scheduled hours of work.

The Bargaining Unit may hold regular Bargaining Unit meetings at the fire station, provided they are scheduled in advance with the Fire Chief. These meetings must not interfere with Fire Department emergency incidents and must be conducted between the hours of 1700 to 2200 hours.

ARTICLE 14
GRIEVANCE PROCEDURES

1. Bargaining Unit members will follow all written and verbal orders given by supervisors even if such orders are alleged to be in conflict with this Agreement, unless such order clearly places the employee's life in unnecessary danger.

2. A grievance is defined as a dispute regarding the interpretation or application of this Agreement or the City's personnel rules and regulations. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement or the City's personnel rules and regulations. Grievances are further limited to adverse personnel actions or other matters which occurred after final approval of this Agreement by the City Commission. No grievance will be entertained or processed which does not meet this definition, is not presented in the manner described herein, and/or is not filed within the time limit prescribed herein. A grievance may be filed by a Bargaining Unit member or the Bargaining Unit. The grievant (whether it be the Bargaining Unit or an individual employee) and management may agree to waive Step One in any grievance.

3. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP ONE: An aggrieved employee or the Bargaining Unit shall present in writing the grievance to the Fire Chief within fourteen (14) calendar days of the occurrence of the event(s), which gave rise to the grievance (with the date of the event being day one) on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure

(Attachment 2). Upon mutual agreement, the Fire Chief may extend this time period. The grievance shall be signed by the employee and shall state: (a) the date(s) of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs allegedly violated; (c) a statement of the specific facts pertaining to or giving rise to the alleged grievance; (d) The names of all witnesses to the events pertaining to or giving rise to the alleged grievance; and (e) the specific relief requested. The Chief shall meet with the grievant (whether it be an individual employee or the Bargaining Unit), who may be accompanied by another person of his choosing, and within fourteen (14) calendar days after such meeting, render his decision on the grievance in writing, with copies to the grievant (if an individual employee), the Bargaining Unit and the Human Resources Director.

STEP TWO: Any grievance which cannot be satisfactorily settled in STEP ONE above shall then be taken up with the City Manager or his designee. The grievance, as specified in STEP ONE above, shall be filed with the City Manager within fourteen (14) calendar days after the due date of the Fire Chief's decision in STEP ONE above. The City Manager shall meet with the grievant (whether it be an individual employee or the Bargaining Unit), who may be accompanied by another person of his choosing and shall issue his decision in writing on the grievance within fourteen (14) calendar days after such meeting with copies to the grievant (if an individual employee), the Bargaining Unit, the Fire Chief and the Human Resources Director.

ARTICLE 15
ARBITRATION PROCEDURES

1. If the grievant (whether it be the Bargaining Unit or an individual employee) is not satisfied with the City Manager's decision in STEP TWO of the grievance procedure in Article 14 of this Agreement, and the grievance is the result of a firing, suspension, demotion or any other disciplinary matter resulting in loss of pay, the Bargaining Unit on its own behalf or on behalf of the individual employee may request arbitration by submitting written notice to the City Manager by hand delivery or by certified or registered mail, within fourteen (14) calendar days of receipt of the City Manager's decision. Said written notice of arbitration shall include a written statement of the position of the Bargaining Unit with respect to the issues upon which arbitration is sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed in STEP ONE of the grievance procedure.

2. Within fourteen (14) calendar days from receipt of such notice of arbitration, the parties shall meet to request a list of nine (9) qualified arbitrators who reside within the State of Florida from the Federal Mediation and Conciliation Service. The party requesting arbitration will strike an initial name from the list of arbitrators, with the parties thereafter alternately eliminating, one at a time, from said list of names, persons not acceptable, until only one (1) remains, and this person will be the arbitrator.

3. As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, as well as the City and the

Bargaining Unit, in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fees and expenses of the arbitrator shall be shared equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives, including attorneys, for purposes of the arbitration hearing.

4. The arbitrator shall confine his or her consideration and determination to the written grievance presented in STEP ONE of the grievance procedure. The arbitrator shall have no authority to substitute his judgment for that of management in any area identified in this Agreement or by law as a management right and/or change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amended thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or is not a grievance as defined in this Agreement.

5. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The party filing the grievance shall, at all times, have the burden of proof that the other party violated the specific provision(s) of this Agreement or the City of Eustis personnel rules and regulations, alleged in Step One. The decision of the arbitrator shall be binding, subject to any appeal or review rights. Either party shall be entitled to seek review of the arbitrator's decision in Circuit Court, under applicable law.

6. No decision of any arbitrator or the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of wages that remains budgeted for the position of the particular employee involved, less

any unemployment compensation and/or interim earnings that he may or might have received during the period involved.

7. It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the grievant (whether the grievant is the Bargaining Unit or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only facts disputed as to the timing will be subject to any arbitration resulting from the matter. A grievance which is, for any reason, not the subject of a timely response by the City or by the Department shall be deemed denied at that step and the grievant may proceed to the next step. The failure of the grieving party to proceed on a timely basis to the next step shall bar the grievance.

8. Bargaining Unit members may not avail themselves of the grievance procedure set forth in the City's Personnel Rules and Regulations manual, except as may be specifically set forth in this Agreement. The filing of a lawsuit or an administrative charge/complaint shall bar the filing of a grievance, and/or operate as an automatic withdrawal of a previously filed grievance, arising out of the same operative facts as the lawsuit or the administrative charge/complaint.

ARTICLE 16
PAY SCHEDULE

The following pay schedule shall be effective for the duration of this Agreement:

Position	Starting		Median		Ending	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
Firefighter (Probationary)	\$12.81	\$35,311.84	\$16.16	\$44,523.62	\$19.50	\$53,735.41
FF/Paramedic (Probationary)	\$15.62	\$43,044.56	\$18.96	\$52,256.35	\$22.30	\$61,468.13
Firefighter	\$13.45	\$37,077.43	\$16.96	\$46,749.81	\$20.47	\$56,422.18
Firefighter/ Paramedic	\$16.26	\$44,810.16	\$19.77	\$54,482.53	\$23.28	\$64,154.91
Firefighter/ Engineer	\$14.13	\$38,931.30	\$17.81	\$49,087.30	\$21.50	\$59,243.29
FF Engineer/ Paramedic	\$16.93	\$46,664.03	\$20.62	\$56,820.02	\$24.30	\$66,976.01
Sr. Engineer	\$15.70	\$43,263.66	\$19.86	\$54,712.43	\$24.00	\$66,161.19
Sr. Engineer/ Paramedic	\$18.50	\$50,996.39	\$22.66	\$62,445.16	\$26.82	\$73,893.92

*paramedic pay approximately \$7,887.38

The range minimums and maximums of each bargaining unit classification for the duration of this Agreement shall be as follows, and the Firefighter (Probationary) and FF/Paramedic

(Probationary) ranges shall be eliminated, commencing the beginning of the first pay period after ratification of this Agreement by both parties:

Fiscal Year 2021– 2022Firefighter: \$14.9800 hr. - \$22.3543hr. (\$41,284.83 - \$61,608.42 annualized)Firefighter/Paramedic: \$17.9277 hr. - \$25.3020 hr. (\$49,408.83 - \$69,732.43 annualized)Firefighter/Engineer: \$15.6867 hr. - \$23.4297 hr. (\$43,232.51- \$64,572.29 annualized)FF Engineer/Paramedic: \$18.6344 hr. - \$26.3775 hr. (\$51,356.51 - \$72,696.28 annualized)Sr. Engineer: \$17.3382 hr. - \$26.0668 hr. (\$47,784.08 - \$71,840.22 annualized)Sr. Engineer/Paramedic: \$20.2860 hr. - \$29.0146 hr. (\$55,908.09 - \$79,964.24 annualized)Paramedic pay: \$8,124Fiscal Year 2022 – 2023Firefighter: \$15.5792 hr. - \$23.2485 hr. (\$42,936.22 - \$64,072.76 annualized)Firefighter/Paramedic: \$18.6448 hr. - \$26.3141 hr. (\$51,385.18 - \$72,521.73 annualized)Firefighter/Engineer: \$16.3142 hr. - \$24.3669 hr. (\$44,961.81 - \$67,155.18 annualized)FF Engineer/Paramedic: \$19.3798 hr. - \$27.4326 hr. (\$53,410.77 - \$75,604.13 annualized)Sr. Engineer: \$18.0317 hr. - \$27.1095 hr. (\$49,695.44 - \$74,713.83 annualized)Sr. Engineer/Paramedic: \$21.0974 hr. - \$30.1752 hr. (\$58,144.41 - \$83,162.81 annualized)

Paramedic pay: \$9,500. For current (as of the date of ratification of this Agreement by both parties) bargaining unit employees who are certified as a paramedic, the City will calculate the wages paid to the paramedic that are attributable to paramedic pay, including all previous wage increases since the paramedic certification was received. The City will then apply the wage increases for Fiscal Years 2021-2022 and 2022-2023 contained in Article 20 of this Agreement. If the paramedic pay for the employee is less than \$9,500 after that calculation, the paramedic will be given an addition hourly rate increase so that their paramedic pay is consistent with the new paramedic pay of \$9,500. After these calculations are completed, all current (as of the date of ratification of this Agreement by both parties) bargaining unit employees certified as a paramedic will receive an additional \$1,000 in annual paramedic pay that will be reflected as an increase in their hourly rate of pay.

Fiscal Year 2023 – 2024

Firefighter: \$16.0466 hr. - \$23.9459 hr. (\$44,224.31 - \$65,994.94 annualized)

Firefighter/Paramedic: \$19.2042 hr. - \$27.1035 hr. (\$52,926.74 - \$74,697.38 annualized)

Firefighter/Engineer: \$16.8036 hr. - \$25.0979 hr. (\$46,310.66 - \$69,169.84 annualized)

FF Engineer/Paramedic: \$19.9612 hr. - \$28.2555 hr. (\$55,013.09 - \$77,872.25 annualized)

Sr. Engineer: \$18.5727 hr. - \$27.9228 hr. (\$51,186.30 - \$76,955.24 annualized)

Sr. Engineer/Paramedic: \$21.7303 hr. - \$31.0804 hr. (\$59,888.74 - \$85,657.69 annualized)

Paramedic pay: \$9,785

Members of the Bargaining Unit's hourly pay rate shall be based on 2,756 hours per year.

ARTICLE 17

ANNUAL (VACATION) LEAVE ACCRUAL

1. Bargaining Unit members who are assigned to work a 2912 hour schedule shall accrue annual leave at the rate of 11.2 hours per month of employment. Bargaining Unit members who are assigned to work a 2080 hour schedule shall accrue annual leave at the rate of 8 hours per month of employment.

2. A Bargaining Unit member who is assigned to work a 2912 hour per year schedule and who is hired on or before the 15th day of the month shall accrue 11.2 hours annual leave for that month. A Bargaining Unit member who is assigned to work a 2080 hour per year schedule and who is hired on or before the 15th day of the month shall accrue 8 hours annual leave for that month. A Bargaining Unit member who is hired after the 15th day of the month shall not accrue annual leave for that month.

3. Bargaining Unit members shall accrue annual leave based on their years of employment in accordance with the following chart.

	0-6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	15 Years	20+ Years
Hours per Month (2912 hour per year schedule)	11.20	12.13	13.07	14.0	14.93	15.87	16.8	18.9	21.99
Hours per Month (2080 hour per year schedule)	8	8.66	9.33	10	10.66	11.33	12	13.5	15.7

4. The maximum annual leave a Bargaining Unit member may use subsequent to their date of separation from the City shall be limited to their annual accrual rate at the time of separation.

5. Bargaining Unit members who retire or resign in good standing shall receive payment of accrued unused annual leave not to exceed 200 hours. Accrued leave in excess of 200 hours shall be forfeited at the time of separation from City employment.

ARTICLE 18

HOLIDAYS

1. The following holidays are authorized as official City holidays:

New Year's Day
 Martin Luther King's Birthday (Observed)
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Thanksgiving Friday
 Christmas Eve
 Christmas Day
Personal Holiday

2. Bargaining Unit members who are required to work on an official City holiday, shall be paid at one and one half (1.5) times their regular hourly rate for time worked on the calendar date of that holiday.

3. Effective October 1, ~~2014~~ 2021, Bargaining Unit members who are assigned to work a 2912 hour per year schedule shall be eligible for one hundred twenty (~~120~~ 144) hours paid time off for holidays at their regular rate of pay. One hundred twenty (~~120~~ 144) hours paid time off shall be credited to these members, each year on October 1st and can be used from October 1st to September 30th each year. Unused paid time off is not eligible to be carried over from year to year and is forfeited at the end of the fiscal year.

- A. Paid time off for holidays will only be approved when it does not disrupt the essential services of departmental operations and does not create an overtime expense for the City.
- B. Paid time off for holidays shall be charged in no less than four (4) hour increments.

- C. Paid time off for holidays will not be approved following resignation or during the last two (2) weeks of employment and is not eligible for reimbursement upon separation from the City.
 - D. During the initial twelve (12) months of employment, the Bargaining Unit member is not entitled to paid time off for holidays.
 - E. Bargaining Unit members who satisfactorily complete their initial probationary period shall be credited 10 hours paid time off for each month remaining in the fiscal year, from the date they completed their probation until October 1st.
 - F. Paid time off for holidays shall not count as hours worked for overtime purposes.
4. Bargaining Unit members who are assigned to work a 2080 hour schedule are not eligible for credited paid time off as defined above, but shall receive 8 hours paid time off for holidays on the dates the holidays are observed by the City, effective upon hire. Said paid time off shall not count as hours worked for overtime purposes.
5. Bargaining Unit members who are called to work on off-duty hours that occur during an official holiday shall be paid double time for all hours worked on the calendar date of the holiday.

ARTICLE 19
SICK LEAVE ACCRUAL

1. Bargaining Unit members who are assigned to work a 2912 hour schedule shall accrue 24 hours sick leave for the first month of employment, 0 hours for the second month and then beginning with the third month of employment, 12.0 hours per month of employment.

Bargaining Unit members who are assigned to work a 2080 hour schedule shall accrue sick leave at the rate of 8 hours per month of employment.

2. A Bargaining Unit member who is assigned to work a 2912 hour per year schedule and who is hired on or before the 15th day of the month shall accrue 24 hours sick leave for that month. A Bargaining Unit member who is assigned to work a 2080 hour per year schedule and who is hired on or before the 15th day of the month shall accrue 8 hours sick leave for that month. A Bargaining Unit member who is hired after the 15th day of the month shall not accrue sick leave for that month, but will begin accrual as specified in Section 1 above with the following month.

3. Payment for accrued sick leave upon separation from employment shall be in accordance with Section 6.04(F) of the City's Personnel Rules and Regulations.

ARTICLE 20

PAY INCREASES

1. Merit increases, when funded, are to be awarded based on the employee's annual performance evaluation.
2. Merit increases shall be based on the employee's salary at the time of increase.
3. Other salary increases or bonuses, when funded and made available to full-time non-Bargaining Unit employees, shall be made available to Bargaining Unit employees on the same terms and conditions as set forth in Sections 5 and 6 below for Fiscal Years ~~2019-20~~ 2022-23 and ~~2020-2021~~ 2023-24.
4. For Fiscal Year ~~2018-2019~~, 2021-2022 Bargaining Unit employees who received d an overall rating of Meets Expectations or better on their evaluation ending July 31, ~~2018~~ 21, shall receive a 3% increase to their wages ~~effective October 1, 2018~~. Employees who were hired or on probation in FY 2021-2022 Probationary or new hire employees, without who did not receive an evaluation ending July 31, ~~2018~~ 21, but who are deemed to Meet Expectations, will also receive the 3% increase. Bargaining Unit employees, who did ~~do~~ not receive an overall rating of Meets Expectations shall not be eligible to receive the 3% increase for at least six months and not until their overall performance improve under a performance plan and ~~is~~ deemed to be Meets Expectations. The Fiscal Year 2021-2022 wage increase shall only be provided to individuals who were employed in a position covered by this Agreement in Fiscal Year 2021-2022 and who remain employed in a position covered by this Agreement as of the date of ratification of this Agreement by both parties. The Fiscal Year 2021-2022 wage increase shall be paid retroactively to the beginning of Fiscal Year 2021-2022, or the date the employee became eligible for the increase, whichever is later, and calculated by multiplying the Fiscal Year 2021-2022 base wages and

~~overtime paid to the bargaining unit employees by 3%. If the City Commission for Fiscal Year 2018-2019 approves an across the board increase to wages in excess of 3% for the entire class of full time non Bargaining Unit employees or for any other bargaining unit, Bargaining Unit employees shall be entitled to receive the greater increase to wages on the same terms and conditions instead of the 3% increase.~~

5. For Fiscal Year ~~2019-2020~~ 2022-2023, Bargaining Unit employees who received d an overall rating of Meets Expectations or better on their evaluation ending July 31, 201922 shall receive a ~~2-4~~ 4% increase to their wages effective ~~October 1, 2019~~. Probationary or new hire employees, without an evaluation ending July 31, 201922 but deemed to Meet Expectations, will receive the ~~2-4~~ 4% increase. Bargaining unit employees, who did ~~do~~ not receive an overall rating of Meets Expectations, shall not be eligible to receive the ~~2-4~~ 4% increase for at least six months and not until their overall performance improves under a performance plan and is deemed to be Meets Expectations. ~~If the City Commission for Fiscal Year 2019-2020 approves an across the board increase to wages in excess of 2% for the entire class of full time non Bargaining Unit employees or for any other bargaining unit, Bargaining Unit employees shall be entitled to receive the greater increase to wages on the same terms and conditions instead of the 2% increase.~~ Bargaining unit employees covered by Article 28 will also receive a wage increase of 2% in exchange for the changes to Article 28.

Additionally, bargaining unit employees will receive a one-time longevity increase equal to 0.5% for each full year of service with the City of Eustis, up to a maximum of an additional two percent increase. Employees who have less than four full years of service will be given a 0.5 percent increase for each full year of service completed by October 1, 2022 and an additional 0.5% increase on their anniversary date occurring during the 2022/23 fiscal year. To qualify for the increases, an employee must meet or exceed expectations on their last performance evaluation.

The Fiscal Year 2022-2023 wage increases shall only be provided to individuals who were employed in a position covered by this Agreement in Fiscal Year 2022-2023 and who remain employed in a position covered by this Agreement as of the date of ratification of this Agreement by both parties. The Fiscal Year 2022-2023 wage increase shall be paid retroactively to the beginning of Fiscal Year 2022-2023, or the employee became eligible for the increase, whichever is later, and calculated by multiplying the Fiscal Year 2022-2023 base wages and overtime paid to the bargaining unit employees through the date of ratification of this Agreement by the amounts above.

6. For Fiscal Year ~~2020-2021~~ 2023-2024 Bargaining Unit employees who receive an overall rating of Meets Expectations or better on their evaluation ending July 31, 20203 shall receive a 23% increase to their wages effective October 1, 20203. Probationary or new hire employees, without an evaluation ending July 31, 20203 but deemed to Meet Expectations, will receive the 23% increase. Bargaining Unit employees, who do not receive an overall rating of Meets Expectations, shall not be eligible to receive the ~~23~~% increase for at least six months and not until their overall performance improves under a performance plan and is deemed to be Meets Expectations. If the City Commission for Fiscal Year ~~2020-2021~~ 2023-2024 approves an across-the-board increase to wages in excess of 23% for the entire class of full-time non-Bargaining Unit employees ~~or for any other bargaining unit~~, Bargaining Unit employees shall be entitled to receive the greater increase to wages on the same terms and conditions instead of the 23% increase.

ARTICLE 21

STANDARD OPERATING PROCEDURES AND GENERAL ORDERS

1. In exercise of the City's management rights outlined in Section 4, the Fire Chief may establish written Standard Operating Procedures (SOP's) and General Orders (GO's) that apply to all members of the Bargaining Unit.

2. When the Fire Chief submits new or revised SOP's or GO's, he shall provide written notice to the Bargaining Unit at least 30 days in advance, except in instances which could affect life and/or safety, in which case advance notice will be provided as soon as possible. To the extent required by law, the impact bargaining provisions set forth in Article 4, paragraph 3 shall be applicable.

ARTICLE 22

SANITATION, MAINTENANCE, UPKEEP and CLOTHING ALLOWANCE

1. The City agrees to supply and make available reasonable materials for day-to-day maintenance, cleaning and upkeep of the fire station. The city also agrees to supply reasonable items, as determined by the Fire Chief, necessary to maintain the satisfactory condition of the living quarters.

2. Personal Protective Equipment and Clothing Allowance

Definitions:

Clothing Allowance is defined as the amount of money an employee is awarded annually to spend towards the maintenance and replacement of their personal uniform inventory through a vendor, which will be selected and identified by the Department.

- a. All employees will receive the set clothing allowance every October 1st.
- b. There is no unused carry over option.
- c. New hires will receive the set clothing allowance as listed under process within this article.
- d. Clothing allowance is set at \$400 including footwear. Vendor shall be the organization or business that the Department selects to maintain and administer its clothing allowance program. The vendor and list of items and clothing available and approved to be purchased with the clothing allowance shall be listed on “Table 2 - Available Uniform and PPE Items” of this article.

PPE or personal protective equipment is listed as equipment required by personnel to perform their duties safely and efficiently. Damaged PPE will be replaced as needed by the Department unless it is determined that there is gross negligence on the employee's part.

3. Process:

Upon employment, a new hire which meets the classifications recognized within "Article 2 Recognition", will receive the personal protective equipment and clothing as listed within "Table 1 - New Hire PPE and Uniform Detail" of this article.

All Bargaining Unit members shall receive an annual Clothing Allowance as listed in definitions. The intent of this allowance is for the replacement and maintenance of an employee's personal uniform inventory. It is understood that any additional cost in excess of the set amount will be incurred by the employee at the time of purchase from the vendor.

Items which are available for purchase via the vendor and clothing allowance process can be changed and addressed as needed with the approval of the Fire Chief. Changes and additions that are approved shall be posted through email.

New hires will be eligible for a uniform allowance at the following rates:

- a. If an individual is hired before the April 1st in any given cycle, they shall receive 50% of clothing allowance in addition to the initial uniforms and personal protective equipment received at the time of hire.
- b. If an individual is hired on or after April 1st then they will have to wait for the next cycle before receiving a uniform allowance.

It is understood that the Fire Chief has the latitude to approve the purchase of uniforms and personal protective equipment beyond the clothing allowance.

4. Separation:

Upon termination of employment with the Department, all issued articles of clothing and equipment will be returned by the employee to the Department. The cost of unreturned items may be deducted from the final check at what would be considered current cost of replacement.

Employees that serve 20 or more years with the Department and separate under good standing may be allowed keep their issued helmet as a memento and appreciation for their service with the Department.

Table 1 - New Hire PPE and Uniform Detail

Item Description	Additional Info	Sorting Factor	Amount
Work Pant	TruSpec	Issued	2
Button-up Short Sleeve	Additional \$7 for zipper in price	Issued	1
Button-up Long Sleeve	Additional \$7 for zipper in price	Issued	1
Tie (Black)	Clip on or regular	Issued	1
Hat (Dress)		Issued	1
Belt (Dress)		Issued	1
Duty Belt		Issued	1
Short Sleeve Tee Shirt	Regular Tee	Issued	5
Long Sleeve Tee Shirt		Issued	2
Duty Shorts	TruSpec	Issued	2
Sleep Work/Short		Issued	2
Baseball Cap		Issued	1
Set of rank insignia		Issued	2
Badge		Issued	2
Metal Name Plate		Issued	2
Work Jacket	Winter Jacket	Issued	1
SCBA Mask	MSA	PPE	1
Work Gloves	Extrication type	PPE	1
Fire Gloves		PPE	1
Bunker Coat and Pant		PPE	1
Bunker Boots		PPE	1
Fire Helmet and Shield		PPE	1
Nomex hood		PPE	2
Suspenders		PPE	1
Dress Coat/Pants	Employee will return the jacket and reimburse the City for the cost of the jacket if employee does not complete the initial probationary period	Issued	1
Duty Footwear	Boot or Shoe	Issued	1
Brush Boot	Safety Boot	PPE	1
Two Piece Brush Gear		PPE	1
Rain Coat/Gear		Issued	1

Table 2 - Available Uniform and PPE Items

Item Description	Additional Info	Sorting Factor
Collard Polo		Optional
Work Pant	TruSpec	Issued
Button-up Short Sleeve	Additional \$7 for zipper in price	Issued
Button-up Long Sleeve	Additional \$7 for zipper in price	Issued
Tie (Black)	Clip on or regular	Issued
Belt (Dress)		Issued
Duty Belt (TRT)		Optional
Short Sleeve Tee Shirt	Beefy Tee	Optional
Short Sleeve Tee Shirt	Regular Tee	Issued
Long Sleeve Tee Shirt		Issued
Duty Shorts	TruSpec	Issued
Sleep Work/Short		Issued
Sweatshirts		Optional
Baseball Cap		Issued
Rain Gear/Coat		Optional
Set of rank insignia		Issued
Badge		Issued
Metal Name Plate		Issued
Work Jacket	Winter Jacket	Issued
SCBA Mask	MSA	PPE
Work Gloves	Extrication type	PPE
Fire Gloves		PPE
Bunker Coat and Pant		PPE
Bunker Boots		PPE
Fire Helmet and Shield		PPE
Nomex hood		PPE
Suspenders		PPE
Dress Coat	Issued after end of probation	Issued
Duty Footwear	Boot or Shoe	Issued
Brush Boot	Safety Boot	PPE
Two Piece Brush Gear		PPE

Issued=Items that are listed as New Hire Items

PPE=Items that can be purchase but are considered PPE

Optional=Items that are not issued but are approved for purchase via vendor program

ARTICLE 23

HEALTH, LIFE AND DENTAL INSURANCE

1. City provides health, life and dental benefits (including related insurance) to the Bargaining Unit members under the same terms and conditions as are applicable to other City employees. If the City should change the terms and conditions of the aforesaid benefits, including but not limited to employee premiums and benefits, the employees covered hereunder will be subject to such changes on the same basis as other city employee.
2. Bargaining Unit members are required to participate in an annual wellness examination by a company, process or method as determined by the Fire Department. The wellness examination shall include the following and the result of which shall be provided to the Department of Human Resources upon completion of the examination.
 - a. Complete examination of all their body parts
 - b. Complete blood count
 - c. Complete metabolic panel
 - d. Lipid panel
 - e. If male and over 40 years old, PSA
 - f. Chest x-ray
 - g. EKG
 - h. Spirometer
 - i. Pure tone audiometry air
 - j. Urinalysis
 - k. Automated hemogram
 - l. TB intradermal test (Optional)
 - m. Hepatitis C AB test

ARTICLE 24

PAYMENT FOR TEMPORARY UPGRADES

When a Bargaining Unit member is temporarily required to serve in and accept responsibility for work as a designated officer in charge of a shift such employee shall receive two dollars and eight cents (\$2.08) for each hour worked as the officer in charge. The temporary assignment shall be limited to a period not to exceed two (2) consecutive years. Such temporary amounts, when approved, shall not affect the employee's eligibility for salary increases in the grade to which their regular position is assigned. Such salary increases during temporary appointments shall be based on the employee's regular rate of pay. Payment for temporary upgrades are not applicable to the position of Senior Engineer or Senior Engineer/Paramedic as these positions include a five percent promotional pay increase.

ARTICLE 25
NONDISCRIMINATION

The Bargaining Unit and/or its individual members, as well as the City, will not discriminate against or harass any employee who chooses or does not choose to become a member of the Bargaining Unit.

ARTICLE 26
WORK STOPPAGES

1. There shall be no strikes, lockouts, work stoppages, slow-downs, mass resignations, sick-outs, picketing of the residence of public officials, or other job actions or refusal to perform assigned work authorized by this Agreement by the employees covered under this Agreement.

2. The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City.

3. The Bargaining Unit recognizes that the City and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the City's citizens and that therefore, any violation of this Article would give rise to irreparable damage to the City and the public at large.

ARTICLE 27
SPECIAL EVENT DETAILS

1. Definition of Special Event Detail: An event generating extra duty whereas a vendor or organization is willing to pay for extra work services provided by Eustis Fire Department.

2. When a Special Event Detail is created by a vendor or organization with the intent to hire sworn Fire Department personnel, the hourly rate set by the City of Eustis to work the detail shall be at the following rates: ~~of \$30.00 per hour, payable to the employee and applicable to the regular pay schedule.~~
 - A. As an EMT, Inspector, Fire Watch or any Fire Service related activity shall be at \$31.00 an hour.

 - B. As a Paramedic, with the function of the position being a Paramedic shall be at \$33.50 an hour.
 - i. The Eustis Fire Department will strive to supply ALS equipment
 - ii. ALS equipment shall be accessible should paramedic be the assignment.

3. The City of Eustis shall be responsible for the billing and collection of funds regarding the payment for the Special Event Detail services from the vendor or organization.

4. Special Event Detail will be maintained as a separate opportunity list and shall not count against or affect an employee's position on any other opportunity lists which may exist.

5. Special Event Detail pay is separate from all other Department overtime opportunities with regards, FLSA requirements, rate of pay and it will have no impact on retirement benefits.

ARTICLE 28PENSION

28.1 Bargaining unit employees shall be provided pension benefits through the City of Eustis Municipal Firefighters' Pension and Retirement System as codified in Chapter 70, Article III of the Code of Ordinances, unless specifically altered herein, which includes the following:

A. Member Contributions- Effective upon ratification of this Article by both parties, bargaining unit members shall contribute between 4.0% and 7.5% of their annual compensation to the Firefighters' Pension and Retirement System. The members contribution percentage shall be calculated based on the members paying 16% of the City's required contribution percentage as determined by the Pension and Retirement System's actuary as of October 1 of each year, subject to the following limitations: (a) for the remainder of Fiscal Year 2022-23 the bargaining unit members' contribution shall be 5.5% of their annual compensation, and (b) the bargaining unit members' contributions shall increase or decrease no more than 1% of their annual compensation for any fiscal year.

B. Normal Retirement Benefits- Bargaining unit members hired after the date of ratification of this agreement will receive a 3% multiplier of average final compensation times credited service. No change in the current 4% multiplier will impact any bargaining unit member hired before the date of ratification of this agreement.

C. Disability Benefit- The Firefighters' Pension and Retirement System shall be amended to provide that the bargaining unit members' base disability pension rate will be 45%, and increased by 2% each full year of the member's service, up to the maximum rate of service of 65%. The disability pension rate for a disability resulting from malicious or intentional acts against the bargaining unit member on duty or from active firefighting, or from a non-preventable traffic crash shall remain at 65%.

22.2 This Article shall be re-opened during the term of this Agreement if requested by either party.

ARTICLE 28~~9~~

ENTIRE AGREEMENT/DURATION

1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. The parties hereto may commence negotiations, under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.

2. If either the City or the Bargaining Unit desires to modify, amend or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing no later than June 1st, 202~~1~~⁴, or prior to the termination date of this Agreement. In the absence of an official notice by either party of its desire to modify, amend or terminate this Agreement, this Agreement shall automatically renew for an additional year, and from year to year thereafter, until timely notice by June 1st of the extended contract year is given of a party's intent to renegotiate this Agreement. Should June 1st fall on a Saturday or Sunday, the official notification of a desire to negotiate must be given in writing no later than the Monday following that weekend. Following receipt of such notice, unless there is a mutual agreement to the contrary, the City and the Bargaining Unit shall commence negotiations.

3. Nothing herein shall preclude the parties from mutually agreeing in writing to reopen this Agreement, or to renegotiate any provision herein, during the effective dates of this Agreement.

This Agreement shall become effective upon ratification and shall remain in effect until September 30, 2024⁴, unless this Agreement is extended pursuant to paragraph 2. This Agreement supersedes all other agreements between the parties.

SIGNATURE PAGE

FOR THE CITY

FOR THE BARGAINING UNIT

City Manager

President Local 4731

Date

Date

Human Resources Director

Representative Local 4731

Date

Date

ATTEST:

Approved by the Eustis City Commission by Resolution _____ on the _____ day of

_____.



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: FEBRUARY 2, 2023

RE: RESOLUTION NUMBER 23-15: AMENDING FISCAL YEAR 2022-2023 FIRE DEPARTMENT USE OF FIRE IMPACT FEES TO OFFSET OPERATIONAL EXPENDITURES OF THE GENERAL FUND FOR THE 6 NEW FIREFIGHTER POSITIONS WHICH ARE FILLING TWO NEWLY CREATED SHIFT POSITIONS FOR ALL THREE OPERATIONAL SHIFTS

Introduction:

The City Commission added 6 additional positions to the Eustis Fire Department for the 22/23 fiscal year. Due to staffing challenges, the Fire Department was unable to fill all the positions during that fiscal year. As of January 2023, the Fire Department completed its hiring and is now at full staff.

Recommended Action:

Approval of Resolution Number 23-15 would authorize funds to be allocated from the Fire Impact Fees Fund to pay the expenditures associated with the completion of the hiring of the new firefighters. These expenditures were/are for equipment, uniforms and safety gear necessary for the newly created firefighter positions.

Background:

Currently the funding for all expenditures related to the new firefighter positions is being retained from the Fire Departments – Machinery and Equipment (059-2230-522-60-64). This will free funds previously budgeted in the General fund to cover additional cost associated with rising higher cost in the General to avoid shortfall within this line by the fourth quarter. This fund covers all expenses related to operations and includes equipment repairs and purchases, fuel, personal protective equipment and all operational supplies.

Fire Impact Fees are collected for the sole purpose of funding items needed to assist with the fire department in its goal of meeting the needs created by growth within the City of Eustis. During the past 5 years, the population of the city has grown from 20,000 to over 24,000. Conversely, the fire department's call volume is continuing to increase and is expected to approach 5,000 calls for service compared to the previous year's 4,400 calls for service. Additionally, Mount Dora Fire Department is relocating its station 35 to better serve its citizens. This move, in addition to the "Closest unit response agreements" which are in place, is expected to have a substantial impact and increase the call volume for

Eustis Fire Station 22. The increased staffing at Station 22 will allow for the utilization of Rescue 22 as a second unit out of Station 22, thus increasing available Eustis Fire units.

The Budget amendment proposed will be covered by the current balance available within the Fire Impact Fees Fund as follows:

Current Fund Balance of Fire Impact Fee's

Cash Balance Available	\$202,599
Increase in expenditures 059-2230-522-60-64	\$ 18,966

Detail on Funds Needed:

Items Already Purchased				
Invoice/PO	Item	Date	Total	Positions
23-00675	3 coats and 3 pants	12/13/2022	\$6,071.55	Whitaker/Gardner/Ando
r3-00202	Extrication Gear	10/24/2022	\$1,058.73	Griswold/Gardner/Ando
23-00677	1 set bunker gear	12/13/2022	\$4,895.18	Allen
r3-00201	2 coats and 2 pants	10/24/2022	\$3,695.12	Mencia/Griswold
			\$15,720.58	
Items Pending Purchase				
Invoice/PO	Item	Date	Total	Positions/Notes
227531	Uniforms	1/3/2023	\$771.45	Only part of invoice: Total \$1,674.15
1310008570	Uniforms	1/5/2023	\$673.68	Full invoice: Griswold/Mencia
Not applied at this time	Beds for 2 positions	Pending	\$1,800.00	2 extra beds at stations for positions
			\$3,245.13	
Total funds:	\$18,965.71			

Alternatives:

1. Approve Resolution Number 23-15 and authorize the Finance Director to make a budget amendment in the Fire Impact Fee Fund in the amount of \$18,966, which will free up the cost which would otherwise be spent out of the General Fund.
2. Deny Resolution Number 23-15 and provide direction to staff on how they would prefer to properly budget for the potential shortfall.

Prepared by:

Michael Swanson, Fire Chief

RESOLUTION NUMBER 23-15

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA AMENDING THE 2022-2023 FIRE IMPACT FEES TO FREE UP OPERATIONAL EXPENDITURES OF THE GENERAL FUND FOR THE 6 NEW FIREFIGHTER POSITIONS WHICH ARE FILLING TWO NEWLY CREATED SHIFT POSITIONS FOR ALL THREE OPERATIONAL SHIFTS.

WHEREAS, the City of Eustis has a Fire Impact Fee fund to cover expenses relative to equipment needs which are directly associated with the growth of the City of Eustis; and

WHEREAS, the City of Eustis Fire Department has an opportunity to use the Fire Impact Fee fund to cover expenses realized for the implementation and staffing of 6 new Firefighter positions: and

WHEREAS, the City of Eustis will need to approve an amendment to the budget in the Fire Impact Fee Fund to expend monies previously collected from the Fire Impact Fees for expenditures due to expansion of equipment cost for the new hires: and

WHEREAS, the legal use of the Fire Impact Fees does fit and meet the needs and requirements for the expenditures relative to the newly created firefighter positions.

WHEREAS, Generally Accepted Accounting Principles necessitate these adjustments be made as amendments to the FY 2022-2023 Fire Impact Fee Budget; and

WHEREAS, the City Commission of the City of Eustis, Florida authorizes the Finance Director to amend the Fire Impact Fee Fund Budgets as follows:

Reduce Fund Balance 059-0000-271-10-00 by \$18,966

Increase Expenditures 059-2230-522-60-64 by \$18,966

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

Section 1

The Fiscal Year 2022-2023 final budget for the Fire Impact Fee Fund be amended to include the cost of equipment associated with the hiring of the new firefighters as described in the body of the resolution in the amount of \$18,966.

Section 2

That the Finance Director of the City of Eustis is hereby authorized to amend the FY 2022-2023 Budget to include the appropriation of funds to account 059-2230-522-60-64.

Section 3

That this Resolution shall take effect immediately upon its adoption.

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

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-15 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Senior Service Center, 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: FEBRUARY 2, 2023

RE: **RESOLUTION NO. 23-17: REDUCTION OF FINE/RELEASE OF LIEN
203 EAST LAKEVIEW AVE, CODE ENFORCEMENT CASE 22-00105**

Introduction:

Resolution No. 23-17 approves a Code Enforcement Order reducing outstanding code enforcement fines from their current amount of \$10,000 to \$2,000 and releases the lien against 203 East Lakeview Avenue upon payment.

Recommended Action:

The administration recommends approval of Resolution No. 23-17.

Code Board Action:

On January 9, 2023, the Code Enforcement Board reviewed an application for a reduction of fine submitted by Main Street Renewal LLC, on behalf of VM Pronto, LLC, owner of 203 East Lakeview Avenue. The Board approved the applicants request to reduce the accrued fines to \$2,000 payable within 30 days, or the original full fine imposed shall become due.

Case History:

On February 17, 2022, the Code Department issued a Notice of Violation and Order to Correct for a water heater that was replaced without a permit. It was mailed to VM Pronto, LLC requiring that a permit be obtained by March 21, 2022.

On March 22, 2022, a Notice of Violation/Hearing was issued because a permit had not been obtained, as required. The Notice required the permit to be obtained by April 4, 2022, or the Case would go before the Code Enforcement Board on April 11, 2022.

On April 4, 2022, the Department emailed Main Street Renewal seeking assistance in getting the permit violation resolved, but there was no response.

On April 11, 2022, the Eustis Code Enforcement Board issued an Order of Enforcement requiring the permit be obtained by May 11, 2022, or a fine of \$50 per day of non-compliance would be imposed. On the same date, a contractor contacted the Department to report that he was in the process of getting registered with the Building Department so he could pull the required permit.

On May 31, 2022, Main Street renewal contacted the Department inquiring about the status of the permit violation. They were informed that the deadline to obtain the required

permit had expired and that the daily fines had accrued to \$1,000. They were also provided with a copy of the Notice of Non-Compliance and Hearing scheduled for June 13, 2022.

On June 10, 2022, a Representative of Main Street Renewal contacted the Department to report that they were working on the permit violation, but he was not sure of the status of finding a Contractor to obtain the permit. He requested an extension and was advised that Staff could not recommend approval of his request, but the Board could consider rescinding the fines if a permit is obtained within 30 days.

On June 13, 2022, the Code Enforcement Board denied the request for an extension and imposed the \$50 per day fine.

On June 17, 2022, the Order Imposing Fine was mailed to the property owner with a cover letter stating if compliance was not obtained by July 13, 2022 the Order would be recorded in public record constituting a lien against the property.

On August 10, 2022, the Order of Enforcement was recorded in public record, and a copy of the Order was emailed to Main Street Renewal advising that the daily fines had accrued to \$4,550.

On October 25, 2022, a Title Company requested a payoff for the lien. They were advised that one could not be provided because the violation had not been corrected, and that the City had reached out to a Representative of the property owner earlier in the month, but did not receive a response.

On November 28, 2022, a permit application was submitted to the Building Department and it was issued on December 8, 2022. Daily fines were calculated from May 12, 2022 to November 28, 2022 totaling \$10,000 (200 days of non-compliance).

Alternatives:

1. Approve Resolution No. 23-17.
2. Deny Resolution No. 23-17.

Community Input

No adjacent property owners attended the Code Enforcement Hearings and there have been no citizen complaints.

Budget / Staff Impact:

If the Resolution is approved, the City would receive \$2,000, which exceeds the City's Administrative Costs.

Reviewed By:

Kenneth Toler, Captain

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments

- Resolution No. 23-17
- Fine Reduction Application

RESOLUTION NO. 23-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; PROVIDING FOR A REDUCTION OF OUTSTANDING CODE ENFORCEMENT FINES AND RELEASE OF LIEN AGAINST 203 EAST LAKEVIEW AVENUE UPON FULL PAYMENT OF THE REDUCED FINE.

WHEREAS, the City of Eustis, Florida established code enforcement fines against the following described property under Case No. 22-00105 against VM Pronto, LLC, property owner, for failing to comply with City Ordinances:

EUSTIS, HIGHLAND PARK LOT 16 PB 13 PG 9 ORB 5873 PG 1853, and

WHEREAS, the City of Eustis, Florida, a Florida municipal Corporation, recorded a Code Enforcement Lien against the subject property on August 10, 2022, in Official Record Book 6006, Page 1981, in the office of the Clerk of the Circuit Court, Lake County, State of Florida; and

WHEREAS, the property was in violation of city code for 200 days before being brought into compliance; and

WHEREAS, the daily fines accrued to \$10,000; and

WHEREAS, on January 4, 2023, the property owner submitted an application requesting that the fines be reduced to \$2,000; and

WHEREAS, on January 9, 2023, the Code Enforcement Board approved the request and recommended that the City Commission reduce the fines to \$2,000 payable 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 fine of \$10,000 assessed for Case No. 22-00105 shall be reduced to \$2,000 if the payment is received within 30 days of this action.

SECTION 2

That the recorded lien against the subject property shall be released if payment is received in accordance with Section 1 of this resolution.

SECTION 3

That this action shall become null and void if the reduced fine is not paid on or before March 4, 2023.

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

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 23-17 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

Case No. 22-00105



APPLICATION FOR REDUCTION OF CODE ENFORCEMENT FINE

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH. FAILURE TO BE TRUTHFUL IS A VIOLATION OF FLORIDA STATUTES PERTAINING TO PERJURY, WHICH IS A FELONY PUNISHABLE BY UP TO 15 YEARS IMPRISONMENT.

INSTRUCTIONS: Please complete both pages of this form. Be specific when writing your statement. **Please submit the completed notarized application** to the Code Enforcement office located at 51 East Norton Avenue, Eustis, FL, by U.S. Mail at P.O. Drawer 68, Eustis, FL 32727, or email to codeenforcement@ci.eustis.fl.us **no later than 5:00 p.m., Thursday, January 5, 2023.**

APPLICATION BECOMES VOID IF NOT SUBMITTED BY DEADLINE, UNLESS AN EXCEPTION IS MADE BY THE CITY.

If the completed form is received by the deadline, the request will be presented to the Code Enforcement Board (CEB) at the next regularly scheduled hearing on **January 10, 2023 at 3:00 p.m. in the City Commission Chambers located in City Hall at 10 North Grove Street.** If you fail to attend, the Board may act solely on the presentation by the Code Enforcement Officer.

If the CEB approves the reduction request, the CEB's recommendation will be submitted to the City Commission for approval at their scheduled next scheduled meeting before taking effect.

If you have any questions, please call the Code Enforcement Office at (352) 483-5464 or email codeenforcement@ci.eustis.fl.us.

Property Owner Name: VM Pronto, LLC Phone: 512-356-0931
Address: 5001 Plaza on the Lake Ste 200 FAX: _____
City: Austin State: TX Zip: 78746
E-mail: centralservices@msrenewal.com

If the property owner is unable to complete this form, list name of person who is authorized to act for the Property Owner and their relationship. Main Street Renewal LLC

Address or location of property where violation existed: 203 E LAKEVIEW AVE

Date violation brought into compliance: Dec.19, 2022

Date Code Enforcement Office called to request re-inspection: _____

Total Accrued Fine: \$10,000.00 What amount are you requesting: \$ 2,000.00

On Page 2, explain reason (in detail) the reason for requesting a reduction of fine and reason original compliance date was not met.

PLEASE NOTE: ENSURE YOUR POSITION IS CLEARLY STATED HEREIN, AS THE BOARD IS NOT OBLIGATED TO HEAR YOUR TESTIMONY AT THE HEARING.

I, Christina Garlick do hereby submit this Application for Reduction of Code Enforcement Fine, and in support offer the following statement:

The management company charged with managing all properties owned by has undertaken a VM Pronto, LLC project to improve this property and clear up all existing violations and liens. We understand the value of keeping properties in good condition, and if the lien amount is reduced it will allow VM Pronto, LLC to invest in property improvements that will improve neighborhoods.

Following compliance on this property, and with a renewed commitment to ensuring all properties comply with the city code and HOA guidelines, we respectfully request the amount due be reduced to \$2,000.00, a significant penalty that will help to ensure we maintain compliance moving forward while encouraging us to further improve our properties and the neighborhoods they reside in.

(Additional pages may be added if needed)

Date: Jan 3rd, 2023

Signed: Christina Garlick

State of Texas

Print Name: Christina Garlick

County of Hays

Personally appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Christina Garlick who first being sworn, acknowledged before me that the information contained herein is true and correct. He/she is ~~not~~ personally known to me and have each produced a _____ driver's license as identification and did take an oath.

Date: 1/3/2023



Notary Public
My Commission Expires:

Drivers License No. _____



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: February 2, 2023


RE: Resolution Number 23-05: Chelsea Square Station Preliminary Subdivision Plat with Waiver

Introduction:

Resolution Number 23-05 approves a Preliminary Subdivision Plat with Waivers for a 74-lot single-family residential subdivision on approximately 21.47 acres with approximately 7.15-acre of commercial outparcel(s), for a total of approximately 28.62 acres located at the northeast corner of East Orange Avenue and County Road 44, on the north side of County Road 44, between Rust Road and Estes Road.

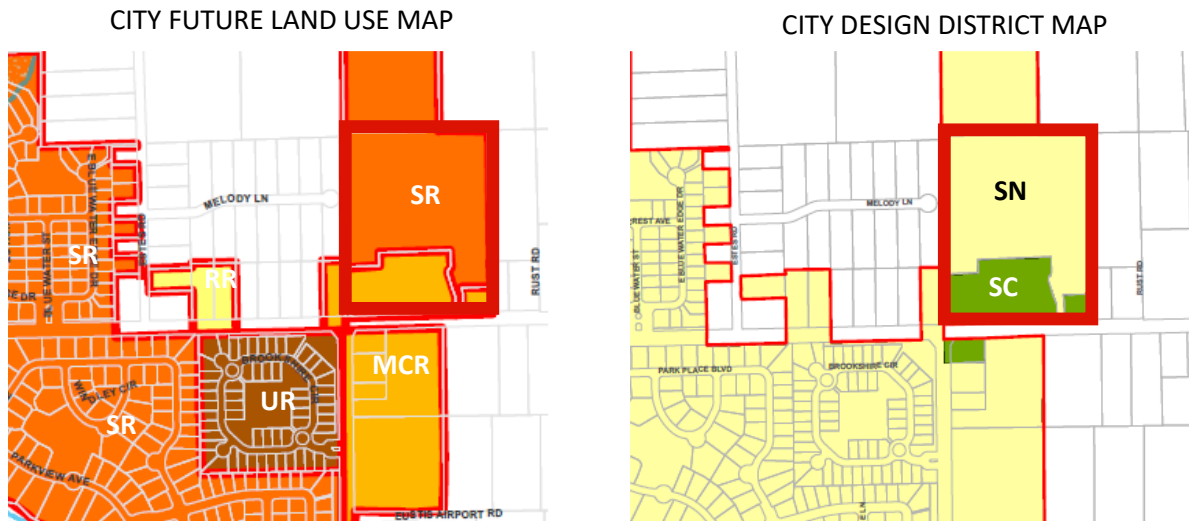
Background:

1. Pertinent Site Information:

- a. The subject property of this request is a partially developed subdivision on approximately 28.62 acres on the north side of E. Orange Avenue at the T-intersection with County Road 44. The project formerly known as Pebble Creek was previously approved by Lake County as a preliminary subdivision plan and was approved for construction. The construction progressed and the infrastructure was partially completed but was never accepted by Lake County and a final subdivision plat was never recorded while in the County's jurisdiction.
- 
- b. Remediation and completion of an abandoned subdivision is considered infill development, however, there are noted deficiencies in the previously constructed infrastructure (deterioration of pipes, "sagging" in waste water piping, unknow state of waterlines, etc.).
 - c. The net area for the residential portion of the development is approximately 21.47 acres, resulting in a density of 3.45 dwelling units per acre, which is below the maximum of 5 dwelling units in the Suburban Residential. the southern portion of the site is Mixed/Commercial Residential land use and is intended to be commercial out parcels of the subdivision.
 - d. The commercial outparcel will require separate site planning and permitting as future development is proposed.

e. The site and surrounding properties' land uses, design district designations, and existing uses are shown below.

	Future Land Use	Existing Use	Design District
Site	Mixed Commercial/Residential and Suburban Residential	Vacant	Suburban Corridor and Suburban Neighborhood
North	Suburban Residential Rural Transition (Lake County)	Vacant	Suburban Neighborhood N/A (Lake County)
South	Mixed Commercial/Residential Urban Low (Lake County)	Convenience Store with Gas, Mini-Storage Church	Suburban Corridor and Suburban Neighborhood N/A (Lake County)
East	Urban Low (Lake County) and Rural Transition (Lake County)	Single-Family and Auto Repair	N/A (Lake County)
West	Mixed Commercial/Residential Urban Low (Lake County)	Single-Family	Suburban Neighborhood N/A (Lake County)



Applicant’s Request:

The applicant is requesting Preliminary Subdivision Plat approval to include 74 single-family House-Lots (60 feet X 90 feet and 60 feet X 110 feet), a 7.15-acre commercial outparcel(s) (Commercial lots), wetland conservation tract, park space, open space, landscape buffers, stormwater, and roads.

Considerations:

1. Preliminary Subdivision Plat Data

	Chelsea Square Station
Single Family Lots	74 modified House lots (60 feet X 110 feet and 60 feet X 90 feet)
Density	3.45 dwelling units per acre (21.47+/- acres of residential)
Commercial Tracts	7.15 acres
Potential Commercial Building	(FAR 1.0 maximum)
Park Space	1.035 Acres (minimum 1 acre required) (includes stormwater tracts designed as amenities).
Open Space	25% (5.36 acres of parks, stormwater areas, buffers.)
Landscape Buffer	Per the City Land Development Regulations

2. The site is located in the Wekiva Study Area. In addition to the submittal requirements per Section 102-21, additional studies/surveys related to karst features, sinkholes, soils, vegetative species, etc., geotechnical reports, and environmental surveys and reports were submitted, reviewed, and found to be acceptable. No additional requirements were placed on the subdivision.
3. Additional consideration is requested for necessary waivers as part of this Preliminary Subdivision Plat, including the following:

a. Waivers to the City of Eustis Land Development Regulations Requested;

i. Waiver to House Lot dimensional standards (LDR Section 110-4.2);

1. **Due to the previous Lake County approvals and the substantial infrastructure progression, the lot dimensions were previously set. The proposed House-Lot dimensions vary between 60 feet by 110 feet and 60 feet by 90 feet. The lots with shallow depths are on the North, East, and West perimeter of the subdivision and are of a lesser depth due to the provision of buffers and easements for landscape and stormwater features. The below table shows the proposed house lot.**

	Minimum	Maximum
Lot Width (ft)	60	60
Lot Depth (ft)	90	110

Lot Overall Size (sf)	5,400	6,600
------------------------------	--------------	--------------

2. Section 110-4.2 of the Land Development Regulations requires the following for a house lot in the Suburban design district:

Lot Requirements	Minimum	Maximum
Lot Width (ft)	55	70
Lot Depth (ft)	120	140
Lot Overall Size (sf)	6,600	9,800

- b. The existing utilities have not been accepted by the City of Eustis. Portions of the underground utilities may require remediation and/or replacement. The wastewater collection system has documented deficiencies. The water and reclaimed water distribution systems have been idle and isolated. An as-built survey of the underground utilities will be required. The developer will be required to submit a remediation plan for review and approval by the city, including but not limited to the identification of any portions of the system requiring repair or replacement and a disinfection plan.
 - i. Due to the deficiencies in the infrastructure/utility systems, staff recommends that the City Commission take a proactive stance and require remediation of deficiencies and acceptable completion of those corrections prior to the Commission’s consideration of the acceptance of the Final Plat for the subdivision.

Applicable Policies and Codes:

COMPREHENSIVE PLAN:

Suburban Residential (SR): This designation is provided to accommodate the majority of residential development within the City. General Range of Uses: This designation is intended to provide for a mix of single-family detached, patio home, and townhouse dwellings in a suburban atmosphere ... Maximum Density/Intensity: Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre...

The overall proposed density is 3.45 du per acre. The proposed density is less than the maximum 5 du/ac allowed with the Suburban Residential.

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...

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.

The overall proposed uses for the MCR area of the Subdivision will be consistent at the time of development. The property is located along CR 44 (Orange Ave.) and will limit FAR to 1.0 in the Suburban Corridor Design District.

LAND DEVELOPMENT REGULATIONS:

Mixed commercial/residential land use 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 promote their compatibility with adjacent or nearby land uses, and provide for mixed-use development.

Suburban residential land use 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.

Suburban corridor design district. 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. 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. Form: Predominately single-use areas that may include a mix of uses, retail, and residential.

Suburban neighborhood design district.

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

Sec. 115-3.2. - Suburban districts.

(a) 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.

The proposed density is less than the maximum permitted under the SR land use districts.

(b) The maximum residential density permitted within the suburban neighborhood design district shall be consistent with the maximum density of the applicable land use district assigned to each individual property and shall further be limited by providing compatible building lot types as provided for in chapter 110.

The requested lot typologies are permitted in the suburban neighborhood design district designation, but the proposed dimensions do require a waiver of the land development regulations. The predevelopment conditions where the roads and utilities have already been constructed create a challenge to meeting minimal dimensional criteria for the House-lot typology, therefore a waiver to the lot dimensions is requested by the applicant for a substantially developed subdivision.

(c) *Transitions within a design district/edge condition standard.* When any suburban design district abuts an existing development, whether residential or commercial, the following shall occur:

(1) The new residential building lot typologies that are proposed adjacent to existing or platted residential lots may not be smaller than 85 percent of the lot width or intensity of the existing adjacent residential lot(s).

On the east side of the proposed subdivision where developed residential exists, a wetland conservation tract and dog park separate the proposed lots from the existing parcels. On the west side of the proposed subdivision, where developed residential exists, a 25-foot landscape buffer & stormwater structure separates the proposed lots from the existing parcels. This separation creates a condition where the new residential building lot typologies do not share a common boundary and are therefore not considered adjacent to the existing residential lots.

(2) Non-residential building lot typologies that are adjacent to existing residential may be permitted if utilizing the minimum lot requirements. If lot requirements exceed the minimum, a masonry wall and landscape shall be required or a street or alley may be sufficient in buffering. This determination shall be given during the site plan review by the development services director.

The proposed Commercial out parcels are fronting on an existing highway at a lighted intersection. The Commercial out parcels are currently designated as Mixed Commercial Residential future land use and will be planned and designed in accordance with the City Land Development Regulations. There is not a current planned use for the parcels as part of this Preliminary Subdivision Plat approval.

Sec. 121-24. - Groundwater and wellhead protection.

(c) (2) Impervious surface areas, including roof and pavement, within the development are limited to 25 percent in designated high recharge areas, per wellhead protection Map E-8. The impervious surface limit may be increased to 50 percent for infill locations in developed areas.

The site is pre-developed and is proposed for repurposing by establishing a reconfigured subdivision and planning vertical construction, the project is infill development.

Community Input

A community meeting was held on February 6, 2021, for a conceptual plan for the proposed project. That community meeting was attended by four members of the public.

On April 1, 2021, City Commission approved a Concept Plan for this proposed subdivision by Resolution 21-17.

City Commission considered the first iteration of the Preliminary Subdivision Plat and received public input during the City Commission meeting on July 21, 2022. The July 21, 2022 request was denied by City Commission.

At a City Commission meeting on August 18, 2022, the applicant requested that the City Commission grant approval to revise and resubmit for consideration prior to the

provisions of Section 10(e) of the City Commission’s Rules of Order, “... No item shall be placed on an agenda which is substantially similar to an item voted upon by the Commission within the last nine months unless three or more Commissioners agree. During other business at a regular Commission meeting, the Commission shall discuss and vote on whether such an agenda item should be formally reconsidered by the Commission on a future agenda”.

On August 18, 2022, the City Commission granted approval to resubmit before the expiration of the 9-month waiting period.

During this (Resolution Number 23-05) approval process for the Commission’s consideration of the Preliminary Subdivision Plat with the requested waivers, the community will have an opportunity for additional input and comment.

Recommended Action:

Staff recommends approval of Resolution Number 23-05 approving the Preliminary Subdivision Plat for Chelsea Square Station, with the included waivers for the minimum lot size depths to be between 90 and 110 feet versus the required 120-foot depth pursuant to the City Land Development Regulation Section 110-4.2.

Policy Implications:

None

Alternatives:

- 1. Approve Resolution Number 23-05
- 2. Deny Resolution Number 23-05

Budget/Staff Impact:

There is no budget or staff impact associated with this resolution.

Prepared By:

Jeff Richardson, AICP, Deputy Director, Development Services

Reviewed By:

Mike Lane, AICP, Director, Development Services
Heather Crony, Senior Planner, Development Services

RESOLUTION NUMBER 23-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A PRELIMINARY SUBDIVISION PLAT, WITH A WAIVER REQUEST TO ALLOW LOT DEPTH DIMENSIONS LESS THAN REQUIRED FOR HOUSE LOTS (LDR SECTION 110-4.2), FOR THE CHELSEA SQUARE STATION SUBDIVISION, A 74-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION, ON APPROXIMATELY 28.62 ACRES OF REAL PROPERTY LOCATED ON THE NORTH SIDE OF STATE ROAD 44, BETWEEN RUST ROAD AND ESTES ROAD (ALTERNATE KEY NUMBERS 1069301 AND 3881312).

WHEREAS, Alann Engineering Group, LLC, on behalf of the property owner, M&A, LLC, has made an application for Preliminary Subdivision Plat approval with waivers for a 74-lot, single-family residential subdivision on approximately 28.62 acres located on the north side of State Road 44, between Rust road and Estes road, more particularly described as follows:

Parcel Alternate Key Numbers: 1069301 and 3881312

Parcel Identification Numbers: 08-19-27-0001-000-00501 and 08-19-27-0001-000-06700

FROM SW COR OF NE 1/4 RUN N 0-44-51 E 85.10 FT TO A POINT ON N'LY R/W OF SR 44-A, N 89-59-57 E ALONG SAID R/W LINE 54.36 FT FOR POB, THENCE FROM THE BEG OF RIGHT CURVE FROM WHICH THE RADIUS POINT BEARS N 0-0-03 W, W'LY, NW'LY & N'LY A DIST OF 39.27 FT ALONG THE CURVE CONCAVE TO THE NE, HAVING A RADIUS OF 25 FT & A CENTRAL ANGLE OF 90-0-03, THENCE TANGENT TO SAID CURVE, N 0-0-0 E 109.71 FT, N 04-25-23 W 77.84 FT, N 0-0-03 W 24 FT, THENCE N'LY & NE'LY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 250 FT, A DELTA OF 23-57-31, AN ARC DIST OF 104.54 FT, THENCE N 89-59-57 E 199.63 FT, N 0-0-0 E 89.55 FT, N 89-50-28 E 53.82 FT, S 0-0-03 E 427.53 FT, S 89-59-57 W 244 FT TO POB, FROM SW COR OF NE 1/4 RUN N 0-44-51 E 85.10 FT TO A POINT ON N'LY R/W LINE OF SR 44-A, N 89-59-57 E ALONG SAID N R/W LINE 298.36 FT FOR POB, RUN N 0-0-03 W 427.53 FT, N 89-50-28 E 437.36 FT, S 0-44-51 W 105.93 FT, THENCE S'LY & SW'LY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE NW, HAVING A RADIUS OF 25 FT, A DELTA OF 49-29-47, AN ARC DIST OF 21.60 FT TO A POINT OF REVERSE CURVATURE, THENCE SW'LY & S'LY A DIST OF 32.90 FT ALONG THE ARC OF SAID CURVE CONCAVE TO THE SE, HAVING A RADIUS OF 35.86 FT & A CENTRAL ANGLE OF 52-34-07, THENCE S 08-57-32 E 8.29 FT, THENCE S 15-35-36 E 76.97 FT TO A POINT ON THE ARC OF A NON-TANGENT CURVE, RADIAL LINE THRU SAID POINT BEARS N 81-16-26 E, THENCE S'LY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE E HAVING A RADIUS OF 130 FT, A DELTA OF 11-11-13, AN ARC DIST OF 25.38 FT, THENCE TANGENT TO SAID CURVE S 19-54-47 E 48.57 FT, THENCE S'LY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE W, HAVING A RADIUS OF 70 FT, A DELTA OF 20-39-38, AN ARC DIST OF 25.24 FT, THENCE TANGENT TO SAID CURVE, S 0-44-51 W 63.06 FT,

THENCE S'LY, SW'LY & W'LY ALONG THE ARC OF A TANGENT CURVE BEING CONCAVE TO THE NW, HAVING A RADIUS OF 35 FT, A DELTA OF 89-15-06, AN ARC DIST OF 54.52 FT, THENCE TANGENT TO SAID CURVE, S 89-59-57 W 427.21 FT TO POB, FROM SW COR OF NE 1/4 RUN N 0-44-51 E 85.10 FT TO A POINT ON N'LY R/W LINE OF SR 44-A, N 89-59-57 E ALONG SAID N R/W LINE 845.58 FT FOR POB, THENCE FROM THE BEG OF RIGHT CURVE FROM WHICH THE RADIUS POINT BEARS N 0-0-03 W, W'LY, NW'LY & N'LY A DIST OF 55.44 FT ALONG THE CURVE CONCAVE TO THE NE'LY, HAVING A RADIUS OF 35 FT & A CENTRAL ANGLE OF 90-44-54, THENCE TANGENT TO SAID CURVE, N 0-44-51 E 88.01 FT, THENCE N'LY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE W, HAVING A RADIUS OF 130 FT, A DELTA OF 20-39-38, AN ARC DIST OF 46.88 FT, THENCE TANGENT TO SAID CURVE, N 19-54-47 W 0.60 FT, N 89-59-57 E 199.40 FT, S 0-16-29 W 170 FT, S 89-59-57 W 156.77 FT TO POB ORB 5180 PG 1442

AND

W 3/4 OF SW 1/4 OF NE 1/4--LESS HWY & LESS FROM SW COR OF NE 1/4 RUN N 0-44-51 E 85.10 FT TO A POINT ON N'LY R/W OF SR 44-A, N 89-59-57 E ALONG SAID R/W LINE 54.36 FT FOR POB, THENCE FROM THE BEG OF RIGHT CURVE FROM WHICH THE RADIUS POINT BEARS N 0-0-03 W, W'LY, NW'LY & N'LY A DIST OF 39.27 FT ALONG THE CURVE CONCAVE TO THE NE, HAVING A RADIUS OF 25 FT & A CENTRAL ANGLE OF 90-0-03, THENCE TANGENT TO SAID CURVE, N 0-0-0 E 109.71 FT, N 04-25-23 W 77.84 FT, N 0-0-03 W 24 FT, THENCE N'LY & NE'LY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 250 FT, A DELTA OF 23-57-31, AN ARC DIST OF 104.54 FT, THENCE N 89-59-57 E 199.63 FT, N 0-0-0 E 89.55 FT, N 89-50-28 E 53.82 FT, S 0-0-03 E 427.53 FT, S 89-59-57 W 244 FT TO POB & LESS FROM SW COR OF NE 1/4 RUN N 0-44-51 E 85.10 FT TO A POINT ON N'LY R/W LINE OF SR 44-A, N 89-59-57 E ALONG SAID N R/W LINE 298.36 FT FOR POB, RUN N 0-0-03 W 427.53 FT, N 89-50-28 E 437.36 FT, S 0-44-51 W 105.93 FT, THENCE S'LY & SW'LY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE NW, HAVING A RADIUS OF 25 FT, A DELTA OF 49-29-47, AN ARC DIST OF 21.60 FT TO A POINT OF REVERSE CURVATURE, THENCE SW'LY & S'LY A DIST OF 32.90 FT ALONG THE ARC OF SAID CURVE CONCAVE TO THE SE, HAVING A RADIUS OF 35.86 FT & A CENTRAL ANGLE OF 52-34-07, THENCE S 08-57-32 E 8.29 FT, THENCE S 15-35-36 E 76.97 FT TO A POINT ON THE ARC OF A NON-TANGENT CURVE, RADIAL LINE THRU SAID POINT BEARS N 81-16-26 E, THENCE S'LY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE E HAVING A RADIUS OF 130 FT, A DELTA OF 11-11-13, AN ARC DIST OF 25.38 FT, THENCE TANGENT TO SAID CURVE S 19-54-47 E 48.57 FT, THENCE S'LY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE W, HAVING A RADIUS OF 70 FT, A DELTA OF 20-39-38, AN ARC DIST OF 25.24 FT, THENCE TANGENT TO SAID CURVE, S 0-44-51 W 63.06 FT, THENCE S'LY, SW'LY & W'LY ALONG THE ARC OF A TANGENT CURVE BEING CONCAVE TO THE NW, HAVING A RADIUS OF 35 FT, A DELTA OF 89-15-06, AN ARC DIST OF 54.52 FT, THENCE TANGENT TO SAID CURVE, S 89-59-57 W 427.21 FT TO POB & LESS FROM SW COR OF NE 1/4 RUN N 0-44-51 E 85.10 FT TO A POINT ON N'LY R/W LINE OF SR 44-A, N

89-59-57 E ALONG SAID N R/W LINE 845.58 FT FOR POB, THENCE FROM THE BEG OF RIGHT CURVE FROM WHICH THE RADIUS POINT BEARS N 0-0-03 W, W'LY, NW'LY & N'LY A DIST OF 55.44 FT ALONG THE CURVE CONCAVE TO THE NE'LY, HAVING A RADIUS OF 35 FT & A CENTRAL ANGLE OF 90-44-54, THENCE TANGENT TO SAID CURVE, N 0-44-51 E 88.01 FT, THENCE N'LY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE W, HAVING A RADIUS OF 130 FT, A DELTA OF 20-39-38, AN ARC DIST OF 46.88 FT, THENCE TANGENT TO SAID CURVE, N 19-54-47 W 0.60 FT, N 89-59-57 E 199.40 FT, S 0-16-29 W 170 FT, S 89-59-57 W 156.77 FT TO POB-- ORB 4933 PG 858

WHEREAS, the property described above has a Land Use Designation of Suburban Residential (SR) and Mixed Commercial Residential (MCR) and a Design District Designation of Suburban Neighborhood and Suburban Corridor; and

WHEREAS, detached single-family uses are permitted in the Suburban Residential (SR) land use designation; and

WHEREAS, the Mixed Commercial Residential (MCR) allows both commercial and residential uses; and

WHEREAS, the Mixed Commercial/Residential (MCR) portion of the property is not proposed for development at this time; and

WHEREAS, the Mixed Commercial Residential (MCR) portion of the property will follow the established City of Eustis development review process; and

WHEREAS, the City Commission finds that approval of the requested waiver does not violate the general intent and purpose of the Land Development Regulations and does not jeopardize the public health, safety, and welfare; and

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

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

SECTION 1. That the Chelsea Square Station Preliminary Subdivision Plat for a 74-lot single-family residential subdivision located on the northeast corner of State Road 44 between Rust Road and Estes Road, attached hereto as Exhibit "B", is hereby approved with the following waiver to the Land Development Regulations:

1. Waiver to House Lot dimensional standards (LDR Section 110-4.2); to allow House Lot dimensions between 60 feet by 110 feet and 60 feet by 90 feet, attached hereto as Exhibit "A".

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

- a) Submit the Final Engineering and Construction Plans to comply with all requirements of the Eustis Comprehensive Plan and Land Development Regulations as well as the Florida Statutes and the provisions of this resolution within one year of the approval of

this resolution.

- b) Existing infrastructure deficiencies must be remediated, inspected, and found sufficient by the City of Eustis Public Works Department prior to the owner or their agent making an application for Final Plat review and acceptance by the City of Eustis.
- c) Develop the property in accordance with the approved Preliminary Subdivision Plat as referenced in Section 1 and attached hereto as Exhibit "B".
- d) Obtain and provide copies of all applicable permits from other jurisdictional agencies.
- e) Follow the established City Development Review Process for Final Engineering and Construction, Per-Construction Meeting, Site Development Permit, etc.

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

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA

COUNTY OF LAKE

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

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

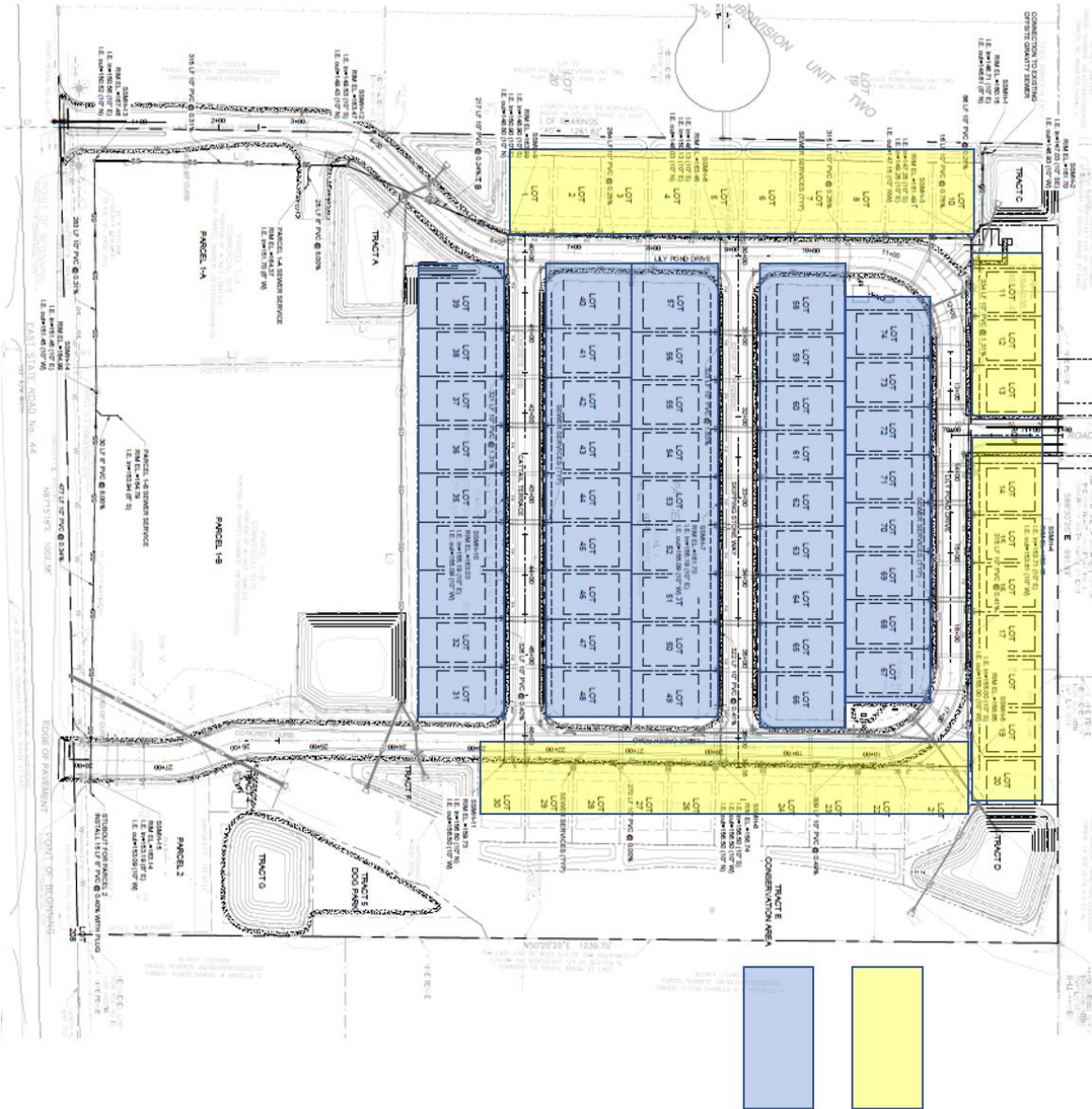
Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 23-05 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.

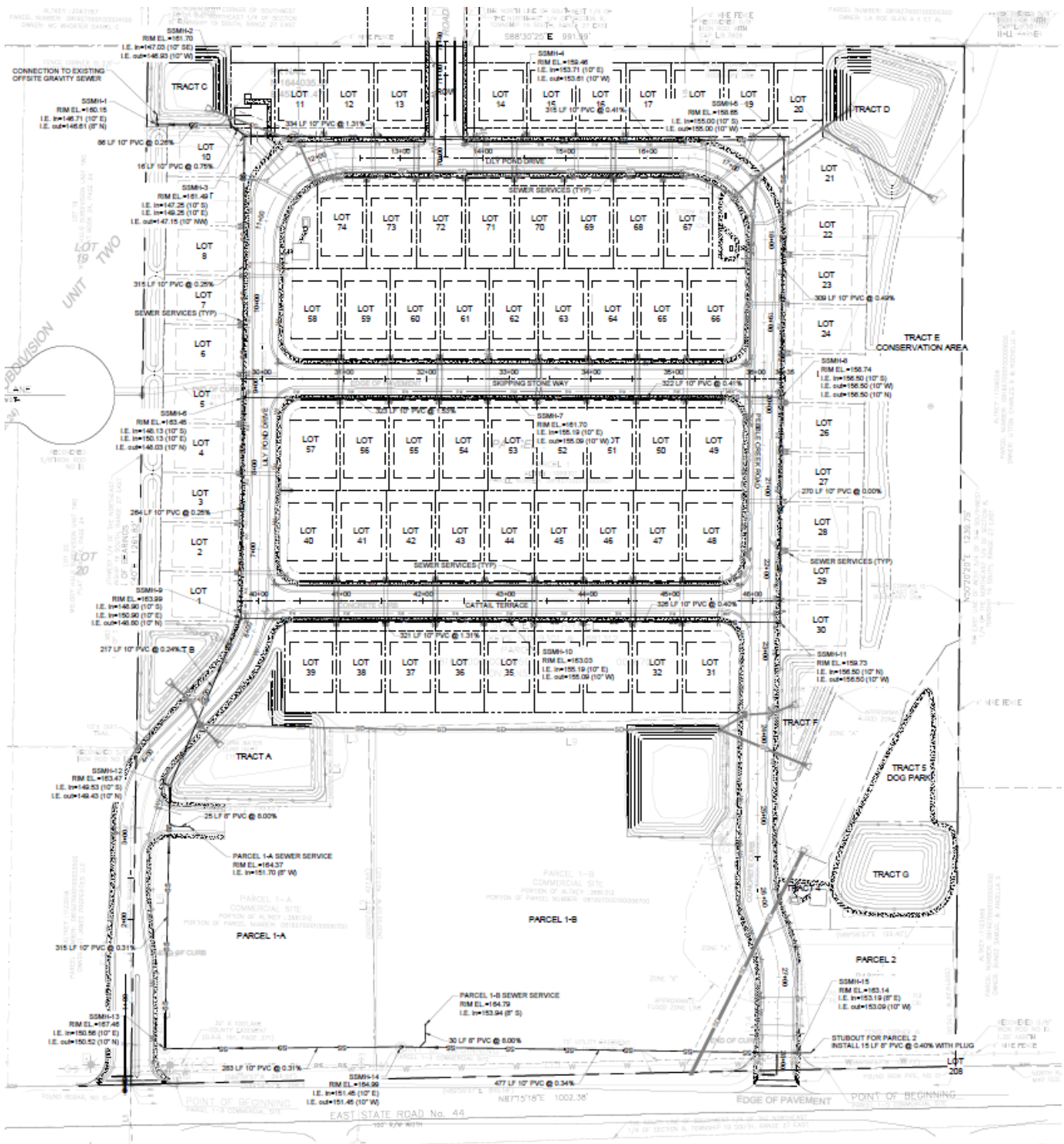
Christine Halloran, City Clerk

EXHIBIT A



- 60' X 90' Lots
5,400 square feet
- 60' X 110' Lots
6,600 square feet

EXHIBIT 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: February 2, 2023

RE: **Second Reading**

Ordinance Number 23-01: Voluntary Annexation

Ordinance Number 23-02: Comprehensive Plan Amendment

Ordinance Number 23-03: Design District Assignment

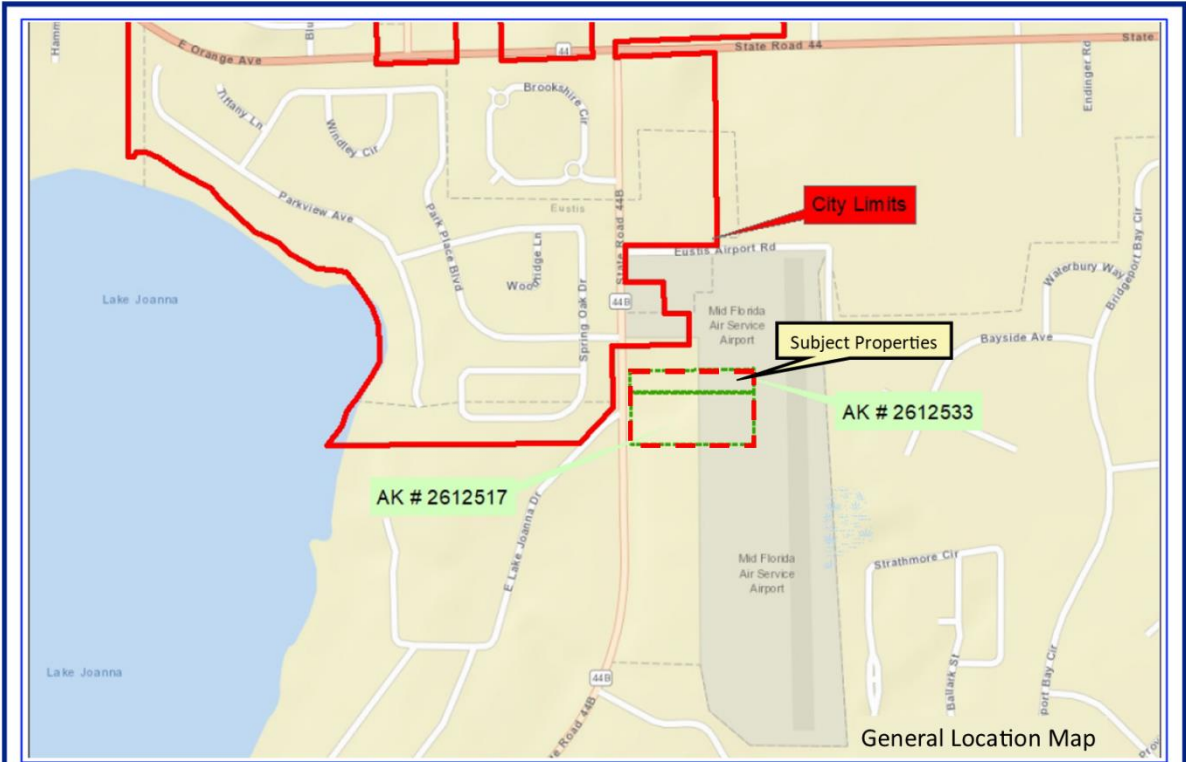
EXPLANATION OF ORDINANCES FOR ANNEXATION PARCELS ALTERNATE KEYS 2612533 AND 2612517

Introduction:

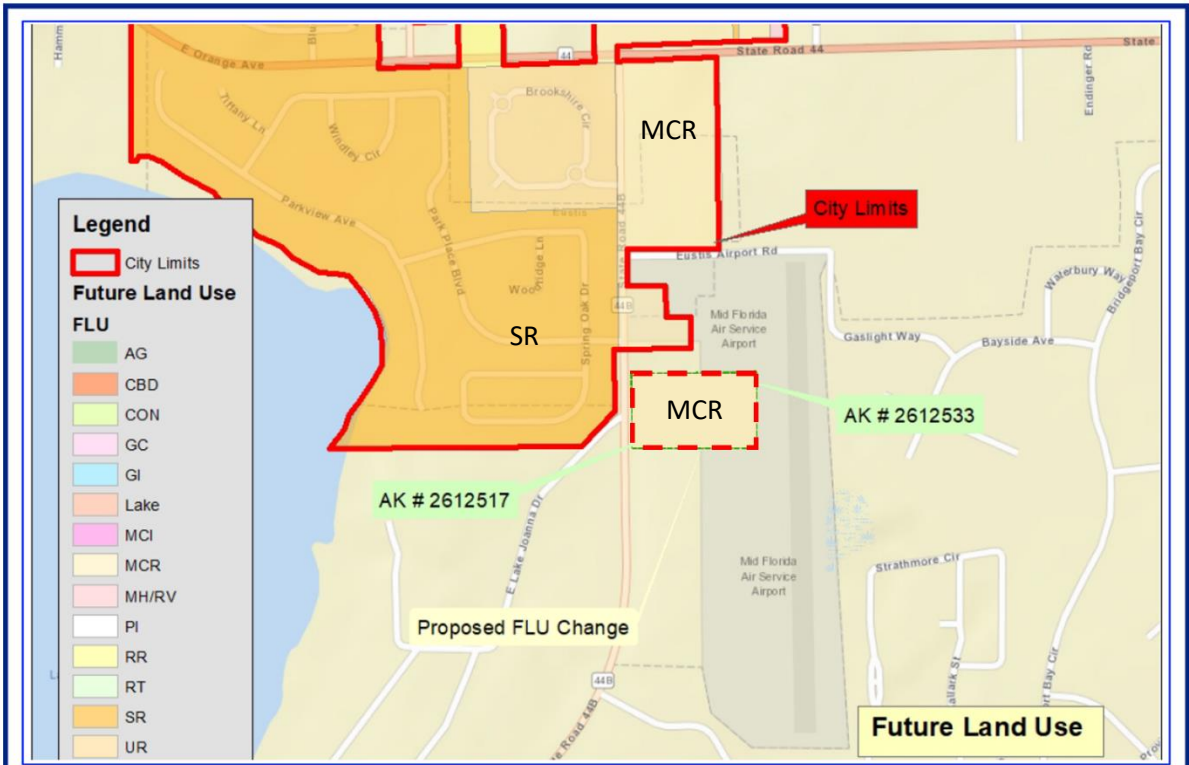
Ordinance Number 23-01 provides for the voluntary annexation of approximately 9.37 acres located on the east side of State Road 44 and across State Road 44 from its intersection with Lake Joanna Drive (Alternate Key Numbers 2612533 and 2612517). Provided the annexation of the subject property is approved,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

Background:

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



HUDDLE 44, LLC
Annexation



HUDDLE 44, LLC
FUTURE LAND USE



Surrounding properties have the following land use designations:

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

Applicant’s Request

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

The current Lake County land use designation for the subject property is Urban Low. The Lake County land use designation allows for residential uses of up to four (4) dwelling units per one (1) net buildable acre in addition to civic, institutional, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use.

The property owner has requested the MCR land use designation within the City of Eustis. The MCR land use provides for residential uses up to twelve (12) dwelling units per acre. The requested MCR designation permits residential and commercial uses.

Analysis of Annexation Request (Ordinance Number 23-01)

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

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

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

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

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

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

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

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

The department published notice of this annexation in the Daily Commercial in accordance with the requirements on January 6, 2023, and again on January 13, 2023.

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

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

Annexation of the subject property does not create an enclave.

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

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

The department provided notice to the Lake County Board of County Commissioners on December 12, 2022.

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

In Accordance with Florida Statutes Chapter 163.3177.9.:

Discourage Urban Sprawl:

Primary Indicators of Sprawl:

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

Review of Indicators

1. Low Intensity Development:

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

This indicator does not apply. The requested future land use will provide for a higher density (12 du/acre) than the county FLU (4 du/acre) allows. The MCR also allows for a mixture of commercial and residential uses.

2. Urban Development in Rural Areas:

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

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

3. Strip or Isolated Development:

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

This indicator does not apply. The site is within an urbanizing corridor with commercial development to the north, residential development to the west and south, and an airport to the east.

4. Natural Resources Protection:

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

This indicator does not apply. The subject property is not in a floodplain nor does it contain non-isolated wetlands. Building permit approval is required before development may begin. The Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should the conditions at time of development warrant such protection.

5. Agricultural Area Protection:

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

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

6. Public Facilities:

Fails to maximize use of existing public facilities and services.

This indicator does not apply. City water is available to the property. Development of this parcel will maximize the use and efficiency of City water service. City Sewer is available to the property and will be addressed via the site development process.

7. Cost Effectiveness and Efficiency of Public Facilities:

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

This indicator does not apply. Adequate capacity is available to serve the existing and future development consistent with the requested MCR future land use designation. The City provides these services to other properties in the area, so efficiency will improve.

8. Separation of Urban and Rural:

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

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

9. Infill and Redevelopment:

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

This indicator does not apply. This property is a logical extension of development for the city.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. The site is surrounded by single-family development on the adjacent properties, which is consistent with permitted uses in the area. A variety of other uses are evident, including various commercial uses, Within .25 to .5 miles of the subject property.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

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

12. Open Space:

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

This indicator does not apply. The site does not contain functional open space and is not connected to regionally important open space.

13. Urban Sprawl:

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

a. Direction of Growth:

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

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

b. Efficient and Cost-Effective Services:

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

Water and Sewer service is already available.

c. Walkable and Connected Communities:

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

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

d. Water and Energy Conservation:

Promotes the conservation of water and energy.

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

e. Agricultural Preservation:

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

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

f. Open Space:

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

This is not applicable. The site does not provide functional open space or natural areas nor is the site interconnected to such open space or natural areas.

g. Balance of Land Uses:

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

The proposed land use allows for both residential and commercial uses. Existing commercial development exists in close proximity to serve the residential population.

h. Urban Form Densities and Intensities:

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

Not applicable.

In Accordance with Comprehensive Plan Future Land Use Element Appendix:

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

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

Major Categories of Plan Policies:

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

1. General Public Facilities/Services:

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

a. **Emergency Services Analysis:**

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

b. **Parks & Recreation:**

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

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

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

d. **Schools:**

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

e. **Solid Waste:**

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

f. **Stormwater:**

The Comprehensive Plan and Land Development Regulations include level of service standards to which new development must adhere. Projects

designed to meet these standards will not negatively affect the existing facilities and services.

g. Transportation Network Analysis:

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

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

2. Natural Resources/Natural Features:

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

a. Groundwater recharge areas:

The site may be within a recharge area, a site-specific geotechnical and hydrologic study will be needed to determine the site-specific impact at the time of development. Source: Lake County Comprehensive Plan 2030 Floridian Aquifer Recharge Map.

b. Historical or archaeological sites:

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

c. Flood zones:

The subject property is impacted by a 100-year flood zone area. Source - Lake County GIS - 2012 Flood Zones.

d. Soil and topography:

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

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

3. Comprehensive Plan Review:

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

Existing Land Use According to the Lake County Comprehensive Plan:

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

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

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

Proposed Land Use According to the Eustis Comprehensive Plan:

Mixed Commercial / Residential (MCR)

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

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

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

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

Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For

the mixed land use category MCR, the city establishes, and shall monitor on a city basis, a mix of uses as follows:

Residential: 15% - 25% of total MCR acreage

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

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

Special Provisions:

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

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

b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;

c. the arterial road frontage contains an existing mix of viable commercial and residential uses;

d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;

(2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

Comparison of Lake County Development Conditions

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

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

Proposed Residential Land Uses.

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

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

Proposed Non-Residential Land Uses.

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

Not applicable.

1. Transportation:

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

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

2. Water Supply:

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

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

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

Standards for Review:

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

a. *Consistent with Comprehensive Plan:*

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

The proposed amendment is consistent with the Comprehensive Plan.

b. *In Conflict with Land Development Regulations:*

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

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

c. *Inconsistent with Surrounding Uses:*

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

d. *Changed Conditions:*

Whether there have been changed conditions that justify an amendment.

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

e. *Demand on Public Facilities:*

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

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

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

f. *Impact on Environment:*

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

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

g. *Orderly Development Pattern:*

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

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

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

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

h. Public Interest and Intent of Regulations:

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

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

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

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

i. Other Matters:

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

No other matters.

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

Form-Based Code:

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

1. Standards for Review:

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

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

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

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

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

b. *Sec. 109-3.4. Suburban development pattern intent statements:*

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

Design districts – Suburban Neighborhood

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

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

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

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

c. **Section 102-17(a)**

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

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

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

d. *Consistent with Comprehensive Plan:*

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

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

e. *Consistent with Surrounding Uses:*

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

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

f. **Changed Conditions:**

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

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

g. **Public Facilities.**

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

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

h. **Impact on Environment:**

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

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

i. **Property Values:**

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

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

j. **Orderly Development Pattern:**

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

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

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

k. *Public Interest and Intent of Regulations:*

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

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

l. *Other Matters:*

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

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

Applicable Policies and Codes

1. Resolution Number 87-34

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

2. Florida Statutes Chapter 171.044: Voluntary Annexation:

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

3. Comprehensive Plan – Mixed Commercial Residential (MCR): This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses. General Range of Uses: This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted. Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre. Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations. Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows: Residential: 15% - 25% of total MCR acreage Commercial/Office: 75% - 85% of total MCR acreage. The composition of mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and

- compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met. Special Provisions:
- (1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:
 - a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
 - b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
 - c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
 - d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
 - (2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.
 4. Land Development Regulations Section 109-5.5(b)(1): The Suburban Neighborhood Design District has predominately residential uses with some neighborhood scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
 5. Land Development Regulations Section 109-3 (Table 1) and Section 109-2.6: The MCR land use has a maximum density of 12 units to one acre. The MCR designation is intended to regulate the character and scale of commercial and residential uses so as to minimize their impacts on adjacent roadways and promote their compatibility with adjacent or nearby land uses, and provide for mixed-use development.

Recommended Action:

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

Policy Implications:

None

Alternatives:

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

Budget/Staff Impact:

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

Prepared By:

Jeff Richardson, AICP, Deputy Development Services Director

Reviewed By:

Mike Lane, AICP, Development Services Director

Heather Croney, Senior Planner

ORDINANCE NUMBER 23-01

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

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

Parcel Alternate Key: 2612533 and 2612517

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

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

AND:

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

WHEREAS, the subject property is reasonably compact and contiguous; and

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

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

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

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

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

SECTION 1.

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

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

That this Ordinance shall become effective upon passing.

SECTION 7.

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

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

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

CITY ATTORNEY’S OFFICE

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

City Attorney’s Office

Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 23-01 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date

EXHIBIT A



ORDINANCE NUMBER 23-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO 163.3187 F.S.; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 9.37 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT ALTERNATE KEY NUMBERS 2612533 AND 2612517, GENERALLY LOCATED ON THE EAST SIDE OF STATE ROAD 44 OPPOSITE THE INTERSECTION WITH LAKE JOANNA DRIVE, FROM URBAN LOW IN LAKE COUNTY TO MIXED COMMERCIAL RESIDENTIAL IN THE CITY OF EUSTIS.

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

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

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

WHEREAS, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on approximately 9.37 acres of real property located the east side of State Road 44 and across State Road 44 from its intersection with Lake Joanna Drive and more particularly described herein; and

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

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

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

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

SECTION 1.

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

Parcel Alternate Key: 2612533 and 2612517

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

Legal Description:

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

AND:

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

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

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

CITY ATTORNEY’S OFFICE

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

City Attorney’s Office

Date

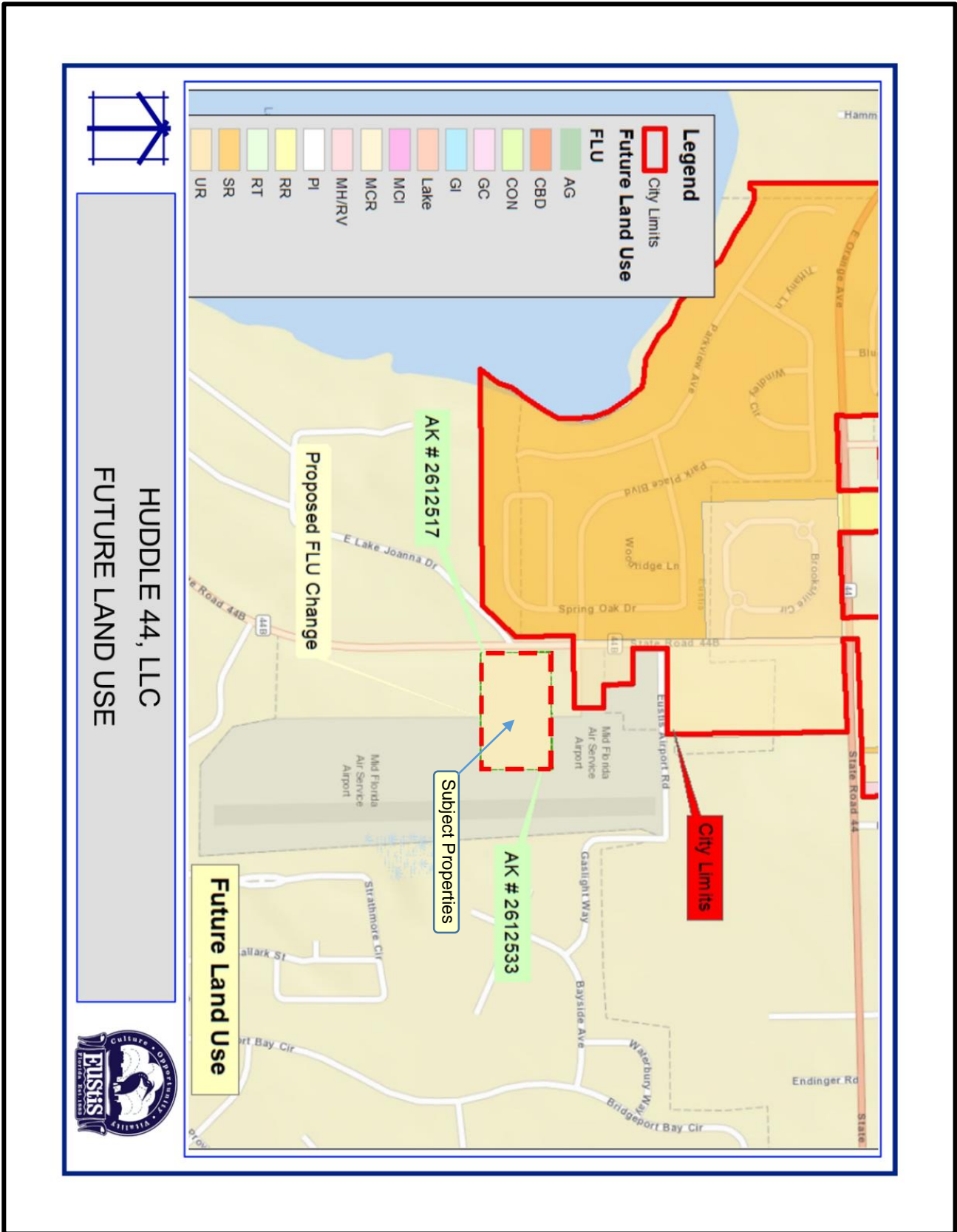
CERTIFICATE OF POSTING

The foregoing Ordinance Number 23-02 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date

Exhibit A



ORDINANCE NUMBER 23-03

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

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

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

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

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

Section 1. Design District Designation

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

Parcel Alternate Key: 2612533 and 2612517

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

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

AND:

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

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

Section 2. Map Amendment

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

Section 3. Conflict

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

Section 4. Severability

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

Section 5. Effective Date

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

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

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

CITY ATTORNEY’S OFFICE

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

City Attorney’s Office

Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 23-03 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date

Exhibit A



HUDDLE 44, LLC
Design District



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: February 2, 2023

SUBJECT: Trade in old boat motors for new ones, trade old boat for the labor of pulling old motors mounting new ones plus rigging.

Introduction:

The department purchased a custom Fire boat with used motors in 2021 with the intent of repowering the boat with larger motors. Included in the purchasing pricing was trading in the old motors. The vendor that services our boat has agreed to taking the old boat in leu of payment for removing the old motors and installing the new motors and all rigging.

Recommended Action:

Staff recommends trading in the old boat for labor and the old motors for the new.

Budget/ Staff Impact:

Trading in the old motors will save the City of Eustis \$4,000.00 for the cost of the new motors. Not trading in the old motors will cost the City of Eustis an additional \$4,000.00 and the motors would just sit until the next Government auction at which time they may only sell for pennies on the dollar.

Trading the old boat for the labor to remove and replace the old and new motors including all rigging will save the City of Eustis minimally \$1500.00, the old boat is a 1997 with multiple issues and will not bring much at auction.

Prepared By:

Deputy Chief Michael S. Davis, Fire Department

Reviewed By:

Chief Michael D. Swanson, Fire Chief