



AGENDA

City Commission Meeting

6:00 PM – Thursday, May 02, 2024 – City Hall

INVOCATION: PASTOR JONATHAN PEARSON, LIFEPOINTE CHURCH

PLEDGE OF ALLEGIANCE: COMMISSIONER WILLIE HAWKINS

CALL TO ORDER

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE

2. APPROVAL OF MINUTES

2.1 Approval of Minutes

March 14, 2024 City Commission Workshop: Strategic Planning
April 18, 2024 City Commission Meeting

3. AUDIENCE TO BE HEARD

4. CONSENT AGENDA

4.1 Resolution Number 24-39: Accepting The Groves at Grand Island Subdivision (Unincorporated Lake County) Utility Infrastructure and Maintenance Bonds

5. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

5.1 Resolution Number 24-36: Approving Second Donation of Land to Lake Sumter State College

5.2 Resolution Number 24-40: Approval of a Memorandum of Understanding (MOU) with Lake Sumter State College codifying five annual CDL training slots for Eustis High students and Eustis residents

6. FUTURE AGENDA ITEMS AND COMMENTS

6.1 City Commission

6.2 City Manager

6.3 City Attorney

6.4 Mayor

7. 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: May 2, 2024

RE: Approval of Minutes

Introduction:

This item is for consideration of the minutes of the March 14, 2024 City Commission Meetings Workshop: Strategic Planning.

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Mary Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Workshop: Strategic Planning

5:00 PM – Thursday, March 14, 2024 – City Hall

CALL TO ORDER: 5:02 P.M.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

PRESENT: Commissioner Gary Ashcraft, Commissioner Nan Cobb, Commissioner Willie Hawkins, Vice Mayor Emily Lee and Mayor Michael Holland

1. WORKSHOP ITEM WITH DISCUSSION, PUBLIC INPUT AND DIRECTION

1.1 Strategic Plan Development

Al Latimer, Economic Development Director, introduced Jason Gray, Project Director and Lead Strategist, from Willdan Group, a municipal consulting firm. He provided a brief review of Mr. Gray's background.

Mr. Gray presented the proposed Organizational Strategic Plan encompassing Vision, Mission, Values and Strategic Themes. He began with background information and a strategic framework, and then presented strategic themes and the SWOT Analysis (Strengths, Weaknesses, Opportunities and Threats) for each.

Mr. Gray noted that the strategic planning process began in late 2023 with a focus on organizational strategic planning which is a separate, complimentary effort to the Downtown Master Plan. He explained the benefits of strategic planning and the need to have measurable outcomes. He commented on all those involved in the process including the community. He introduced his staff that will be involved in the plan development.

Tom Carrino, City Manager, noted the involvement of Project Advisors Lynn Dehlinger and Sharon McCormick at League of Cities.

Mr. Gray provided an overview of the building blocks of strategic planning including vision, values, strategic themes, objectives and activities. He explained the vision states where they want to be and noted the City already has a vision statement. He further explained what each section of the plan accomplishes. He stated the Commission's focus would be on the vision, mission, values and strategic themes. Staff's focus would be on specific objectives and activities. He added that the Commission will provide direction on what needs to be accomplished with staff bringing back how that can be done, when it can be done and how that can be determined. He added that the only reason to do a strategic plan is to change the trajectory.

Mr. Gray compared the City's current vision and the draft downtown master plan vision. He explained what makes a good vision statement and provided various examples. He discussed core ideologies and purposes. He commented on the City's current vision and mission statements.

Mr. Gray asked the Commission about their thoughts on the vision and mission statements with the Commissioners agreeing that they have not had a significant impact on their decisions. It was noted that the vision and mission statements are from 2012.

Mr. Gray asked the Commission for comments on various parts of the vision statement with them responding about the City's lack of vibrancy. It was questioned whether or not the people attending events are actually helping the economy by purchasing from the businesses.

Discussion was held regarding how to improve the City's vibrancy and what that means to different people.

Comments were made regarding the efforts of the City's Events and Tourism division and the effects of past Commissions. It was noted that the City failed to address the loss of the citrus industry and the lack of support for agriculture.

Comments were made regarding the City being the same for the past 20 years. It was stated that the City needs to change its culture. The Commission discussed whether it wants to be vibrant or welcoming and family-friendly.

Mr. Gray commented on the differences in vibrancy from economic, tourism and community perspectives. He focused on vibrancy from each Commissioner's perspective. He noted the need to make sure the objectives meet those perspectives.

The Commission discussed the definition of vibrancy with the following suggestions: 1) Being able to work, play and live in Eustis; 2) Need for a different descriptor than vibrant; 3) Vibrant is a big city word; 4) The need to describe why people move to Eustis; 5) The word vibrant may be too broad; and 6) Being full of energy and enthusiasm.

Discussion was held regarding how to better define the City rather than as vibrant and the need to focus growth in the downtown corridor and on infill. It was noted that residents used to be able to do everything they wanted to within a few blocks of the downtown corridor.

Discussion was held regarding the relocation of the hospital which was an employment center. It was noted that the only way to grow the downtown is to move to the north. It was suggested that as residential properties become vacant the properties could be converted to commercial.

Discussion was held regarding rethinking who the City is without the hospital's presence and define what that is.

Mr. Gray commented on the continuing affect of the absence of the hospital and what are the drivers from the hospital and how to replace those. He asked the Commission's thoughts on the "well-integrated local economy" portion of the vision statement.

The Commission questioned what that means with Mr. Gray stating that usually means they are not dependent on one particular industry or business. Therefore, they could lose an industry or business and still survive.

RECESS: 5:56 p.m. RECONVENE: 6:10 p.m.

Sam Brinson, new Parks and Recreation Director, noted he would begin the position on April 1st. He provided a brief overview of his resume and stated he had previously interviewed for the position in 2016.

Mr. Carrino introduced Lori Carr, Finance Director prospect. He noted that her appointment would come before the Commission for approval on April 4th.

Ms. Carr commented on her government experience and how excited she is about coming to the City.

Mr. Carrino thanked the Commission and staff for their support during his family's recent issues.

Mr. Gray asked the Commission about the creativity and innovation section of the vision statement and if it is purposeful for today's Eustis. The Commission agreed that this does correspond to present day Eustis.

Discussion was held regarding "It's a community that respects and honors its history" and whether or not it is still valid. Discussion was held regarding the City getting back to its roots while welcoming the newcomers. Discussion was also held regarding the impact of prior commissions and administration and the conflicts. It was noted that residents are concerned about the possible closing of the historical museum.

Discussion was then held about recognition of the City's rich natural environment and retaining the waterfront in its natural state. The Commission commented that Eustis is one of the few "old Florida" style cities left.

Mr. Gray commented on the "live, work, play" concept and suggested including something similar.

The Commission suggested "home of the million-dollar sunsets".

Discussion was held regarding "friendly, welcoming sense of place" and what that means.

Mr. Gray opened discussion on the mission statement with most of the Commission agreeing it was poorly phrased. Mr. Gray indicated he would work on that entire statement.

Mr. Gray summarized that he would bring back a vision statement changing some of the phraseology but that would be similar in context. He indicated they would completely rework the mission statement.

Mr. Gray then opened discussion on the value statements which he stated exist to provide a centering point on how to deliver the vision and mission. He emphasized that the values begin with the Commission and cited how that is exemplified. He indicated the values identified in the vision and mission statements. He noted the City's organizational values and asked if the Commission feels any of those are not appropriate.

The Commission agreed that the values are spot on with how the City should function with Mr. Gray asking if there any of the values that the City as a whole is not being adhered to. It was suggested that the City organization needs to focus more on producing results.

Mr. Gray stated that they would bring back some alternatives on the vision and mission statements while trying to incorporate the portions agreed upon.

Mr. Carrino asked for clarification on how Mr. Gray prefers the City to communicate with him with Mr. Gray stating his preference to receive direct communication from the City Commission.

Mr. Gray discussed strategic themes and the high-level SWOT analysis (Strengths, Weaknesses, Opportunities and Threats). He explained that strengths are areas where the community currently thrives. He stated that the goal of the strategic plan is to build upon the existing strengths. He explained that weaknesses are current weaknesses that are things that are preventing the City from accomplishing the vision. He stated the strategic plan will work toward mitigating those weaknesses.

Mr. Gray then explained that opportunities are things the City could further leverage to become a strength. The goal of the plan will be to leverage those opportunities to become

strengths to serve the vision. He then stated that threats are areas that are not yet a weakness but could place the City in jeopardy of accomplishing the vision or mission.

Mr. Gray then discussed the City's strategic themes which provide a plan, but not the details, for how to accomplish the vision. He cited the five mentioned in the budget: 1) Competent and effective government; 2) Safe community; 3) Planned and secure future; 4) Developed and functional infrastructure; and 5) High quality lifestyle. He asked the Commission to think about the strengths, weaknesses, opportunities and threats for each of those themes.

Regarding a "competent and effective government", the Commission responded that the Commission works well together and has staff that does a lot with a little. They also cited the City's department heads as a strength.

Regarding weaknesses, the Commission cited slowness in achieving results, insufficient staff and the upcoming election. Mr. Gray termed the election as a threat rather than a weakness since the outcome is unsure. It was noted that the City has half the staff they had in 2008 and yet the City has grown significantly.

Discussion was held regarding how that occurred due to the downturn in the economy and resistance to growth.

Mr. Gray questioned how they can make sure the organization is prepared to meet the requirements.

The Commission commented on the need to look at outside influences and organizations and their affect on the City. The Commission indicated that the City has a good working relationship with both the state and other local cities. Comments were made on recent improvements to the City's relationship with the County.

The Commission indicated the City needs to streamline some of its processes and procedures with comments on the need to also improve technology.

Mr. Gray noted that weaknesses often become opportunities. He then opened discussion on opportunities pertaining to competent and effective government.

The Commission cited the opportunities the City has had partnering with neighboring cities for various services. They also noted the opportunity to provide more education for the City's work force.

Mr. Gray then opened discussion on weaknesses with the Commission citing the idea of "it's always been done that way" and lack of sufficient funding. They also cited the lack of expediency which may result in the loss of traction on a project.

Mr. Gray stated there is a direct connection between the amount of focus and discipline and the ability to deliver the results they want to have. He stated the more focused and disciplined the Commission is then the larger the ability the staff will have to deliver the results. He indicated that the less focus and discipline results in staff being pulled in too many directions.

Discussion was held regarding some of the issues that slow results.

Mr. Gray asked the Commission about the strengths relating to safe community with the Commission responding having a strong police chief and good communication with all aspects of the community regarding ongoing incidents. They also noted some new programs such as SeeClickFix and highlighted the City's forward thinking.

The Commission added the City Manager and staff as a City strength.

The Commission then discussed weaknesses pertaining to safe community and cited the lack of funding to have a stronger police and fire presence. They then discussed opportunities relating to having a safe community. They highlighted leveraging available resources and maintaining their connections with the State and Lake County.

Discussion was held regarding threats to having a safe community with Commissioners citing Orlando, types of businesses that are allowed within the City and retention of police officers.

Mr. Gray questioned whether "planned and secure future" should be a strategic theme. The Commission discussed if that should be a function of planning. Mr. Gray suggested there is an energy around the idea of a planned future with the Commission discussing how they have successfully planned other areas. They also commented on the City's ownership of various properties and how they have leveraged those. Discussion was held regarding "secure" pertaining to economic development. They discussed various current programs including the UCF incubator and the City's ties to Lake Sumter and Lake Tech. Further discussion was held regarding expanding UCF's presence in the City. They stated that education was both a strength and an opportunity.

Discussion was held regarding lack of work force housing and the resulting loss in educated residents.

RECESS: 7:14 p.m. RECONVENE: 7:21 p.m.

Mr. Gray asked about threats to a planned, secure future with Mr. Carrino commenting on unfunded mandates and pre-emptions as threats to the City's planning and development and Home Rule. He cited the Live Local Act and its affect on the City's development as well as limitations imposed by the County.

Mr. Gray then cited the next strategic theme as "developed and functional infrastructure". He asked what are the current strengths to the infrastructure with the Commission responding the department director Rick Gierok. They emphasized his ability to use the City's resources to their best advantage. They also cited the modernization of the City's water and wastewater plants to the extent they were able to assist other cities.

The Commission also cited the use of ARPA funds to expand the City's wastewater plant and staff's forward thinking whenever an expansion is done. They also cited the City having its own grantwriter.

Discussion was then held on weaknesses for the infrastructure with the Commission citing the aging infrastructure and lack of planning in the past. They also cited the lack of a paper trail for older infrastructure and the difficulty in addressing enclaves due to jurisdictional issues. Other weaknesses named were insufficient funding and timing.

The Commission then discussed the following opportunities: 1) Working with Lake County to take in roads if they bring them up to par; 2) Annexation of enclaves; 3) Working with the State and County on large scale infrastructure projects to obtain funding; and 4) Having a lobbying consultant in Tallahassee.

Mr. Gray asked about threats to the infrastructure with the Commission citing insufficient funding and Mr. Carrino discussing regulatory pre-emptions and proposed limits on what the City can charge to customers located outside of the City.

As an opportunity, the Commission discussed the possibility of utilizing something like CDD's to fund infrastructure for developments. Discussion was held regarding putting more of the burden on the private sector - the developer and end user - for the cost of the infrastructure.

The Commission discussed managing growth both initial growth and long-term.

Mr. Gray asked the Commission for their thoughts about what constitutes a high quality lifestyle.

The Commission mentioned the following qualities for a quality lifestyle: 1) Clean, neat and tidy environment; 2) Good public safety; 3) Low crime, job opportunities, recreational activities and community involvement; 4) Having the right businesses so residents don't have to leave the City for their purchases; and 5) Ability to raise your family in a town that is safe throughout where you can shop and walk.

Mr. Gray commented on the five strategic themes and asked if those seem to be a good starting spot. He asked if there were further concerns that weren't mentioned with the Commission indicating they felt the most important issues were discussed.

Mr. Carrino committed to providing the Commissioners with Mr. Gray's contact information.

Mayor Holland announced that the community would have the opportunity to provide input at future sessions.

The Commission emphasized the need to have more community engagement and buy-in on the plan.

2. ADJOURNMENT: 7:48 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 – Thursday, April 18, 2024 – City Hall

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: COMMISSIONER NAN COBB

CALL TO ORDER: 6:01 P.M.

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

PRESENT: Commissioner Nan Cobb, Commissioner Willie Hawkins, Vice Mayor Emily Lee, Commissioner Gary Ashcraft and Mayor Michael Holland

1. AGENDA UPDATE

Tom Carrino, City Manager, announced Chief Mike Swanson would do an introduction under presentations.

2. APPROVAL OF MINUTES

March 21, 2024 City Commission Meeting

April 4, 2024 City Commission Meeting

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

Voting Yea: Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Commissioner Ashcraft, Mayor Holland

3. PRESENTATIONS

Fire Chief Mike Swanson introduced the new Fire Department Training Captain Nick Coutsouvanos. He provided a brief review of his work history.

Captain Coutsouvanos expressed his appreciation for joining the City.

3.1 Recognition of Miss Eustis Winners

Miranda Muir, Events and Tourism Manager, recognized the Miss Eustis winners who were crowned in February as follows: Tiny Miss Eustis - Blake Beall; Little Miss Eustis - Ariyah Waters; Junior Miss Eustis - Lucy Doerfler; Teen Miss Eustis - Sydnie Sebree; Miss Eustis - Chloe Sebree and Miss Georgefest - Caroline Schapansky. She explained that the Miss Georgefest title is brand new in 2024. She stated that Caroline would be representing the City at the Miss Florida pageant, along with Chloe as the Miss Georgefest Teen. She commented on what is required of the girls from each of the pageants.

Mayor Holland thanked the young ladies for their efforts on behalf of the City and thanked Ms. Muir for getting the pageant connected back to the Miss Florida pageant.

4. AUDIENCE TO BE HEARD

Randy June explained he is the engineer and developer for the proposed White Rose subdivision to be located at the intersection of 44 and 437. He noted they have been in the

process since 2021 and now they are in the final construction plan phase. He added they have submitted a request for a traffic signal at Cardinal Lane. He stated they are relying on the ability to obtain utilities from the City.

Gail Isaac-Thomas asked about the status of the Community Redevelopment Review Committee with Mayor Holland explaining the Commission doesn't answer questions during Audience to be Heard. He indicated that the City Manager could answer that question following the meeting.

Ms. Isaac-Thomas informed the Commission that her cousin, Marjorie Carol Buckner, who was on the Housing Authority Board, had passed away. She asked that her family be kept in their prayers.

Kristie Chicarelli expressed concern regarding a blocked sidewalk in 44 Gables and cited communications with various Public Works staff. She indicated that staff has stated that no concrete repairs would be done until the larger street projects were completed. She expressed concern regarding the delay.

Mayor Holland responded that the Public Works Director would contact her for follow-up.

Kristin Nelson, Leesburg resident, stated she was there with Steven Sidlovsky on behalf of pro-life "personhood cities". She read several passages from the Bible.

Stephen Gerard Sidlovsky commented on their efforts to get the City of Eustis and other cities to adopt a personhood resolution. He presented a flyer and bookmark to the Commission regarding personhood. He asked that the resolution be placed on a City Commission agenda.

Mayor Holland noted his personal beliefs align with Mr. Sidlovsky's and the individual Commissioners are very Christian based; however, the Mayor and Commission have to represent the entire City. He polled the Commission to see if they want the City Manager to proceed with the requested resolution. It was a consensus of the Commission to not proceed with a personhood resolution.

Darius Kerrison thanked the public and Commission for their support of the Eustis Hometown Comedy and Music Festival. He thanked all of the City staff that assisted with the festival.

Nathan Hicks commented on a recent vandalism incident that occurred in Eustis. He reviewed the police report regarding a person who vandalized his car. He stated that the Police Department declined to pursue any charges due to the man living in a group home and having mental health issues.

The Mayor directed Police Chief Capri to communicate with Mr. Hicks. He indicated Mr. Hicks could also get the Mayor's phone number from City Hall if he needed any further assistance.

5. CONSENT AGENDA

5.1 Resolution Number 24-37: Approval of Purchase in Excess of \$50,000 for Asphalt

Motion made by Commissioner Cobb, Seconded by Commissioner Hawkins, to approve the Consent Agenda. The motion passed on the following vote:
Voting Yea: Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Commissioner Ashcraft, Mayor Holland

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 SECOND READING

Explanation of Ordinance Numbers 24-15, 24-16, and 24-17: Annexation, Future Land Use and Design District Assignment for Parcel with Alternate Key 1064309

Ordinance Number 24-15: Annexation for 2024-A-03 - Envisage Homes LLC - Alternate Key 1064309

Sasha Garcia, City Attorney, read Ordinance Number 24-15 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 0.3 acres of real property at Alternate Key Number 1064309, Coolidge Street and Suanee Avenue, on north side of Suanee Ave.

Attorney Garcia opened the public hearing at 6:29 p.m. There being no public comment, the hearing was closed at 6:29 p.m.

Motion made by Commissioner Cobb, Seconded by Commissioner Hawkins, to adopt Ordinance 24-15 on final reading. The motion passed on the following vote:
Voting Yea: Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Commissioner Ashcraft, Mayor Holland

6.2 SECOND READING

Ordinance Number 24-16: Future land Use Designation - 2024-CPLUS-03 – Envisage Homes LLC – Future land Use Designation for Parcel with Alternate Key 1064309

Attorney Garcia read Ordinance Number 24-16 by title on second and final reading: 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 0.3 acres of real property at Alternate Key Number 1064309, on Coolidge Street and Suanee Avenue, on north side of Suanee Ave. from Urban Low in Lake County to Suburban Residential in the City of Eustis.

Attorney Garcia opened the public hearing at 6:30 p.m.

Bryan Broomfield thanked City Manager Tom Carrino for meeting with him and other residents to discuss some of the issues. He expressed their concerns how the densities may impact the residents. He requested the City Commission consider the existing infrastructure before increasing the densities in the area.

There being no further public comment, the hearing was closed at 6:32 p.m.

Motion made by Vice Mayor Lee, Seconded by Commissioner Ashcraft, to adopt Ordinance 24-16 on final reading. The motion passed on the following vote:
Voting Yea: Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Commissioner Ashcraft, Mayor Holland

6.3 SECOND READING

Ordinance Number 24-17: Design District Assignment - 2024-DD-03 – Envisage Homes LLC – Design District Assignment for Parcel with Alternate Key 1064309

Attorney Garcia read Ordinance Number 24-17 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Neighborhood design district designation to approximately 0.3 acres of real property at Alternate Key Number 1064309, on Coolidge Street and Suanee Avenue, on north side of Suanee Ave.

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

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee, to adopt Ordinance 24-17 on final reading. The motion passed on the following vote:

Voting Yea: Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Commissioner Ashcraft, Mayor Holland

6.4 SECOND READING

Ordinance Number 24-18: 2024-CPLUS-01 Grand Island Shores Road Future Land Use Map Amendment

Attorney Garcia read Ordinance Number 24-18 by title on second and final reading: 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(1) F.S.; changing the future land use designation of approximately 1.99 acres of real property located northwest of the intersection of Grand Island Shores Road and County Road 44, from Suburban Residential (SR) to Urban Residential (UR).

Attorney Garcia opened the public hearing at 6:34 p.m. There being no public comment, the hearing was closed at 6:34 p.m.

Motion made by Commissioner Ashcraft, Seconded by Commissioner Hawkins, to adopt Ordinance 24-18 on final reading. The motion passed on the following vote:

Voting Yea: Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Commissioner Ashcraft, Mayor Holland

6.5 SECOND READING

Ordinance Number 24-20: Amending the Land Development Regulations, Section 118 Construction Standards

Attorney Garcia read Ordinance Number 24-20 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Florida, amending the Land Development Regulations, Section 118 Construction Standards; providing for codification, severability and an effective date.

Attorney Garcia opened the public hearing at 6:34 p.m. There being no public comment, the hearing was closed at 6:35 p.m.

Motion made by Vice Mayor Lee, Seconded by Commissioner Cobb, to adopt Ordinance 24-20 on final reading. The motion passed on the following vote:

Voting Yea: Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Commissioner Ashcraft, Mayor Holland

6.6 SECOND READING

Ordinance Number 24-21: Approving a Conditional Use Permit for a Monopine Communication Tower with a height of 180 feet, located within Pine Meadows Subdivision on Future Acorn Meadows Loop - Street A

Attorney Garcia read Ordinance Number 24-21 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; approving a conditional use permit for a monopine communication tower located within Pine Meadows Subdivision on future Acorn Meadows Loop - Street A.

Attorney Garcia opened the public hearing at 6:35 p.m. There being no public comment, hearing was closed at 6:35 p.m.

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee, to adopt Ordinance 24-21 on final reading. The motion passed on the following vote:

Voting Yea: Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Commissioner Ashcraft, Mayor Holland

6.7 FIRST READING

Ordinance Number 24-19: Approving a Conditional Use Permit to allow a 10,640 square foot, Commercial Retail Store in a General Industrial Land Use District at the Eustis Commerce Park on Paradise Lane and County Road 452

Attorney Garcia explained that the ordinance was on the March 21st agenda and died for lack of a motion. She was contacted by the attorney for the applicant regarding the process since the ordinance was not specifically voted on. Therefore, it was being brought back before the Commission as a new item.

Attorney Garcia read Ordinance Number 24-19 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; approving a conditional use permit to allow a 10,640 square foot commercial retail store in a General Industrial land use district at the Eustis Commerce Park on Paradise Lane and CR 452.

Mike Lane, Development Services Director, reviewed the request for a Conditional Use Permit to allow a commercial retail store in a General Industrial (GI) Land Use District. He stated the property owner is JBC Management Group and the applicant is Concept Development. Mr. Lane discussed the issue of allowing a commercial retail store within a General Industrial Land Use District. He indicated the request is for a Dollar General Store within the Eustis Commerce Park, located at Paradise Lane and County Road 452. He commented on the community meeting held by the applicant with eleven people in attendance. He stated the primary concern was traffic. He confirmed all notice requirements were met.

Mr. Lane then discussed the Commission's previous concerns regarding the City's limited industrial land.

Attorney Garcia asked if the City has a precedent of a conditional use permit being granted in the General Industrial zone for retail with Mr. Lane responding negatively.

Attorney Garcia opened the floor to comments from the applicant at 6:41 p.m.

Logan Upsall, representing the development team, indicated the property owners were present. He presented aerial views of the intersection at CR452 and Paradise Lane and noted their traffic study for the area. He cited the City's Comprehensive Plan as it pertains to residential areas being protected from adjacent industrial use. Mr. Upsall commented on retail and commercial use spurring industrial growth. He stated their request for a Conditional Use Permit is consistent with the Comprehensive Plan and would provide a buffer between the residential and industrial uses. He emphasized that the City's professional staff has determined the application is consistent with the Comprehensive Plan, Land Development Code and performance standards and compatible with the area. He further reviewed what is required for approval of a conditional use permit. He stated their agreement with staff's conditions for approval.

The Commission confirmed they stated that retail and commercial will spur industrial growth and questioned whether or not downtown commercial would spur industrial growth in that area.

Mr. Upsall responded that industrial would not be compatible with the downtown area. He commented on the need for the uses to blend.

Attorney Garcia opened the floor to comments from the property owners.

A representative of the owners thanked Mayor Holland and Commissioner Cobb for taking the time to speak with them. He explained their purpose in developing the property, relocating their business to the site, and facilitating future growth on that property.

Attorney Garcia opened the floor to the public at 6:50 p.m.

Bryan Broomfield spoke about the limited industrial space available in Eustis and expressed support for developing that site for that purpose. He also cited the number of jobs that an industrial use might bring to the area versus a small retail use.

Cindy Newton expressed agreement with Mr. Broomfield and noted the new incubator. She stated the City should use the land for the purpose intended.

Kristie Chiccarelli commented on the lack of use on empty property and how the retail use would provide a buffer for the community. She expressed support for approving the conditional use permit.

Rick Gonzalez noted he was Nutraceutical's first employee. He commented on the history of the Eustis Commerce Park and noted it has been vacant for 20 years. He stated the new owners intend to put funds back into the property and expressed support for approving the conditional use permit.

Mayor Holland reported he had a conversation with the property owner and stated the City's economic development team will help them to get appropriate uses for his property. He expressed concern regarding the change of use and the lack of industrial property in the City.

Commissioner Cobb acknowledged her conversation with the owner. She expressed support for his development of the property but her concerns regarding the change of use.

Mr. Upsall stated the property land use designation would remain the same and that the conditional use permit would apply only to this use.

Motion made by Commissioner Ashcraft, Seconded by Mayor Holland, to approve Ordinance Number 24-19 on first reading. The motion failed on the following vote:

Voting Nay: Commissioner Cobb, Commissioner Hawkins, Vice Mayor Lee, Commissioner Ashcraft, Mayor Holland

7. OTHER BUSINESS

7.1 Development Discussion

Mayor Holland commented on the City's recent annexations. He stated they need to review the City's land use regulations as a whole. He referred to the City's water plant and the cost to maintain and expand that plant. He emphasized the need to be careful with the annexations and densities. He cited the need to have something other than cookie cutter developments. He noted that Eustis is one of the most economically challenged cities in the County. He stated that the City Manager is working on scheduling a joint meeting with Lake County. He expressed concern regarding the need to have a clear roadmap for future growth. He commented on what could be done to make the City look different.

Commissioner Ashcraft emphasized the need to work on infill development. He stated the City needs to determine a way to incentivize infill development.

Mayor Holland agreed with the need for more infill development.

Vice Mayor Lee expressed agreement and stated they need to look at what they are doing and how they are doing it.

Commissioner Hawkins also agreed and stated he did not think the City has a handle on development. He agreed with concentrating on infill and to work with the County on the development of the enclaves. He also expressed concern regarding redevelopment of the downtown.

Commissioner Cobb agreed that development is out of control and stated that they need to slow down. She expressed concern regarding the need for design standards but noted that also increases the cost for a house. She noted that the City can only impose so much because of state legislation. She also commented on the need to determine the costs affiliated with the water plant improvements. She cited a city on the east coast that imposed a moratorium but they only did it for nine months to allow them time to work on their regulations.

Mayor Holland expressed support for asking the City Manager to discuss the issue with his leadership team and the City Attorney and to review the state guidelines to develop a plan to bring back to the Commission. He emphasized the need for them to get the downtown project right the first time. He noted that the City has very little growth area left and most of it is in protected areas.

Mr. Carrino reported that the City asked the rate study consultant to separate out the rates for out-of-city utilities versus in-city. It appears they should have something back to the City in May both on the rate study and on the break out. He stated they would look at it at staff level first and then bring that back to the Commission.

Mr. Carrino then reported that he had engaged the services of Kimberly Horn regarding various development regulations and standards including varied lot widths, residential design guidelines and how to work with developers to get a more varied product to avoid the cookie cutter look. He stated that individual meetings with Commissioners have been scheduled with Kimberly Horn. He stated that would give the Commissioners the opportunity to express what they want. He suggested that Kimberly Horn's scope of work could be expanded.

Commissioner Cobb commented on the Live Local Act and noted there has been two amendments to that.

Mayor Holland asked City Attorney Garcia to bring back a report to the Commission on the act and its affect on the City.

Mr. Carrino stated they are working on scheduling the joint work shop. He indicated that meeting is primarily concerning a project on Thrill Hill and a site specific Interlocal Service Boundary Agreement. He added that could lead to a broader discussion. He stated the meeting is scheduled for 6:00 p.m. on June 4th at the Eustis Community Building. He added that staff is working on the logistics regarding who will record the meeting and/or livestream.

The Commission directed Mr. Carrino to ask the County if that meeting could include a broader discussion.

Mr. Carrino noted the City is a utility provider. He cited the Santerra development which would be developed under the County; however, the City would be providing utilities. He noted there are other developments on the edges of the City that may be developed in the County but the City is expected to provide utilities.

The Commission questioned whether or not the City has any more future developments are on hold with the Mayor responding negatively. He noted the City is waiting on the water plant report.

8. FUTURE AGENDA ITEMS AND COMMENTS

8.1 City Commission

Commissioner Ashcraft thanked Darius Kerrison for the Comedy and Music Festival. He commented on the upcoming African American Heritage Festival.

Commissioner Cobb reported on the recent Lake County Fair and cited the number of swine sold at the fair.

Commissioner Hawkins also thanked Mr. Kerrison for the Comedy Show and also for the "Sparkle and Shine" event for adults with disabilities. He noted there were over 100 adults in attendance. He thanked everyone who participated and assisted with the event. He complimented City Manager Tom Carrino for his support of all the City events. He expressed his appreciation for all he does for the community and emphasized the importance of the City providing the City Manager with some help. He also thanked the downtown merchants for their support.

Mayor Holland thanked Commissioner Hawkins for his leadership with those programs. He also thanked Mr. Carrino for his dedication and love for the City.

Vice Mayor Lee concurred with the appreciation for Mr. Carrino and that he needs help. She reported on the America in Bloom meeting. She commented on the improvements to the Clifford House and indicated they had decided not to do the Mother's Day tea but would wait until later in the summer to do a bigger event.

8.2 City Manager

Mr. Carrino explained that both the City and the Code Enforcement Board have separate attorneys for code enforcement activity. The Code Board's attorney has resigned, who was provided by Stone & Gerkin. City Attorney Sasha Garcia provided the name of a local attorney who does practice code enforcement law. Staff and the Police Department met with that attorney and he has been asked to sit in on the next Code Enforcement Board meeting. He indicated that both the City and the Board need to be comfortable with whomever is hired since the City pays for the Board attorney. He noted that Stone & Gerkin will represent the Code Board at the May meeting.

Mr. Carrino thanked the Commissioners for their compliments. He commented that the City has a great team and highlighted the new Parks & Recreation Director Sam Brinson and noted he also attended the Comedy and Music Festival. He emphasized City staff wants to provide the best service possible to the Commission.

Commissioner Hawkins noted the individual who came to the Commission meeting with a complaint and the Police Chief didn't know anything about it. He stated that If staff doesn't know, they can't address a problem. He commented on an issue he reported about a pothole and indicated it was resolved within 24 hours. He encouraged anyone that has a problem to reach out to the City or any of the Commissioners.

8.3 City Attorney - None

8.4 Mayor

Mayor Holland noted he has served the City since 2008. He commented on how well the Commission works together. He emphasized that the Commissioners also live in the City and they have to live with any decisions they make. He thanked everyone for their attendance at the meeting. He emphasized that the City is dedicated to helping the property owners find an appropriate use for their property. He also assured the other developers that the City will move forward as soon as they get back the water plant report.

Mayor Holland asked everyone to keep Al Latimer and his family in their prayers as his mother is under Hospice care. He explained that is why he did not allow public input at the CRA meeting so Mr. Latimer could leave quickly. He encouraged anyone with questions or concerns to contact the City.

9. ADJOURNMENT: 7:29 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: MAY 2, 2024

RE: RESOLUTION NUMBER 24-39: ACCEPTING THE GROVES AT GRAND ISLAND
SUBDIVISION (UNINCORPORATED LAKE COUNTY) UTILITY
INFRASTRUCTURE AND MAINTENANCE BONDS

Introduction:

Resolution Number 24-39 accepts the utility infrastructure for the Groves at Grand Island Subdivision; approves a \$95,073.60 two-year maintenance bond; and authorizes the City Manager to release the bond following the two-year maintenance period and verification that there are no deficiencies in the systems.

Background:

The subdivision known as Groves at Grand Island is a single-family development in unincorporated Lake County. On July 15, 2021, via Resolution Number 21-48, the Eustis City Commission approved a Water Utility Agreement with May and Whitaker Family Partnership, LTD., Thomas B. Whitaker, and John C. Whitaker for the project. The current developer, Landsea Homes of Florida, LLC, has completed the utility infrastructure construction costs, and provided Maintenance Bonds for the Groves at Grand Island Subdivision in accordance with Section 102-10(c)(5) of the Land Development Regulations.

The Public Works Director has received clearances from applicable State agencies and test reports related to the utility systems' construction. The department has conducted appropriate inspections and recommends final acceptance of the subdivision infrastructure. The submitted Maintenance Bond (\$95,073.60, which is 20% of the construction cost) will ensure that any deficiencies that become apparent over the two-year period will be corrected without cost to the City.

Recommended Action:

Staff recommends approval of Resolution Number 24-39

Policy Implications:

None

Alternatives:

1. Approve Resolution Number 24-39
2. Deny Resolution Number 24-39

Budget/Staff Impact:

None

Prepared By:

Olivia Kilgore, Senior Staff Assistant – Water Department

Reviewed By:

Greg Dobbins, Deputy Director of Public Utilities

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

Jeff Richardson, AICP, Deputy Director of Development Services

Attachment(s):

Resolution Number 24-39

Available Upon Request:

Maintenance Bond

Bill of Sale

Engineer's Certificate of Completion

RESOLUTION NUMBER 24-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, ACCEPTING THE GROVES AT GRAND ISLAND SUBDIVISION (UNINCORPORATED LAKE COUNTY) UTILITY INFRASTRUCTURE AND MAINTENANCE BONDS.

WHEREAS, on July 15th, 2021, via Resolution Number 21-48, the Eustis City Commission approved a Water Utility Agreement with May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker, and John C. Whitaker regarding the provision of City utilities to the Groves at Grand Island properties; and

WHEREAS, Landsea Homes of Florida, LLC, developer of the subdivision now known as the Groves at Grand Island Subdivision, has completed utility infrastructure construction for the property, more particularly described as:

Groves at Grand Island, Plat Book 79, Pages 67-69; and

WHEREAS, the developer's Engineer has certified that all the facilities have been constructed in accordance with the approved construction plans and specifications; and

WHEREAS, the Public Works Director has received clearances from applicable State agencies and test reports related to the utility systems' construction, has conducted inspections, and recommends final acceptance of the subdivision infrastructure; and

WHEREAS, Landsea Homes of Florida, LLC has submitted a signed and sealed Engineer's Statement of utility infrastructure construction costs and provided a Maintenance Bond in accordance with Section 102-10(c)(5) of the Land Development Regulations.

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

Section 1. That the City of Eustis hereby accepts the ownership and maintenance responsibility of the Groves at Grand Island public facilities and infrastructure including potable water and reclaimed water systems.

Section 2. The City Commission hereby authorizes the City Manager to release the \$95,073.60 Maintenance Bond following the two-year maintenance period, provided that the Public Works Director verifies that no deficiencies exist.

Section 3. That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 4. That should any section, phrase, sentence, provision, or portion of this Resolution be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-39 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



Insurance Company
A Division of The Arch Capital Group

Bond No. SU1200739

MAINTENANCE/WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Landsea Homes of Florida, LLC as Principal (the "Principal) and **Arch Insurance Company**, a corporation organized under the laws of the State Missouri as Surety (the "Surety"), are held and firmly bound unto City of Eustis, FL as Obligee, (the "Obligee") in the penal sum of Ninety Five Thousand Seventy Three and 60/100 (\$ 95,073.60), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has by written agreement dated July 15, 2021 entered into a contract with Obligee for Water and Reuse Maintenance – Groves at Grand Island, which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Obligee any defect which may develop during a term of 2 years(s) from the date of completion and acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

No suit or claim may be commended by the Obligee against the Surety after the expiration of one (1) year from the date of Obligee's discovery of a defect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

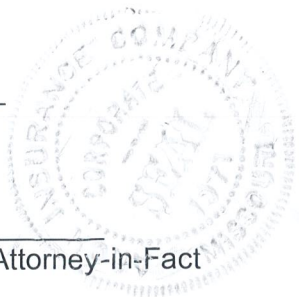
Signed and sealed this 27th day of March A.D. 2024.

Landsea Homes of Florida, LLC
Principal

Arch Insurance Company
Surety

By: [Signature]

By: [Signature]
Stephen P. Farmer, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Ashley Tyree, Kara Ruckert, Margaret Hall, Stephen P. Farmer, Tyler D. DeBord and Vincent DeLuca of Daytona Beach, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

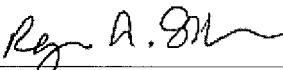
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

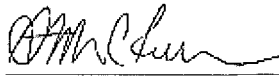
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 17th day of July, 2023.

Attested and Certified



Regan A. Shulman, Secretary

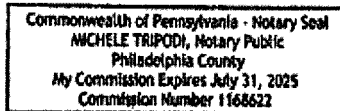


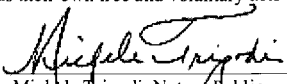
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



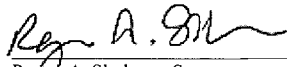


Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated July 17, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 27th day of March, 2024.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**

GROVES AT GRAND ISLAND

A PART OF THE SOUTHEAST 1/4, OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

SHEET 1 OF 3

PLAT BOOK 79 PAGE 67

INSTRUMENT #2022143827
 PLAT BK 79 PG 67 (3 PGS)
 DATE: 11/2/2022 10:30:31 AM
 GARY J. COONEY, CLERK OF THE CIRCUIT COURT
 AND COMPTROLLER, LAKE COUNTY, FLORIDA
 RECORDING FEES \$60.00

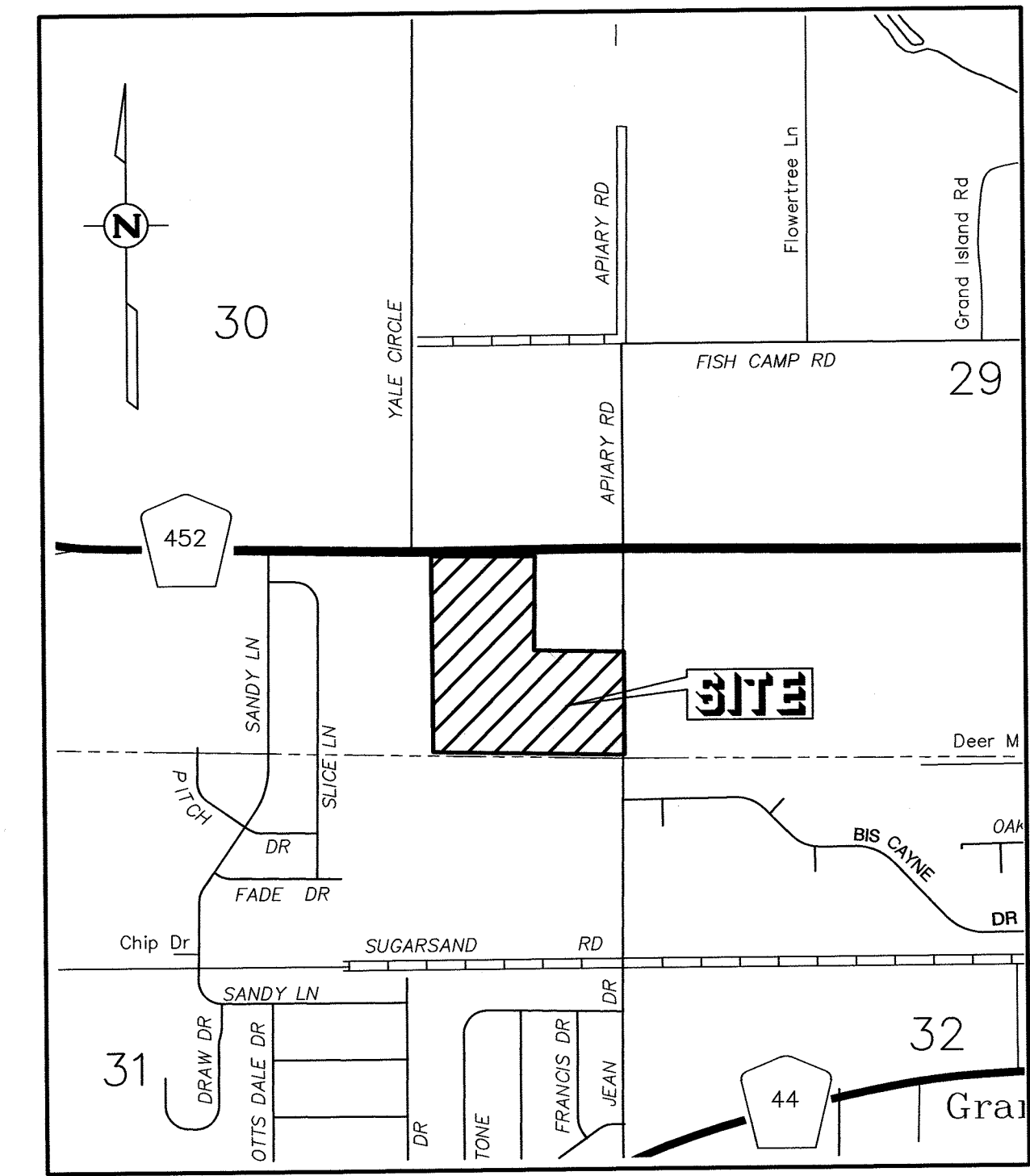
DEDICATION GROVES AT GRAND ISLAND

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, LANDESA HOMES OF FLORIDA LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED HEREIN DOES HEREBY DEDICATE THE FOLLOWING FOR THE PURPOSES THEREON EXPRESSED, SUBJECT TO THE GENERAL NOTES CONTAINED HEREIN.

- TO LAKE COUNTY: THE STREETS, DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON ARE DEDICATED IN PERPETUITY TO LAKE COUNTY AND TO THE PUBLIC. TRACT "B" IS HEREBY DEDICATED IN PERPETUITY TO LAKE COUNTY, FLORIDA, FOR RIGHT OF WAY PURPOSES.
- TO GROVES AT GRAND ISLAND HOMEOWNER'S ASSOCIATION, INC.: TRACTS "A", "C", "D" AND "E" ARE TO BE OWNED AND MAINTAINED BY GROVES AT GRAND ISLAND HOMEOWNER'S ASSOCIATION, INC.

NOTES

- BEARINGS AND FLORIDA STATE PLANE COORDINATES, EAST ZONE, SHOWN HEREON ARE BASED ON FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND IS BASED ON NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (SPCS '83-2011). BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST, AS BEING S00°02'33"E.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. (CHAPTER 177.091 (28) FLORIDA STATUTES)
- LOT CORNERS SHALL BE SET WITH 5/8" IRON RODS AND CAPS LB #8348 IN ACCORDANCE WITH CHAPTER 177.091(9) FLORIDA STATUTES.
- ALL LOT LINES ARE NON-RADIAL UNLESS NOTED. RADIAL LINES ARE NOTED BY (R).
- STATE PLANE COORDINATES SHOWN HEREON AND THEIR COMPUTED VALUES SHALL BE SUBORDINATED TO THE MONUMENTS, BEARINGS AND DISTANCES SHOWN ON THIS PLAT.
- TRACT "A" IS TO BE OWNED AND MAINTAINED BY GROVES AT GRAND ISLAND HOMEOWNER'S ASSOCIATION, INC. FOR THE PURPOSE OF OPEN SPACE, RECREATION, STORMWATER AND LANDSCAPING.
- TRACT "B" IS TO BE DEDICATED TO LAKE COUNTY, FLORIDA, FOR THE PURPOSE OF ADDITIONAL RIGHT OF WAY FOR APIARY ROAD.
- TRACTS "C" AND "D" ARE TO BE OWNED AND MAINTAINED BY GROVES AT GRAND ISLAND HOMEOWNER'S ASSOCIATION, INC. FOR THE PURPOSE OF OPEN SPACE, RECREATION AND LANDSCAPING.
- TRACT "E" IS TO BE OWNED AND MAINTAINED BY GROVES AT GRAND ISLAND HOMEOWNER'S ASSOCIATION, INC. FOR THE PURPOSE OF SIGNAGE.
- UNLESS OTHERWISE NOTED THERE IS A 5.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT ALONG ALL REAR LOT LINES AND A 10.00 FOOT WIDE DRAINAGE AND UTILITY EASEMENT CONTIGUOUS TO ROAD RIGHTS OF WAY. THERE IS ALSO A 5.00 FOOT WIDE DRAINAGE EASEMENT ALONG ALL SIDE LOT LINES UNLESS OTHERWISE INDICATED.
- IT IS THE RESPONSIBILITY OF GROVES AT GRAND ISLAND HOMEOWNER'S ASSOCIATION, INC. TO OWN AND MAINTAIN THE STORMWATER MANAGEMENT SYSTEM NOT LOCATED WITHIN THE RIGHTS OF WAY OF ROADS UNLESS SUCH RESPONSIBILITY IS VOLUNTARILY ASSUMED BY LAKE COUNTY AND IN SUCH CASE, LAKE COUNTY SHALL BE ENTITLED TO UTILIZE ALL TRACTS AND EASEMENTS DESIGNATED ON THIS PLAT FOR STORMWATER PURPOSES. THE REAL PROPERTY UNDERLYING THE DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE INDIVIDUAL OWNER OF EACH LOT.
- LANDS DESCRIBED HEREON ARE SUBJECT TO AND/OR THE BENEFACITOR OF THE FOLLOWING LISTED INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA:
 - NOTICE OF LAKE COUNTY'S APPROVAL OF SUBDIVISION, AS RECORDED IN OFFICIAL RECORDS BOOK 2002, PAGE 2410 (NOT PLOTTABLE).
 - ORDINANCE NO. 2021-2 (ZONING), AS RECORDED IN OFFICIAL RECORDS BOOK 5650, PAGE 273 (NOT PLOTTABLE).



VICINITY MAP
SCALE: 1"=1000'

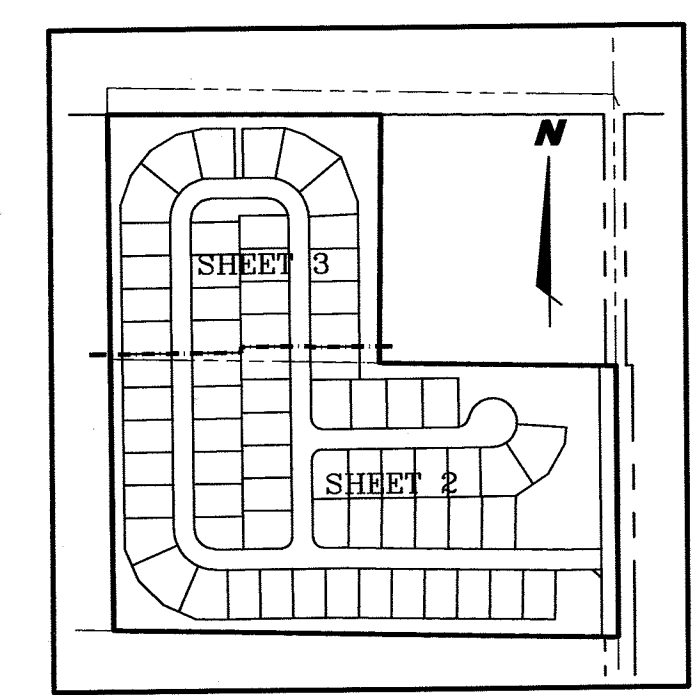
DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

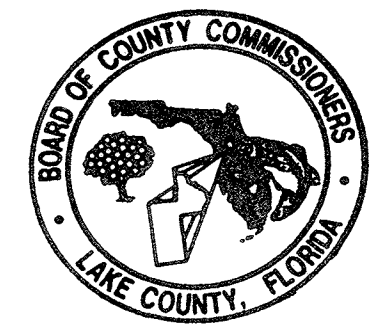
BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, THE FOLLOWING COURSES: N88°41'23"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30 FOR 1234.10 FEET TO THE WEST LINE OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 30; THENCE N00°14'33"W ALONG SAID WEST LINE FOR 1257.58 FEET TO THE SOUTHERLY RIGHT OF WAY LINE FOR COUNTY ROAD MAINTENANCE MAP BOOK 6, PAGES 39 THROUGH 48, INCLUSIVE, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE S89°28'24"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR 668.10 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, S00°42'41"W FOR 604.85 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30; THENCE S88°42'19"E ALONG SAID NORTH LINE FOR 578.20 FEET TO THE EAST LINE OF THE SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30; THENCE S00°02'33"E ALONG SAID EAST LINE FOR 661.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 27.90 ACRES, MORE OR LESS.

- LEGEND**
- PERMANENT REFERENCE MONUMENT - FOUND 4"x 4" CONCRETE MONUMENT WITH DISC STAMPED AS NOTED
 - PERMANENT REFERENCE MONUMENT - SET 4"x4" CONCRETE MONUMENT WITH DISC STAMPED 'HALFF PRM LB#8348' UNLESS OTHERWISE NOTED
 - PERMANENT CONTROL POINT - SET NAIL & DISC WITH DISC STAMPED 'HALFF PCP LB#8348'
 - CM CONCRETE MONUMENT
 - LB LICENSED BUSINESS
 - Δ CENTRAL ANGLE (DELTA ANGLE)
 - CH CHORD DISTANCE
 - CB CHORD BEARING
 - PC POINT OF CURVATURE
 - PT POINT OF TANGENT
 - PI POINT OF INTERSECTION
 - RP RADIUS POINT
 - CL CENTERLINE
 - (R) RADIAL LINE
 - R RADIUS
 - L ARC LENGTH
 - DE DRAINAGE EASEMENT
 - UE UTILITY EASEMENT
 - DE & UE DRAINAGE EASEMENT & UTILITY EASEMENT
 - C3 REFERENCE TO CURVE TABLE
 - L1 REFERENCE TO LINE TABLE
 - PRM PERMANENT REFERENCE MONUMENT
 - LAT LATITUDE
 - LONG LONGITUDE
 - CONV CONVERGENCE
 - ORB OFFICIAL RECORDS BOOK
- SECTION 30-18-26 = TOWNSHIP 18 SOUTH, RANGE 26 EAST



KEY MAP
NOT TO SCALE



CERTIFICATE OF APPROVAL

COUNTY ENGINEER: *[Signature]* DATE: 10/12/22

PLANNING AND ZONING MANAGER: *[Signature]* DATE: 10/12/22

COUNTY ATTORNEY: *[Signature]* DATE: 10/27/22

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, THAT ON Oct 11, 2022, THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA.

CHAIRMAN OF THE BOARD: *[Signature]* CLERK OF THE BOARD: *[Signature]*
 Sean M. Harls GARY J. COONEY
 PRINT NAME PRINT NAME

CERTIFICATE OF REVIEW BY COUNTY SURVEYOR

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

COUNTY SURVEYOR: *[Signature]* DATE: 10/11/2022
 CAROL MELVIN
 PROFESSIONAL SURVEYOR AND MAPPER NO. 6329

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A REGISTERED SURVEYOR AND MAPPER, FULLY LICENSED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER HIS DIRECTION AND SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF SECTION 177, PART 1, PLATTING, FLORIDA STATUTES.

HALFF, INC. 902 NORTH SINCLAIR AVENUE, TAVARES, FL 32778
 LICENSED BUSINESS NO. 8348

[Signature] DATE: 10/12/22
 JENNINGS E. GRIFFIN
 PROFESSIONAL LAND SURVEYOR NO. 4486

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON November 3, 2022 AT 10:16 AM FILE NO. 2022143827

[Signature]
 CLERK OF THE CIRCUIT COURT
 IN AND FOR LAKE COUNTY, FLORIDA

HALFF
 902 NORTH SINCLAIR AVE. OFFICE: 352.343.8481
 TAVARES, FLORIDA 32778 FAX: 352.343.8495
 LICENSED BUSINESS NUMBER: 8348

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

VIA Email

MikiskaD@Eustis.Org

March 29, 2024

Deanna Mikiska
City of Eustis
Development Services Building
4 N. Grove Street
Eustis, FL 32727

RE: **Grove at Grand Island**
Halff # 044659.002
Engineer's Cost Estimate – Water and Reuse

Dear Mrs. Mikiska:

Enclosed please find a copy of the Engineer's Cost Estimate for the above referenced project based on the WD Site Development bid. I have reviewed the bid and certify that the total estimated cost of construction is \$475,367.98 with the 20% Maintenance Bond amount of **\$95,073.60**. On behalf of Landsea Homes of Florida, LLC we are requesting approval of this bond amount so that they may order the bond and provide it to the City.

Should you have any additional questions or concerns regarding this information, please do not hesitate to contact our office.

Sincerely,

Halff



Charles C Hiott, P.E.
Director of Land Development, VP
chiott@halff.com

CCH/tc

Enclosures

GROVE AT GRAND ISLAND WATER AND REUSE MAINTENANCE BOND					
Item	Quantity	Unit	Price	Total	
WATER					
12" x 8" Wet Tap & Valve	1	EA	\$ 6,281.33	\$ 6,281.33	
8" PVC	3640	LF	\$ 41.58	\$ 151,351.20	
8" DIP	90	LF	\$ 56.15	\$ 5,053.50	
Fire Hydrant assembly	5	EA	\$ 4,853.85	\$ 24,269.25	
8" GV	8	EA	\$ 2,155.93	\$ 17,247.44	
Fittings & restraints	1	LS	\$ 30,539.77	\$ 30,539.77	
double service long	11	EA	\$ 1,338.00	\$ 14,718.00	
double service short	14	EA	\$ 1,327.25	\$ 18,581.50	
single service long	12	EA	\$ 886.50	\$ 10,638.00	
single service short	7	EA	\$ 875.75	\$ 6,130.25	
Total				\$ 284,810.24	
RECLAIM					
6" PVC	3840	LF	\$ 27.17	\$ 104,332.80	
6" GV	7	EA	\$ 1,808.48	\$ 12,659.36	
12" x 6" Wet Tap & Valve	1	EA	\$ 6,225.33	\$ 6,225.33	
Fittings & restraints	1	LS	\$ 17,294.00	\$ 17,294.00	
double service long	8	EA	\$ 1,338.00	\$ 10,704.00	
double service short	17	EA	\$ 1,327.25	\$ 22,563.25	
single service long	13	EA	\$ 886.50	\$ 11,524.50	
single service short	6	EA	\$ 875.75	\$ 5,254.50	
Total				\$ 190,557.74	
TOTAL				\$ 475,367.98	
TOTAL					
20% MAINTENANCE BOND				\$ 95,073.60	


 Digitally signed by Charles C Hiott
 DN: cn=Charles C Hiott, c=US,
 o=HALFF ASSOCIATES INC,
 email=chiott@halff.com
 Date: 2024.04.01 08:42:58 -0400

Landsea Homes
 2420 S Lakemont Ave
 Suite 450
 Orlando FL 32814
 April 11, 2024

BILL OF SALE

Potable Water Distribution System and Reclaim Water Distribution System

Landsea Homes of Florida, LLC, a Delaware limited liability Company, located at 2420 Lakemont Ave, Suite 450 Orlando, Florida 32814, County of Orange, State of Florida, Seller, for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration paid to Seller by City of Eustis, Buyer, receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Buyer all pipes, lines, valves, valve boxes, fittings, thrust blocks, hydrants, equipment, manholes, and other good which comprise the water and reuse systems installed by Seller and located on the City easements or rights-of-way as shown on the record drawings, more specifically described as follows:

All potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, facilities, equipment and appurtenances thereto, located within or upon the public right of way designated as Trovita Drive, Cara Court & Tract B (Dedicated Public Right of Way) and all "Utility Easements", each as identified in the plat known as Groves at Grand Isle, as recorded at Plat Book 79, Pages 67-69, of the Official Records of Lake County, Florida.

Buyer shall have all rights and title to the goods in itself and its assigns.

Seller warrants that it is lawful owner of the goods and the goods are free from all liens and encumbrances. Seller has good right to sell the goods and will warrant and defend the right against the lawful claims and demands of all persons.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller has executed this Agreement at Orange County, Florida on April 12, 2024.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

By: [Signature]
(Seller Signature)

[Signature]
(Notary Signature)

Daniel Kaiser, 4-12-2024
(Print Name and Date)

Elizabeth Mason Canin 4-12-2024
(Print Notary Name and Date)

Vice President
(Print Company Title)

STATE OF FLORIDA
COUNTY OF (ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online presence, this 12 day of April, 2024, by Daniel Kaiser, the Vice President of Landsea Homes of Florida, LLC, a Delaware limited liability company, on behalf of said entity. He is personally known to me or [] has produced his State of driver's license as identification.





VIA Email

DobbinsG@eustis.org

April 16, 2024

Greg Dobbins
City of Eustis
Development Services Building
4 N. Grove Street
Eustis, FL 32727

RE: **Groves at Grand Island**
Halff # 044659.002
Engineer's Certificate of Completion

Dear Mr. Dobbins:

In the professional opinion, as a registered engineer in the State of Florida, I certify that the water distribution system and reclaim water distribution system improvements for the Groves at Grand Island project have been completed substantially in accordance with the engineering plans approved by the City of Eustis and in compliance with the City of Eustis Engineering Design Standards and Regulations. This determination is based on construction site observations, review of test reports and certified As-Built drawings.

Should you have any additional questions or concerns regarding this information, please do not hesitate to contact our office.

Sincerely,

Halff

A handwritten signature in blue ink that reads "CCH".

Charles C Hiott, P.E.
Director of Land Development, VP
chiott@halff.com

CCH/tc

Enclosures



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: MAY 2, 2024

RE: RESOLUTION NUMBER 24-36:
APPROVAL OF A SECOND EDUCATIONAL DEVELOPMENT
AGREEMENT WITH LAKE SUMTER STATE COLLEGE

And

RESOLUTION NUMBER 24-40:
APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH LAKE
SUMTER STATE COLLEGE

Introduction:

Resolution 24-36 approves a Second Educational Development Agreement which transfers to Lake Sumter State College (LSSC) a parcel of land for the construction of a CDL and Utility Lineworker Training Facility.

Resolution 24-40 approves a Memorandum of Understanding (MOU) codifying five annual CDL training slots for Eustis High students and Eustis residents.

Background

In 2022, LSSC approached the City of Eustis regarding available City-owned property for a CDL training facility and a line worker training program. The first donation of land for this project received consensus from Commission on November 17, 2022 and received final approval on January 5, 2023. As part of that first donation, LSSC committed, through the Educational Development Agreement, to providing up to five annual CDL training slots for City of Eustis employees. At the November 17, 2022 meeting, LSSC also committed to providing up to five annual CDL training slots for Eustis High students and Eustis residents to be codified by a MOU at a later date.

On March 17, 2024 Commission gave consensus to move forward with a second donation of land to LSSC. The college requested the additional property pursuant to state regulations that require a larger CDL Practice Driving Pad. The additional land will not

only allow LSSC to construct the expanded pad, but will also provide room for an enlarged utility pole farm for the lineman worker program, and the space needed to accommodate water retention on site. In response to a request for scholarships specifically for Eustis students, the LSSC Foundation has agreed, as part of the draft Second Educational Development Agreement, to set aside a one-time amount of \$15,000 for ten \$1,500 scholarships for Eustis students to be used as part of any LSSC program.

Similar to the original Educational Development Agreement, the Second Educational Development Agreement includes reversionary language if the property is not used for the intended purchase. Also, under the terms of the agreement, the College agrees to define and write the legal description for the additional parcel and include in the deed any easements identified by the City.

Resolution 24-40 approves the MOU codifying the five CDL slots for Eustis High students and Eustis residents discussed at the November 17, 2022 City Commission meeting.

Action

Approval of Resolution Number 24-36 authorizing the City Manager to execute the Second Educational Development Agreement with Lake Sumter State College.

Approval of Resolution Number 24-40 authorizing the City Manager to execute the Memorandum of Understanding with Lake Sumter State College.

Prepared by:

Al Latimer, Economic Development Director

Reviewed by:

Tom Carrino, City Manager

RESOLUTION NUMBER 24-36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; APPROVING THE SECOND EDUCATIONAL DEVELOPMENT AGREEMENT BETWEEN THE CITY OF EUSTIS AND LAKE-SUMTER STATE COLLEGE FOUNDATION, INC., AND THE DISTRICT BOARD OF TRUSTEES OF LAKE-SUMTER STATE COLLEGE CONCERNING THE CONVEYANCE OF APPROXIMATELY A FOUR ACRE PARCEL OF CITY-OWNED PROPERTY TO BUILD A COMMERCIAL DRIVER'S LICENSE AND UTILITY LINeworker TRAINING FACILITY; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS ASSOCIATED THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lake-Sumter State College wishes to build a Commercial Driver's License and Utility Lineworker Training Facility in the City of Eustis; and

WHEREAS, Lake-Sumter State College previously requested the City Commission approve a donation of four acres of land for this purpose; and

WHEREAS, at the November 17, 2022, City Commission meeting, the Commission approved Lake-Sumter State College's request and asked City staff to work with the College staff to identify a mutually agreed upon parcel of land; and

WHEREAS, the City of Eustis owned the 13.71-acre parcel of land located at the western corner of Hicks Ditch Road and SR 44, identified by the Lake County Property Appraiser by Alternate Key #1428441; and

WHEREAS, in September 2023, the City Commission donated four acres from within the larger 13.71-acre parcel identified as suitable for the construction of the Lake-Sumter State College Commercial Driver's License and Utility Lineworker Training Facility; and

WHEREAS, the Commercial Driver's License and Utility Lineworker programs are in need of expansion due to increased workforce demand; and

WHEREAS, the Lake-Sumter State College has subsequently asked for an additional donation of approximately four acres from within the larger 13.71-acre parcel of which 9.71 acres remain owned by the City of Eustis; and

WHEREAS, Lake-Sumter State College further agrees to define and write the legal description for the additional parcel and include in the deed any easements identified by the City; and

WHEREAS, the proposed project serves a public purpose by having a positive impact on the local economy and workforce development efforts, thereby providing a benefit to the City of Eustis and its citizens.

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

Section 1. The City Commission hereby approves the Second Educational Development Agreement as presented to facilitate the transfer of ownership of the additional four-acre parcel.

Section 2. The City Commission hereby authorizes the City Manager to execute the Second Educational Development Agreement and all documents and instruments as may be necessary to transfer the previously identified four-acre parcel to Lake-Sumter State College.

Section 3. This Resolution shall become effective upon passage.

DONE AND RESOLVED this 2nd day of May, 2024, in Regular Session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 2nd day of May, 2024, by Christine Halloran, City Clerk, who is personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial Number:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for the use and reliance of the City Commission of the City of Eustis, Florida, but I have not performed an independent title examination as to the accuracy of the legal description.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-36 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

SECOND EDUCATIONAL DEVELOPMENT AGREEMENT

THIS SECOND EDUCATIONAL DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into this ___ day of May, 2024, by and between the CITY OF EUSTIS (hereafter referred to as the City or Grantor) and LAKE-SUMTER STATE COLLEGE FOUNDATION, INC., and THE DISTRICT BOARD OF TRUSTEES OF LAKE-SUMTER STATE COLLEGE (hereafter collectively referred to as the College or Grantee).

NOW, THEREFORE, for and in consideration of the terms and covenants set forth in this Agreement, the parties hereto agree as follows:

I. SUBJECT OF AGREEMENT

Subject to the terms and conditions set forth in this Agreement, the City shall convey to the College, an additional portion of real estate of approximately four (4) acres located at the northwest corner of State Road 44 and Hicks Ditch Road, across from Cobb Tractor, and diagonally adjacent to Cobb Commerce Park (the “Property”).

The College acknowledges it shall conduct a survey of the Property. Prior to closing the parties shall agree on the legal description for the Property to be conveyed and said legal description will be added to this Agreement as an addendum and will be included on the special warranty deed. Title to the Property shall be conveyed subject to rights of reversion to City, easements, restrictions, zoning ordinances, covenants, and rights of way of record.

II. FIRST EDUCATIONAL DEVELOPMENT AGREEMENT CONSIDERATION

In the First Educational Development Agreement and subsequent First Amendment thereto, the College represented, warranted, and agreed to comply with the following terms and conditions:

1. Within two (2) years after the Property is conveyed to the College, the College shall enter into a contract with a qualified construction company/contractor to build the Commercial Driver’s License and Utility Lineworker Training Facility. The construction of the Commercial Driver’s License and Utility Lineworker Training Facility must be completed within five (5) years of its conveyance. Completion is defined as issuance of a certificate of occupancy by the appropriate governmental authority. The quality and type of construction will be substantially similar to the other College facilities in Lake County, Florida. To ensure the quality and type of construction conforms to the standards sought by the City, prior to commencement of construction, the College shall present to the City schematics and conceptual plans of the proposed facility for approval.

2. The initial authorized use for this Property shall be for the Commercial Driver’s License and Utility Lineworker Training Facility and related educational/training courses. If, after the Commercial Driver’s License and Utility Lineworker Training Facility is built and the program is running, the College wishes to discontinue the program and offer an alternate educational use at the Property, the College shall notify

the City in writing of their intent to do so no later than ninety (90) days prior to implementing the alternate educational use. The City shall not object to the College's intended use if the use is considered educational in nature as determined by the City at its reasonable discretion. The City shall provide the College with written confirmation of its approval or its objection to the intended use as soon as possible, but no later than sixty (60) days after being notified by the College. If the City fails to provide notice to the College as specified herein, approval will be considered to have been given to the College for intended use. If the College fails to provide notice to the City as specified herein, the City at its sole discretion may deem it a breach of the terms of the Agreement resulting in the Property reverting to back to the City. The College must notify the City and obtain the necessary written approval as stated herein each time the College seeks to change the current authorized educational use of Property.

3. Per the First Educational Development Agreement with the College for conveyance of land in 2023, once the Commercial Driver's License and Utility Lineworker Training Facility is built and the program is running, the College shall provide the City free of charge five (5) training slots per year in perpetuity.

4. Related, but not part of the First Educational Development Agreement, the parties agreed to execute a Memorandum of Understanding ("MOU") affording Eustis High School students or Eustis residents, as applicable, five (5) full scholarships per year in perpetuity for the Commercial Driver's License and Utility Lineworker Training Program.

III. SECOND EDUCATIONAL DEVELOPMENT AGREEMENT CONSIDERATION

For and in consideration of the transfer of the additional Property to the College, the College represents, warrants, and agrees to the comply with the following terms and conditions:

1. The College shall make a one-time donation of ten (10) \$1,500.00 scholarships (totaling \$15,000.00) to qualifying Eustis High School graduates. The scholarship recipients may utilize the scholarship funds for any field of study available at the College of the students choosing. The scholarships will be available for use within the first three (3) years of completion of the LSSC Eustis Education Center.
2. Upon completion of the LSSC Eustis Education Center, the College shall promptly notify the City Manager in writing of this occurrence. The College shall cooperate with the City in advertising the availability of scholarships to Eustis High School students.
3. As the scholarships are awarded, the College shall notify the City Manager in writing and provide information on the scholarship recipients including the chosen program and the City Manager shall update the City Commission accordingly.

IV. CLOSING

The closing shall occur within one-hundred and twenty (120) days from the date of execution of this Agreement. If closing does not occur on the specified date and the parties have not agreed to extend the closing date in writing prior to the expiration of said date, this Agreement is immediately null and void and neither party shall have any further rights or obligations under this Agreement.

V. TITLE

The City will convey title of the Property to the College by a special warranty deed, free and clear of all liens, encumbrances, defects, and burdens, except for easements, restrictions, and rights of reversion stated herein, and rights of way.

Grantor and Grantee agree that title to the Property will be conveyed to Lake-Sumter State College. The College shall not convey, sell or otherwise transfer its interest in the Property for any purpose without the prior written consent of the City.

VI. PROOF OF TITLE

The College shall obtain, at the College’s sole cost and expense, a standard owners policy of title insurance from a licensed title company in an amount not less than the cost of construction of the Commercial Driver’s License and Utility Lineworker Training Facility.

In the event the College has valid objections to the marketability of the title to the Property, the City may satisfy said valid objections or the City may declare this Agreement null and void in which event the College shall convey the Property to the City by special warranty deed similar in form and content to that executed by the City.

The College hereby waives any and all claims, causes of action, and its right to recover any damages, costs, expenses or losses which result out of or are incurred by the College in connection with this Agreement, and/or the development, design, and construction of the Commercial Driver’s License and Utility Lineworker Training Facility on the Property.

VII. PAYMENT OF EXPENSES

The City shall have no liability of any cost, fees, obligations, real estate taxes, or any other cost related hereto, and all costs including but not limited to financing, title insurance, closing, appraisals, mortgages, and registration fees related to this Agreement, or the transfer of the Property, shall be paid by the College.

VIII. THE CITY'S REVERSIONARY INTEREST AND CONVEYANCE RESTRICTION

The College acknowledges that the special warranty deed, which transfers title of the Property, will contain the following reversionary language:

“Absent a written agreement by the Grantor to subordinate its reversionary interest, if the Grantee fails to initially construct and operate a Commercial Driver’s License and Utility Lineworker Training Facility as specified in the Educational Development Agreement between the Grantor and Grantee, and thereafter use the Property for an educational purpose for which the Grantor has provided the Grantee written approval for, then all right, title, and interest in the Property, as well as all buildings, structures, fixtures, and other improvements on the Property shall revert to the Grantor and shall be deemed the Grantor’s sole and exclusive property, as allowed by law. If title of the Property and all buildings, structures, fixtures, and improvements revert to the Grantor, the Grantee shall not receive any compensation for the Property, or any buildings, structures, fixtures, and improvements located on the Property.”

“Furthermore, without the Grantor’s prior written consent, the Grantee shall not convey, sell or otherwise transfer this Property.”

Title to the Property shall revert to the City in the event the College fails, in any respect, to comply with the terms and provisions of this Agreement including, but not limited to, the duties imposed upon the College which arise subsequent to the date of transfer of the Property.

IX. DAMAGES

In the event the College fails to comply with any term or warranty in this Agreement, then title to the Property shall immediately revert to the City and this Agreement shall immediately become null and void, whereupon all rights of the College hereunder shall end all at the option of the City.

The College acknowledges and understands that should this Agreement be declared null and void and should a reversion of title to the Property occur that the College shall have no claim against the City for any damages, costs, or claims for specific performance or other cause of action, and the failure to comply with the terms of this Agreement shall be solely at the risk of the College without liability or obligation on behalf of the City.

AT CLOSING THE COLLEGE MAY BE REQUIRED TO GRANT TO THE CITY MANAGER OF CITY OF EUSTIS POWER OF ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY REVEST TITLE TO THE PROPERTY TO THE CITY INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO EXECUTE DEEDS, LIEN RELEASES, AND AFFIDAVITS AS REQUIRED. THE COLLEGE SHALL NOT REVOKE SAID POWER OF ATTORNEY WITHOUT PRIOR WRITTEN CONSENT FROM THE CITY.

X. CONDITION OF PROPERTY

The City makes no representations or warranties of any kind whatsoever, express or implied, regarding the condition of the Property or the condition of title to the Property (except as noted in the special warranty deed). The College acknowledges that the City has made no representations or warranties, express or implied, as to the condition of the Property or the condition of title to the Property. The College is granted, up to the day prior to the Closing Date, the right to access the Property and have it inspected at the College's sole cost and expense. Any damages caused by said inspections shall be paid by the College. The College agrees that it will rely solely upon the results of any inspections it has conducted. The College agrees that it is taking title to the Property in its "as is, where is" condition. In the event any inspection conducted by the College reflects a condition which is unacceptable to the College, the College shall have the right to terminate this Agreement at any time prior to the Closing in which event the parties will be relieved of any further right, duty or obligation set forth in this Agreement. The City makes no representations or warranties of any kind whatsoever, express, or implied, relative to the inclusion or exclusion of the Property from a flood fringe area or flood-way area, as the same are defined by the Federal Emergency Management Agency (FEMA). The College agrees to make any and all inquiries deemed appropriate or required in said regard, and further agrees that the exclusion of the Property from said described areas is not a condition to the Closing of this Agreement.

XI. NO ASSIGNMENT

The College may not assign its respective interests, rights, and responsibilities under this Agreement without the prior written consent of the City. In addition, and without limitation, the City acknowledges and agrees that the College may encumber its interest in the Property with a mortgage or similar instrument or indenture, which instruments shall in all cases be subject to the rights of the City outlined in this Agreement.

XII. AMENDMENTS

No amendment, modifications, or alterations of the terms hereof shall be binding unless the same are in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

XIII. AGREEMENT TO SURVIVE DELIVERY OF SPECIAL WARRANTY DEED

All terms and conditions of this entire Agreement (and all attachments and addendums) shall survive the delivery of the special warranty deed to the College.

XIV. BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns. This provision

does not alter the requirement that the College cannot assign all or any portion of this Agreement without the prior written consent of the City.

XV. NOTICES

All notices required by this Agreement shall be sent in writing via certified mail, return receipt requested or via mail delivery requiring signature. Courtesy copies may be sent via email, however electronic mail shall not satisfy the notice requirement. Notice shall be sent to the parties as stated below:

City of Eustis
 City Manager
 10 N. Grove Street
 Eustis, FL 32726
 (with a copy to the City Attorney listed on the City's website)

Lake-Sumter State College Foundation, Inc./Lake-Sumter State College
 College President
 9501 US Highway 441
 Leesburg, FL 34788

XVI. NO WAIVER

Neither failure nor delay on the part of the City in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the City therefrom shall be effective unless the same shall be in writing, signed on behalf of the City by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given.

XVII. HEADINGS

The headings of the articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

XVIII. ENTIRE AGREEMENT

This Agreement and all exhibits hereto, if any, contain the entire understanding between parties and no other warranty, representations or agreements shall be binding upon the parties unless heretofore set forth in writing.

XIX. PREVAILING PARTY

In the event of any litigation between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies, and appeals.

XX. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The parties agree that Lake County, Florida shall have exclusive personal jurisdiction for all legal actions and disputes which arise out of this Agreement. The parties further agree the sole venue for any legal actions or disputes which arise out of this Agreement shall be Lake County, Florida.

XXI. CITY COMMISSION APPROVAL

This Agreement must be approved by the Eustis City Commission via Resolution.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

CITY OF EUSTIS

By: _____
Tom Carrino, City Manager

Attest : _____
Christine Halloran, City Clerk

College: _____
Dr. Heather Bigard, President
Lake-Sumter State College Foundation, Inc.
9501 US Highway 441
Leesburg, FL 34788

STATE OF FLORIDA)
COUNTY OF LAKE)

On this ____ day of May, 2024 before me, a notary public in and for the county and state, personally appeared Tom Carrino, City Manager of the City of Eustis and Christine Halloran, City Clerk of the City of Eustis, who are personally known to me to be the same persons who executed the foregoing instrument and who duly acknowledge the execution of the same.

Witness my hand and seal this ____ day of May, 2024.

Notary Public

STATE OF FLORIDA)
COUNTY OF LAKE)

On this ____ day of May, 2024, before me, a notary public in and for the county and state, personally appeared Heather Bigard, President of Lake-Sumter State College Foundation, Inc., who is personally known to me to be the same person who executed the foregoing instrument and who duly acknowledges the execution of the same.

Witness my hand and seal this ____ day of May, 2024.

Notary Public



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: MAY 2, 2024

RE: RESOLUTION NUMBER 24-36:
APPROVAL OF A SECOND EDUCATIONAL DEVELOPMENT
AGREEMENT WITH LAKE SUMTER STATE COLLEGE

And

RESOLUTION NUMBER 24-40:
APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH LAKE
SUMTER STATE COLLEGE

Introduction:

Resolution 24-36 approves a Second Educational Development Agreement which transfers to Lake Sumter State College (LSSC) a parcel of land for the construction of a CDL and Utility Lineworker Training Facility.

Resolution 24-40 approves a Memorandum of Understanding (MOU) codifying five annual CDL training slots for Eustis High students and Eustis residents.

Background

In 2022, LSSC approached the City of Eustis regarding available City-owned property for a CDL training facility and a line worker training program. The first donation of land for this project received consensus from Commission on November 17, 2022 and received final approval on January 5, 2023. As part of that first donation, LSSC committed, through the Educational Development Agreement, to providing up to five annual CDL training slots for City of Eustis employees. At the November 17, 2022 meeting, LSSC also committed to providing up to five annual CDL training slots for Eustis High students and Eustis residents to be codified by a MOU at a later date.

On March 17, 2024 Commission gave consensus to move forward with a second donation of land to LSSC. The college requested the additional property pursuant to state regulations that require a larger CDL Practice Driving Pad. The additional land will not

only allow LSSC to construct the expanded pad, but will also provide room for an enlarged utility pole farm for the lineman worker program, and the space needed to accommodate water retention on site. In response to a request for scholarships specifically for Eustis students, the LSSC Foundation has agreed, as part of the draft Second Educational Development Agreement, to set aside a one-time amount of \$15,000 for ten \$1,500 scholarships for Eustis students to be used as part of any LSSC program.

Similar to the original Educational Development Agreement, the Second Educational Development Agreement includes reversionary language if the property is not used for the intended purchase. Also, under the terms of the agreement, the College agrees to define and write the legal description for the additional parcel and include in the deed any easements identified by the City.

Resolution 24-40 approves the MOU codifying the five CDL slots for Eustis High students and Eustis residents discussed at the November 17, 2022 City Commission meeting.

Action

Approval of Resolution Number 24-36 authorizing the City Manager to execute the Second Educational Development Agreement with Lake Sumter State College.

Approval of Resolution Number 24-40 authorizing the City Manager to execute the Memorandum of Understanding with Lake Sumter State College.

Prepared by:

Al Latimer, Economic Development Director

Reviewed by:

Tom Carrino, City Manager

RESOLUTION NUMBER 24-40

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EUSTIS AND LAKE-SUMTER STATE COLLEGE FOUNDATION, INC., AND THE DISTRICT BOARD OF TRUSTEES OF LAKE-SUMTER STATE COLLEGE CONCERNING THE PARTIES' EDUCATIONAL DEVELOPMENT AGREEMENT DATED JANUARY 5, 2023 AND FIRST AMENDMENT THERETO DATED SEPTEMBER 7, 2023 REGARDING THE RESERVATION OF FIVE (5) FULL ANNUAL SCHOLARSHIPS FOR EUSTIS HIGH SCHOOL STUDENTS OR EUSTIS RESIDENTS, AS APPLICABLE, IN PERPETUITY, FOR THE COMMERCIAL DRIVER'S LICENSE AND UTILITY LINeworker TRAINING PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS ASSOCIATED THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lake-Sumter State College (hereafter the "College") wishes to build a Commercial Driver's License and Utility Lineworker Training Facility in the City of Eustis and requested the City donate four acres of land for this purpose; and

WHEREAS, at the November 17, 2022, City Commission meeting, the Commission approved the College's request and asked City staff to work with the College staff to identify a mutually agreed upon parcel of land; and

WHEREAS, the City of Eustis owned a 13.71-acre parcel of land located at the western corner of Hicks Ditch Road and SR 44, identified by the Lake County Property Appraiser by Alternate Key #1428441. Four acres were identified as suitable for the construction of the College's Commercial Driver's License and Utility Lineworker Training Facility; and

WHEREAS, the Commercial Driver's License and Utility Lineworker programs are in need of expansion due to increased workforce demand. Further, the proposed project serves a public purpose by having a positive impact on the local economy and workforce development efforts, thereby providing a benefit to the City of Eustis and its citizens; and

WHEREAS, at the January 5, 2023, City Commission meeting, the Commission approved Resolution Number 23-01 which authorized the City Manager to execute an Educational Development Agreement (hereafter "Agreement") with the College facilitating the land transfer; and

WHEREAS, as part of the discussion of Resolution Number 23-01, the City Commission and the College contemplated additional terms which were part of the City Commission's consideration in approval of Resolution Number 23-01; however, as the Agreement met all legal requirements for an enforceable contract, the parties agreed the additional terms need not be included in the Agreement before the Commission that evening and would be done separately through a Memorandum of Understanding;

WHEREAS, at the September 7, 2023, City Commission meeting both parties mutually agreed to further clarify the Educational Development Agreement with a First Amendment which expanded on the educational use of the property, extended the closing date, revised the prior reversionary language, among other miscellaneous provisions; and would facilitate the land transfer to the College;

WHEREAS, on or about September 20, 2023, the 4-acre property conveyance was completed; and

WHEREAS, a Memorandum of Understanding memorializing the January 5, 2023, additional terms has been prepared and provides for the following:

1. The College agrees to reserve/designate five (5) annual full scholarships, in perpetuity, for qualifying Eustis High School students who wish to enroll in the Commercial Driver's License and Utility Lineworker Program. Eustis High School students must submit a scholarship application to the College in accordance with its submission requirements.
2. If in a given year, fewer than five (5) applications are received from qualifying Eustis High School students, the College may award the remaining annual scholarships to qualifying Eustis residents.
3. Once the College has built its Commercial Driver's License and Utility Lineworker Training Facility which the College intends to be known as the LSSC Eustis Education Center and the program is fully operational, the College shall notify the City Manager via email of this occurrence.
4. Thereafter, each year the College shall provide the City with information on the scholarships recipients to ensure compliance with this MOU. The College must provide this information to the City Manager via email no later than November 30th each year. The City Manager shall update the City Commission each year on the reported scholarship recipients.

WHEREAS, the Memorandum of Understanding must be approved by the City Commission via Resolution.

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

Section 1. The City Commission hereby approves the Memorandum of Understanding attached hereto as Exhibit "A."

Section 2. The City Commission hereby authorizes the City Manager to execute the Memorandum of Understanding and any related documents associated therewith.

Section 3. This Resolution shall become effective upon passage.

DONE AND RESOLVED this 2nd day of May, 2024, in Regular Session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 2nd day of May, 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial Number:

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-40 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

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereafter referenced as “MOU”) is entered into between the CITY OF EUSTIS (the “City”), and LAKE-SUMTER STATE COLLEGE FOUNDATION, INC., and THE DISTRICT BOARD OF TRUSTEES OF LAKE-SUMTER STATE COLLEGE (collectively referred to hereafter as “the College”) and states as follows:

WHEREAS, the College wishes to build a Commercial Driver’s License and Utility Lineworker Training Facility in the City of Eustis and the College sent a letter to the City requesting it donate four acres of City-owned land for this purpose; and

WHEREAS, at the November 17, 2022, City Commission meeting, the Commission expressed support for the College’s request and asked City staff to work with the College to identify a mutually agreed upon parcel of land acceptable for this endeavor; and

WHEREAS, at the January 5, 2023, City Commission meeting, the Commission approved Resolution Number 23-01 which authorized the City Manager to execute an Educational Development Agreement (hereafter referred to as “Agreement”) with the College facilitating the land transfer; and

WHEREAS, as part of the discussion of Resolution Number 23-01, the City Commission and the College contemplated additional terms which were part of the City Commission’s consideration in approval of Resolution Number 23-01; however, as the Agreement met all legal requirements for an enforceable contract, the parties agreed the additional terms need not be included in the Agreement before the Commission that evening and would be done separately through an MOU;

WHEREAS, on January 5, 2023, the City Commission approved Resolution 23-01 whereby the City and the College entered into the Educational Development Agreement for conveyance of real property to be used for the Commercial Driver’s License and Utility Lineworker Training Facility and related educational/training courses (the “Designated Educational Program”); and

WHEREAS, subsequently the parties entered into a First Amendment to the Agreement on September 7, 2023 (“First Amendment”) which the City Commission approved via Resolution 23-79; and

WHEREAS, the terms of the MOU are stated below and must be approved by the City Commission via Resolution.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this MOU, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The College agrees to reserve/designate five (5) annual full scholarships, in perpetuity, for qualifying Eustis High School students who wish to enroll in the Designated Educational Program. Eustis High School students must submit a scholarship application to the College in accordance with its submission requirements.
2. If in a given year, fewer than five (5) applications are received from qualifying Eustis High School students, the College may award the remaining annual scholarships to qualifying Eustis residents.
3. Once the College has built its Commercial Driver's License and Utility Lineworker Training Facility which the College intends to be known as the LSSC Eustis Education Center and the program is fully operational, the College shall notify the City Manager via email of this occurrence.
4. Thereafter, each year the College shall provide the City with information on the scholarships recipients to ensure compliance with this MOU. The College must provide this information to the City Manager via email no later than November 30th each year. The City Manager shall update the City Commission each year on the reported scholarship recipients.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the respective dates under each signature.

THE CITY OF EUSTIS

By: _____
Tom Carrino, City Manager

Date: _____

Attest: _____
Christine Halloran, Clerk

Approved as to form:

Sasha O. Garcia, City Attorney

**LAKE-SUMTER STATE COLLEGE
FOUNDATION, INC.
and
THE DISTRICT BOARD OF TRUSTEES OF
LAKE-SUMTER STATE COLLEGE
(collectively “the College”)**

By: _____

Its: _____

Date: _____

Approved as to form:

Attorney for Lake-Sumter