



AGENDA

Regular City Commission Meeting

6:00 PM - Thursday, October 7, 2021 - City Hall

INVOCATION

PLEDGE OF ALLEGIANCE: COMMISSIONER COBB

CALL TO ORDER

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE
2. APPROVAL OF MINUTES
 - 2.1 September 2, 2021 - Special City Commission Meeting
[Staff Report #21-0278 - Html](#)
[09-02-2021 Special CC MIN - For Approval](#)
3. AUDIENCE TO BE HEARD
4. CONSENT AGENDA
 - 4.1 Resolution Number 21-74: Approval of Edward Byrne Memorial Justice Assistance Grant
[Staff Report #21-0273 - Html](#)
[Staff Report - In-Car RADAR Award Resolution 21-74](#)
[Resolution 21-74 re Byrne Grant](#)
 - 4.2 Resolution Number 21-75: Purchase in excess of \$50,000 for books and other reading materials
[Staff Report #21-0267 - Html](#)
[Resolution Number 21-75](#)
 - 4.3 Resolution Number 21-76: Approval of purchase in excess of \$50,000 for Customer Service postage costs
[Staff Report #21-0266 - Html](#)
[Resolution Number 21-76](#)
5. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

SECOND READING

- 5.1 Ordinance Number 21-10: Adopting Comprehensive Plan text amendment to incorporate a Property Rights Element
[Staff Report #21-0274 - Html](#)
[Staff Report - Ordinance 21-10](#)
[Ordinance Number 21-10 adopting Property Rights Element](#)
[Exhibit G Property Rights Element](#)
[DEO Acknowledgement Ltr Eustis 21-02ESR](#)
[Effect of HB 59](#)

- 5.2 Ordinance Number 21-15: Voluntary Annexation of property located at the northeast corner of Estes Road and Lake Lincoln Lane
Ordinance Number 21-16: Comprehensive Plan Amendment for property located at the northeast corner of Estes Road and Lake Lincoln Lane
Ordinance Number 21-17: Design District Assignment property located at the northeast corner of Estes Road and Lake Lincoln Lane

[Staff Report #21-0270 - Html](#)

[Staff Report Ord. 20-15, 16, 17 Annex FLU DD](#)

[Ordinance No. 21-15 Annexation](#)

[Ordinance No. 21-16](#)

[Ordinance No. 21-17 Design Dist](#)

- 5.3 Consideration of Ordinances for property located on west side of Estes Road (approximately 650 feet north of Bates Avenue)
Ordinance Number 21-18: Voluntary Annexation
Ordinance Number 21-19: Comprehensive Plan Amendment
Ordinance Number 21-20: Design District Assignment

[Staff Report #21-0271 - Html](#)

[Staff Report Ord. 21-18, 19, 20 Annex FLU DD](#)

[Ordinance No. 21-18 Annexation](#)

[Ordinance No. 21-19](#)

[Ordinance No. 21-20 Design Dist](#)

- 5.4 Consideration of Ordinances for Property Located at 2959 South Grove Street:
Ordinance Number 21-24 – Voluntary Annexation
Ordinance Number 21-25 – Comprehensive Plan Amendment
Ordinance Number 21-26 – Design District Assignment

[Staff Report #21-0268 - Html](#)

[Staff Report Ord. 21-24, 21-25, 21-26 Annex FLU DD](#)

[Ordinance Number 21-24 Annexation](#)

[Ordinance Number 21-25 FLUMA](#)

[Ordinance Number 21-26 Design Dist](#)

- 5.5 Consideration of Ordinances for Property Located on the West End of West Seminole Avenue:
Ordinance Number 21-27 – Voluntary Annexation
Ordinance Number 21-28 – Comprehensive Plan Amendment
Ordinance Number 21-29 – Design District Assignment

[Staff Report #21-0272 - Html](#)

[Staff Report Ord. 21-27, 21-28 21-29 Annex FLU DD](#)

[Ordinance Number 21-27 Annexation](#)

[Ordinance Number 21-28](#)

[Ordinance Number 21-29 Design Dist](#)

6. OTHER BUSINESS

- 6.1 Appointment of a CRA Review Committee and discussion of process

[Staff Report #21-0276 - Html](#)

[Staff Report - Review of the Community Redevelopment Area](#)

- 6.2 Direction on negotiating an agreement with the Atrium Management Team for the sale and redevelopment of the former Florida Hospital Waterman site

[Staff Report #21-0275 - Html](#)

[Staff Report - Direction on Negotiating an Agreement with Atrium ADA](#)

[Change-Pro Redline - Waterman Square Development Agreement-10859867-v11 and](#)

[Waterman Square Development Agreement-10859867-v12](#)

[Parking Facility Easement Agreement Final Draft](#)

- 6.3 Appointment of an Acting City Manager

[Staff Report #21-0277 - Html](#)

[Staff Report Acting City Manager 10.7.21](#)

- 6.4 City Manager selection process

[Staff Report #21-0279 - Html](#)

[Staff Report - City Manager Selection Process 10.7.21](#)

7. FUTURE AGENDA ITEMS

8. COMMENTS

- 8.1 City Commission

- 8.2 City Manager

- 8.3 City Attorney

- 8.4 Mayor

9. 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

Staff Report

TO: Eustis City Commission
FROM: Bill Howe, Acting City Manager
DATE: October 7, 2021
RE: SEPTEMBER 2, 2021 - SPECIAL CITY COMMISSION MEETING

Introduction:

This item is for consideration of the minutes of the September 2, 2021, special City Commission meeting.

Attachments:

[09-02-2021 Special CC MIN - For Approval](#)

Reviewed by:



MINUTES

Regular City Commission Meeting

6:00 PM - Thursday, September 2, 2021 – Community Building
601 Northshore Drive, Eustis

CALL TO ORDER: 6:00 P.M.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

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

1. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

- 1.1** Ordinance Number 20-32: Voluntary Annexation of property located on north side of CR 44A, east of East Eldorado Lake Drive
Ordinance Number 20-33: Comprehensive Plan amendment assigning future land use designation to above property
Ordinance Number 20-34: Assigning a design district designation to the above property

Derek Schroth, City Attorney, read Ordinance Number 20-32 by title on second reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 20.691 acres of real property located on the north side of County Road 44A, east of East Eldorado Lake Drive.

Mr. Schroth stated that, based on the circumstances, the Commission has two options to either deny the ordinance or postpone to a later date.

The Commission discussed how long the annexation and related ordinances had been before the Commission and the ways the County Commission has blocked the City. Comments were also made regarding what the City wants to see in the area and the need for the City to grow.

Mayor Holland confirmed that they are still working on a date for the next joint planning working group meeting after the last one had to be cancelled. He also confirmed that the City still has not heard back from the State and the State Board (that needs to consider the situation with the park property) is not scheduled to meet until February 2022.

Discussion was held regarding whether or not to continue. The Commission asked whether or not the County has plans to bring the park property back under their ownership and asked Melanie Marsh, Lake County Attorney, to address the question.

Ms. Marsh responded that she has received no direction from the Board of County Commissioners to undo that transaction so to the best of her knowledge it would stay that way unless FCT tells them to do something different.

Further discussion was held regarding the City's frustration, how to proceed, and how soon it could be brought back if they denied it at that time.

Moved by Commissioner Hawkins, seconded by Commissioner LeHeup-Smith, to continue Ordinance 20-32 through Ordinance 20-40 to the date certain of February 17, 2022. Motion carried by the following votes:

Ayes: Commissioner Hawkins, Vice Mayor Lee and Commissioner LeHeup-Smith

Nays: Commissioner Cobb and Mayor Holland

- 1.2** Ordinance Number 20-35: Voluntary annexation of property located on the south side of CR 44A and west of Thrill Hill Road
Ordinance Number 20-36: Comprehensive Plan amendment assigning a future land use designation to the above property
Ordinance Number 20-37: Assigning a design district designation to the above property

These ordinances were postponed by the above motion to the date certain of February 17, 2022.

- 1.3** Ordinance Number 20-38: Voluntary annexation of property located on the east side of Thrill Hill Road and north of Reedy Road
Ordinance Number 20-39: Comprehensive Plan amendment assigning a future land use designation to the above property
Ordinance Number 20-40: Assigning a design district designation to the above property

These ordinances were postponed by the above motion to the date certain of February 17, 2022.

2. OTHER BUSINESS

- 2.1** Discussion: Long Term Storage Containers and Possible Land Development Regulation Amendments

Lori Barnes, Development Services Director, addressed the Commission regarding pre-existing, nonconforming, long term storage containers whether they pre-dated the ordinance or if they were placed without permission and without the required screening after the ordinance was adopted. She stated she would review the current regulations and discuss other related regulations that may impact the City's perspective on the long-term storage containers. She added that she would review a list of questions for Commission direction as to a potential ordinance to possibly amend how the regulations address long-term storage containers.

Ms. Barnes reported that staff had conducted an inventory of all of the long-term storage containers, also known as Conex boxes. She stated that there are three locations that contain Conex boxes that pre-date the adoption of the current regulations that require the screening with a brick or masonry wall; however, there are a number of other locations where the containers were placed after December 2016. She added they were placed without authorization, without review by the department and without the required screening from the public right-of-way and adjacent properties.

Ms. Barnes then reviewed the properties with pre-existing containers as follows: 1) Rays Auto, 319 N. Bay St. (containers are in disrepair and there is an existing code enforcement violation that are on hold); 2) Eustis Square Shopping Center, 332 Ardice Ave.; and 3) Former Cemex property, 639 W. Atwater Ave.

Ms. Barnes then reviewed those locations with containers installed after 12/15/2016 as follows: 1) MEGA 400 LLC, 400 N. Eustis St.; 2) Eustis Plaza, 445 Plaza Dr.; 3) Knight Enterprises, 701 W. Atwater Ave.; 4) First Church of God, 1550 N. SR 19; 5) CVS Pharmacy, 1701 US Hwy. 441; 6) Trinity Capital Group, 19122 SR 44; and 7) Prime Plumbing, 37436 N. SR 19. She explained the Prime Plumbing property is unique due to being under construction and their approved site plan includes a masonry wall along their State Road 19 frontage that will screen their shipping containers from view.

Ms. Barnes then explained that the current regulations do address portable storage units and they also regulate how long they may remain on both residential and commercial properties. She indicated that regulations was in place prior to 2016. She then reviewed the regulations pertaining to maintenance noting there are active code violations of those regulations that are on hold based on Commission direction. She stated the 2016 regulation does allow long-term storage containers on improved commercial or industrial property provided a brick or masonry wall screens them from the public right-of-way and any adjacent property. She added that regulation was modified in June 2021 to allow the Development Services Director to approve alternate screening material when supported by site conditions.

Ms. Barnes then stated that in determining in what direction the City Commission wants to go they need to consider that City regulations prohibit metal buildings, except for on industrial lot types, unless the exterior metal is covered by another material such as stucco, siding or Hardie board. She added that the City also has architectural design standards and that accessory structures are now permitted in non-residential areas including sheds.

Ms. Barnes then asked the Commission if they desire to keep regulations in place that allow long-term storage containers on commercial and industrial property within the City limits.

The Commission discussed whether not they desire to continue the regulations on the storage containers with a consensus to retain the regulations.

Ms. Barnes clarified that the Commission desires to allow the containers as a permitted use with regulations. She noted that the Commission, if it so desired, could prohibit the use of the containers for storage purposes. She confirmed that the Commission does want to continue to allow them with some regulation.

The Commission further discussed allowing the containers including whether or not to limit the amount of time they are allowed and whether or not most properties would have sufficient space to build a permanent storage structure with Ms. Barnes explaining that under the Florida Building Code 180 days is considered a temporary use or structure.

Ms. Barnes then asked if the containers are a desired use is there a particular

location they would want to permit them such as in the Central Business District, commercial, mixed use, industrial district or only in general industrial or mixed commercial industrial areas.

The Commission questioned what is in the containers with Ms. Barnes indicating that staff does not know; however, the regulations do prohibit storage of hazardous or dangerous materials. She stated that the Fire Department is probably confirming during their annual inspections as to whether or not there are any prohibited materials stored. She indicated that would be a question for the Fire Department.

Mike Swanson, Fire Chief, indicated that, generally, Conex boxes are not inspected as those usually go in and out quickly before the annual inspection. He said that, if they are inspected, then they do check for prohibited materials.

The Commission noted that there is already one pre-existing in the Central Business District.

Discussion was held regarding whether or not to allow the boxes in the downtown area and whether or not they could set a date or timeframe to require removal of the boxes with Ms. Barnes confirming they could do that. She also explained that if someone wants to add a container to their site, then they have to apply for an administrative site plan review and provide the required screening. If they cannot provide the screening and there isn't a unique site condition that prevents them being seen, they that would be a major modification and it would go before the Commission with a waiver request.

Ron Neibert, City Manager, commented that would be on the premise that the Commission wants to permit them at all in any of the land use districts. He stated they could set up different regulations for different land use designations.

The Commission discussed the possibility that any business may need temporary storage at some time and whether or not a wall should be required for something that is only going to be there for 180 days or less.

Ms. Barnes confirmed they can set the temporary timeframe for any length of time that it doesn't have to be the 180 days which is the temporary definition under the Florida Building Code.

Further discussion was held with a suggestion of setting the timeframe at 180 days with an allowance for one extension.

Mr. Neibert stated there are two issues to be addressed: 1) Existing boxes - setting those in certain districts to eventually be gone within a year; and 2) Within the districts where they want them to be allowed to be a temporary use - what is that timeframe - possibly 180 days with one extension. He noted the need to determine those land use districts where they would be appropriate.

Further discussion was held regarding appropriate locations for the storage containers with Mr. Neibert recommending they should be regulated based on land use districts.

Ms. Barnes indicated the regulations could be written to allow them to remain as long as there is an active building permit.

The Commission discussed whether or not to allow additional screening types and insuring any screening is of sufficient type to block the view of the containers.

Mr. Neibert suggested that, for those districts where the Commission does not want to allow the storage containers except for during construction, regulations be established to provide a one-year amortization period to get rid of those. He then suggested that staff make some recommendations for the remaining land use districts regarding whether or not they are allowed and the specific regulations for each land use district. He stated staff would provide a chart of the districts and various screening options and a draft ordinance.

The Commission discussed the following issues: 1) whether to allow six months or one year amortization; 2) the cost for requesting an extension; and 3) how the information will be provided to contractors.

Mr. Neibert then summarized the consensus as follows: 1) Conex boxes will be prohibited in some areas except for during construction or for temporary purposes; 2) There will be some districts where they are allowed permanently with specific screening criteria; and 3) Existing ones in prohibited areas will be required to remove them within a year or they will be subject to code enforcement. He then asked whether or not staff should proceed with code enforcement where appropriate or wait for finalization of the ordinance.

The Commission discussed how to proceed with the code enforcement. It was a consensus of the Commission to proceed with code enforcement for the pre-existing ones that are in violation of the existing maintenance regulations. It was agreed to wait to address the others until the ordinance is passed and they can address all issues at one time.

2.2 Discussion regarding vote on ordinances 20-32 through 20-40

Vice Mayor Lee stated that she consulted with the City Attorney regarding the vote they took on Ordinances 20-32 through 20-40.

Mr. Schroth announced that Vice Mayor Lee had expressed to him a desire to change her vote to denial on the continuance. He stated that the Commission has the discretion to re-open the public hearing and allow the reconsideration under the City Commission Rules of Order. He stated she is requesting that reconsideration.

Vice Mayor Lee expressed her concern regarding the Commission's consideration of the land use regulations while the ordinances are postponed until February. She stated that would be a problem with the ordinances needing to be considered under the new regulations.

Mr. Neibert explained that the ordinances would be considered under the existing regulations since they were submitted before the regulations were changed. However, if the ordinances are denied and then resubmitted later on, they will

have to be considered under any new regulations as they will have lost their right to be considered under the old regulations. He further explained that since their applications are still pending, the Commission must consider them under the existing regulations.

Commissioner Hawkins asked that, if the Commission were to deny the ordinances, would the City have any recourse against the County with Mr. Schroth indicating that the question would be moot at that point. He explained the City's argument at this time is that the County's actions prevented the City from holding its hearings.

Mr. Neibert stated the basic question is whether or not there is any desire of the Commission to change its land use regulations. He explained that Vice Mayor Lee's concerns are that the City may change the regulations that apply to that area. He stated that, if the Commission wants to change those regulations, then, to be consistent, they should deny the ordinances and hear them under the new regulations. However, if they like the regulations as they are now, then the continuance of the ordinances to see what happens is appropriate. He cited another factor would be whether or not the County will negotiate something in a reasonable amount of time. He noted that at the last County Commission meeting, Commissioner Parks talked about renegotiating the JPA's with all of the cities and addressing land use districts in those areas that surround municipalities. His proposal was for the County to hire a consultant and then start working with the municipalities. He stated his uncertainty as to whether or not Commissioner Parks intended to continue the negotiations with Eustis or lump the City in with the other negotiations. He indicated that proposed process could take years.

Vice Mayor Lee asked if in February the State rules against the County could the City then annex the property.

Mr. Neibert explained that depends on what the State does. If the State tells the County they will not approve their dedication and they have to have the property put back in their name, then the City would have what staff believes is legal contiguity and could enforce the annexations. Another possibility is for the City to litigate against the County and have their actions declared invalid by a judge.

Mr. Schroth explained that the City would have to file a lawsuit requesting a declaratory judgement action declaring that the action they took under the deed restrictions, as well as the grant assurances that were issued, were in violation. As a result of that violation, the City has been unable to finalize the applications and properly process those applications due to the County's wrongful acts. If the Court agreed with that, then the City would ask the Court to fix it which would be an order to the County to undo what it did. The property would then become part of the park again and then the City can skip over it statutorily and have contiguity.

The Commission asked what the timeframe would be with Mr. Schroth responding that under the new summary judgement standard, which gives courts more flexibility to avoid jury trials and decide things on their own, it would be about six months for a summary judgement. He indicated the County has the right to discovery and could take depositions and depose each of the Commissioners. He noted that the courts are prioritizing criminal trials so it may take longer than six months.

Mr. Neibert explained that the other issue, if the City waits for the State's decision and they rule to allow the County to do that, then the City has lost any opportunity to litigate.

Commissioner Cobb noted that there has also been talk about the County transferring the property to the Friends of the Wekiva.

Commissioner Hawkins confirmed that if the ordinances are denied then they lose any legal option and are at the mercy of the State.

Discussion was held regarding how much it would cost the City to litigate with Mr. Schroth indicating that a summary judgement would probably cost \$50,000 or less but it would cost more based on any appeals.

Mr. Schroth asked the Commission whether they want to re-open the hearing on the ordinances at that time and allow public comment with Vice Mayor Lee stating that she was withdrawing her request for reconsideration.

Mr. Schroth recommended that the public hearing being opened. The hearing was opened at 7:11 p.m.

Ferdy Vinichec expressed opposition regarding the annexation and other ordinances pertaining to the Thrill Hill Road area and how those would affect the area over the next 20 years.

Daniel DiVenzano addressed the Commission regarding the Conex boxes. He noted he has three properties in the downtown area that he could put boxes on. He cautioned the Commission about waiting to address the noncompliant sites. He noted there are no hurricane tiedowns on the boxes.

Mr. Neibert suggested that any additional boxes put in as of that date be immediately addressed.

Vice Mayor Lee asked if there could be a requirement that the boxes be inspected and whether or not the City could ask what would be stored in them with Mr. Neibert indicating staff would consult with the City Attorney on what they can and can't do.

Vice Mayor Lee suggested establishing a committee to meet with Commissioner Parks.

The Commission discussed whether or not a committee would be helpful and possibly meeting with the City of Leesburg.

Mayor Holland indicated he would talk with Commissioner Parks and report back to the Commission.

Commissioner Cobb announced that there would be a neighborhood cleanup on Northshore Drive on September 18th.

Commissioner Hawkins announced there would be a Job Fair at the Eustis Memorial Library on September 15th.

Commissioner LeHeup-Smith announced that "LEAF" would be giving away free dog spay and neuter certificates on September 18th in Paisley and Groveland.

Mr. Neibert wished City Clerk Mary Montez a speedy recovery which was echoed by Mr. Schroth and Mayor Holland

Mayor Holland announced the next regular Commission meeting would be held on September 9th in the Community Center with the September 23rd meeting to be held in the Commission Room at City Hall.

Mr. DiVenzano reported on the delivery of the chairs for the Commission Room with Mr. Neibert indicating that, if the chairs are the only issue on September 23rd, then that meeting would be held in the Commission Room at City Hall.

3. ADJOURNMENT: 7:25 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 or verbatim transcript of the meeting can be obtained from the office of the City Clerk for a fee.*

MARY C. MONTEZ
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Bill Howe, Acting City Manager
DATE: October 7, 2021
RE: RESOLUTION NUMBER 21-74
APPROVAL OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT

Introduction:

Resolution Number 21-74 authorizes the Mayor and the Chief of Police to accept and utilize funds in the amount of \$4,398.00 from the Federal Fiscal Year 2021 Edward Byrne Memorial Justice Assistance Grant, 2021-JAGD-LAKE-5-4B-002. The grant will be utilized for the purchase of two In-Car RADAR Units in order to give the Eustis Police Department the ability to increase its monitoring and enforcement of posted speed limits throughout the City and increase its ability to protect the public.

Background:

See attached Staff Report.

Attachments:

[Staff Report - In-Car RADAR Award Resolution 21-74](#)
[Resolution 21-74 re Byrne Grant](#)

Reviewed by:



City of Eustis

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TO: EUSTIS CITY COMMISSION

FROM: BILL HOWE, ACTING CITY MANAGER

DATE: October 7, 2021

SUBJECT: RESOLUTION NUMBER 21-74
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (2021-JAGD-LAKE-5-4B-002)

Introduction:

Resolution Number 21-74 authorizes the Mayor and the Chief of Police to accept and utilize funds in the amount of \$4,398.00 from the Federal Fiscal Year 2021 Edward Byrne Memorial Justice Assistance Grant, 2021-JAGD-LAKE-5-4B-002. The grant will be utilized for the purchase of two In-Car RADAR Units in order to give the Eustis Police Department the ability to increase its monitoring and enforcement of posted speed limits throughout the City and increase its ability to protect the public.

Recommended Action:

The administration recommends approval of Resolution Number 21-74.

Background:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation, data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

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

The Eustis Police Department has determined the following:

The best use of the current 2021-JAGD-LAKE-5-4B-002 award of \$4,398.00 would be the purchase of two In-Car RADAR Units.

The 2021-JAGD-LAKE-5-4B-002 grant award will allow the Eustis Police Department to acquire two In-Car RADAR Units. The acquisition of the In-Car RADAR Units will help and enable the Eustis Police Department to increase its speed monitoring efforts on the City's streets, roads, and highways and enhance the Department's service to the community, and increase public safety.

Community Input:

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

Budget/ Staff Impact:

The approximate \$4,398.00 purchase of two In-Car RADAR Units has a budget impact of approximately \$0.00 beyond the grant award of \$4,398.00. No additional monies from the police department's general fund will be needed to cover any difference.

Reviewed By:

Craig A. Capri, Chief of Police

Prepared By:

Richard J. Cerniglia, Accreditation and Grants Compliance Manager

RESOLUTION NUMBER 21-74

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

WHEREAS, the Florida Department of Law Enforcement (FDLE) has notified the City of Eustis Police Department of the award of \$4,398.00 from Federal Fiscal Year (FFY) 2021, Edward Byrne Memorial Justice Assistance Grant Program funding (2021-JAGD-LAKE-5-4B-002) for use by the City of Eustis Police Department; and

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

WHEREAS, the City of Eustis Police Department has determined the need to purchase two In-Car RADAR Units; and

WHEREAS, the aforementioned Edward Byrne Memorial Justice Assistance Grant Programs (2021-JAGD-LAKE-5-4B-002) funds can be used to pay for the cost of purchasing two In-Car RADAR Units; and

WHEREAS, Generally Accepted Accounting Principles necessitate the funds be budgeted and expended out of the FY2022 accounting period.

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

1. That the Mayor and Chief of Police are hereby authorized to accept available Edward Byrne Memorial Justice Assistance Grant Program (2021-JAGD-LAKE-5-4B-002) funds.
2. That upon receipt of the funds, the City's Finance Director is hereby authorized to make the necessary budget adjustments to reflect the award and expenditure of the aforementioned Edward Byrne Memorial Justice Assistance Grant Program (2021-JAGD-LAKE-5-4B-002) funds.

DONE AND RESOLVED, this 7th day of October, 2021, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for 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 21-74 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.

Mary C. Montez, City Clerk



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Bill Howe, Acting City Manager
DATE: October 7, 2021
RE: RESOLUTION NUMBER 21-75
PURCHASE IN EXCESS OF \$50,000 FOR BOOKS AND OTHER READING MATERIALS

Introduction:

Resolution Number 21-75 authorizes the purchase in excess of \$50,000 for books and other reading materials.

Background:

Staff selected the vendor Baker and Taylor through the City's standard bidding process for the purchase of library materials.

Recommended Action:

Staff recommends approval of Resolution Number 21-75.

Budget Impact:

The resolution authorizes a purchase in the amount of \$65,000 as approved as part of the Library's fiscal year 2021-2022 budget.

Attachments:

[Resolution Number 21-75](#)

Reviewed by:

Bill Howe, Acting City Manager
Mary Montez, City Clerk

Approved - 01 Oct 2021
Approved - 01 Oct 2021

RESOLUTION NUMBER 21-75

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR THE PURCHASE OF BOOKS AND OTHER READING MATERIALS.

WHEREAS, the Eustis Memorial Library continually updates its various reading materials with both classic and current books; and

WHEREAS, sufficient funding is available within the Library's Fiscal Year 2021-2022 Budget; and

WHEREAS, staff selected the vendor Baker and Taylor in the bidding process; and the library purchases more than \$50,000 in library materials from this vendor each year; and

WHEREAS, the City Commission must approve any purchase in excess of \$50,000.

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

1. That the City Commission hereby authorizes a purchase in excess of \$50,000 for the purchase and delivery of books and other reading materials from the selected vendor Baker and Taylor in the amount of \$65,000.00.
2. That the City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the approved purchase.

DONE AND RESOLVED, this 7th day of October, 2021, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, 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 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 21-75 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 & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Bill Howe, Acting City Manager
DATE: October 7, 2021
RE: RESOLUTION NUMBER 21-76
APPROVAL OF PURCHASE IN EXCESS OF \$50,000 FOR CUSTOMER
SERVICE POSTAGE COSTS

Introduction:

Resolution Number 21-76 approves a purchase in excess of \$50,000 for postage needed for the year to send out monthly utility bills and correspondence to the City's approximate 12,500 utility customers.

Background:

See attached Staff Report.

Recommended Action:

Staff recommends approval of Resolution Number 21-76.

Attachments:

[Resolution Number 21-76](#)

Reviewed by:

Bill Howe, Acting City Manager

Mary Montez, City Clerk

Approved - 30 Sep 2021

Approved - 01 Oct 2021

RESOLUTION NUMBER 21-76

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR POSTAGE FOR CUSTOMER SERVICE UTILITY BILLING.

WHEREAS, the City's approved FY 21-22 Budget includes funding for the purchase of postage needed for utility bills; and

WHEREAS, the City Commission must approve any purchase exceeding \$50,000; and

WHEREAS, in order to replenish postage for the coming fiscal year and facilitate uninterrupted customer billing cycles, a purchase exceeding \$50,000 will be required for this purpose; and

WHEREAS, it is in the best interest of the City to be able to issue monthly customer service bills on schedule.

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

SECTION 1

That the Finance Customer Service Department is hereby authorized to make a purchase in excess of \$50,000 for the procurement of postage.

DONE AND RESOLVED this 7th day of October, 2021, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for 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 21-76 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.

Mary C. Montez, City Clerk



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Bill Howe, Acting City Manager
DATE: October 7, 2021
RE: ORDINANCE NUMBER 21-10
ADOPTING COMPREHENSIVE PLAN TEXT AMENDMENT TO
INCORPORATE A PROPERTY RIGHTS ELEMENT

Introduction:

Ordinance Number 21-10 amends the Comprehensive Plan to adopt a Property Rights Element as required by State law.

Background:

See attached Staff Report

Attachments:

[Staff Report - Ordinance 21-10](#)

[Ordinance Number 21-10 adopting Property Rights Element](#)

[Exhibit G Property Rights Element](#)

[DEO Acknowledgement Ltr Eustis 21-02ESR](#)

[Effect of HB 59](#)

Reviewed by:

Bill Howe, Acting City Manager

Mary Montez, City Clerk

Approved - 01 Oct 2021

Approved - 01 Oct 2021



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: BILL HOWE, ACTING CITY MANAGER

DATE: OCTOBER 7, 2021

SUBJECT: ORDINANCE NUMBER 21-10
COMPREHENSIVE PLAN TEXT AMENDMENT (PROPERTY RIGHTS
ELEMENT)

Introduction

Ordinance Number 21-10 amends the Comprehensive Plan to adopt a Property Rights Element as required by State Law.

Recommended Action

The administration recommends approval of Ordinance Number 21-10.

Background

This proposed amendment was originally prepared to amend multiple elements of the Comprehensive Plan, but on August 5, 2021, the Local Planning Agency voted to transmit only the portion of the amendment to add a Property Rights Element as required by State law (House Bill 59 2021). Therefore, the City Commission voted to transmit only the Property Rights Element to the State Land Planning Agency. (See attached memo "Effect of HB 59" for more information).

Alternatives:

1. Approve Ordinance Number 21-10
2. Deny Ordinance Number 21-10

Discussion of Alternatives

Alternative 1 approves Ordinance Number 21-10

Advantages

The Comprehensive Plan will be consistent with State law and the City may transmit other comprehensive plan amendments to the State.

Disadvantages

There are no disadvantages to approving the ordinance.

Alternative 2 denies Ordinance Number 21-10.

Advantages

The Commission could consider other modifications to the Comprehensive Plan.

Disadvantages

The City would be unable to complete pending and future comprehensive plan amendments, including land use assignments for annexation parcels, until a Property Rights Element is adopted.

Community Input

Staff properly advertised the ordinance. The public will have an opportunity to provide input at the October 7, 2021 public hearing.

Prepared By: Lori Barnes, AICP, CPM, Development Services Director

Attachments

Ordinance Number 21-10

Exhibit G – Property Rights Element

“Effect of HB 59”

ORDINANCE NUMBER 21-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN 2010-2035 PURSUANT TO SECTION 163.3184 OF THE FLORIDA STATUTES; PROVIDING FOR ADDITION OF A PROPERTY RIGHTS ELEMENT; PROVIDING FOR THE REPEAL OF ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City Commission adopted the City of Eustis Comprehensive Plan 2010-2035 on November 4, 2010; and

WHEREAS, the City of Eustis periodically amends its Comprehensive Plan in accordance with Section 163.3184, Florida Statutes; and

WHEREAS, this Plan amendment adds a Property Rights Element to the Eustis Comprehensive Plan as required by State law; and

WHEREAS, the City of Eustis advertised and held public hearings in accordance with Section 163.3184, Florida Statutes; and

WHEREAS, the City of Eustis Local Planning Agency recommended approval of the Comprehensive Plan amendment at a public hearing on August 5, 2021; and

WHEREAS, the City Commission held public hearings on August 5, 2021 and October 7, 2021, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public; and

WHEREAS, the City Commission finds that the Plan, as amended, is internally consistent with and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes.

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

1. That the City of Eustis Comprehensive Plan 2010-2035, is hereby amended to add a Property Rights Element:
 - a. Property Rights Element Exhibit A;
2. That this amendment is approved for submission to the State Land Planning Agency (Department of Economic Opportunity) and other jurisdictional agencies.
3. That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

4. That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.
5. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of October 2021.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:

Notary Serial No:

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-10 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.

Mary C. Montez, City Clerk

EXHIBIT A**PROPERTY RIGHTS
GOALS, OBJECTIVES AND POLICIES****GOAL 1: PROPERTY RIGHTS**

Consider property rights in local decision making.

OBJECTIVE PP 1.1:

The City Commission shall consider the following property rights in local decision making.

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of the property owner to the quiet enjoyment of the property, to the exclusion of all others.
3. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.
4. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
5. The right of a property owner to dispose of his or her property through sale or gift.

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

MEMORANDUM

TO: Florida Department of Environmental Protection
Florida Department of Education
Florida Department of State
Florida Department of Transportation District 5
East Central Florida Regional Planning Council
St Johns River Water Management

DATE: August 11, 2021

SUBJECT: COMMENTS FOR PROPOSED EXPEDITED STATE REVIEW PLAN AMENDMENT

LOCAL GOVERNMENT/ STATE LAND PLANNING AGENCY AMENDMENT #:

EUSTIS 21-02ESR
2021-CPT-01 Text Amendment

STATE LAND PLANNING AGENCY CONTACT PERSON/PHONE NUMBER: **Barbara Powell/(850)717-8504**

The referenced proposed comprehensive plan amendment is being reviewed pursuant the Expedited State Review Process according to the provisions of Section 163.3184(3), Florida Statutes. Please review the proposed documents for consistency with applicable provisions of Chapter 163, Florida Statutes.

Please note that your comments must be sent directly to and received by the above referenced local government within 30 days of receipt of the proposed amendment package. A copy of any comments shall be sent directly to the local government and to the State Land Planning Agency to the attention of Ray Eubanks, Administrator, Plan Review and Processing at the Department E-mail address: DCPexternalagencycomments@deo.myflorida.com

Please use the above referenced State Land Planning Agency AMENDMENT NUMBER on all correspondence related to this amendment.

Note: Review Agencies - The local government has indicated that they have mailed the proposed amendment *directly to your agency*. See attached transmittal letter. *Be sure to contact the local government if you have not received the amendment*. Also, letter to the local government from State Land Planning Agency acknowledging receipt of amendment is attached.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

August 11, 2021

RESPONSE VIA E-MAIL ONLY

Ms. Lori Barnes, AICP, CPM
Development Services Director
City of Eustis
Development Services Department
4 North Grove Street
Post Office Drawer 68
Eustis, Florida 32727-0068

RE: 2021-CPT-01 Text Amendment

Dear Ms. Barnes:

Thank you for submitting Eustis's proposed comprehensive plan amendment for our review pursuant to the Expedited State Review process. The reference number for this amendment package is 21-02ESR.

The proposed submission package will be reviewed pursuant to Section 163.3184(3), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. You will receive the Department's Comment Letter no later than September 9, 2021.

If you have any questions please contact Donna Harris, Plan Processor at (850) 717-8491 or Barbara Powell, Regional Planning Administrator, whom will be overseeing the review of the amendments, at (850) 717-8504.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Ray Eubanks', is written over a horizontal line.

D. Ray Eubanks, Administrator
Plan Review and Processing

DRE/dh

cc: External Agencies

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

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City of Eustis

Development Services Department

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5460

August 10, 2021

Mr. Ray Eubanks, Plan Processing Administrator
Department of Economic Opportunity
Bureau of Comprehensive Planning
State Land Planning Agency
Caldwell Building
107 East Madison - MSC 160
Tallahassee, Florida 32399-4120

RE: EXPEDITED STATE REVIEW [F.S. 163.3184(3)] OF CITY OF EUSTIS
COMPREHENSIVE PLAN TEXT AMENDMENT 2021-CPT-01

Dear Mr. Eubanks:

The enclosed transmittal package contains a proposed Comprehensive Plan text amendment to the City of Eustis Comprehensive Plan. On August 5, 2021 the City of Eustis Local Planning Agency held a Public Hearing and recommended the transmittal of a text amendment to the City's Future Land Use Element Appendix. On August 5, 2021, the Eustis City Commission also held a Public Hearing and approved the transmittal of the City of Eustis Comprehensive Plan Amendment to the State Land Planning Agency. The public hearings were duly noticed and advertised pursuant to Florida Statutes.

Other pertinent information is as follows:

1. The amendment was prepared to amend multiple elements of the Comprehensive Plan, but the Local Planning Agency voted to transmit only the portion of the amendment to add a Property Rights Element as required by State law. Therefore, the City Commission voted to transmit only the Property Rights Element to the State Land Planning Agency.
2. The proposed amendment is subject to the Expedited State Review process pursuant to Section 163.3184(3), Florida Statutes.
3. The proposed amendment is shown on the attached Exhibit G.
4. Staff, local planning agency, and governing body recommendations are attached.
5. The amendment does not propose future land use map amendments.
6. The amendment is not applicable to an area of critical state concern, a rural land stewardship area, or a sector plan.
7. A portion of the city is within the Wekiva Study Area.
8. A copy of the proposed amendment and supporting documents was transmitted by email to the agencies listed below on August 10, 2021.

• Telephone: (352) 483-5460

• Fax: (352) 357-4177

• E-Mail: developmentsservices@ci.eustis.fl.us

• URL: <http://www.eustis.org>

9. The City anticipates adoption of the amendment on October 7, 2021.
10. The local contact person is Lori Barnes, AICP, Development Services Director, City of Eustis; 4 N. Grove St., Eustis, FL 32726 (barnesl@ci.eustis.fl.us) (Phone: 352.483.5460 and FAX: 352.357.4177).

Sincerely,

Lori Barnes

Lori Barnes, AICP, CPM
Development Services Director

Enclosures:

- Local Planning Agency Staff Report
 - City Commission Ordinance 21-10 Staff Report, Modified Draft Ordinance 21-10 (Property Rights Element only), Exhibit G
- c: Ron Neibert, City Manager neibertr@ci.eustis.fl.us
Mary Montez, City Clerk montezm@ci.eustis.fl.us
Ann Ivey, Library Director iveya@ci.eustis.fl.us
Tara McCue, East Central Florida Regional Planning Council tmccue@ecfrpc.org
Steve Fizgibbons, SJRWMD sfitzgibbons@sjrwmd.com
Leslie Campione, Chairperson, Lake County Board of County Commissioners
lcampione@lakecountyfl.gov
Tim McClendon, Planning Manager, Lake County tmccclendon@lakecounty.gov
Tina Williamson, FDOT District 5 CompPlans.D5@dot.state.fl.us
Suzanne E. Ray, Dept of Environmental Protection Plan.Review@dep.state.fl.us
Robin Jackson, Department of State robin.jackson@DOS.MyFlorida.com



City of Eustis

Development Services Department

MEMORANDUM

To: Mayor and City Commission **Date:** July 7, 2021
From: Lori Barnes, AICP, Development Services Director
Through: Ron Neibert, City Manager
Copy: Derek Schroth, City Attorney;
Thomas Zahn, Lake RC, Inc.; Benjamin Ellis, SM&E Inc.
Subject: Effect of House Bill 59 – Required Property Rights Element

House Bill 59 was approved by the House and Senate in April 2021. The bill requires all local governments to include a property rights element in their comprehensive plan. It further requires that, "Each local government must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191." [See attached HB 59 and statement from the Department of Economic Opportunity, Bureau of Community Planning and Growth indicating no comprehensive plan amendments (including future land use amendments) will be processed until a property rights element is adopted].

In anticipation of this bill being signed into law, staff included the addition of a property rights element into the proposed Comprehensive Plan Text Amendment that was presented to the Local Planning Agency on May 20, and workshopped with the City Commission in part on June 2 and in full on June 16. However, the amendment failed by a three to two vote at the June 17 Local Planning Agency meeting.

On June 29, Governor DeSantis approved HB 59, signing it into law effective July 1. The unfortunate consequences of the new law and the absence of a property rights element in the Eustis Comprehensive Plan will delay the adoption of three pending small-scale comprehensive plan amendments (Lake RC proposed for adoption July 15 and Royal Brothers proposed for adoption August 19), until, at the earliest, October 7. Any new applications for future land use map amendments will be similarly delayed.

Without City Commission action on a text amendment, a de-facto moratorium will be created on future land use map amendments (whether associated with annexation properties or not). Staff will be preparing a Comprehensive Plan Text Amendment for the property rights element addition. The amendment will be advertised for City Commission consideration of the first reading on August 5; however, as this amendment is subject to expedited state review, the second reading and adoption cannot occur for approximately two to three months. (Second reading will be tentatively scheduled for October 7 pending completion of state review).

Should you have questions, please feel free to contact me.



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Bill Howe, Acting City Manager
DATE: October 7, 2021
RE: ORDINANCE NUMBER 21-15: VOLUNTARY ANNEXATION OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF ESTES ROAD AND LAKE LINCOLN LANE
ORDINANCE NUMBER 21-16: COMPREHENSIVE PLAN AMENDMENT FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF ESTES ROAD AND LAKE LINCOLN LANE
ORDINANCE NUMBER 21-17: DESIGN DISTRICT ASSIGNMENT PROPERTY LOCATED AT THE NORTHEAST CORNER OF ESTES ROAD AND LAKE LINCOLN LANE

Introduction:

Second reading of Ordinances Number 21-15, 21-16 and 21-17 was postponed from the July 15, 2021, Commission meeting to the October 7, 2021, meeting to allow for adoption of the new Property Rights Element to the Comprehensive Plan pursuant to State mandate. Ordinance Number 21-15 provides for the voluntary annexation of approximately 5.2 acres located on the northeast corner of Estes Road and Lake Lincoln Lane. Provided the annexation of the subject property is approved, Ordinance Number 21-16 would change the future land use designation from Rural Transition in Lake County to Suburban Residential (SR) in the City of Eustis, and Ordinance Number 21-17 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 21-15 is denied, then there can be no consideration of Ordinance Numbers 21-16 and 21-17.

Background:

See attached Staff Report.

Recommended Action:

The administration recommends approval of Ordinance Numbers 21-15, 21-16, and 21-17.

Alternatives:

1. Approve Ordinances 21-15, 21-16, and 21-17.

2. Deny Ordinances 21-15, 21-16, and 21-17.

Attachments:

[Staff Report Ord. 20-15, 16, 17 Annex FLU DD](#)

[Ordinance No. 21-15 Annexation](#)

[Ordinance No. 21-16](#)

[Ordinance No. 21-17 Design Dist](#)

Reviewed by:

Bill Howe, Acting City Manager	Pending
Mary Montez, City Clerk	None



City of Eustis

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

TO: EUSTIS CITY COMMISSION
FROM: RONALD R. NEIBERT, CITY MANAGER
DATE: JULY 1, 2021
RE: EXPLANATION OF ORDINANCES FOR PROPERTY AT THE NORTHEAST
CORNER OF ESTES ROAD AND LAKE LINCOLN LANE

Ordinance Number 21-15 – Voluntary Annexation

Ordinance Number 21-16 – Comprehensive Plan Amendment

Ordinance Number 21-17 – Design District Assignment

Introduction

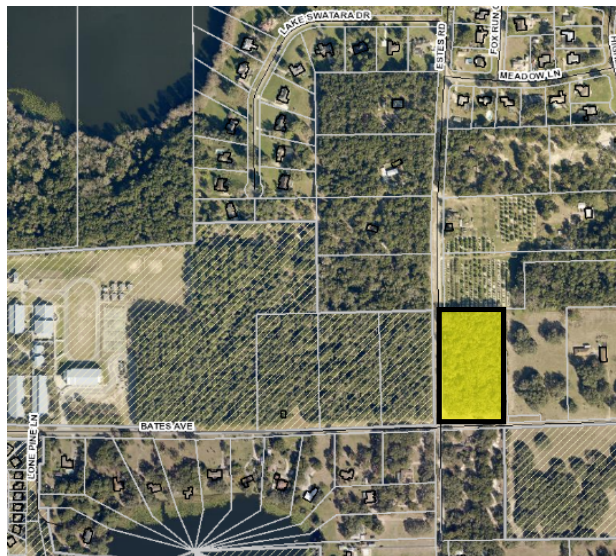
Ordinance Number 21-15 provides for the voluntary annexation of approximately 5.2 acres located on northeast corner of Estes Road and Lake Lincoln Lane. Provided the annexation of the subject property is approved, Ordinance Number 21-16 would change the future land use designation from Rural Transition in Lake County to Suburban Residential (SR) in the City of Eustis, and Ordinance Number 21-17 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 21-15 is denied, then there can be no consideration of Ordinance Numbers 21-16 and 21-17.

Recommended Action

The administration recommends approval of Ordinance Numbers 21-15, 21-16, and 21-17.

Background/Pertinent Site Information

1. The site contains approximately 5.2 acres, and is located within the Eustis Joint Planning Area. The is comprised of one (1) wooded, vacant parcel.
2. The site is contiguous to the City on its western boundary.
3. The site has a Lake County land use designation of Rural Transition, but approval of Ordinance Number 21-16 would change the land use designation to Suburban Residential (SR) in the City of Eustis. Surrounding properties have the following land use designations:



Location	Existing Use	Future Land Use	Design District
Site	Vacant	Rural Transition (Lake County)	NA
North	Vacant (orange grove associated with "agricultural homesite" on separate tax parcel but commonly owned)	Rural Transition (Lake County)	NA
South	Single-Family	Rural Transition (Lake County)	N/A
Southeast	Vacant (approved for 121 SFR)	Suburban Residential	Suburban Neighborhood
East	Vacant	Rural Transition (Lake County)	NA
West	Vacant (approved for 49 SFR)	Suburban Residential	Suburban Neighborhood

Applicant's Request

The applicant, Lake RC LLC, wishes to annex the property and change the future land use to Suburban Residential and assign a design district of Suburban Neighborhood.

The current Lake County land use designation is Rural Transition. The Lake County land use designation allows for residential uses up to 1 du/5 acres with alternative densities up to 1 du/1 ac under clustered rural conservation subdivision with PUD and other conditions, and the zoning of Agricultural (A) allows agriculture, single family, day care and with conditional use approval heavy industrial and schools. The property owner has requested the SR land use designation within the City of Eustis. The SR land use provides for residential uses up to 5 dwelling units per acre. The requested SR designation permits the proposed residential use and is consistent with the land use designation of adjacent properties in the City of Eustis.

Analysis of Annexation Request (Ord. Number 21-15)

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

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

The subject property is located within the Joint Planning Area. Urban services of adequate capacity are available to serve future development, consistent with the requested SR future land use designation. (See public facilities and services analysis under item 5 below).

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

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

The Joint Planning Area boundaries define the reasonably compact area where the City could provide services effectively and efficiently. The subject property

lies within that planning area; it is contiguous to the City limits on its western boundary; and the owner petitioned for annexation.

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

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

The department published notice of this annexation in the Daily Commercial in accordance with the requirements on June 17, 2021 and June 24, 2021.

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

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

Annexation of the subject property does not create an enclave.

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

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

The department provided notice to the Lake County Board of County Commissioners on June 7, 2021.

Analysis of Comprehensive Plan/Future Land Use Request (Ord. Number 21-16)

In Accordance with Florida Statutes Chapter 163.3177.9.:

Discourage Urban Sprawl:

Primary Indicators of Sprawl:

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

Review of Indicators

1. *Low Intensity Development:*

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

This indicator does not apply. The requested future land use will provide for a higher density than the county FLU allows.

2. *Urban Development in Rural Areas:*

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

This indicator does not apply. The site is adjacent to existing suburban style residential development, and is located less than three miles from the downtown Eustis core.

3. *Strip or Isolated Development:*

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

This indicator does not apply. The site is adjacent to existing/approved residential and near civic development. The proposed designation is consistent with the character of the surrounding area.

4. *Natural Resources Protection:*

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

This indicator does not apply. The property is not within a floodplain and does not contain any wetlands. The site is heavily wooded and must obtain a subdivision or site plan approval before development may begin. The Comprehensive Plan and the Land Development Regulations include standards for protection of environmentally sensitive lands that would apply should conditions at time of development warrant such protection.

5. *Agricultural Area Protection:*

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

This indicator does not apply. This site is heavily wooded and does not contain active agricultural uses. This indicator does not apply. The site is not prime farmland the site includes soils identified by the USDA as farmlands of unique importance. However, this is a wooded 5.2-acre site is in close proximity to a school and existing residential development. This area is suburbanizing as evidenced by recent approvals for two subdivisions with a total of 170 single-family homes; the site is adjacent to suburban development and not suitable for farming; the property is within an area designated for urban development (JPA/180 Utility District).

6. *Public Facilities:*

Fails to maximize use of existing public facilities and services.

This indicator does not apply. City water and sewer are available on the southern boundary of the property. Development of these parcels will maximize the use and efficiency of service.

7. *Cost Effectiveness and Efficiency of Public Facilities:*

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

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

8. Separation of Urban and Rural:

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

This indicator does not apply. While an orange grove associated with an "agricultural homesite" exists to the north, no other nearby properties contain active agricultural activities or uses. The surrounding area is developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly suburban uses.

9. Infill and Redevelopment:

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

This indicator does not apply. The parcels are a logical extension of development for the city. Infill development is occurring in the city, mostly on existing platted lots.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. Commercial development to serve the residential population is located in close proximity to the site, and development of this site may encourage additional non-residential development to satisfy demand by new residents.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

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

12. Open Space:

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

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

13. Urban Sprawl:

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

a. Direction of Growth:

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

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

b. Efficient and Cost-Effective Services:

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

Water and sewer service are already available.

c. Walkable and Connected Communities:

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

At time of development, the site must meet the City's Land Development Regulations, including the provision of sidewalks bordering existing public rights-of-way and internal streets.

d. Water and Energy Conservation:

Promotes conservation of water and energy.

When the site is developed, it must meet City development and Florida Building Code standards that will require energy and water efficient appliances.

e. Agricultural Preservation:

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

Not applicable; this site does not support active agricultural or silvicultural activities.

f. Open Space:

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

The site does not provide functional open space or natural areas. Current regulations require the incorporation of park space within residential subdivisions.

g. Balance of Land Uses:

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

Although the Suburban Residential future land use designation permits neighborhood commercial in subdivisions where 50 homes or more are approved or as part of a planned unit development master plan, incorporation of commercial uses on a parcel of 5.2-acres is not expected. Existing commercial development exists in close proximity to serve the residential population.

h. Urban Form Densities and Intensities:

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

Not applicable.

In Accordance with Comprehensive Plan Future Land Use Element Appendix:

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

Major Categories of Plan Policies:

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

1. General Public Facilities/Services:

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

a. Emergency Services Analysis:

The developed areas surrounding the site already receive emergency services. Development of these parcels will increase the efficiency of delivering emergency services. The County has a fire station 1 mile away and the City 3 miles from the site. As emergency services are offered to residential developments in the area, service will become more efficient.

b. Parks & Recreation:

The City of Eustis LDR's require park space within residential developments. Under a maximum development scenario (26 units), a new subdivision on this site would be required to provide a half-acre (0.05) park within the subdivision.

c. *Potable Water & Sanitary Sewer:*

The following outlines the water and wastewater demand based on a maximum development potential scenario. Actual build-out conditions will be determined by design district regulations, residential compatibility, minimum open space requirements and maximum impervious surface area requirements.

Potential Residential Demand

5 du/ac x 5.2 ac. = 26 Dwelling Units x 2.52 p/hh = 66 persons

Water: 66 x 140 GPCD = 9,240 GPD

Wastewater: 66 x 120 GPCD = 7,920 GPD

According to the City of Eustis Public Works Department, water and wastewater capacity is available to serve up to and including the maximum development potential.

d. *Schools:*

The Lake County School Board has reviewed and provided correspondence indicating adequate public facilities exist to serve a future development under the maximum potential development scenario.

e. *Solid Waste:*

The City contracts with Waste Management for hauling of solid waste. The existing development will need to contract with the City solid waste provider. Serving this property will increase efficiency in delivery of services.

f. *Stormwater:*

The property is located in drainage basin 50 (Lake Lincoln). At time of development review, any future project proposed will be required to demonstrate compliance with the City's and the SJRWMD's stormwater rules.

g. *Transportation Network Analysis:*

(Institute of Traffic Engineers Trip Generation Manual, 10th Edition). The following estimates are based on possible maximum development scenarios. Actual build-out conditions will be determined by residential compatibility, minimum open space requirements and maximum impervious surface area requirements.

Lake Sumter MPO traffic segment analyses already account for existing land uses along the roadways. So, in preparing this analysis, staff used the difference between the maximum number of dwelling units currently allowable under the Lake County designation versus what could be allowed with a Eustis SR future land use:

1) Trip Generation for Residential Component of SR

As the future development actual density and housing type is yet to be determined, staff utilized Land Use 210, Single Family Detached

Housing and the maximum development scenario (26 lots) for purposes of estimating the general trips. Land Use 210: Single-family detached housing includes all single-family detached homes on individual lots. A typical site surveyed is a suburban subdivision.

County Density: 1du/ac. x 5.2 ac. = 5 du

City Density: 5 du/ac x 5.2 ac. = 26

Estimated Additional Dwelling Units: 21

PM Peak Hour of generator on a weekday

Ave. Rate @ 1.0 x 26 = 26 trips

36% exiting: 9

64% entering: 17

- 2) The adopted LOS for Bates Avenue from CR 44 to Estes Road is D. The segment analysis is as follows:**

Adopted LOS Standard	LOS Capacity	Existing EB/NB Trips	Plus Proposed Additional EB/NB Trips	Existing WB/SB Trips	Plus Proposed Additional WB/SB Trips
D	675	137	146	149	158

- 4) The adopted LOS for Estes Road from Lake Lincoln Lane is D. The segment analysis is as follows:**

Adopted LOS Standard	LOS Capacity	Existing EB/NB Trips	Plus Proposed Additional EB/NB Trips	Existing WB/NB Trips	Plus Proposed Additional WB/SB Trips
D	675	234	243	158	167

At this time, it appears the adjacent transportation network has the capacity to serve the proposed SR property, even at a maximum development standard, without negatively affecting the adopted level of service; and the impact of 26 dwelling units would be de minimis.

2. Natural Resources/Natural Features:

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

flood-prone areas are suitable to the continued natural functioning of flood plains; and 4) the suitability of the soil and topography to the development proposed.

a. **Ground water recharge areas:**

The site is within a high recharge area, over 12 inches/hour. Source: Lake County Comprehensive Plan 2030 Floridian Aquifer Recharge Map. Sec. 121-24. (c) (2) Groundwater and wellhead protection requires impervious surface areas, including roof and pavement, within the development are limited to 25 percent in designated high recharge areas, per wellhead protection Map E-8. The impervious surface limit may be increased to 50 percent for infill location in developed areas. However, the site is surrounded by existing/approved development; the project is infill development. Furthermore, stormwater regulations and design will take this into account at time future development review.

b. **Historical or archaeological sites:**

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

c. **Flood zones:**

The subject property is not located in a flood zone, nor is it adjacent to other properties that lie substantially within a flood zone. Source - Lake County GIS - 2012 Flood Zones.

d. **Soil and topography:**

The site soils are Candler sand, 0 to 5 percent slopes, a nearly level to gently sloping and excessively drained sandy soil, and Lake sand, 0 to 5% slopes.

The depth to a restriction or the water table is at 80 inches or more below the surface. Permeability is rapid. While the Candler sand is suited to shallow rooted field and truck crops, this 5.2-acre wooded site is surrounded by existing/approved suburban development and not suited to agriculture.

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

3. **Comprehensive Plan Review:**

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

Existing Land Use According to the Lake County Comprehensive Plan:

“The Rural Transition Future Land Use Category is intended to address “edge” conditions where Rural Future Land Use Categories abut Urban Future Land Use

Categories. These “edges” represent areas where lower rural densities may be increased for Rural Conservation Subdivisions that utilize clustering techniques. This Future Land Use Category provides for residential development at densities equal to or less than one (1) dwelling unit per five (5) net buildable acres, agricultural operations, civic uses compatible with a rural community, and Rural Support functions where appropriate.

Alternatively, residential development not to exceed a maximum density of one (1) dwelling unit per three (3) net buildable acres may be permitted provided that any subdivision shall be developed as a clustered Rural Conservation Subdivision utilizing a PUD, and provided that at least 35% of the net buildable area of the entire PUD site shall be dedicated in perpetuity for preservation as common open space through the use of a conservation easement or similar recorded and legally binding instrument, as allowed by law. A proposed Rural Conservation Subdivision shall consist of at least fifteen (15) net buildable acres in order to be considered for this alternate density.

As a third alternative, residential development not to exceed a maximum density of one (1) dwelling unit per one (1) net buildable acre may be permitted provided that any subdivision shall be developed as a clustered Rural Conservation Subdivision utilizing a PUD, and provided that at least 50% of the net buildable area of the entire PUD site shall be dedicated in perpetuity for preservation as common open space through the use of a conservation easement or similar recorded and legally binding instrument, as allowed by law.

Rural Support uses are intended to address the need for narrowly defined commercial and office uses that support the resident population of areas within the Rural Future Land Use Series. Rural Support land uses include professional offices, personal services, convenience retail, agricultural-related retail sales of goods and services, banks, bars or taverns, automotive service stations, medical services, general restaurants, recreation commercial, churches, community residential homes, family day care or family residential homes, utilities, and communication towers. Such uses shall be limited in scale and scope to serve the basic and special needs of rural areas and ensure compatibility with the character of rural areas.”

Proposed Land Use According to the Eustis Comprehensive Plan:

“The Future Land Use Classifications set forth the potential uses of property in the context of the lawful planning horizon and provide for a wide array of density or intensity of use within each land use classification. A property owner is not necessarily entitled to the most potentially dense or intense uses permitted within a land use classification. In some cases, the compatibility standards in the Land Development Regulations may result in an actual project density less than the maximum permitted by the Comprehensive Plan. The Future Land Use Map does not guarantee that maximum densities will be achieved in all cases and does not serve as a substitute density limit in place of any other regulations that would place further restrictions and/or limitations on the development density of a parcel.”

The Suburban Residential (SR) land use designation is provided to accommodate the majority of residential development within the City. The general range of uses include: a mix of single family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted. Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre.

The City uses a form-based code instead of traditional Euclidian zoning. The Future Land Use determines density/intensity and allowable uses. Design Districts determine allowable lot typologies that determine lot sizes, setbacks and other development criteria. (Actual build-out conditions are determined by residential compatibility, minimum open space requirements and maximum impervious surface area requirements).

The pairing of the proposed SR land use and Suburban Neighborhood design district in this case would limit development as follows:

Allowable lot types: Estate, House, Duplex

Landscape buffer: 15-24-feet along public right-of-way

Open space: 25% (35% if Wekiva related vegetative species exist onsite).

Site design criteria: Create interconnected open space; protect listed species; provide and restore native habitat; preserve the function and integrity of the natural features of the land to the extent practicable; provide external and internal connectivity while minimizing impacts on designed open space.

Residential compatibility: Utilize transitional development practices, landscapes, buffers, or natural areas in site planning to demonstrate that transition to adjacent uses undesirable views, preserve tree canopy and vegetation.

The Eustis residential land use designations in the surrounding area are generally Suburban Residential (SR) with a maximum density of 5 dwelling units per acre (du/ac). The surrounding unincorporated areas are designated Rural Transitional with a maximum density of 1 dwelling unit per acre.

Source: Lake County GIS Zoning & FLU Codes

Comparison of Lake County Development Conditions

The existing Lake County future land use designations of the property is Rural Transition with allowable density of 1 dwelling unit per acre. The county land use designation would allow a theoretical maximum of 5 dwelling units.

The proposed City of Eustis future land use designation of the property is Suburban Residential (SR), which allows residential densities up to 5 dwelling units per acre (subject to design district regulations, compatibility requirements,

open space, etc.). At 5 units per acre, the site could support a theoretical maximum of 26 dwelling units. The difference in development potential is 21 dwelling units.

Pursuant to the Eustis Comprehensive Plan, the property subject to this request is indicated for a density limitation of 2.5 dwelling units per acre on Map 19 of the Eustis Comprehensive Plan Future Land Use Element Map Series. However, Map 19 is inconsistent with the balance of the Comprehensive Plan Future Land Use Element and Future Land Use Element Appendix. The Future Land Use Element Appendix indicates the Suburban Residential (SR) designation is provided to accommodate the majority of residential development within the city, and the Development Patterns Map (Map 2) shows a suburban development pattern in this area of the city; thereby supporting the requested SR land use designation.

Increased density is to be expected when transitioning from unincorporated area to a municipality. In keeping with FS 163.3177, directing density to municipalities reduces the proliferation of sprawl thereby protecting true rural and agricultural lands. By directing development to municipalities, development pressure on outlying areas is reduced. Provision of cost-effective public services is not only provided for in Eustis' Strategic Plan, it is an important factor in protecting natural resources, including groundwater. Greater densities are warranted and necessary for cost effective provision of public services where both water and sewer are provided. Compact service areas reduce per capita costs of public services.

Proposed Residential Land Uses.

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

Not applicable. There are no commercial or industrial uses to be mitigated at this time.

Proposed Non-Residential Land Uses.

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

Not applicable.

4. Transportation:

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

At time future development review, if the projected trips exceed the de-minimis threshold, a traffic study will be required to meet the transportation element's policies regarding traffic.

5. Water Supply:

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

Public utilities and services are available. Refer to 1.c above for more information. The City's adopted Water Supply Plan anticipated additional growth consistent with this development, so both supply and capacity are available.

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

Standards for Review:

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

a. Consistent with Comprehensive Plan:

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

The proposed amendment is consistent with the Comprehensive Plan. See analysis above under item 1.A through D.

b. In Conflict with Land Development Regulations:

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

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

c. Inconsistent with Surrounding Uses:

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

The SR future land use designation is consistent with other land use designations along in the Estes Road, Lake Lincoln and Bates Avenue area, as it is intended to provide for residential uses in a suburban atmosphere.

d. Changed Conditions:

Whether there have been changed conditions that justify an amendment.

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

e. Demand on Public Facilities:

Whether, and the extent to which, the proposed amendment would result in demands on public facilities, and whether, or to the extent to which, the proposed amendment would exceed the capacity of such public facilities, infrastructure and

services, including, but not limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.

City water and wastewater services are available to the site at the intersection of Estes Road and Lake Lincoln Lane. Adequate capacity is available to serve future development consistent with the requested Suburban Residential future land use designation. Both roads have sufficient capacity to serve a single-family development on this site. Upon annexation, the City will also provide other services such as fire and police protection, library services, parks, and recreation. The City provides these services to other properties in the area, so efficiency will improve.

f. Impact on Environment:

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

The site is not connected to significant open space. At time of future development review, as the property is in the Wekiva Study Area, additional studies will be required to evaluate natural features, and if present, to minimize the impact of development to the natural environment.

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

The annexation would create a logical development pattern as it makes the City limits more compact, to reach the eventual goal of a Eustis area under one local government jurisdiction. Assigning land uses (and design districts) consistent with those in the city limits nearby will provide a consistent development pattern, efficient use of land, and cost-effective provision of infrastructure.

g. Public Interest and Intent of Regulations:

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

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

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

The requested designation would advance the public interest by providing housing options and services, and application of the LDRs to the future development will ensure consistency with the community character and lifestyle.

h. Other Matters:

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

None.

Analysis of Design District Request (Ord. Number 21-17):

Form-Based Code:

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

1. *Standard for Review:*

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

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

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

The requested amendment assigns a newly annexed parcel a designation that meets the district pattern and intent (Suburban Neighborhood). The Suburban development pattern and intent, and the Suburban neighborhood definition, structure and form description are stated below. The assignment of a Suburban Neighborhood design district designation is appropriate due to the established and proposed development patterns in the area.

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

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

Design districts – Suburban Neighborhood

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

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

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

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

b. Section 102-17(a)

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

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

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

c. **Consistent with Comprehensive Plan:**

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

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

d. **Consistent with Surrounding Uses:**

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

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

e. **Changed Conditions:**

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

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

f. **Public Facilities.**

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

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

g. Impact to Environment:

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

The site must follow City regulations regarding the natural environmental through the subdivision review process.

h. Property Values:

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

Redistricting is not being proposed; a Eustis design district designation must be assigned to annexed property.

i. Orderly Development Pattern:

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

The request is assignment of a design district to an annexation parcel, not redistricting. However, the proposed Design District designation is consistent with the suburban development pattern identified in Section 109-5.5 of the Land Development Regulations. Assignment of the requested designation will result in a more orderly and logical development pattern; making the designation consistent with the surrounding area designations and established development patterns.

j. Public Interest and Intent of Regulations:

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

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

k. Other Matters:

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

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

Applicable Policies and Codes

1. Resolution Number 87-34

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

2. Florida Statutes Chapter 171.044: Voluntary Annexation:

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

3. Comprehensive Plan - Suburban Residential (SR): This designation is provided to accommodate the majority of residential development within the City. General Range of Uses: This designation is intended to provide for a mix of single family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted. Maximum Density/Intensity: Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre. The maximum density may be exceeded through an affordable housing density bonus as provided in the Special Provisions below.

4. Policy CON 1.1.7.b. Limit impervious surface areas, including roofs and pavement, in high recharge areas and designated wellhead protection areas, except that impervious cover factors may be increased for infill locations in already developed areas of the same or greater intensity.

5. Policy FLU 1.1.1: Planning Principles

The following principles shall guide the creation of land use policy and development regulations within the City of Eustis:

- ☐ Creating a range of housing opportunities and choices;
- ☐ Creating walkable neighborhoods;
- ☐ Encouraging community and stakeholder collaboration;
- ☐ Fostering distinctive, attractive communities with a strong sense of place;
- ☐ Making development decisions predictable, fair and cost effective;
- ☐ Allowing for a mix of land uses;
- ☐ Providing for open space, natural beauty and protection of critical environmental areas;
- ☐ Providing a variety of transportation choices;
- ☐ Encouraging compact building design.

6. **OBJECTIVE: HSG 1.1: ADEQUATE AND AFFORDABLE HOUSING** To provide sufficient land and incentives and take other actions necessary to accommodate and facilitate construction of housing to meet projected demand and to accommodate the needs of the various household types and income groups characteristic of the city and planning area.
7. **Policy HSG 1.1.1: Future Land Use:** The City shall maintain land use classifications and density criteria to accommodate the varying housing needs of the community, as provided for in the Future Land Use Element Appendix
8. **Land Development Regulations Section 109-5.5(b)(1):** The Suburban Neighborhood Design District has predominately residential uses with some neighborhood scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
9. **Land Development Regulations Section 109-2.3:** The SR land use has a maximum density of five units to one acre. The SR designation is intended to provide for a mix of single-family detached, patio homes and townhouse-type dwellings in a suburban atmosphere.
10. **Sec. 121-24. (c) (2)** Groundwater and wellhead protection requires impervious surface areas, including roof and pavement, within the development are limited to 25 percent in designated high recharge areas, per wellhead protection Map E-8. The impervious surface limit may be increased to 50 percent for infill location in developed areas.

Fiscal Impact:

The current just value of the subject property is \$138,338. Based on the current millage rate of 7.581, annexation of the property could increase annual operating revenues by as much as \$1,048 before development.

Alternatives:

1. Approve Ordinance Numbers 21-15 (Annexation), 21-16 (Comp. Plan Amendment), and/or 21-17 (Design District Designation)
2. Deny Ordinance Numbers 21-15, 21-16 and 21-17.

Discussion of Alternatives:

Alternative 1 approves the Ordinances.

Advantages:

- The action would be consistent with the expansion plans for the City in accordance with the adopted Eustis Planning Area.
- Annexation would increase the tax base of the City and increase the annual operating revenues.
- The City would have a more compact service area for utilities, police, and fire to increase efficiency and level of service. A more compact service area can reduce the overall per capita cost of providing urban services.
- The applicant can move forward with planning a future development.
- The land use change and design district assignment are consistent with the proposed use of the property and the nature of the surrounding area.

- The action could encourage additional development and/or annexations in that area.

Disadvantages:

- Pursuant to the Eustis Comprehensive Plan, the property subject to this request is indicated for a density limitation of 2.5 dwelling units per acre on Map 19 of the Eustis Comprehensive Plan Future Land Use Element Map Series. However, Map 19 is inconsistent with the balance of the Comprehensive Plan Future Land Use Element and Future Land Use Element Appendix. The Future Land Use Element Appendix indicates the Suburban Residential (SR) designation is provided to accommodate the majority of residential development within the city, and the Development Patterns Map (Map 2) shows a suburban development pattern in this area of the city; thereby supporting the requested SR land use designation.

Alternative 2 denies the Ordinances.

(If Ordinance Number 21-15 is denied, the Commission cannot approve Ordinance Numbers 21-16 and 21-17.)

Advantages:

- The City would not have to provide services to the subject property.
- The Commission could consider a different Land Use or Design District designation for the property.

Disadvantages:

- Denying annexation would create a gap in the City's natural growth boundary as defined by the Eustis Planning Area.
- The action would eliminate the potential for increased operating revenue and the subject property would continue to receive the indirect benefits of City services that are provided to adjacent properties without paying City taxes.
- The City would continue to experience gaps in its service area causing service inefficiency and confusion regarding City boundaries.
- The property could remain unutilized.
- The City could lose an economic development opportunity.

Community Input

The department has notified surrounding property owners within 500 feet of the site; placed the proper legal advertisements in the newspaper; and the applicant posted the site. Opportunity for public input will be provided at the July 1 and July 15, 2021 City Commission meetings.

Budget / Staff Impact:

Based on the current assessment and millage rate, the City can anticipate approximately \$1,048 annually in ad-valorem revenue. There would be no direct costs to the City beyond the normal City services. There would be no additional staff time beyond the normal review process.

Prepared By:

Lori Barnes, AICP, CPM, Development Services Director

Attachments:

2021-A-02 and 2021-CPLUS-02
Lake RC AK 3862863
Page 22 of 23

Ordinance Number 21-15, Exhibit A: Location
Ordinance Number 21-16, Exhibit A: Land Use Map
Ordinance Number 21-17, Exhibit A: Design District Map

ORDINANCE NUMBER 21-15

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA,
VOLUNTARILY ANNEXING APPROXIMATELY 5.2 ACRES OF REAL PROPERTY
AT THE NORTHEAST CORNER OF ESTES ROAD AND LAKE LINCOLN LANE.**

WHEREAS, the Lake RC, Inc., the legal owner of record, has made application for voluntary annexation of approximately 5.2 acres of real property located at the northeast corner of Estes Road and Lake Lincoln Lane, more particularly described as:

Parcel Alternate Key Number: 3862863 Identification Number: 05-19-27-0200-000-02100

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND RUN NORTH 87 DEGREES 38 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 1360.14 FEET TO A POINT ON THE EAST EDGE OF PAVEMENT OF ESTES ROAD, SAID POINT BEING A NAIL AND DISC LB 6676, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN NORTH 01 DEGREES 22 MINUTES 21 SECONDS WEST, ALONG SAID EAST EDGE OF PAVEMENT, 644.04 FEET TO A NAIL AND DISC LB 4709; THENCE NORTH 88 DEGREES 10 MINUTES 25 SECONDS EAST, 350.62 FEET TO A 1/2 INCH IRON ROD AND CAP LB 707; THENCE SOUTH 02 DEGREES 18 MINUTES 30 SECONDS EAST, 640.70 FEET TO A 5/8 INCH IRON ROD AND CAP LB 6676 AND A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 5; THENCE SOUTH 87 DEGREES 38 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 361.13 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

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

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

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

WHEREAS, on July 1, 2021 the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on October 7, 2021, the City Commission held the 2nd Public Hearing to consider the voluntary annexation of the property contained herein

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

SECTION 1.

That pursuant to, and under the authority of, Florida Statute 171.044, the City of Eustis, Lake County, Florida, does hereby annex and amend the municipal boundaries to include approximately 5.2 acres of real property, as described above.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

That this Ordinance shall become effective upon passing.

SECTION 7.

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

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of October, 2021.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for 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

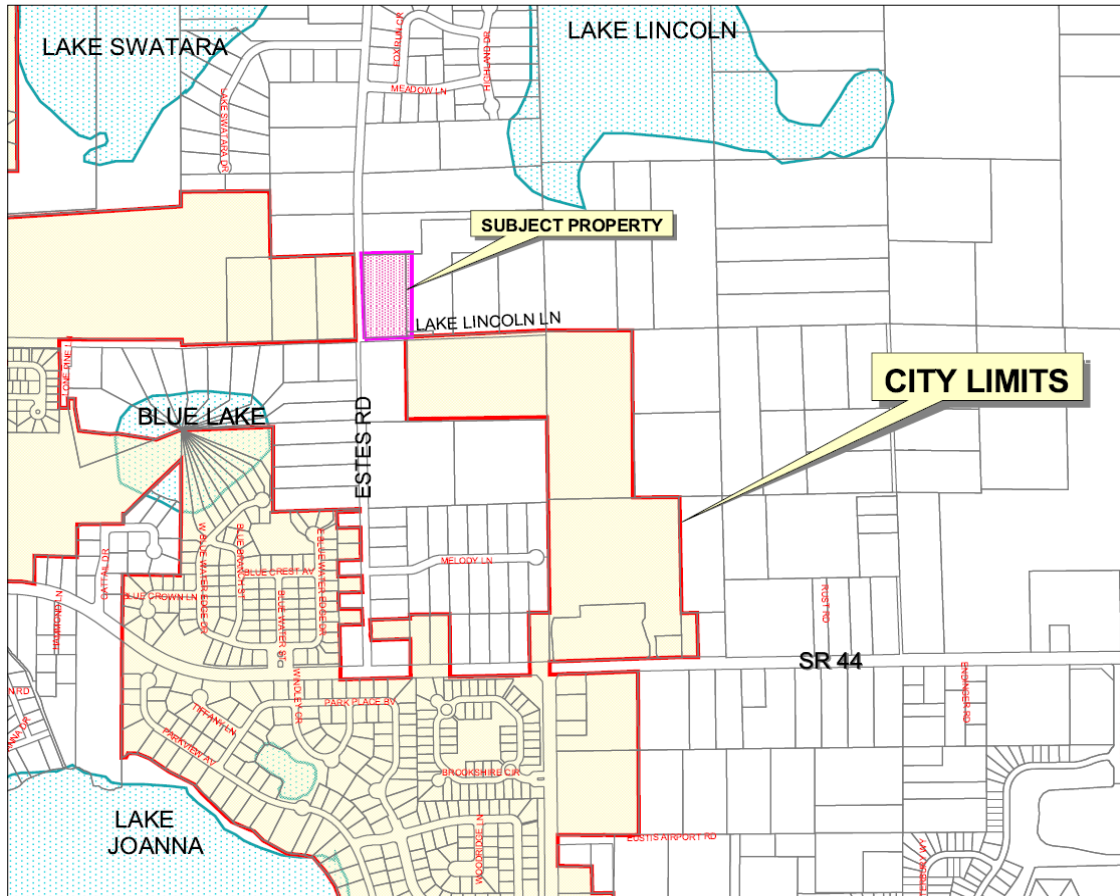
CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-15 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.

Mary C. Montez, City Clerk

Ordinance Number 21-15
Annexation 2021-A-02
Page 3 of 4

EXHIBIT A



Ordinance Number 21-15
Annexation 2021-A-02
Page 4 of 4

ORDINANCE NUMBER 21-16

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 5.2 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT THE NORTHEAST CORNER OF ESTES ROAD AND LAKE LINCOLN LANE FROM RURAL TRANSITION IN LAKE COUNTY TO SUBURBAN RESIDENTIAL (SR) IN THE CITY OF EUSTIS.

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

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

WHEREAS, the City of Eustis periodically amends its Comprehensive Plan in accordance with Chapter 163.3184, 163.3187 and 163.3191, Florida Statutes; and

WHEREAS, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on approximately 5.2 acres of real property located at the northeast corner of Estes Road and Lake Lincoln Lane, and more particularly described herein; and

WHEREAS, on July 1, 2021, the Local Planning Agency held a Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

WHEREAS, on July 1, 2021, the City Commission held the 1st Adoption Public Hearing to accept the Local Planning Agency's recommendation to adopt the Small-Scale Future Land Use Amendment contained herein; and

WHEREAS, on October 7, 2021, the City Commission held the 2nd Adoption Public Hearing to consider the adoption of the Small-Scale Future Land Use Amendment contained herein;

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

SECTION 1.

Land Use Designation: That the Future Land Use Designation of the real property as described below and shown on Exhibit A shall be changed from Rural Transition in Lake County to Suburban Residential (SR) within the City of Eustis:

Parcel Alternate Key Number: 3862863 Identification Number: 05-19-27-0200-000-02100

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND RUN NORTH 87 DEGREES 38 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 1360.14 FEET TO A POINT ON THE EAST EDGE OF PAVEMENT OF ESTES ROAD, SAID POINT BEING A NAIL AND DISC LB 6676, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN NORTH 01 DEGREES 22

MINUTES 21 SECONDS WEST, ALONG SAID EAST EDGE OF PAVEMENT, 644.04 FEET TO A NAIL AND DISC LB 4709; THENCE NORTH 88 DEGREES 1 0 MINUTES 25 SECONDS EAST, 350.62 FEET TO A 1/2 INCH IRON ROD AND CAP LB 707; THENCE SOUTH 02 DEGREES 18 MINUTES 30 SECONDS EAST, 640. 70 FEET TO A 5/8 INCH IRON ROD AND CAP LB 6676 AND A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 5; THENCE SOUTH 87 DEGREES 38 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 361.13 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of October, 2021.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for 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 Ordinance Number 21-16 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.

Mary C. Montez, City Clerk

Exhibit A



ORDINANCE NUMBER 21-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 5.2-ACRES OF RECENTLY ANNEXED REAL PROPERTY AT THE NORTHEAST CORNER OF ESTES ROAD AND LAKE LINCOLN LANE.

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Suburban Neighborhood to approximately 5.2-acres of recently annexed real property further described below, and

WHEREAS, on July 1, 2021, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on October 7, 2021 the City Commission held the 2nd Public Hearing to consider the adoption of the Design District Amendment contained herein;

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

Section 1. Design District Designation

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

Parcel Alternate Key Number: 3862863

Identification Number: 05-19-27-0200-000-02100

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND RUN NORTH 87 DEGREES 38 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 1360.14 FEET TO A POINT ON THE EAST EDGE OF PAVEMENT OF ESTES ROAD, SAID POINT BEING A NAIL AND DISC LB 6676, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN NORTH 01 DEGREES 22 MINUTES 21 SECONDS WEST, ALONG SAID EAST EDGE OF PAVEMENT, 644.04 FEET TO A NAIL AND DISC LB 4709; THENCE NORTH 88 DEGREES 10 MINUTES 25 SECONDS EAST, 350.62 FEET TO A 1/2 INCH IRON ROD AND CAP LB 707; THENCE SOUTH 02 DEGREES 18 MINUTES 30 SECONDS EAST, 640.70 FEET TO A 5/8 INCH IRON ROD AND CAP LB 6676 AND A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE AFOREMENTIONED SECTION 5; THENCE SOUTH 87 DEGREES 38 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 361.13 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

Section 2. Map Amendment

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

Section 3. Conflict

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

Section 4. Severability

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

Section 5. Effective Date

That this Ordinance shall become effective upon annexation of the subject property through approval of Ordinance Number 21-15.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of October, 2021.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for 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

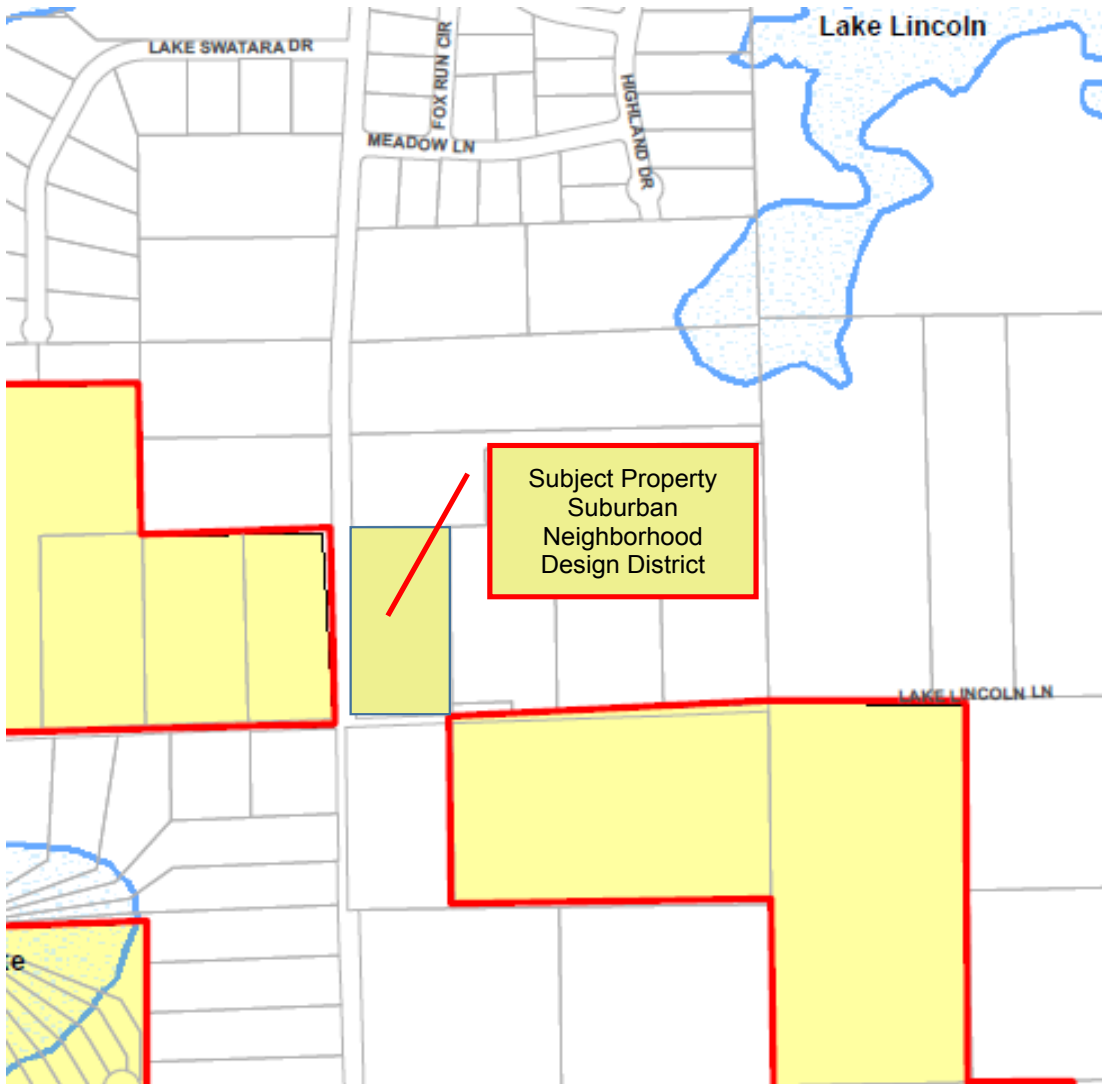
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-17 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.

Mary C. Montez, City Clerk

Exhibit A





City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Bill Howe, Acting City Manager
DATE: October 7, 2021
RE: CONSIDERATION OF ORDINANCES FOR PROPERTY LOCATED ON WEST SIDE OF ESTES ROAD (APPROXIMATELY 650 FEET NORTH OF BATES AVENUE)
ORDINANCE NUMBER 21-18: VOLUNTARY ANNEXATION
ORDINANCE NUMBER 21-19: COMPREHENSIVE PLAN AMENDMENT
ORDINANCE NUMBER 21-20: DESIGN DISTRICT ASSIGNMENT

Introduction:

Ordinances 21-18, 21-19 and 21-20 were continued from July 15, 2021 to October 7, 2021, due to the need to wait for adoption of the Property Rights Element to the Comprehensive Plan as mandated by the State. Ordinance Number 21-18 provides for the voluntary annexation of approximately 4.69 acres located on the west side of Estes Road, approximately 650 feet north of Bates Avenue. Provided the annexation of the subject property is approved, Ordinance Number 21-19 would change the future land use designation from Rural Transition in Lake County to Suburban Residential (SR) in the City of Eustis, and Ordinance Number 21-20 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 21-18 is denied, then there can be no consideration of Ordinance Numbers 21-19 and 21-20.

Background:

See attached Staff Report.

Recommended Action:

The administration recommends approval of Ordinance Numbers 21-18, 21-19, and 21-20.

Alternatives:

1. Approve Ordinances 21-18, 21-19, and 21-20.
2. Deny Ordinances 21-18, 21-19, and 21-20.

Attachments:

[Staff Report Ord. 21-18, 19, 20 Annex FLU DD](#)
[Ordinance No. 21-18 Annexation](#)

[Ordinance No. 21-19](#)

[Ordinance No. 21-20 Design Dist](#)

Reviewed by:

Bill Howe, Acting City Manager

Mary Montez, City Clerk

Approved - 30 Sep 2021

Approved - 01 Oct 2021



City of Eustis

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

TO: EUSTIS CITY COMMISSION
FROM: RONALD R. NEIBERT, CITY MANAGER
DATE: JULY 1, 2021
RE: EXPLANATION OF ORDINANCES FOR PROPERTY ON THE WEST SIDE OF
ESTES ROAD (APPROXIMATELY 650-FEET NORTH OF BATES AVENUE)

Ordinance Number 21-18 – Voluntary Annexation

Ordinance Number 21-19 – Comprehensive Plan Amendment

Ordinance Number 21-20 – Design District Assignment

Introduction

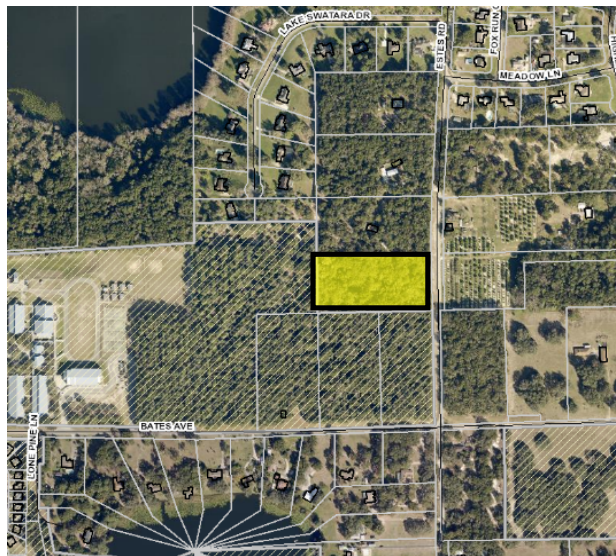
Ordinance Number 21-18 provides for the voluntary annexation of approximately 4.69 acres located on west side of Estes Road, approximately 650-feet north of Bates Avenue. Provided the annexation of the subject property is approved, Ordinance Number 21-19 would change the future land use designation from Rural Transition in Lake County to Suburban Residential (SR) in the City of Eustis, and Ordinance Number 21-20 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 21-18 is denied, then there can be no consideration of Ordinance Numbers 21-19 and 21-20.

Recommended Action

The administration recommends approval of Ordinance Numbers 21-18, 21-19, and 21-20.

Background/Pertinent Site Information

1. The site contains approximately 4.69 acres, and is located within the Eustis Joint Planning Area. The is comprised of one (1) wooded, vacant parcel.
2. The site is contiguous to the City on its southern and western boundaries.
3. The site has a Lake County land use designation of Rural Transition, but approval of Ordinance Number 21-19 would change the land use designation to Suburban Residential (SR) in the City of Eustis.



Surrounding properties have the following land use designations:

Location	Existing Use	Future Land Use	Design District
Site	Vacant	Rural Transition (Lake County)	NA
North	Manufactured Home	Rural Transition (Lake County)	NA
South	Vacant (approved for 49 SFR)	Suburban Residential	Suburban Neighborhood
East	Vacant orange grove associated with “agricultural homesite” on separate tax parcel but commonly owned)	Rural Transition (Lake County)	NA
West	Vacant (LCSB owned)	Public Institutional	Suburban Neighborhood

Applicant's Request

The applicant, Lake RC LLC, wishes to annex the property and change the future land use to Suburban Residential and assign a design district of Suburban Neighborhood.

The current Lake County land use designation is Rural Transition. The Lake County land use designation allows for residential uses up to 1 du/5 acres with alternative densities up to 1 du/1 ac under clustered rural conservation subdivision with PUD and other conditions, and the zoning of Agricultural (A) allows agriculture, single family, day care and with conditional use approval heavy industrial and schools. The property owner has requested the SR land use designation within the City of Eustis. The SR land use provides for residential uses up to 5 dwelling units per acre. The requested SR designation permits the proposed residential use and is consistent with the land use designation of adjacent properties in the City of Eustis.

Analysis of Annexation Request (Ord. Number 21-18)

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

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

The subject property is located within the Joint Planning Area. Urban services of adequate capacity are available to serve future development, consistent with the requested SR future land use designation. (See public facilities and services analysis under item 5 below).

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

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

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

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

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

The department published notice of this annexation in the Daily Commercial in accordance with the requirements on June 17, 2021 and June 24, 2021.

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

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

Annexation of the subject property does not create an enclave.

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

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

The department provided notice to the Lake County Board of County Commissioners on June 7, 2021.

Analysis of Comprehensive Plan/Future Land Use Request (Ord. Number 21-19)

In Accordance with Florida Statutes Chapter 163.3177.9.:

Discourage Urban Sprawl:

Primary Indicators of Sprawl:

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

Review of Indicators

1. *Low Intensity Development:*

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

This indicator does not apply. The requested future land use will provide for a higher density than the county FLU allows.

2. *Urban Development in Rural Areas:*

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

This indicator does not apply. The site is adjacent to existing suburban style residential development, and is located less than three miles from the downtown Eustis core.

3. *Strip or Isolated Development:*

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

This indicator does not apply. The site is adjacent to existing/approved residential and civic development. The proposed designation is consistent with the character of the surrounding area.

4. *Natural Resources Protection:*

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

This indicator does not apply. The property is not within a floodplain and do not contain any wetlands. The site is heavily wooded and must obtain a subdivision or site plan approval before development may begin. The Comprehensive Plan and the Land Development Regulations include standards for protection of environmentally sensitive lands that would apply should conditions at time of development warrant such protection.

5. *Agricultural Area Protection:*

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

This indicator does not apply. This site is heavily wooded and does not contain active agricultural uses. This indicator does not apply. The site is not prime farmland but the site includes soils identified by the USDA as farmlands of unique importance. However, this is a wooded 4.69-acre site is in close proximity to a school and existing residential development. This area is suburbanizing as evidenced by recent approvals for two subdivisions with a total of 170 single-family homes; the site is adjacent to suburban development and not suitable for farming; the property is within an area designated for urban development (JPA/180 Utility District).

6. *Public Facilities:*

Fails to maximize use of existing public facilities and services.

This indicator does not apply. City water and sewer are available on the southern boundary of the property. Development of these parcels will maximize the use and efficiency of service.

7. Cost Effectiveness and Efficiency of Public Facilities:

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

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

8. Separation of Urban and Rural:

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

This indicator does not apply. While an orange grove associated with an "agricultural homesite" exists to the east, no other nearby properties contain active agricultural activities or uses. The surrounding area is developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly suburban uses.

9. Infill and Redevelopment:

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

This indicator does not apply. The parcels are a logical extension of development for the city. Infill development is occurring in the city, mostly on existing platted lots.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. Commercial development to serve the residential population is located in close proximity to the site, and development of this site may encourage additional non-residential development to satisfy demand by new residents.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

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

12. Open Space:

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

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

13. Urban Sprawl:

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

a. Direction of Growth:

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

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

b. Efficient and Cost-Effective Services:

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

Water and sewer service are already available.

c. Walkable and Connected Communities:

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

At time of development, the site must meet the City's Land Development Regulations, including the provision of sidewalks bordering existing public rights-of-way and internal streets.

d. Water and Energy Conservation:

Promotes conservation of water and energy.

When the site is developed, it must meet City development and Florida Building Code standards that will require energy and water efficient appliances.

e. Agricultural Preservation:

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

Not applicable; this site does not support active agricultural or silvicultural activities.

f. Open Space:

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

The site does not provide functional open space or natural areas. Current regulations require the incorporation of park space within residential subdivisions.

g. Balance of Land Uses:

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

Although the Suburban Residential future land use designation permits neighborhood commercial in subdivisions where 50 homes or more are approved or as part of a planned unit development master plan, incorporation of commercial uses on a parcel of 4.69-acres is not expected. Existing commercial development exists in close proximity to serve the residential population.

h. Urban Form Densities and Intensities:

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

Not applicable.

In Accordance with Comprehensive Plan Future Land Use Element Appendix:

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

Major Categories of Plan Policies:

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

1. General Public Facilities/Services:

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

a. Emergency Services Analysis:

The developed areas surrounding the site already receive emergency services. Development of these parcels will increase the efficiency of delivering emergency services. The County has a fire station 1 mile away

and the City 3 miles from the site. As emergency services are offered to residential developments in the area, service will become more efficient.

b. Parks & Recreation:

The City of Eustis LDR's require park space within residential developments. Under a maximum development scenario (23 units), a new subdivision on this site would be required to provide a quarter-acre (0.25) park within the subdivision.

c. Potable Water & Sanitary Sewer:

The following outlines the water and wastewater demand based on a maximum development potential scenario. Actual build-out conditions will be determined by design district regulations, residential compatibility, minimum open space requirements and maximum impervious surface area requirements.

Potential Residential Demand

5 du/ac x 4.69 ac. = 23 Dwelling Units x 2.52 p/hh = 58 persons

Water: 58 x 140 GPCD = 8,120 GPD

Wastewater: 58 x 120 GPCD = 6,960 GPD

According to the City of Eustis Public Works Department, water and wastewater capacity is available to serve up to and including the maximum development potential.

d. Schools:

The Lake County School Board has reviewed and provided correspondence indicating adequate public facilities exist to serve a future development under the maximum potential development scenario.

e. Solid Waste:

The City contracts with Waste Management for hauling of solid waste. The existing development will need to contract with the City solid waste provider. Serving this property will increase efficiency in delivery of services.

f. Stormwater:

The property is located in drainage basin 43 (Lake Swatara). At time of development review, any future project proposed will be required to demonstrate compliance with the City's and the SJRWMD's stormwater rules.

g. **Transportation Network Analysis:**

(Institute of Traffic Engineers Trip Generation Manual, 10th Edition). The following estimates are based on possible maximum development scenarios. Actual build-out conditions will be determined by residential compatibility, minimum open space requirements and maximum impervious surface area requirements.

Lake Sumter MPO traffic segment analyses already account for existing land uses along the roadways. So, in preparing this analysis, staff used the difference between the maximum number of dwelling units currently allowable under the Lake County designation versus what could be allowed with a Eustis SR future land use:

1) Trip Generation for Residential Component of SR

As the future development actual density and housing type is yet to be determined, staff utilized Land Use 210, Single Family Detached Housing and the maximum development scenario (23 lots) for purposes of estimating the general trips. Land Use 210: Single-family detached housing includes all single-family detached homes on individual lots. A typical site surveyed is a suburban subdivision.

County Density: 1du/ac. x 4.69 ac. = 4 du

City Density: 5 du/ac x 4.69 ac. = 23

Estimated Additional Dwelling Units: 19

PM Peak Hour of generator on a weekday

Ave. Rate @ 1.0 x 19 = 9 trips

36% exiting: 3

64% entering: 6

2) The adopted LOS for Bates Avenue from CR 44 to Estes Road is D. The segment analysis is as follows:

Adopted LOS Standard	LOS Capacity	Existing EB/NB Trips	Plus Proposed Additional EB/NB Trips	Existing WB/SB Trips	Plus Proposed Additional WB/SB Trips
D	675	137	146	149	158

4) The adopted LOS for Estes Road from Lake Lincoln Lane is D. The segment analysis is as follows:

Adopted LOS Standard	LOS Capacity	Existing EB/NB Trips	Plus Proposed Additional EB/NB Trips	Existing WB/NB Trips	Plus Proposed Additional WB/SB Trips
D	675	234	243	158	167

At this time, it appears the adjacent transportation network has the capacity to serve the proposed SR property, even at a maximum development standard, without negatively affecting the adopted level of service; and the impact of 23 dwelling units would be de minimis.

2. Natural Resources/Natural Features:

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

a. Ground water recharge areas:

The site is within a high recharge area, over 12 inches/hour. Source: Lake County Comprehensive Plan 2030 Floridian Aquifer Recharge Map. Sec. 121-24. (c) (2) Groundwater and wellhead protection requires impervious surface areas, including roof and pavement, within the development are limited to 25 percent in designated high recharge areas, per wellhead protection Map E-8. The impervious surface limit may be increased to 50 percent for infill location in developed areas. However, the site surrounded by existing/approved development; the project is infill development. Furthermore, stormwater regulations and design will take this into account at time future development review.

b. Historical or archaeological sites:

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

c. Flood zones:

The subject property is not located in a flood zone, nor is it adjacent to other properties that lie substantially within a flood zone. Source - Lake County GIS - 2012 Flood Zones.

d. Soil and topography:

The site soils are Candler sand, 0 to 5 percent slopes, a nearly level to gently sloping and excessively drained sandy soil, and Lake sand, 0 to 5% slopes.

The depth to a restriction or the water table is at 80 inches or more below the surface. Permeability is rapid. While the Candler sand is suited to shallow rooted field and truck crops, this 4.69-acre wooded site is surrounded by existing/approved suburban development and not suited to agriculture.

As subdivision or site plan approval must be obtained before development can begin, the Comprehensive Plan and the Land Development Regulations

include standards for protection of environmentally sensitive lands that would apply should conditions at time of development warrant such protection.

3. Comprehensive Plan Review:

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

Existing Land Use According to the Lake County Comprehensive Plan:

“The Rural Transition Future Land Use Category is intended to address “edge” conditions where Rural Future Land Use Categories abut Urban Future Land Use Categories. These “edges” represent areas where lower rural densities may be increased for Rural Conservation Subdivisions that utilize clustering techniques. This Future Land Use Category provides for residential development at densities equal to or less than one (1) dwelling unit per five (5) net buildable acres, agricultural operations, civic uses compatible with a rural community, and Rural Support functions where appropriate.

Alternatively, residential development not to exceed a maximum density of one (1) dwelling unit per three (3) net buildable acres may be permitted provided that any subdivision shall be developed as a clustered Rural Conservation Subdivision utilizing a PUD, and provided that at least 35% of the net buildable area of the entire PUD site shall be dedicated in perpetuity for preservation as common open space through the use of a conservation easement or similar recorded and legally binding instrument, as allowed by law. A proposed Rural Conservation Subdivision shall consist of at least fifteen (15) net buildable acres in order to be considered for this alternate density.

As a third alternative, residential development not to exceed a maximum density of one (1) dwelling unit per one (1) net buildable acre may be permitted provided that any subdivision shall be developed as a clustered Rural Conservation Subdivision utilizing a PUD, and provided that at least 50% of the net buildable area of the entire PUD site shall be dedicated in perpetuity for preservation as common open space through the use of a conservation easement or similar recorded and legally binding instrument, as allowed by law.

Rural Support uses are intended to address the need for narrowly defined commercial and office uses that support the resident population of areas within the Rural Future Land Use Series. Rural Support land uses include professional offices, personal services, convenience retail, agricultural-related retail sales of goods and services, banks, bars or taverns, automotive service stations, medical services, general restaurants, recreation commercial, churches, community residential homes, family day care or family residential homes, utilities, and communication towers. Such uses shall be limited in scale and scope to serve the basic and special needs of rural areas and ensure compatibility with the character of rural areas.”

Proposed Land Use According to the Eustis Comprehensive Plan:

“The Future Land Use Classifications set forth the potential uses of property in the context of the lawful planning horizon and provide for a wide array of density or intensity of use within each land use classification. A property owner is not necessarily entitled to the most potentially dense or intense uses permitted within a land use classification. In some cases, the compatibility standards in the Land Development Regulations may result in an actual project density less than the maximum permitted by the Comprehensive Plan. The Future Land Use Map does not guarantee that maximum densities will be achieved in all cases and does not serve as a substitute density limit in place of any other regulations that would place further restrictions and/or limitations on the development density of a parcel.”

The Suburban Residential (SR) land use designation is provided to accommodate the majority of residential development within the City. The general range of uses include: a mix of single family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted. Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre.

The City uses a form-based code instead of traditional Euclidian zoning. The Future Land Use determines density/intensity and allowable uses. Design Districts determine allowable lot typologies that determine lot sizes, setbacks and other development criteria. (Actual build-out conditions are determined by residential compatibility, minimum open space requirements and maximum impervious surface area requirements).

The pairing of the proposed SR land use and Suburban Neighborhood design district in this case would limit development as follows:

Allowable lot types: Estate, House, Duplex

Landscape buffer: 15-24-feet along public right-of-way

Open space: 25% (35% if Wekiva related vegetative species exist onsite).

Site design criteria: Create interconnected open space; protect listed species; provide and restore native habitat; preserve the function and integrity of the natural features of the land to the extent practicable; provide external and internal connectivity while minimizing impacts on designed open space.

Residential compatibility: Utilize transitional development practices, landscapes, buffers, or natural areas in site planning to demonstrate that transition to adjacent uses undesirable views, preserve tree canopy and vegetation.

The Eustis residential land use designations in the surrounding area are generally Suburban Residential (SR) with a maximum density of 5 dwelling units

per acre (du/ac). The surrounding unincorporated areas are designated Rural Transitional with a maximum density of 1 dwelling unit per acre.

Source: Lake County GIS Zoning & FLU Codes

Comparison of Lake County Development Conditions

The existing Lake County future land use designations of the property is Rural Transition with allowable density of 1 dwelling unit per acre. The county land use designation would allow a theoretical maximum of 5 dwelling units.

The proposed City of Eustis future land use designation of the property is Suburban Residential (SR), which allows residential densities up to 5 dwelling units per acre (subject to design district regulations, compatibility requirements, open space, etc.). At 5 units per acre, the site could support a theoretical maximum of 23 dwelling units. The difference in development potential is 19 dwelling units.

Pursuant to the Eustis Comprehensive Plan, the property subject to this request is indicated for a density limitation of 2.5 dwelling units per acre on Map 19 of the Eustis Comprehensive Plan Future Land Use Element Map Series. However, Map 19 is inconsistent with the balance of the Comprehensive Plan Future Land Use Element and Future Land Use Element Appendix. The Future Land Use Element Appendix indicates the Suburban Residential (SR) designation is provided to accommodate the majority of residential development within the city, and the Development Patterns Map (Map 2) shows a suburban development pattern in this area of the city; thereby supporting the requested SR land use designation.

Increased density is to be expected when transitioning from unincorporated area to a municipality. In keeping with FS 163.3177, directing density to municipalities reduces the proliferation of sprawl thereby protecting true rural and agricultural lands. By directing development to municipalities, development pressure on outlying areas is reduced. Provision of cost-effective public services is not only provided for in Eustis' Strategic Plan, it is an important factor in protecting natural resources, including groundwater. Greater densities are warranted and necessary for cost effective provision of public services where both water and sewer are provided. Compact service areas reduce per capita costs of public services.

Proposed Residential Land Uses.

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

Not applicable. There are no commercial or industrial uses to be mitigated at this time.

Proposed Non-Residential Land Uses.

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

Not applicable.

4. Transportation:

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

At time future development review, if the projected trips exceed the de-minimis threshold, a traffic study will be required to meet the transportation element's policies regarding traffic.

5. Water Supply:

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

Public utilities and services are available. Refer to 1.c above for more information. The City's adopted Water Supply Plan anticipated additional growth consistent with this development, so both supply and capacity are available.

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

Standards for Review:

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

a. Consistent with Comprehensive Plan:

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

The proposed amendment is consistent with the Comprehensive Plan. See analysis above under item 1.A through D.

b. In Conflict with Land Development Regulations:

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

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

c. Inconsistent with Surrounding Uses:

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

The SR future land use designation is consistent with other land use designations along in the Estes Road, Lake Lincoln and Bates Avenue area, as it is intended to provide for residential uses in a suburban atmosphere.

d. Changed Conditions:

Whether there have been changed conditions that justify an amendment.

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

e. Demand on Public Facilities:

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

City water and wastewater services are in close proximity to the site at the intersection of Estes Road and Lake Lincoln Lane. Adequate capacity is available to serve future development consistent with the requested Suburban Residential future land use designation. Both roads have sufficient capacity to serve a single-family development on this site. Upon annexation, the City will also provide other services such as fire and police protection, library services, parks, and recreation. The City provides these services to other properties in the area, so efficiency will improve.

f. Impact on Environment:

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

The site is not connected to significant open space. At time of future development review, as the property is in the Wekiva Study Area, additional studies will be required to evaluate natural features, and if present, to minimize the impact of development to the natural environment.

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

The annexation would create a logical development pattern as it makes the City limits more compact, to reach the eventual goal of a Eustis area under one local government jurisdiction. Assigning land uses (and design districts) consistent with those in the city limits nearby will provide a consistent development pattern, efficient use of land, and cost-effective provision of infrastructure.

g. Public Interest and Intent of Regulations:

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

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

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

The requested designation would advance the public interest by providing housing options and services, and application of the LDRs to the future development will ensure consistency with the community character and lifestyle.

h. Other Matters:

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

None.

Analysis of Design District Request (Ord. Number 21-20):

Form-Based Code:

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

1. Standard for Review:

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

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

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

The requested amendment assigns a newly annexed parcel a designation that meets the district pattern and intent (Suburban Neighborhood). The Suburban development pattern and intent, and the Suburban neighborhood definition, structure and form description are stated below. The assignment of a Suburban Neighborhood design district designation is appropriate due to the established and proposed development patterns in the area.

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

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

Design districts – Suburban Neighborhood

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

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

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

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

b. Section 102-17(a)

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

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

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

c. Consistent with Comprehensive Plan:

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

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

d. Consistent with Surrounding Uses:

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

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

e. Changed Conditions:

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

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

f. Public Facilities.

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

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

g. Impact to Environment:

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

The site must follow City regulations regarding the natural environmental through the subdivision review process.

h. Property Values:

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

Redistricting is not being proposed; a Eustis design district designation must be assigned to annexed property.

i. Orderly Development Pattern:

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

The request is assignment of a design district to an annexation parcel, not redistricting. However, the proposed Design District designation is consistent with the suburban development pattern identified in Section 109-5.5 of the Land Development Regulations. Assignment of the requested designation will result in a more orderly and logical development pattern; making the designation consistent with the surrounding area designations and established development patterns.

j. Public Interest and Intent of Regulations:

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

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

k. Other Matters:

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

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

Applicable Policies and Codes

1. Resolution Number 87-34

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

2. Florida Statutes Chapter 171.044: Voluntary Annexation:

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

3. Comprehensive Plan - Suburban Residential (SR): This designation is provided to accommodate the majority of residential development within the City. General Range of Uses: This designation is intended to provide for a mix of single family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted. Maximum Density/Intensity: Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre. The maximum density may be exceeded through an affordable housing density bonus as provided in the Special Provisions below.

4. Policy CON 1.1.7.b. Limit impervious surface areas, including roofs and pavement, in high recharge areas and designated wellhead protection areas, except that impervious cover factors may be increased for infill locations in already developed areas of the same or greater intensity.

5. Policy FLU 1.1.1: Planning Principles

The following principles shall guide the creation of land use policy and development regulations within the City of Eustis:

- ☐ Creating a range of housing opportunities and choices;
- ☐ Creating walkable neighborhoods;

- ☐ Encouraging community and stakeholder collaboration;
 - ☐ Fostering distinctive, attractive communities with a strong sense of place;
 - ☐ Making development decisions predictable, fair and cost effective;
 - ☐ Allowing for a mix of land uses;
 - ☐ Providing for open space, natural beauty and protection of critical environmental areas;
 - ☐ Providing a variety of transportation choices;
 - ☐ Encouraging compact building design.
5. OBJECTIVE: HSG 1.1: ADEQUATE AND AFFORDABLE HOUSING To provide sufficient land and incentives and take other actions necessary to accommodate and facilitate construction of housing to meet projected demand and to accommodate the needs of the various household types and income groups characteristic of the city and planning area.
 6. Policy HSG 1.1.1: Future Land Use: The City shall maintain land use classifications and density criteria to accommodate the varying housing needs of the community, as provided for in the Future Land Use Element Appendix
 7. Land Development Regulations Section 109-5.5(b)(1): The Suburban Neighborhood Design District has predominately residential uses with some neighborhood scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
 8. Land Development Regulations Section 109-2.3: The SR land use has a maximum density of five units to one acre. The SR designation is intended to provide for a mix of single-family detached, patio homes and townhouse-type dwellings in a suburban atmosphere.
 9. Sec. 121-24. (c) (2) Groundwater and wellhead protection requires impervious surface areas, including roof and pavement, within the development are limited to 25 percent in designated high recharge areas, per wellhead protection Map E-8. The impervious surface limit may be increased to 50 percent for infill location in developed areas.

Fiscal Impact:

The current just value of the subject property is \$123,582. Based on the current millage rate of 7.581, annexation of the property could increase annual operating revenues by as much as \$936 before development.

Alternatives:

1. Approve Ordinance Numbers 21-18 (Annexation), 21-19 (Comp. Plan Amendment), and/or 21-20 (Design District Designation)
2. Deny Ordinance Numbers 21-18, 21-19 and 21-20.

Discussion of Alternatives:

Alternative 1 approves the Ordinances.

Advantages:

- The action would be consistent with the expansion plans for the City in accordance with the adopted Eustis Planning Area.
- Annexation would increase the tax base of the City and increase the annual operating revenues.
- The City would have a more compact service area for utilities, police, and fire to increase efficiency and level of service. A more compact service area can reduce the overall per capita cost of providing urban services.
- The applicant can move forward with planning a future development.
- The land use change and design district assignment are consistent with the proposed use of the property and the nature of the surrounding area.
- The action could encourage additional development and/or annexations in that area.

Disadvantages:

- Pursuant to the Eustis Comprehensive Plan, the property subject to this request is indicated for a density limitation of 2.5 dwelling units per acre on Map 19 of the Eustis Comprehensive Plan Future Land Use Element Map Series. However, Map 19 is inconsistent with the balance of the Comprehensive Plan Future Land Use Element and Future Land Use Element Appendix. The Future Land Use Element Appendix indicates the Suburban Residential (SR) designation is provided to accommodate the majority of residential development within the city, and the Development Patterns Map (Map 2) shows a suburban development pattern in this area of the city; thereby supporting the requested SR land use designation.

Alternative 2 denies the Ordinances.

(If Ordinance Number 21-18 is denied, the Commission cannot approve Ordinance Numbers 21-19 and 21-20.)

Advantages:

- The City would not have to provide services to the subject property.
- The Commission could consider a different Land Use or Design District designation for the property.

Disadvantages:

- Denying annexation would create a gap in the City's natural growth boundary as defined by the Eustis Planning Area.
- The action would eliminate the potential for increased operating revenue and the subject property would continue to receive the indirect benefits of City services that are provided to adjacent properties without paying City taxes.
- The City would continue to experience gaps in its service area causing service inefficiency and confusion regarding City boundaries.
- The property could remain unutilized.
- The City could lose an economic development opportunity.

Community Input

The department has notified surrounding property owners within 500 feet of the site; placed the proper legal advertisements in the newspaper; and the applicant posted the site. Opportunity for public input will be provided at the July 1 and July 15, 2021 City Commission meetings.

Budget / Staff Impact:

Based on the current assessment and millage rate, the City can anticipate approximately \$936 annually in ad-valorem revenue. There would be no direct costs to the City beyond the normal City services. There would be no additional staff time beyond the normal review process.

Prepared By:

Lori Barnes, AICP, CPM, Development Services Director

Attachments:

Ordinance Number 21-18, Exhibit A: Location

Ordinance Number 21-19, Exhibit A: Land Use Map

Ordinance Number 21-20, Exhibit A: Design District Map

ORDINANCE NUMBER 21-18

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 4.69 ACRES OF REAL PROPERTY ON THE WEST SIDE OF ESTES ROAD (APPROXIMATELY 650-FEET NORTH OF BATES AVENUE).

WHEREAS, the Lake RC, Inc., the legal owner of record, has made application for voluntary annexation of approximately 4.69 acres of real property located on the west side of Estes Road (approximately 650-feet north of Bates Avenue), more particularly described as:

Parcel Alternate Key: 3862867 Parcel Identification Number: 05-19-27-0200-000-00901

THAT PART OF LOTS 9 AND 10, OF R. C. TREMAIN'S SUBDIVISION, UNRECORDED, SECTION 5, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND RUN NORTH 00°36'44" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 25.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BATES AVENUE, SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH; THENCE NORTH 87°38'34" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF BATES AVENUE, A DISTANCE OF 338.51 FEET; THENCE NORTH 00°43'28" WEST, 629.69 FEET; THENCE NORTH 88°12'54" EAST, 337.19 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING; RUN NORTH 00°50'17" WEST, 325.50 FEET; THENCE NORTH 88°30'58" EAST, 631.37 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ESTES ROAD, SAID RIGHT-OF-WAY BEING 66 FEET IN WIDTH; THENCE SOUTH 01 °09'51" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF ESTES ROAD 322.15 FEET; THENCE SOUTH 88°12'54" WEST, 633.25 FEET TO THE POINT OF BEGINNING.

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

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

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

WHEREAS, on July 1, 2021 the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on October 7, 2021, the City Commission held the 2nd Public Hearing to consider the voluntary annexation of the property contained herein

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

SECTION 1.

That pursuant to, and under the authority of, Florida Statute 171.044, the City of Eustis, Lake County, Florida, does hereby annex and amend the municipal boundaries to include approximately 4.69 acres of real property, as described above.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

That this Ordinance shall become effective upon passing.

SECTION 7.

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

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of October, 2021.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

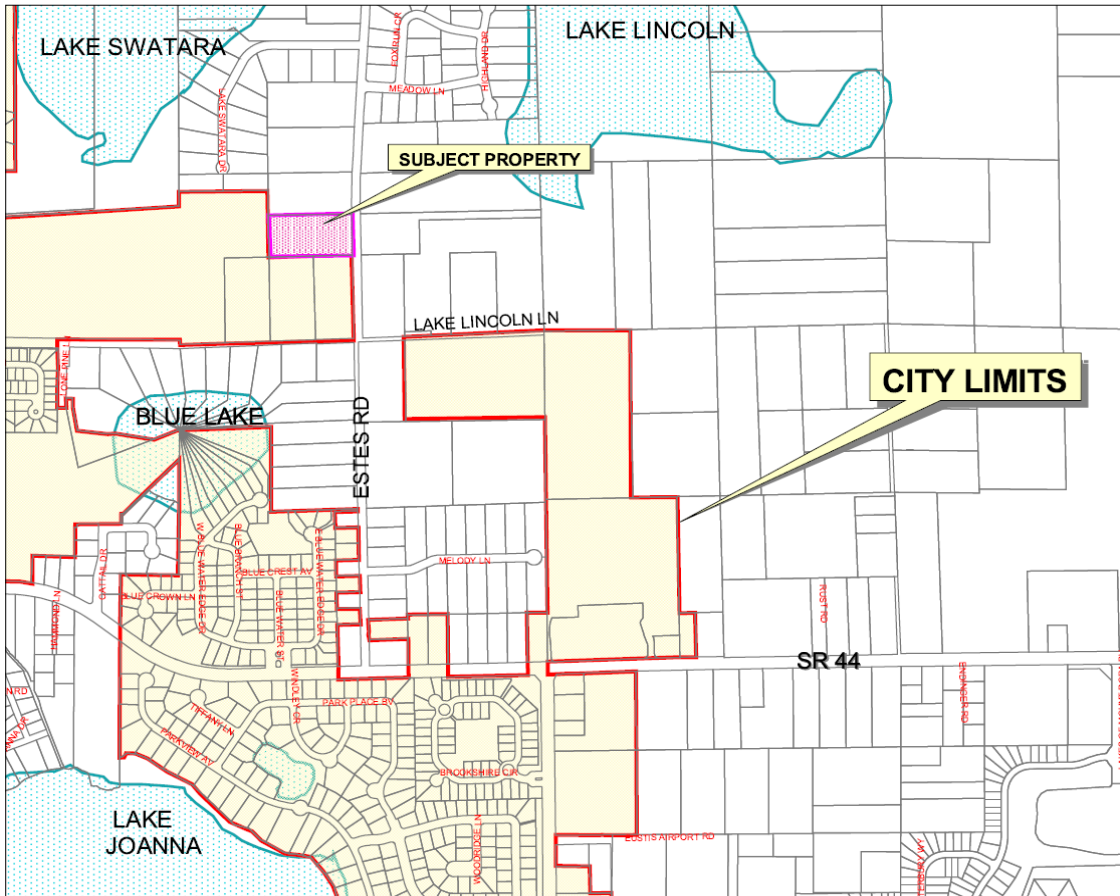
CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-18 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.

Mary C. Montez, City Clerk

Ordinance Number 21-18
Annexation 2021-A-04
Page 3 of 4

EXHIBIT A



ORDINANCE NUMBER 21-19

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 4.69 ACRES OF REAL PROPERTY ON THE WEST SIDE OF ESTES ROAD (APPROXIMATELY 650-FEET NORTH OF BATES AVENUE) FROM RURAL TRANSITION IN LAKE COUNTY TO SUBURBAN RESIDENTIAL (SR) IN THE CITY OF EUSTIS.

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

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

WHEREAS, the City of Eustis periodically amends its Comprehensive Plan in accordance with Chapter 163.3184, 163.3187 and 163.3191, Florida Statutes; and

WHEREAS, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on approximately 4.69-acres of real property located on the west side of Estes Road (about 650-feet north of Bates Avenue), and more particularly described herein; and

WHEREAS, on July 1, 2021, the Local Planning Agency held a Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

WHEREAS, on July 1, 2021, the City Commission held the 1st Adoption Public Hearing to accept the Local Planning Agency's recommendation to adopt the Small-Scale Future Land Use Amendment contained herein; and

WHEREAS, on October 7, 2021, the City Commission held the 2nd Adoption Public Hearing to consider the adoption of the Small-Scale Future Land Use Amendment contained herein;

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

SECTION 1.

Land Use Designation: That the Future Land Use Designation of the real property as described below and shown on Exhibit A shall be changed from Rural Transition in Lake County to Suburban Residential (SR) within the City of Eustis:

Parcel Alternate Key: 3862867 Parcel Identification Number: 05-19-27-0200-000-00901

THAT PART OF LOTS 9 AND 10, OF R. C. TREMAIN'S SUBDIVISION, UNRECORDED, SECTION 5, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND RUN NORTH 00°36'44" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 25.01 FEET TO A POINT ON THE

NORTH RIGHT-OF-WAY LINE OF BATES AVENUE, SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH; THENCE NORTH 87°38'34" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF BATES AVENUE, A DISTANCE OF 338.51 FEET; THENCE NORTH 00°43'28" WEST, 629.69 FEET; THENCE NORTH 88°12'54" EAST, 337.19 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING; RUN NORTH 00°50'17" WEST, 325.50 FEET; THENCE NORTH 88°30'58" EAST, 631.37 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ESTES ROAD, SAID RIGHT-OF-WAY BEING 66 FEET IN WIDTH; THENCE SOUTH 01 °09'51" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF ESTES ROAD 322.15 FEET; THENCE SOUTH 88°12'54" WEST, 633.25 FEET TO THE POINT OF BEGINNING.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of October, 2021.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-19 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.

Mary C. Montez, City Clerk

Exhibit A



ORDINANCE NUMBER 21-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 4.69-ACRES OF RECENTLY ANNEXED REAL PROPERTY ON THE WEST SIDE OF ESTES ROAD (APPROXIMATELY 650-FEET NORTH OF BATES AVENUE).

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Suburban Neighborhood to approximately 4.69 acres of recently annexed real property further described below, and

WHEREAS, on July 1, 2021, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on October 7, 2021 the City Commission held the 2nd Public Hearing to consider the adoption of the Design District Amendment contained herein;

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

Section 1. Design District Designation

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

Parcel Alternate Key: 3862867 Parcel Identification Number: 05-19-27-0200-000-00901

THAT PART OF LOTS 9 AND 10, OF R. C. TREMAIN'S SUBDIVISION, UNRECORDED, SECTION 5, TOWNSHIP 19 SOUTH, RANGE 27 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND RUN NORTH 00°36'44" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 25.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BATES AVENUE, SAID RIGHT-OF-WAY BEING 50 FEET IN WIDTH; THENCE NORTH 87°38'34" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF BATES AVENUE, A DISTANCE OF 338.51 FEET; THENCE NORTH 00°43'28" WEST, 629.69 FEET; THENCE NORTH 88°12'54" EAST, 337.19 FEET, TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING; RUN NORTH 00°50'17" WEST, 325.50 FEET; THENCE NORTH 88°30'58" EAST, 631.37 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ESTES ROAD, SAID RIGHT-OF-WAY BEING 66 FEET IN WIDTH; THENCE SOUTH 01 °09'51" EAST, ALONG THE WEST

RIGHT-OF-WAY LINE OF ESTES ROAD 322.15 FEET; THENCE SOUTH 88°12'54" WEST, 633.25 FEET TO THE POINT OF BEGINNING.

Section 2. Map Amendment

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

Section 3. Conflict

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

Section 4. Severability

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

Section 5. Effective Date

That this Ordinance shall become effective upon annexation of the subject property through approval of Ordinance Number 21-18.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of October, 2021.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by physical presence, this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

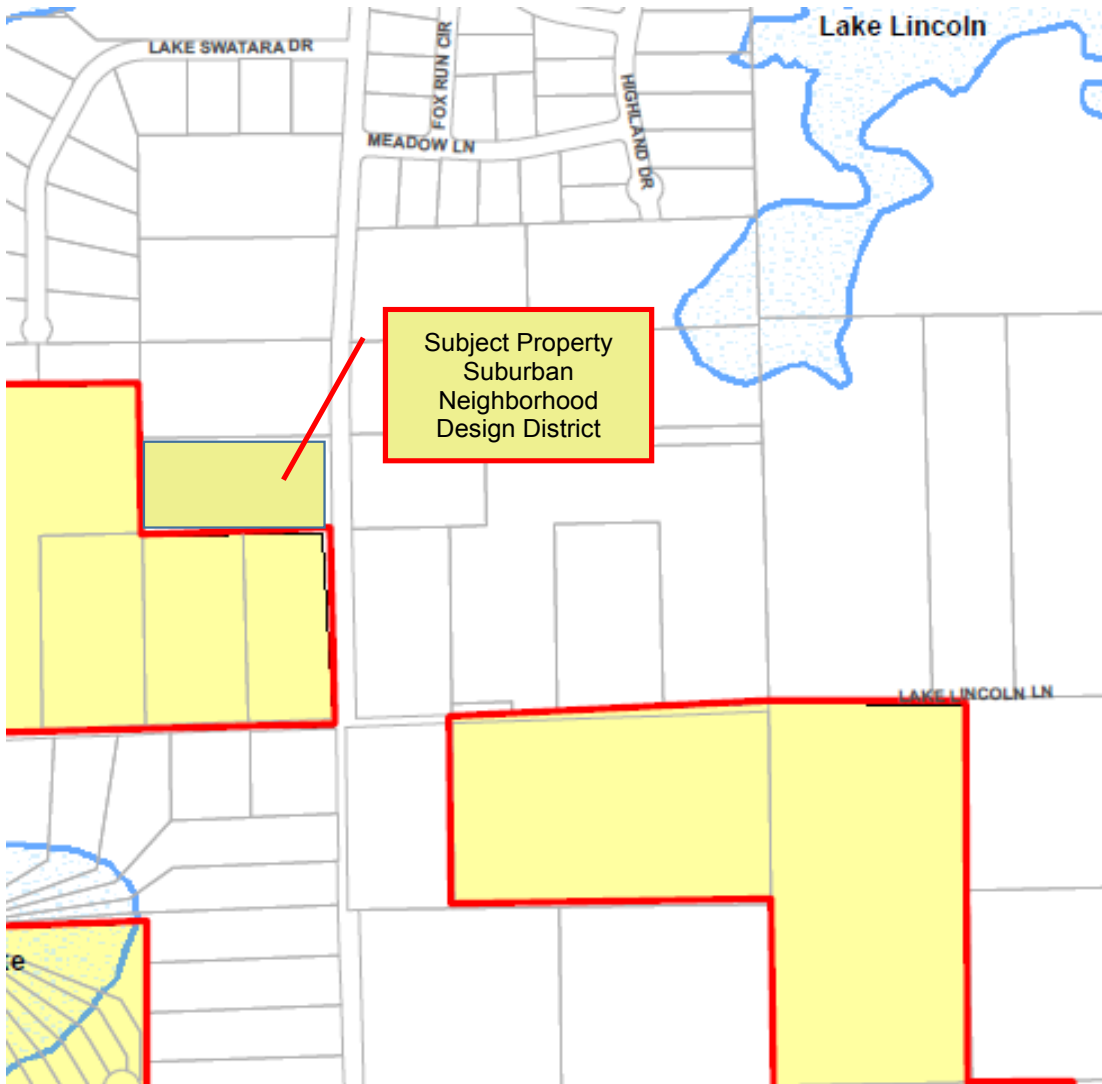
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-20 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.

Mary C. Montez, City Clerk

Exhibit A





City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Bill Howe, Acting City Manager
DATE: October 7, 2021
RE: CONSIDERATION OF ORDINANCES FOR PROPERTY LOCATED AT 2959 SOUTH GROVE STREET:
ORDINANCE NUMBER 21-24 – VOLUNTARY ANNEXATION
ORDINANCE NUMBER 21-25 – COMPREHENSIVE PLAN AMENDMENT
ORDINANCE NUMBER 21-26 – DESIGN DISTRICT ASSIGNMENT

Introduction:

Ordinance Number 21-24 provides for the voluntary annexation of approximately 0.83 acres located at 2959 South Grove Street. Provided the annexation of the subject property is approved, Ordinance Number 21-25 would change the future land use designation from Urban Low in Lake County to Suburban Residential (SR) in the City of Eustis, and Ordinance Number 21-26 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 21-24 is denied, then there can be no consideration of Ordinance Numbers 21-25 and 21-26.

Background:

See attached Staff Report.

Recommended Action:

The administration recommends approval of Ordinance Numbers 21-24, 21-25, and 21-26.

Alternatives:

1. Approve Ordinance Numbers 21-24, 21-25, and 21-26.
2. Deny Ordinance 21-24. If Ordinance Number 21-24 is denied, the Commission cannot approve Ordinance Numbers 21-25 and 21-26.

Attachments:

[Staff Report Ord. 21-24, 21-25, 21-26 Annex FLU DD](#)
[Ordinance Number 21-24 Annexation](#)
[Ordinance Number 21-25 FLUMA](#)
[Ordinance Number 21-26 Design Dist](#)

Reviewed by:

Bill Howe, Acting City Manager

Mary Montez, City Clerk

Approved - 30 Sep 2021

Approved - 01 Oct 2021



City of Eustis

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

TO: EUSTIS CITY COMMISSION
FROM: RONALD R. NEIBERT, CITY MANAGER
DATE: SEPTEMBER 23, 2021
RE: **EXPLANATION OF ORDINANCES FOR PROPERTY AT 2959 SOUTH GROVE STREET**

Ordinance Number 21-24 – Voluntary Annexation

Ordinance Number 21-25 – Comprehensive Plan Amendment

Ordinance Number 21-26 – Design District Assignment

Introduction

Ordinance Number 21-24 provides for the voluntary annexation of approximately 0.83 acres located at 2959 South Grove Street. Provided the annexation of the subject property is approved, Ordinance Number 21-25 would change the future land use designation from Urban Low in Lake County to Suburban Residential (SR) in the City of Eustis, and Ordinance Number 21-26 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 21-24 is denied, then there can be no consideration of Ordinance Numbers 21-25 and 21-26.

Recommended Action

The administration recommends approval of Ordinance Numbers 21-24, 21-25, and 21-26.

Background/Pertinent Site Information

1. The site contains approximately 0.83 acres, and is located within the Eustis Joint Planning Area. The site is currently vacant, undeveloped land with minimal vegetation in existence. *Source: Property Boundary Survey provided with application.*
2. The site is contiguous to the City on its northwestern boundary.
3. The site has a Lake County land use designation of Urban Low, but approval of Ordinance Number 21-25 would change the land use designation to Suburban Residential (SR) in the City of Eustis. Surrounding properties have the following land use designations:



Location	Existing Use	Future Land Use	Design District
Site	Detached Garage	Urban Low (Lake County)	NA
Northeast	Single Family Residence	Urban Low (Lake County)	NA
Southwest	Single Family Residence	Urban Low (Lake County)	NA
East	Lake Woodward	Urban Low (Lake County)	NA
Northwest	Commercial	General Commercial	Suburban Corridor

Applicant's Request

The applicant, Villagers for Veterans Inc, wishes to annex the property, change the future land use to Suburban Residential and assign a design district of Suburban Neighborhood.

The current Lake County land use designation is Urban Low. The Lake County land use designation allows for residential uses up to four (4) dwelling units per one (1) net buildable acre in addition to civic, institutional, commercial, and office uses at an appropriate scale and intensity to serve this category. Limited light industrial uses may only be allowed as a conditional use. The property owner has requested the SR land use designation within the City of Eustis. The SR land use provides for residential uses up to 5 dwelling units per acre. The requested SR designation permits the proposed residential use and is consistent with the land use designation of properties to the north in the City of Eustis. The SR designation allows for similar uses as those that are in existence immediately adjacent to the property to the Southwest and Northeast, which are single family residences with Lake County land use designation of Urban Low.

Analysis of Annexation Request (Ordinance Number 21-24)

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

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

The subject property is located within the Joint Planning Area. Urban services of adequate capacity are available to serve future development, consistent with the requested SR future land use designation. (See public facilities and services analysis under item 5 below).

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

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

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

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

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

The department published notice of this annexation in the Daily Commercial in accordance with the requirements on September 16, 2021 and September 23, 2021.

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

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

Annexation of the subject property does not create an enclave.

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

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

The department provided notice to the Lake County Board of County Commissioners on September 3, 2021.

Analysis of Comprehensive Plan/Future Land Use Request (Ordinance Number 21-25)

In Accordance with Florida Statutes Chapter 163.3177.9.:

Discourage Urban Sprawl:

Primary Indicators of Sprawl:

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

Review of Indicators

1. *Low Intensity Development:*

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

This indicator does not apply. The requested future land use will provide for a higher density (5 du/acre) than the county FLU (4 du/acre) allows.

2. *Urban Development in Rural Areas:*

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

This indicator does not apply. The site is adjacent to existing urban and suburban style residential development with commercial development to the west, and is located less than two miles from the downtown Eustis core.

3. *Strip or Isolated Development:*

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

This indicator does not apply. The site is adjacent to existing/approved residential and commercial development. The proposed designation is consistent with the character of the surrounding area.

4. *Natural Resources Protection:*

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

This indicator does not apply. The property is partially within a floodplain (small area to the rear of the property) and wetlands exist at the rear of the property (abuts Lake Woodward). The site must obtain building permit approval before development may begin. The Comprehensive Plan and the Land Development Regulations include standards for protection of environmentally sensitive lands that would apply should conditions at time of development warrant such protection.

5. *Agricultural Area Protection:*

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

This indicator does not apply. This site and adjacent areas do not support active agricultural or silvicultural activities. The site is not prime farmland but the site includes soils identified by the USDA as farmlands of unique importance, including Lake sand, 0 to 5 percent slopes, as well as Candler Sand, 0 to 5 percent slopes. Both of these are categorized as farmland of unique importance. However, this site is in close proximity to commercial development and existing residential development. This is an urban area that would not be appropriate for agriculture.

6. *Public Facilities:*

Fails to maximize use of existing public facilities and services.

This indicator does not apply. City water is available to the property. Development of this parcel will maximize the use and efficiency of City water service. A septic system must be utilized as wastewater from the City is not currently available to this property.

7. *Cost Effectiveness and Efficiency of Public Facilities:*

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

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

The property will utilize existing water service already provided to other properties in the area increasing efficiency and cost effectiveness.

8. Separation of Urban and Rural:

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

This indicator does not apply. No nearby properties contain active agricultural activities or uses. The surrounding area is developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly suburban uses. The single-family character of the SR land use designation and the Suburban Neighborhood Design District are compatible with the existing development pattern.

9. Infill and Redevelopment:

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

This indicator does not apply. This property is a logical extension of development for the city. Infill development is occurring in the city, mostly on existing platted lots. The SR future land use and Suburban Neighborhood design district are compatible and consistent with the existing development pattern.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. Commercial development to serve the residential population is located in close proximity to the site, and within a walkable proximity. The site is surrounded by single-family development on the adjacent properties along South Grove Street.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

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

12. Open Space:

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

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

13. Urban Sprawl:

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

a. Direction of Growth:

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

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

b. Efficient and Cost-Effective Services:

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

Water service is already available. This development using existing water service will increase the efficiency and cost effectiveness of these services.

c. Walkable and Connected Communities:

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

At time of development, the site must meet the City's Land Development Regulations. The site is within close proximity to parks and shopping, allowing for walking and biking to get to nearby destinations.

d. Water and Energy Conservation:

Promotes conservation of water and energy.

When the site is developed, it must meet City development and Florida Building Code standards that will require energy and water efficient appliances.

e. Agricultural Preservation:

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

Not applicable; this site does not support active agricultural or silvicultural activities. The site is not prime farmland but the site includes soils identified by the USDA as farmlands of unique importance, including Lake sand, 0 to 5 percent slopes, as well as Candler Sand, 0 to 5 percent slopes. Both of these are categorized as farmland of unique importance. However, this site is in close proximity to commercial development and existing residential development. This is an urban area that would not be appropriate for agriculture.

f. Open Space:

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

This is not applicable. The site does not provide functional open space or natural areas.

g. Balance of Land Uses:

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

This does not apply. The proposed use for a residential home is similar with surrounding uses. Existing commercial development exists in close proximity to serve the residential population.

h. Urban Form Densities and Intensities:

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

Not applicable. This is infill development consistent and compatible with existing surrounding development.

In Accordance with Comprehensive Plan Future Land Use Element Appendix:

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

Major Categories of Plan Policies:

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

1. General Public Facilities/Services:

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

a. Emergency Services Analysis:

The subject property is located approximately two miles from the downtown core. Eustis emergency services already provide emergency response to other properties in the area. Additionally, fire service is approximately 0.61 miles of the subject property. Any development consistent with the SR future land use designation would not have a significant negative impact on the operations of Eustis emergency services.

b. Parks & Recreation:

In 2010, the City prepared a Park Inventory and Level of Service Demand and Capacity analysis as part of the Comprehensive Plan Evaluation and

Appraisal Report. The results show that a surplus of park area exists up to and beyond the City's population reaching 20,015.

Parks Level of Service Demand and Capacity

c.

Year	Population	LOS Required acreage	Existing Acreage	Surplus/ (Deficiency)
2009/10	18,538	55.61	453.76	398.15
2010/11	18,760	56.28	453.76	397.48
2011/12	18,985	56.96	453.76	396.81
2012/13	19,213	57.64	453.76	396.12
2013/14	19,443	58.33	453.76	395.43
2014/15	20,015	60.05	453.76	393.72

a
ter & Sanitary Sewer:

Water is available to the subject property. The following outlines the water and wastewater demand based on a maximum development potential scenario.

Potential Residential Demand

1 Dwelling Units

Water – 1 x 351 GPD = 351 GPD

According to the City of Eustis Public Works Department, water capacity is available to serve up to and including the maximum development potential. Wastewater will be by septic tank and will follow the Lake County Health Department rules, and wetland setback requirements in the Eustis Land Development Regulations.

d. Schools:

The proposed change will not negatively impact schools. The addition of one single-family home is considered a de-minimis development and does not require a school impact report.

e. Solid Waste:

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

f. Stormwater:

The Comprehensive Plan and Land Development Regulations include level of service standards to which new development must adhere. Projects designed to meet these standards will not negatively affect the existing facilities and services.

g. Transportation Network Analysis:

A single-family home is considered de-minimis development for transportation and is considered to have no negative impacts on the

existing transportation system. The existence of commercial development in a walkable distance to the property offers opportunities for a reduction in vehicle trips on the roadway network. At this time, the adjacent transportation network has the capacity to serve the proposed SR property, even at a maximum development standard, without negatively affecting the adopted level of service.

2. Natural Resources/Natural Features:

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

a. Ground water recharge areas:

The site is not within a high recharge area, nor a wellhead protection area. Source: Lake County Comprehensive Plan 2030 Floridian Aquifer Recharge Map.

b. Historical or archaeological sites:

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

c. Flood zones:

The subject property is partially located in flood zone AE at the rear and Eastern portion of the property. The area of the property in the flood zone is minimal (only 0.07 acres of the upland portion of the property; adequate land area outside the flood zone is available for construction of a single-family home. Source - Lake County GIS - 2012 Flood Zones.

d. Soil and topography:

The site soils are Candler sand, 0 to 5 percent slopes, a nearly level to gently sloping and excessively drained sandy soil, and Lake sand, 0 to 5% slopes.

The depth to a restriction or the water table is at 80 inches or more below the surface. Permeability is rapid. While the Candler sand is suited to shallow rooted field and truck crops, this 0.83-acre site is surrounded by existing/approved residential and commercial development and not suited to agriculture.

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

At time of building permit submittal, a topographical documenting the slope of the land will be required to determine applicability of Section 121-27, LDRs, as to limitations of impervious surface area per acre.

3. Comprehensive Plan Review:

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

Existing Land Use According to the Lake County Comprehensive Plan:

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

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

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

Proposed Land Use According to the Eustis Comprehensive Plan:

The Suburban Residential (SR) land use designation is provided to accommodate the majority of residential development within the City. The general range of uses include: a mix of single family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted. Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre.

The land use designations of residential properties within the City of Eustis in the surrounding area are generally Suburban Residential (SR) with a maximum density of 5 dwelling units per acre (du/ac). To the west and south, the Eustis land use designations in the surrounding area is General Commercial.

The surrounding, immediately adjacent to the northeast and southwest, unincorporated areas are designated Urban low with a maximum density of 4 dwelling units per net buildable acre.

Comparison of Lake County Development Conditions

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

Residential: Lake County limits residential development to 4 du/acre or a total of 3 dwelling units. The SR allows 5 du/acre or 4 theoretical maximum units.

The size and configuration of the property would not support the theoretical maximums even if subdivided. Proposed is one single-family home; if a second dwelling unit were proposed, a Conditional Use Permit approval would be required from the City Commission as per the SR land use district regulations.

Proposed Residential Land Uses.

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

Not applicable. The area already includes a mix of uses including single-family residential in close proximity to commercial.

Proposed Non-Residential Land Uses.

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

Not applicable.

4. Transportation:

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

A single-family home is considered de-minimis development for transportation and is considered to have no negative impacts on the existing transportation system. The existence of commercial development in a walkable distance to the property offers opportunities for a reduction in vehicle trips on the roadway network. At this time, the adjacent transportation network has the capacity to serve the proposed SR property, even at a maximum development standard, without negatively affecting the adopted level of service.

5. Water Supply:

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

City water service and other services are available. Refer to 1.c above for more information. The City's adopted Water Supply Plan anticipated additional growth consistent with this development, so both supply and capacity are available.

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

Standards for Review:

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

a. Consistent with Comprehensive Plan:

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

The proposed amendment is consistent with the Comprehensive Plan. See analysis above under item 1.A through D.

b. In Conflict with Land Development Regulations:

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

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

c. Inconsistent with Surrounding Uses:

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

The SR future land use designation is designed for single-family residential areas. The surrounding existing uses on the southeastern side of South Grove Street are single-family residential with the same average density. The SR designation is intended to provide for residential uses in a suburban atmosphere. The northwestern side of South Grove Street provides commercial development, which serves the residential uses in the area.

d. Changed Conditions:

Whether there have been changed conditions that justify an amendment.

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

e. Demand on Public Facilities:

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

City water service is available and in close proximity to the site in the Grove Street right-of-way. Adequate capacity is available to serve future

development consistent with the requested Suburban Residential future land use designation. A single-family residence is considered de-minimis for all infrastructure and services. Sewer service is not currently available to this property, so septic will need to be utilized. Upon annexation, the City will also provide other services such as fire and police protection, library services, parks, and recreation. The City provides these services to other properties in the area, so efficiency will improve.

f. Impact on Environment:

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

The site is not connected to significant open space. At time of future development review, as the property includes a portion of Lake Woodward, additional studies will be required to evaluate natural features, and if present, to minimize the impact of development to the natural environment.

g. Orderly Development Pattern:

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

The annexation would create a logical development pattern as it makes the City limits more compact, to reach the eventual goal of a Eustis area under one local government jurisdiction. Assigning land uses (and design districts) consistent with those in the city limits nearby will provide a consistent development pattern, efficient use of land, and cost-effective provision of infrastructure. This is an infill development project and would result in orderly and logical development.

h. Public Interest and Intent of Regulations:

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

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

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

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

i. Other Matters:

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

No other matters.

Analysis of Design District Request (Ordinance Number 21-26):

Form-Based Code:

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

1. Standards for Review:

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

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

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

The requested amendment assigns a newly annexed parcel a designation that meets the district pattern and intent (Suburban Neighborhood). The Suburban development pattern and intent, and the Suburban neighborhood definition, structure and form description are stated below. The assignment of a Suburban Neighborhood design district designation is appropriate due to the established and proposed development patterns in the area.

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

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

Design districts – Suburban Neighborhood

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

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

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

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

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

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

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

Reassignment is not being proposed; a Eustis design district designation must be assigned to annexed property; the proposed design district is compatible with the surrounding design districts. The properties surrounding the site lie in unincorporated Lake County and Lake County does not have design districts. Creating a condition where like designations face across streets is not applicable in this case because the surrounding land is not in the City limits. The requested Suburban Corridor designation would establish similar and compatible transect conditions.

d. **Consistent with Comprehensive Plan:**

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

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

e. **Consistent with Surrounding Uses:**

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

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

f. **Changed Conditions:**

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

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

g. **Public Facilities.**

Whether, and the extent to which, the proposed redistricting would result in demands on public facilities, and whether, or to the extent to which, the proposed change would exceed the capacity of such public facilities, including, but not

limited to police, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools, and fire and emergency medical facilities.

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

h. Impact to Environment:

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

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

i. Property Values:

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

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

j. Orderly Development Pattern:

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

The request is assignment of a design district to an annexation parcel, not redistricting. However, the proposed Design District designation is consistent with the suburban development pattern identified in Section 109-5.5 of the Land Development Regulations. Assignment of the requested designation will result in a more orderly and logical development pattern; making the designation consistent with the surrounding area designations and established development patterns.

k. Public Interest and Intent of Regulations:

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

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

I. Other Matters:

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

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

Applicable Policies and Codes

1. Resolution Number 87-34

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

2. Florida Statutes Chapter 171.044: Voluntary Annexation:

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

3. Comprehensive Plan - Suburban Residential (SR): This designation is provided to accommodate the majority of residential development within the City. General Range of Uses: This designation is intended to provide for a mix of single family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted. Maximum Density/Intensity: Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre. The maximum density may be exceeded through an affordable housing density bonus as provided in the Special Provisions below.

5. Land Development Regulations Section 109-5.5(b)(1): The Suburban Neighborhood Design District has predominately residential uses with some neighborhood scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
6. Land Development Regulations Section 109-2.3: The SR land use has a maximum density of five units to one acre. The SR designation is intended to provide for a mix of single-family detached, patio homes and townhouse-type dwellings in a suburban atmosphere.

Fiscal Impact:

The current just value of the subject property is \$49,990. Based on the current millage rate of 7.581, annexation of the property could increase annual operating revenues by as much as \$378 before development.

Alternatives:

1. Approve Ordinance Numbers 21-24 (Annexation), 21-25 (Comp. Plan Amendment), and/or 21-26 (Design District Designation)
2. Deny Ordinance Numbers 21-24, 21-25 and 21-26.

Discussion of Alternatives:

Alternative 1 approves the Ordinances.

Advantages:

- The action would be consistent with the expansion plans for the City in accordance with the adopted Eustis Planning Area.
- Annexation would increase the tax base of the City and increase the annual operating revenues.
- The City would have a more compact service area for utilities, police, and fire to increase efficiency and level of service. A more compact service area can reduce the overall per capita cost of providing urban services.
- The applicant can move forward with planning a future development.
- The land use change and design district assignment are consistent with the proposed use of the property and the nature of the surrounding area.
- The action could encourage additional development and/or annexations in that area.

Disadvantages:

- There are no disadvantages.

Alternative 2 denies the Ordinances.

(If Ordinance Number 21-24 is denied, the Commission cannot approve Ordinance Numbers 21-25 and 21-26.)

Advantages:

- The City would not have to provide services to the subject property.
- The Commission could consider a different Land Use or Design District designation for the property.

Disadvantages:

- Denying annexation would create a gap in the City's natural growth boundary as defined by the Eustis Planning Area.
- The action would eliminate the potential for increased operating revenue and the subject property would continue to receive the indirect benefits of City services that are provided to adjacent properties without paying City taxes.
- The City would continue to experience gaps in its service area causing service inefficiency and confusion regarding City boundaries.
- The property could remain unutilized.
- The City could lose an economic development opportunity.

Community Input

The department has notified surrounding property owners within 500 feet of the site; placed the proper legal advertisements in the newspaper; and the applicant posted the site. As of September 17, the department received one inquiry seeking clarification of the request, but did not object to the annexation. Additional opportunity for public input will be provided at the September 23 and October 7, 2021 City Commission meetings.

Budget / Staff Impact:

Based on the current assessment and millage rate, the City can anticipate approximately \$378 annually in ad-valorem revenue. There would be no direct costs to the City beyond the normal City services. There would be no additional staff time beyond the normal review process.

Reviewed By:

Lori Barnes, AICP, CPM, Development Services Director

Prepared By:

Heather Croney, Senior Planner

Attachments:

Ordinance Number 21-24, Exhibit A: Location
Ordinance Number 21-25, Exhibit A: Land Use Map
Ordinance Number 21-26, Exhibit A: Design District Map

ORDINANCE NUMBER 21-24

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA,
VOLUNTARILY ANNEXING APPROXIMATELY 0.83 ACRES OF REAL PROPERTY
AT 2959 SOUTH GROVE STREET.**

WHEREAS, Villagers for Veterans Inc, the legal owner of record, has made application for voluntary annexation of approximately 0.83 acres of real property located at 2959 South Grove Street, more particularly described as:

Parcel Alternate Key: 1706289 Parcel Identification Number: 23-19-26-0002-000-02500

BEGIN 9.70 chains East of the Northwest corner of Southeast 1/4 of Northwest 1/4 of Section 23, Township 19 South, Range 26 East, Lake County, Florida, run thence South 49 degrees East 6.24 chains, thence South 40 degrees West 39 links for point of beginning; run thence South 49 degrees East 5.90 chains to Lake, thence continue in Lake to the East boundary of said Southeast 1/4 of Northwest 1/4, thence back to point of beginning, and run South 40 degrees West 70 feet, thence South 49 degrees East 5.90 chains, more or less, to Lake, thence continue in Lake to East boundary of said Southeast 1/4 of Northwest 1/4, thence North along said East boundary of Southeast 1/4 of Northwest 1/4 to intersect the Northern boundary of this tract of land, less right of way for road.

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

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

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

WHEREAS, on September 23, 2021 the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on October 7, 2021, the City Commission held the 2nd Public Hearing to consider the voluntary annexation of the property contained herein

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

SECTION 1.

That pursuant to, and under the authority of, Florida Statute 171.044, the City of Eustis, Lake County, Florida, does hereby annex and amend the municipal boundaries to include approximately 0.83 acres of real property, as described above.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

That this Ordinance shall become effective upon passing.

SECTION 7.

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

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of October, 2021.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

Ordinance Number 21-24
Annexation 2021-A-06
Page 3 of 5

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for 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

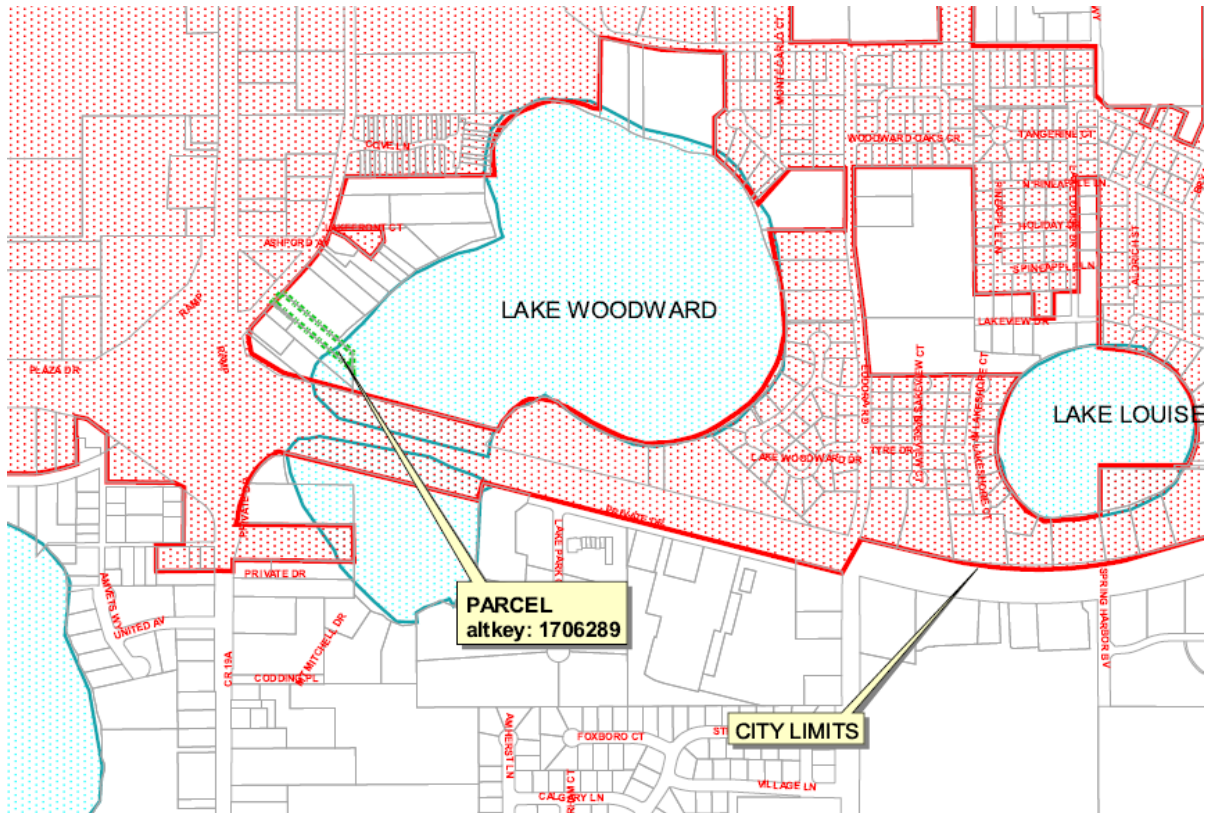
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-24 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.

Mary C. Montez, City Clerk

EXHIBIT A



ORDINANCE NUMBER 21-25

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 0.83 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT 2959 SOUTH GROVE STREET FROM URBAN LOW IN LAKE COUNTY TO SUBURBAN RESIDENTIAL IN THE CITY OF EUSTIS.

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

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

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

WHEREAS, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on approximately 0.83 acres of real property located at 2959 South Grove Street, and more particularly described herein; and

WHEREAS, on September 23, 2021, the Local Planning Agency held a Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

WHEREAS, on September 23, 2021, the City Commission held the 1st Adoption Public Hearing to accept the Local Planning Agency's recommendation to adopt the Small-Scale Future Land Use Amendment contained herein; and

WHEREAS, on October 7, 2021, the City Commission held the 2nd Adoption Public Hearing to consider the adoption of the Small Scale Future Land Use Amendment contained herein;

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

SECTION 1.

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

Alt Key Number 1706289

Parcel Number 23-19-26-0002-000-02500

BEGIN 9.70 chains East of the Northwest corner of Southeast 1/4 of Northwest 1/4 of Section 23, Township 19 South, Range 26 East, Lake County, Florida, run thence South 49 degrees East 6.24 chains, thence South 40 degrees West 39 links for point of beginning; run thence South 49 degrees East 5.90 chains to Lake, thence continue in Lake to the East boundary of said Southeast 1/4 of Northwest 1/4, thence back to point of beginning, and run South 40 degrees West 70 feet, thence South 49 degrees East 5.90 chains, more or less, to Lake, thence continue in Lake to East boundary of said Southeast 1/4 of Northwest 1/4, thence North along

said East boundary of Southeast 1/4 of Northwest 1/4 to intersect the Northern boundary of this tract of land, less right of way for road.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of October, 2021.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for 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

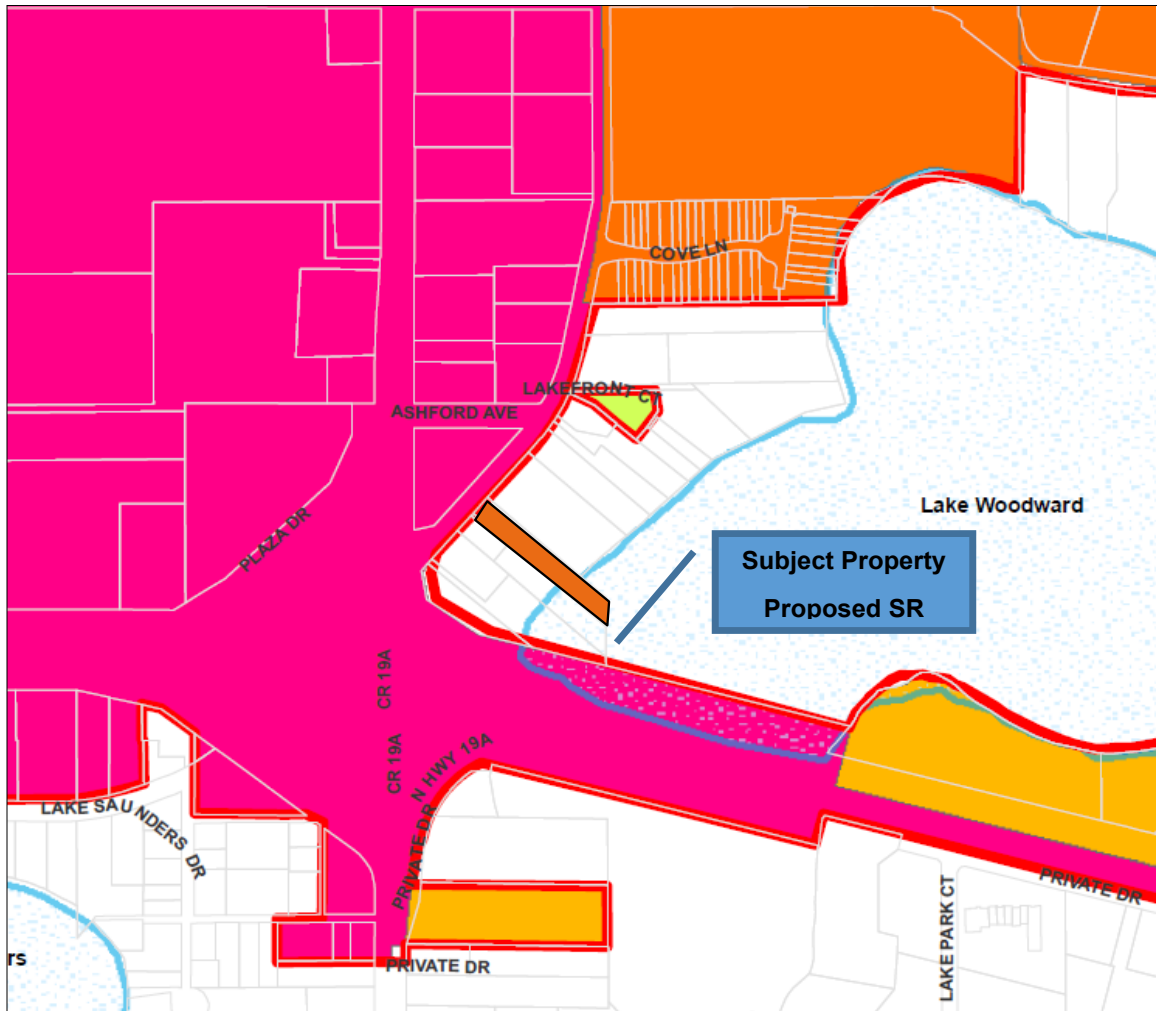
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-25 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.

Mary C. Montez, City Clerk

Exhibit A



ORDINANCE NUMBER 21-26

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 0.83 ACRES OF REAL PROPERTY AT 2959 SOUTH GROVE STREET.

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Suburban Neighborhood to approximately 0.83 acres of recently annexed real property further described below, and

WHEREAS, on September 23, 2021, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on October 7, 2021 the City Commission held the 2nd Public Hearing to consider the adoption of the Design District Amendment contained herein;

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

Section 1. Design District Designation

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

Parcel Alternate Key: 1706289

Parcel Identification Number: 23-19-26-0002-000-02500

BEGIN 9.70 CHAINS EAST OF THE NORTHWEST CORNER OF SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN THENCE SOUTH 49 DEGREES EAST 6.24 CHAINS, THENCE SOUTH 40 DEGREES WEST 39 LINKS FOR POINT OF BEGINNING; RUN THENCE SOUTH 49 DEGREES EAST 5.90 CHAINS TO LAKE, THENCE CONTINUE IN LAKE TO THE EAST BOUNDARY OF SAID SOUTHEAST 1/4 OF NORTHWEST 1/4, THENCE BACK TO POINT OF BEGINNING, AND RUN SOUTH 40 DEGREES WEST 70 FEET, THENCE SOUTH 49 DEGREES EAST 5.90 CHAINS, MORE OR LESS, TO LAKE, THENCE CONTINUE IN LAKE TO EAST BOUNDARY OF SAID SOUTHEAST 1/4 OF NORTHWEST 1/4, THENCE NORTH ALONG SAID EAST BOUNDARY OF SOUTHEAST 1/4 OF NORTHWEST 1/4 TO INTERSECT THE NORTHERN BOUNDARY OF THIS TRACT OF LAND, LESS RIGHT OF WAY FOR ROAD.

Section 2. Map Amendment

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

Section 3. Conflict

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

Section 4. Severability

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

Section 5. Effective Date

That this Ordinance shall become effective upon annexation of the subject property through approval of Ordinance Number 21-24.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of October, 2021.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for 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

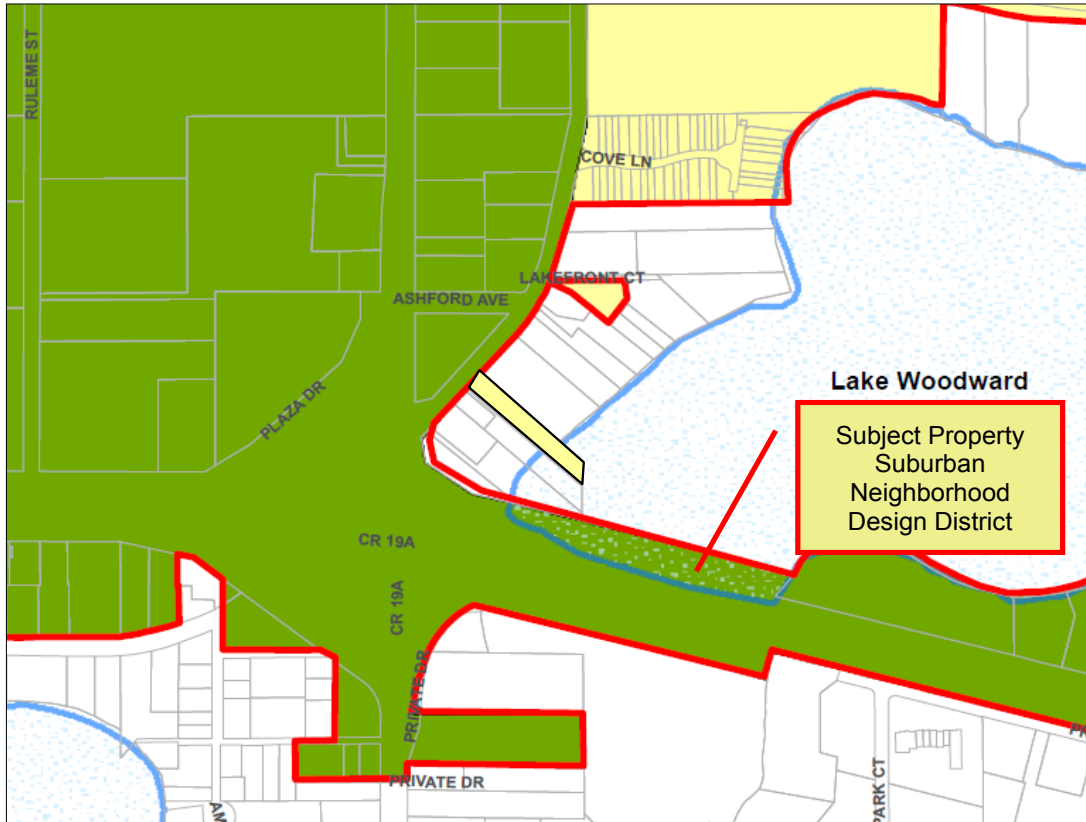
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-26 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.

Mary C. Montez, City Clerk

Exhibit A





City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Bill Howe, Acting City Manager
DATE: October 7, 2021
RE: CONSIDERATION OF ORDINANCES FOR PROPERTY LOCATED ON THE WEST END OF WEST SEMINOLE AVENUE:
ORDINANCE NUMBER 21-27 – VOLUNTARY ANNEXATION
ORDINANCE NUMBER 21-28 – COMPREHENSIVE PLAN AMENDMENT
ORDINANCE NUMBER 21-29 – DESIGN DISTRICT ASSIGNMENT

Introduction:

Ordinance Number 21-27 provides for the voluntary annexation of approximately 0.26 acres located at the west end of W. Seminole Avenue. Provided the annexation of the subject property is approved, Ordinance Number 21-28 would change the future land use designation from Urban Low in Lake County to Suburban Residential (SR) in the City of Eustis, and Ordinance Number 21-29 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 21-27 is denied, then there can be no consideration of Ordinance Numbers 21-28 and 21-29.

Background:

See attached Staff Report.

Recommended Action:

The administration recommends approval of Ordinance Numbers 21-27, 21-28, and 21-29.

Alternatives:

1. Approve Ordinances 21-27, 21-28, and 21-29.
2. Deny Ordinance 21-27. If Ordinance Number 21-27 is denied, the Commission cannot approve Ordinance Numbers 21-28 and 21-29.

Attachments:

[Staff Report Ord. 21-27, 21-28 21-29 Annex FLU DD](#)
[Ordinance Number 21-27 Annexation](#)
[Ordinance Number 21-28](#)
[Ordinance Number 21-29 Design Dist](#)

Reviewed by:

Bill Howe, Acting City Manager

Mary Montez, City Clerk

Approved - 01 Oct 2021

Approved - 01 Oct 2021



City of Eustis

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

TO: EUSTIS CITY COMMISSION
FROM: RONALD R. NEIBERT, CITY MANAGER
DATE: SEPTEMBER 23, 2021
RE: **EXPLANATION OF ORDINANCES FOR PROPERTY LOCATED ON THE WEST
END OF W. SEMINOLE AVENUE**

Ordinance Number 21-27 – Voluntary Annexation

Ordinance Number 21-28 – Comprehensive Plan Amendment

Ordinance Number 21-29 – Design District Assignment

Introduction

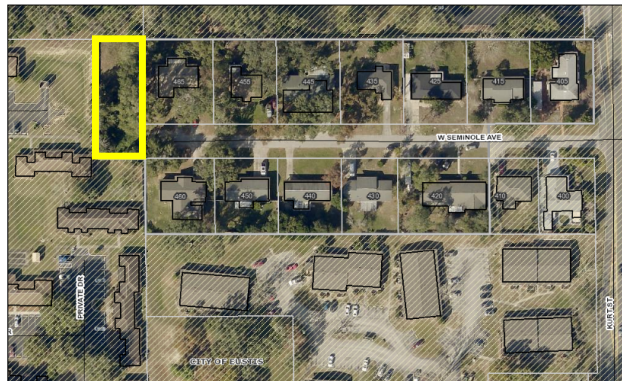
Ordinance Number 21-27 provides for the voluntary annexation of approximately 0.26 acres located at the west end of W. Seminole Avenue. Provided the annexation of the subject property is approved, Ordinance Number 21-28 would change the future land use designation from Urban Low in Lake County to Suburban Residential (SR) in the City of Eustis, and Ordinance Number 21-29 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 21-27 is denied, then there can be no consideration of Ordinance Numbers 21-28 and 21-29.

Recommended Action

The administration recommends approval of Ordinance Numbers 21-27, 21-28, and 21-29.

Background/Pertinent Site Information

1. The site has approximately 0.26 acres, and is located within the Eustis Joint Planning Area. The site contains one vacant, wooded parcel.
2. The site is contiguous to the City on its north, south and west boundaries.
3. The site currently has a Lake County land use designation of Urban Low; approval of Ordinance Number 21-28 would change the land use designation to Suburban Residential (SR) in the City of Eustis. Surrounding properties have the following land use designations:



Location	Existing Use	Future Land Use	Design District
Site	Vacant	Urban Low (County)	NA (County)
North	Vacant	Mixed Commercial/Residential	Suburban Neighborhood (SN)
South	Multi-Family	Urban Residential	Suburban Neighborhood (SN)
East	Single-Family	Lake County Urban Low	NA (County)
West	Multi-Family	Urban Residential	Suburban Neighborhood (SN)

Applicant's Request

The applicant, Royal Brothers, wishes to annex the property and change the future land use to Suburban Residential and assign a design district of Suburban Neighborhood.

The current Lake County future land use designation is Urban Low with a maximum density of four dwelling units per acre. The purpose of this district is to provide for medium Density single-family residential and multifamily housing usage in the Urban Future Land Use Category.

The property owner has requested the SR land use designation within the City of Eustis. The SR land use provides for residential uses up to 5 du/ac. The requested SR designation permits the commercial, residential, or a mixture of uses and is consistent with the land use designations of adjacent or nearby properties in the City of Eustis.

Analysis of Annexation Request (Ordinance Number 21-27)

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

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

The subject property is located within the Joint Planning Area. Urban services of adequate capacity are available to serve future development, consistent with the requested SR future land use designation. (See public facilities and services analysis under item 5 below).

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

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

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

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

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

The department published notice of this annexation in the Daily Commercial in accordance with the requirements on September 16 and September 23, 2021.

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

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

Annexation of the subject property does not create an enclave, but reduces the size of an existing enclave.

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

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

The department provided notice to the Lake County Board of County Commissioners on September 3, 2021.

Analysis of Comprehensive Plan/Future Land Use Request (Ordinance Number 21-28)

In Accordance with Florida Statutes Chapter 163.3177.9.:

Discourage Urban Sprawl:

Primary Indicators of Sprawl:

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

Review of Indicators

1. *Low Intensity Development:*

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

This indicator does not apply. The parcel is proposed for inclusion as an emergency access for an adjacent development to the west.

2. *Urban Development in Rural Areas:*

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

This indicator does not apply. The site is adjacent to several existing urban to suburban style residential developments, and is located less than two miles from the downtown Eustis core.

3. *Strip or Isolated Development:*

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

This indicator does not apply. The site is adjacent to existing residential and civic development. The proposed designation is consistent with the character of the surrounding area.

4. *Natural Resources Protection:*

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

This indicator does not apply. The property is upland and partially wooded. Subdivision or site plan approval must be obtained before development can begin, and the Comprehensive Plan and the Land Development Regulations include standards for protection of environmentally sensitive lands that would apply should conditions at time of development warrant such protection.

5. *Agricultural Area Protection:*

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

This indicator does not apply. The site is not prime farmland but soils are farmlands of unique importance. However, this is a wooded site completely surrounded by urban development and not suitable for farming.

6. *Public Facilities:*

Fails to maximize use of existing public facilities and services.

This indicator does not apply. City water and sewer is available.

7. *Cost Effectiveness and Efficiency of Public Facilities:*

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

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

8. *Separation of Urban and Rural:*

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

This indicator does not apply. The surrounding land is developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly urban uses.

9. Infill and Redevelopment:

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

This indicator does not apply. The parcel is surrounded by City urban development, future development on this site qualifies as infill development.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. Commercial development to serve the residential population is located in close proximity to the site, and development of this site as part of the adjacent proposed development may encourage additional non-residential development to satisfy demand by new residents.

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

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

12. Open Space:

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

This indicator does not apply. The site provides no functional open space and the site itself is not connected to regionally important open space or is a linkage to such areas.

13. Urban Sprawl:

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

a. Direction of Growth:

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

The site is within an enclave adjacent to existing urban development patterns. The City's CPP and LDR have provisions to protect natural resources and ecosystems at time of subdivision or site plan approval.

b. Efficient and Cost-Effective Services:

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

Upon annexation, water and sewer service are available.

c. Walkable and Connected Communities:

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

The site must meet City LDR's that require connectivity to streets, including pedestrian access.

d. Water and Energy Conservation:

Promotes conservation of water and energy.

When the site is developed, it must meet City development and Florida Building Code standards that will require energy and water efficient appliances.

e. Agricultural Preservation:

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

Not applicable; this site does not support active agricultural or silvicultural activities.

f. Open Space:

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

During the development review process, staff will ensure compliance with minimum open space and park space requirements (if applicable).

g. Balance of Land Uses:

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

The new FLU designation allows for residential use and existing commercial development exists in close proximity to serve the residential population.

h. Urban Form Densities and Intensities:

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

Not applicable.

In Accordance with Comprehensive Plan Future Land Use Element Appendix:

All applications for a Plan amendment relating to the development patterns described and supported within the Plan including, but not limited to, site specific applications for changes in land use designations, are presumed to involve a legislative function of local government which, if approved, would be by legislative act of the City and shall, therefore, be evaluated based upon the numerous generally acceptable planning, timing, compatibility, and public facility considerations detailed or inferred in the policies of the Plan. Each application for an

amendment to the Map #1: 2035 Future Land Use Map by changing the land use designation assigned to a parcel of property shall also be reviewed to determine and assess any significant impacts to the policy structure on the Comprehensive Plan of the proposed amendment including, but not limited to, the effect of the land use change on either the internal consistency or fiscal structure of the Plan.

Major Categories of Plan Policies:

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

1. General Public Facilities/Services:

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

a. Emergency Services Analysis:

The developed areas surrounding the site already receive emergency services. Development of this parcel will increase the efficiency of delivering emergency services. The City has a fire station within 1 mile of the site and another one within 2 miles of the site. As emergency services are already offered to residential developments in the surrounding area, service will become more efficient.

b. Parks & Recreation:

In 2010, the City prepared a Park Inventory and Level of Service Demand and Capacity analysis as part of the Comprehensive Plan Evaluation and Appraisal Report. The results show that a surplus of park area exists up to and beyond the City's population reaching 20,015. Furthermore, the Land Development Regulations require that all new residential subdivision developments incorporate parks for the residents of the development to ensure that the City maintains this level of service.

b. Potable Water & Sanitary Sewer:

Estimated water and sewer demands are based on possible maximum development scenarios. Actual build-out conditions will be determined by final determination of use, residential compatibility, minimum open space requirements and maximum impervious surface area requirements.

WATER

- **Residential**

LOS for water is 140 gcd. A household is defined as 2.51 persons/hh or 351 g/hh. 1 du x 351 g/du = 351 gal/day

SEWER

- **Residential**

LOS for sewer is 120 gcd. 2.51 p/hh x 120 gcd = 301.2

301.2 g/du x 1 du = 301.2 g/d

There is sufficient capacity in both treatment and transmission facilities to meet demand even under a maximum development scenario.

- c. **Schools:**

The Lake County School Board has reviewed the proposed future land use and provided an adequate public facilities determination. If future residential development is proposed, school concurrency review will be required.

- d. **Solid Waste:**

The City contracts with Waste Management for hauling of solid waste. The existing development will need to contract with the City solid waste provider. Serving this property will increase efficiency in delivery of services.

- e. **Stormwater:**

During the subdivision process, the submittal will be required to meet the City's and the SJRWMD's stormwater rules.

- f. **Transportation Network Analysis:**

(Institute of Traffic Engineers Trip Generation Manual, 10th Edition). The following estimates are based on possible maximum development scenarios. Lake Sumter MPO traffic segment analyses already account for existing land uses along the roadways. So, in preparing this analysis, staff used the difference between the maximum number of dwelling units currently allowable under the Lake County designation versus what could be allowed with a Eustis SR future land use:

County Maximum Density: 4 du/ac. x 0.26 ac. = 1 du

City Maximum Density: 5 du/ac x 0.26 ac. = 1 du

No calculation is necessary to determine the difference in residential trips as there is no net increase with the proposed land use designation.

2. Natural Resources/Natural Features:

The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Comprehensive Plan. Specifically each amendment will be evaluated to 1) determine the existence of groundwater recharge areas; 2) the existence of any historical or archaeological sites;

3) the location of flood zones and the demonstration that the land uses proposed in flood-prone areas are suitable to the continued natural functioning of flood plains; and 4) the suitability of the soil and topography to the development proposed.

a. **Ground water recharge areas:**

The site is excessively drained within a low to moderate recharge area of 4 to 8 inches per hour. The stormwater regulations will take this into account at time of development review.

b. **Historical or archaeological sites:**

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

c. **Flood zones:**

The subject property is upland area not located in any flood zone, nor is it adjacent to any other properties that lie substantially within a flood zone.

d. **Soil and topography:**

The site soils are Candler sand, 0 to 5 percent slopes, a nearly level to gently sloping and excessively drained sandy soil. The depth to a restriction or the water table is at 80 inches or more below the surface. Permeability is rapid. While the soil is suited to shallow rooted field and truck crops, it is a 10-acre wooded site surrounded by urban development and not suited to agriculture.

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

3. **Comprehensive Plan Review:**

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

The current Lake County land use designation is Urban Low. The property owner has requested the SR land use designation within the City of Eustis. The evaluation below supports the requested designation.

a. **Review of Surrounding Properties**

The Eustis land use designation to the north is Public Institutional (PI) and does not allow residential uses. It does allow borrow pits and Eustis Public Works Department uses which are the current uses of the property.

The Eustis land use designation to the south and west is Urban Residential (UR). The UR designation is intended to provide for a mix of single-family, apartment, duplex and townhouse-type dwellings in an urban atmosphere, which is its current use.

The County and use designation to the east is Urban Low and developed for single family. As previously stated, this property lies within an enclave that abuts existing City of Eustis urban residential, public institutional and on all but one small remnant side of said enclave which connects to unincorporated Seminole Avenue. The City's form based code allows a mixture of land use designations and relies on the design district standards and development regulations to ensure compatibility with existing development.

b. Comparison of Lake County Development Conditions

Due to the small size of the parcel, there is no difference in development potential between the existing County designation on the parcel versus the proposed Eustis land use.

c. Proposed Residential Land Uses.

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

Not applicable.

d. Proposed Non-Residential Land Uses.

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

Not applicable.

4. Transportation:

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

No change in development potential will be realized.

5. Water Supply:

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

Public utilities and services are available. Refer to 1.c above for more information. The City's adopted Water Supply Plan anticipated additional growth consistent with this development, so both supply and capacity are available.

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

Standards for Review:

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

a. Consistent with Comprehensive Plan:

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

The proposed amendment is consistent with the Comprehensive Plan. See analysis above under item 1.A through D.

b. In Conflict with Land Development Regulations:

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

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

c. Inconsistent with Surrounding Uses:

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

The SR future land use designation is consistent with other land use designations in the area. See also Review of Surrounding Properties under item 3.C. above, which outlines the surrounding designations and demonstrates that the MCR future land use designation is consistent with other properties in this area.

d. Changed Conditions:

Whether there have been changed conditions that justify an amendment.

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

e. Demand on Public Facilities:

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

City water and wastewater services are available to the site along Kurt Street and David Walker Drive. Adequate capacity is available to serve future development consistent with the requested Suburban Residential future land use designation. New neighborhood roads will have sufficient capacity to serve a single-family development on this site. Upon annexation, the City will also provide other services such as fire and police protection, library services, parks, and recreation. The City provides these services to other properties in the area, so efficiency will improve.

f. Impact on Environment:

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

The site is not connected to significant open space. The site is not within the Wekiva Study Area.

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

The site is within an existing enclave contiguous to the City limits and is adjacent to suburban development including other residential developments and civic uses. The requested SR future land use designation, coupled with a Suburban Neighborhood design district designation, provides for a consistent development transect.

g. Public Interest and Intent of Regulations:

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

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

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

The proposed designation would advance the public interest by providing housing options and services, and application of the LDRs to the future development will ensure consistency with the community character and lifestyle.

Other Matters:

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

None.

Analysis of Design District Request (Ordinance Number 21-29):

Form-Based Code:

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

1. *Standard for Review:*

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

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

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

The requested amendment assigns a newly annexed parcel a designation that meets the district pattern and intent (Suburban Neighborhood). The Suburban development pattern and intent, and the Suburban neighborhood definition, structure and form description are stated below. The assignment of a Suburban Neighborhood design district designation is appropriate due to the established and proposed development patterns in the area.

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

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

Design districts – Suburban Neighborhood

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

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

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

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

b. *Section 102-17(a)*

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

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

The assignment of Suburban Neighborhood to this annexation parcel provides a designation that is consistent with the designation assigned to all of the surrounding properties that are within the city limits.

c. **Consistent with Comprehensive Plan:**

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

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

d. **Consistent with Surrounding Uses:**

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

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

e. **Changed Conditions:**

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

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

f. **Public Facilities.**

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

The site is within a relatively compact enclave and this amendment will not change the demand on public facilities. The Future Land Use designation controls the density and intensity permitted on the site, so the Design District map amendment would not result in impacts beyond that already anticipated. Also see analysis of public facilities in above sections of this report.

g. **Impact to Environment:**

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

The proposed Design District designation for this property does not change the development potential of the parcel. Design Districts control the form and function of any development that does occur. The Future Land Use designation

controls the density, intensity and minimum open space permitted on the site, so the Design District amendment would not result in additional impacts on the natural environment. Site plan review for any future development will include environmental review to assess impacts to flora, fauna and wetlands, and provide for protection of sensitive areas.

h. ***Property Values:***

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

This request should not affect property values, because the proposed Design District designation is consistent with the surrounding development patterns and design districts.

i. ***Orderly Development Pattern:***

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

The proposed Design District designation is consistent with the suburban development pattern identified in Section 109-3.1, Figure 1.0- Development Patterns. Assignment of the requested designation will result in a more orderly and logical development pattern; making the designation consistent with the surrounding area designations and established development patterns.

j. ***Public Interest and Intent of Regulations:***

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

The proposed Design District is not in conflict with the public interest and reflects the purpose and intent of the regulations.

k. ***Other Matters:***

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

The City's Land Development Regulations are a form-based code. The Design District designations define the development form, but not the types of land uses, densities, intensities or required open space. The districts, therefore, must be consistent and follow the urban, suburban and rural transect. This request assigns a designation to an annexation parcel.

Applicable Policies and Codes

1. Resolution Number 87-34

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

State law and provide adequate urban services and facilities to serve those areas within the Joint Planning Area.”

2. Florida Statutes Chapter 171.044: Voluntary Annexation:

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

3. Land Development Regulations Section 109-5.5(b)(1):

The Suburban Neighborhood Design District has predominately residential uses with some neighborhood scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.

4. Land Development Regulations Section 109-2.3:

Suburban residential district (SR). Areas designated suburban residential (SR) have a maximum density of five units to one acre. The SR designation is intended to provide for a mix of single-family detached, patio homes and townhouse-type dwellings in a suburban atmosphere.

Fiscal Impact:

The current just value of the subject property is \$7313.00. Based on the current millage rate of 7.581, annexation of the property could increase annual operating revenues by as much as \$55.51 predevelopment.

Alternatives:

1. Approve Ordinance Numbers 21-27 (Annexation), 21-28 (Comp. Plan Amendment), and/or 21-29 (Design District Designation)
2. Deny Ordinance Numbers 21-27, 21-28 and 21-29.

Discussion of Alternatives:

Alternative 1 approves the Ordinances.

Advantages:

- The action would be consistent with the expansion plans for the City in accordance with the adopted Eustis Planning Area.
- Annexation would increase the tax base of the City and increase the annual operating revenues.
- The City would have a more compact service area for utilities, police, and fire to increase efficiency and level of service. A more compact service area can reduce the overall per capita cost of providing urban services.
- The applicant can move forward with submitting a Phase II plan for the Royal Brother Subdivision to provide the required emergency access point on the subject lot.

- The land use change and design district assignment are consistent with the proposed use of the property and the nature of the surrounding area.
- The action could encourage additional development and/or annexations in that area.

Disadvantages:

- There are no disadvantages.

Alternative 2 denies the Ordinances.

(If Ordinance Number 21-27 is denied, the Commission cannot approve Ordinance Numbers 21-28 and 21-29.)

Advantages:

- The City would not have to provide services to the subject property.
- The Commission could consider a different Land Use or Design District designation for the property.

Disadvantages:

- Denying annexation would create a gap in the City's natural growth boundary as defined by the Eustis Planning Area.
- The action would eliminate the potential for increased operating revenue and the subject property would continue to receive the indirect benefits of City services that are provided to adjacent properties without paying City taxes.
- The City would continue to experience gaps in its service area causing service inefficiency and confusion regarding City boundaries.
- The property could remain unutilized, and would not be available for the emergency access point for the adjacent subdivision.
- The City could lose an economic development opportunity.

Community Input

The department has notified surrounding property owners within 500 feet of the site; placed the proper legal advertisements in the newspaper; and the applicant posted the site. As of September 17, the department received one inquiry seeking clarification of the request. Additional opportunity for public input will be provided at the LPA meeting on September 23 and at the September 23 and October 7, 2021 City Commission meetings.

Budget / Staff Impact:

Based on the current assessment and millage rate, the City can anticipate approximately \$55.51 annually in additional operating revenue, predevelopment. There would be no direct costs to the City beyond the normal City services. There would be no additional staff time beyond the normal review process.

Prepared By:

Lori Barnes, AICP, Development Services Director

Attachments:

Ordinance Number 21-27, Exhibit A: Location Map
Ordinance Number 21-28, Exhibit A: Land Use Map

Ordinance Number 21-29, Exhibit A: Design District Map

ORDINANCE NUMBER 21-27

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA,
VOLUNTARILY ANNEXING APPROXIMATELY 0.26 ACRES OF REAL PROPERTY
ON THE WEST END OF W. SEMINOLE AVENUE.**

WHEREAS, Royal Brothers, the legal owner of record, has made application for voluntary annexation of approximately 0.26 acres of real property located on the west end of W. Seminole Avenue, more particularly described as:

Parcel Alternate Key: 1216834 Parcel Identification Number: 15-19-26-0004-000-02500

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15 N00°42'36"W, A DISTANCE OF 495.78 FEET; THENCE DEPART SAID EAST LINE S89°17'24"W, A DISTANCE OF 663.17 FEET TO THE SOUTHEAST CORNER OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 EAST AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE SOUTH LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 S89°55'06"W, A DISTANCE OF 65.93 FEET; THENCE ALONG THE WEST LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 N00°31'51"W, A DISTANCE OF 173.00 FEET TO A POINT ON THE NORTH LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG THE NORTH LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 N89°59'35"E, A DISTANCE OF 66.14 FEET TO A POINT ON EAST LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG SAID EAST LINE OF SAID EAST 66 FEET OF THE NORTH 173 FEET S00°27'40"E, A DISTANCE OF 172.92 FEET TO THE POINT OF BEGINNING.

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

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

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

WHEREAS, on September 23, 2021 the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on October 7, 2021, the City Commission held the 2nd Public Hearing to consider the voluntary annexation of the property contained herein

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

SECTION 1.

That pursuant to, and under the authority of, Florida Statute 171.044, the City of Eustis, Lake County, Florida, does hereby annex and amend the municipal boundaries to include approximately 0.26 acres of real property, as described above.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

That this Ordinance shall become effective upon passing.

SECTION 7.

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

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7^h day of October, 2021.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for 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

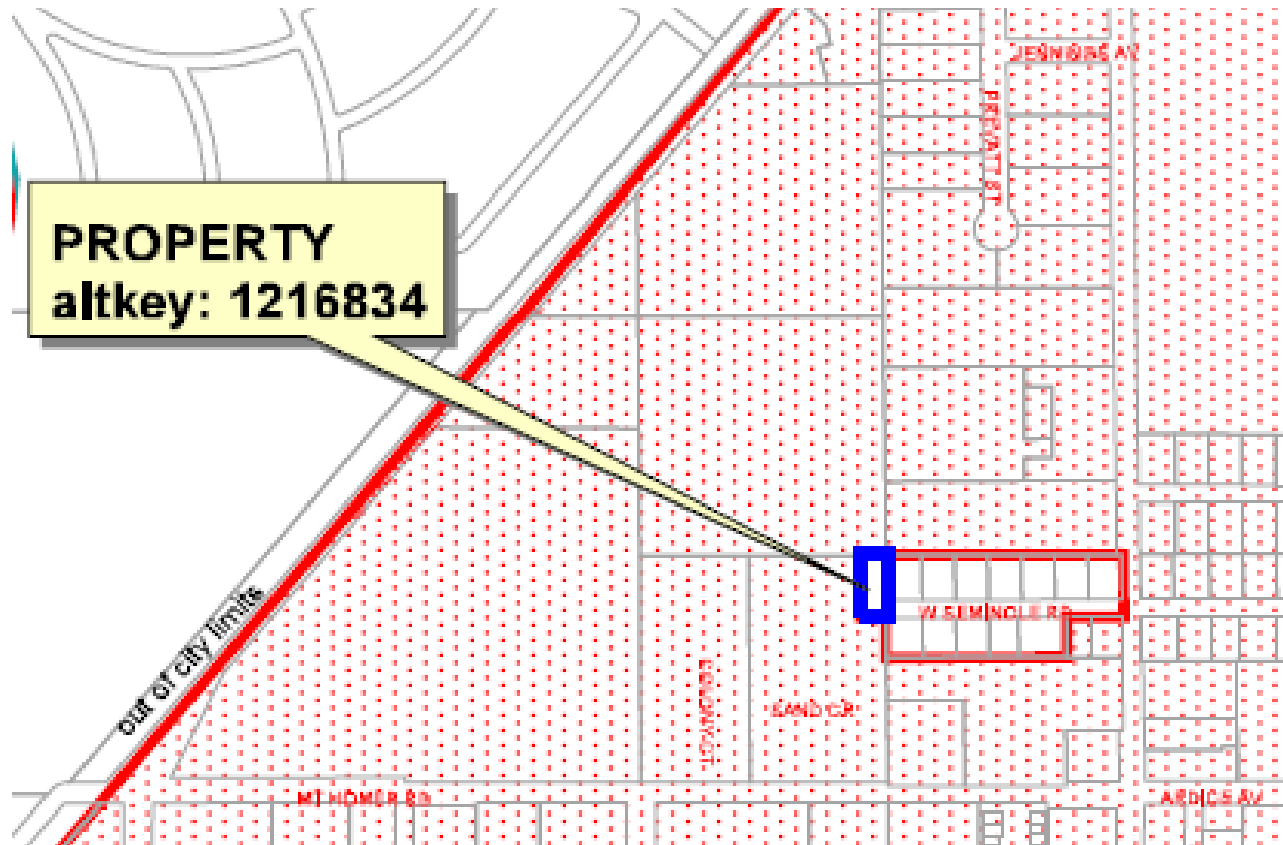
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-27 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.

Mary C. Montez, City Clerk

EXHIBIT A



ORDINANCE NUMBER 21-28

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 0.26 ACRES OF RECENTLY ANNEXED REAL PROPERTY ON THE WEST END OF W. SEMINOLE AVENUE FROM URBAN LOW IN LAKE COUNTY TO SUBURBAN RESIDENTIAL (SR) IN THE CITY OF EUSTIS.

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

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

WHEREAS, the City of Eustis periodically amends its Comprehensive Plan in accordance with Chapter 163.3184, 163.3187 and 163.3191, Florida Statutes; and

WHEREAS, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on 0.26 acres of property on the west end of W. Seminole Avenue), and more particularly described herein; and

WHEREAS, on September 23, 2021, the Local Planning Agency held a Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

WHEREAS, on September 23, 2021, the City Commission held the 1st Adoption Public Hearing to accept the Local Planning Agency's recommendation to adopt the Small-Scale Future Land Use Amendment contained herein; and

WHEREAS, on October 7, 2021, the City Commission held the 2nd Adoption Public Hearing to consider the adoption of the Small-Scale Future Land Use Amendment contained herein;

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

SECTION 1.

Land Use Designation: That the Future Land Use Designation of the real property as described below and shown on Exhibit A shall be changed from Urban Low in Lake County to Suburban Residential (SR) within the City of Eustis:

Parcel Alternate Key: 1216834 Parcel Identification Number: 15-19-26-0004-000-02500

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15 N00°42'36"W, A DISTANCE OF 495.78 FEET; THENCE DEPART SAID EAST LINE S89°17'24"W, A DISTANCE OF 663.17 FEET TO THE SOUTHEAST CORNER OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 EAST AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE SOUTH LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF

THE SOUTHEAST 1/4 OF SAID SECTION 15 S89°55'06"W, A DISTANCE OF 65.93 FEET; THENCE ALONG THE WEST LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 N00°31'51"W, A DISTANCE OF 173.00 FEET TO A POINT ON THE NORTH LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG THE NORTH LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 N89°59'35"E, A DISTANCE OF 66.14 FEET TO A POINT ON EAST LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG SAID EAST LINE OF SAID EAST 66 FEET OF THE NORTH 173 FEET S00°27'40"E, A DISTANCE OF 172.92 FEET TO THE POINT OF BEGINNING. Section 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of October 2021.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for 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.

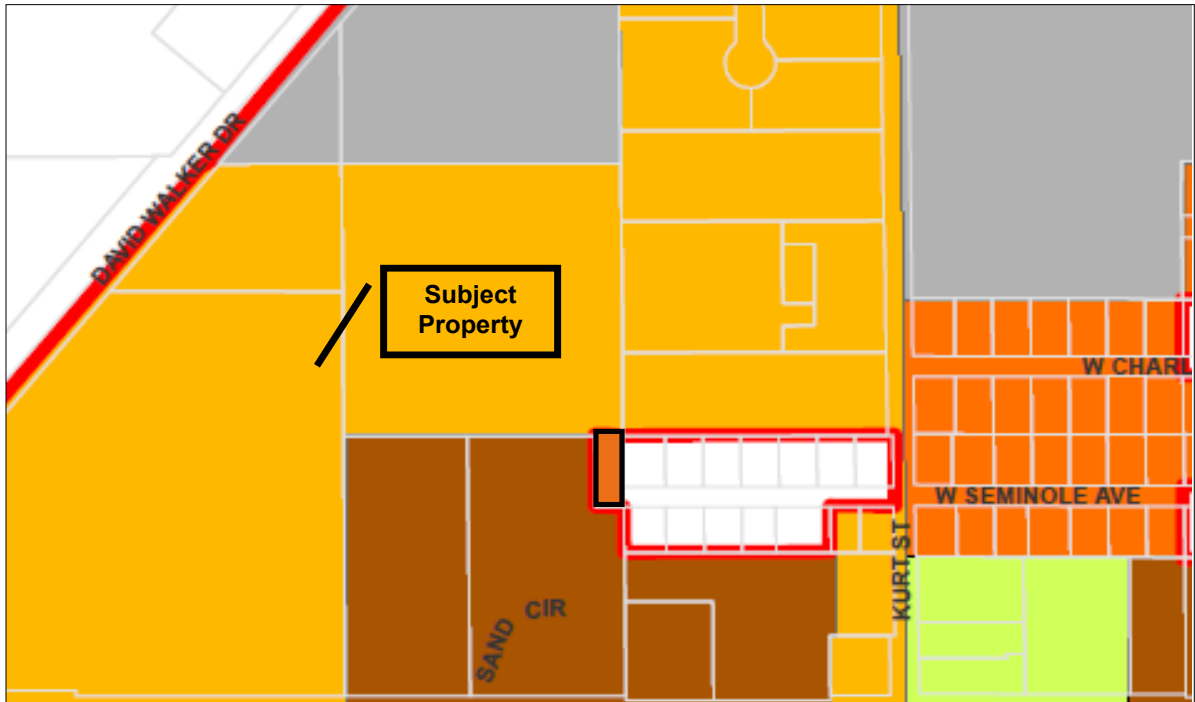
City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-28 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.

Mary C. Montez, City Clerk

Exhibit A



ORDINANCE NUMBER 21-29

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 0.26 ACRES OF RECENTLY ANNEXED REAL PROPERTY ON THE WEST END OF W. SEMINOLE AVENUE.

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Suburban Neighborhood to approximately 4.69 acres of recently annexed real property further described below, and

WHEREAS, on September 23, 2021, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on October 7, 2021 the City Commission held the 2nd Public Hearing to consider the adoption of the Design District Amendment contained herein;

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

Section 1. Design District Designation

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

Parcel Alternate Key: 1216834 Parcel Identification Number: 15-19-26-0004-000-02500

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 15 N00°42'36"W, A DISTANCE OF 495.78 FEET; THENCE DEPART SAID EAST LINE S89°17'24"W, A DISTANCE OF 663.17 FEET TO THE SOUTHEAST CORNER OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 EAST AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE SOUTH LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 S89°55'06"W, A DISTANCE OF 65.93 FEET; THENCE ALONG THE WEST LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 N00°31'51"W, A DISTANCE OF 173.00 FEET TO A POINT ON THE NORTH LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15; THENCE ALONG THE NORTH LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15 N89°59'35"E, A DISTANCE OF 66.14 FEET

TO A POINT ON EAST LINE OF THE EAST 66 FEET OF THE NORTH 173 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION15; THENCE ALONG SAID EAST LINE OF SAID EAST 66 FEET OF THE NORTH173 FEET S00°27'40"E, A DISTANCE OF 172.92 FEET TO THE POINT OF BEGINNING.

Section 2. Map Amendment

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

Section 3. Conflict

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

Section 4. Severability

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

Section 5. Effective Date

That this Ordinance shall become effective upon annexation of the subject property through approval of Ordinance Number 21-27.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of October 2021.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 7th day of October, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for 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

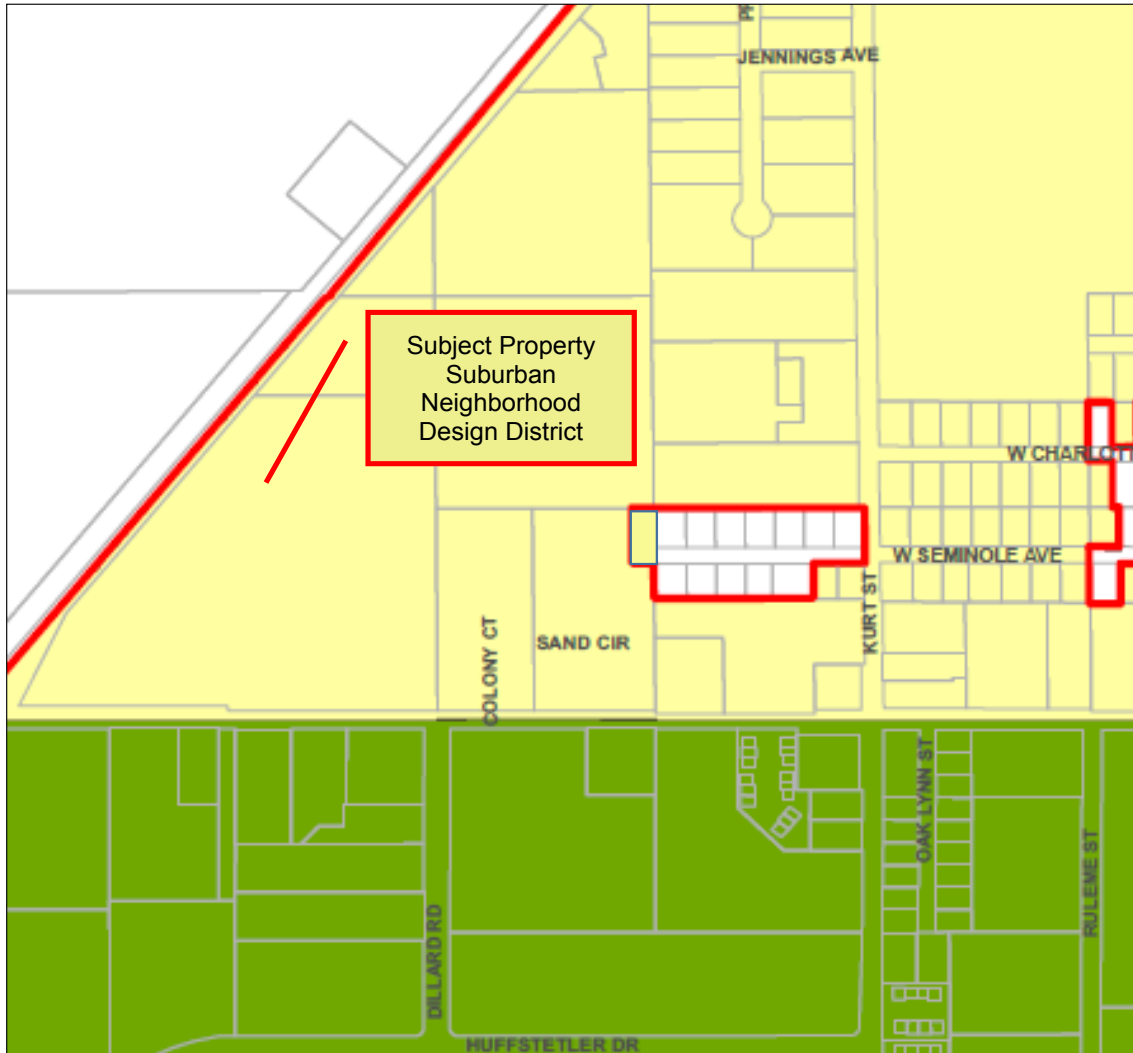
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-29 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.

Mary C. Montez, City Clerk

Exhibit A





City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Bill Howe, Acting City Manager
DATE: October 7, 2021
RE: APPOINTMENT OF A CRA REVIEW COMMITTEE AND DISCUSSION OF PROCESS

Introduction:

The City Commission has expressed an interest in forming a committee to discuss the vision for the Community Redevelopment Area (CRA).

Background:

See attached Staff Report.

Attachments:

[Staff Report - Review of the Community Redevelopment Area](#)

Reviewed by:

Bill Howe, Acting City Manager	None
Mary Montez, City Clerk	None



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: BILL HOWE, ACTING CITY MANAGER

DATE: OCTOBER 7, 2021

RE: APPOINTMENT OF A CRA REVIEW COMMITTEE AND DISCUSSION OF PROCESS

Introduction:

The City Commission has expressed an interest in forming a committee to discuss the vision for the Community Redevelopment Area (CRA).

Background:

At the September 23, 2021 City Commission meeting, the City Commission discussed reviewing the vision of Downtown Eustis and the entire CRA. Part of that discussion included the formation of a group to assist with the review of the CRA. It was proposed that each Commissioner nominate a member of the public to serve on that group.

Staff is also seeking direction on the process of that review. This review can take place as part of a workshop, an extended CRA meeting, a special meeting of the review committee, as a series of meetings, or as some combination of these.

To assist in this review, staff will send via email and hard-copy a series of documents related to the CRA. These include the original 1990 Redevelopment Plan, the 2002 Redevelopment Plan Update, the 2008 Downtown Plan (with accompanying 1-page plan summary), the 2009 East CRA Master Plan summary, the 2016 Redevelopment Plan, the 2018 Boundary Expansion Finding of Necessity, and the 2018 Boundary Expansion Plan. Additionally, staff is providing a presentation on the East CRA Master Plan Presentation (February 24, 2009), results of a public input exercise and accompanying online survey results from June 2017, a breakdown of CRA expenses from 2016 to 2021, and a CRA taxable value analysis from tax year 2020.

Budget and Staffing Impact:

Staff will be involved in facilitating the review process. Additionally, the review process may prompt future budget priorities, but it is not possible to estimate those impacts at this time.

Prepared by:

Tom Carrino, Economic Development Director

Documents Sent to Commission via Email and Hard-copy

1990 Redevelopment Plan

2002 Redevelopment Plan Update

2008 Downtown Plan (with accompanying 1-page plan summary)

2009 East CRA Master Plan summary

2016 Redevelopment Plan

2018 Boundary Expansion Finding of Necessity

2018 Boundary Expansion Plan.

East CRA Master Plan Presentation (February 24, 2009)

Results of a public input exercise and accompanying online survey results from June 2017

Breakdown of CRA expenses from 2016 to 2021

CRA taxable value analysis from tax year 2020.



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Bill Howe, Acting City Manager
DATE: October 7, 2021
RE: DIRECTION ON NEGOTIATING AN AGREEMENT WITH THE ATRIUM MANAGEMENT TEAM FOR THE SALE AND REDEVELOPMENT OF THE FORMER FLORIDA HOSPITAL WATERMAN SITE

Introduction:

Staff is seeking direction from the City Commission on specific issues and negotiating points to modify a draft agreement and conceptual plan for the redevelopment of the former Florida Hospital Waterman site.

Background:

See attached Staff Report.

Attachments:

[Staff Report - Direction on Negotiating an Agreement with Atrium ADA](#)
[Change-Pro Redline - Waterman Square Development Agreement-10859867-v11 and](#)
[Waterman Square Development Agreement-10859867-v12](#)
[Parking Facility Easement Agreement Final Draft](#)

Reviewed by:

Bill Howe, Acting City Manager	Pending
Mary Montez, City Clerk	None



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: BILL HOWE, ACTING CITY MANAGER

DATE: OCTOBER 7, 2021

RE: DIRECTION ON NEGOTIATING AN AGREEMENT WITH THE ATRIUM
MANAGEMENT TEAM FOR THE SALE AND REDEVELOPMENT OF THE
FORMER FLORIDA HOSPITAL WATERMAN SITE

Introduction:

Staff is seeking direction from the City Commission on specific issues and negotiating points to modify a draft agreement and conceptual plan for the redevelopment of the former Florida Hospital Waterman site.

Background:

At the September 9, 2021 Community Redevelopment Agency meeting, staff presented a draft agreement with Atrium Management Company for the redevelopment of the former Florida Hospital Waterman site. While a motion was made for approval, the resolution died for lack of a second.

On September 23, 2021, the City Commission provided direction to continue negotiations with the Atrium team. Staff is seeking input from Commissioners on specific issues and negotiating points to include when negotiating with the Atrium team. Aside from a discussion at the October 7 City Commission meeting, staff and/or the developer are willing to meet with Commissioners to discuss the project.

In September 2020, the CRA purchased the three blocks that were formerly occupied by Florida Hospital Waterman. On September 21, 2020, the City/CRA issued Request for Proposals (RFP) No. 009-20 – 4.8 Acre Redevelopment Opportunity in Downtown Eustis. The RFP was advertised in the Daily Commercial, posted on DemandStar (a bid and RFP service), and sent directly to 50 interested parties. The team of Atrium Management Company & PRN Real Estate & Investments, LTD was the sole respondent to the RFP.

A selection committee including the City Manager, Development Services Director, Public Works Director, Finance Director, and Economic Development Director reviewed the developer's response with the entire process being facilitated by the Director of

Purchasing. The selection committee met to discuss the proposal and interact with the proposed development team at public meetings on December 14, 2020 and January 14, 2021. At the January 14 meeting, the consensus of the selection committee was to invite the proposed development team to make a presentation to the CRA Board. The committee also recommended that the CRA Board authorize staff to further explore the proposed project and negotiate developer agreements and/or purchase agreements to facilitate the redevelopment of the property. On February 4, 2021, the CRA Board unanimously authorized staff to negotiate exclusively with the Atrium Management team on a development and purchase agreement for the former Waterman site.

Staff worked with the Atrium Management team and their representatives to negotiate a draft Eustis Development and Acquisition Agreement and a Parking Facility Easement Agreement. Those agreements were presented at public meetings on August 19, August 26, September 7, and September 9. At the September 7 Community Meeting, several suggested modifications were made that were eventually incorporated into the agreement for consideration on September 9. While a motion was made to approve the agreements on September 9, the motion died for lack of a second.

On September 23, 2021, the Eustis City Commission directed staff to continue negotiating an agreement for sale and redevelopment of the site with the Atrium team. Below is a summary of the Eustis Development and Acquisition Agreement and the Parking Facility Easement Agreement. This summary and the attached draft agreements are provided for Commission review.

Proposed Project

- Phase 1 – Five-story mixed-use apartment building with a minimum of 75 apartments and a minimum of 6,000 sf of commercial space. A food hall with a minimum of 8,000 sf. Estimated cost of \$14,038,000.
- Phase 2 – A parking garage lined with first floor commercial and potentially live-work space. Estimated cost of \$11,095,900.
- Phase 3 – Approximately five-story mixed-use apartment building with up to 180 apartments with first floor commercial space. Estimated cost of \$25,564,000.
- Phase 4 – Approximately four-story hotel with approximately 60 guest rooms. Estimated cost of \$15,000,000.
- Total Estimated cost of \$65,697,900.

Proposed Project Timeline

- 2021 – Due diligence, entitlements, close on Phase 1 Parcel, permitting.
- 2022 – Proposed Phase 1 construction.
- 2023 – Proposed Phase 1 completion.
- 2024 – Proposed Phase 1 Operation. Potentially close on Parcel 2 and 3.
- 2025 – Potential Phase 2 and 3 construction, but not required per agreement until 2027.
- 2026 – Potential Phase 2 and 3 completion, but not required per agreement until 2027.

- 2027 – Deadline to close on Parcel 2 and 3. Deadline to commence construction on hotel.

Price of Land

- CRA to invest Phase 1 parcel at no cost (\$1,000,000 value).
- Developer to provide a performance bond to ensure completion of the project and guarantee tax increment for the CRA.
- Price set for Parcels 2 and 3 at \$1,500,000 each or \$3,000,000 total.
- Developer will pay a total of \$30,000 annually in non-refundable deposit every year through 2024 for Parcels 2 and 3.
- If necessary, in 2025, 2026, and 2027, the developer will pay \$50,000 annually in non-refundable deposit.

Incentives

- Parcel 1 at no cost (\$1,000,000 value).
- Developer will get 64 spaces in the Lake Mechanical garage (estimated value of approximately \$1,280,000)
- If the developer moves forward with Phase 2 and 3, developer will receive up to \$4,720,000 net from the CRA toward the Phase 2 parking garage.
- Limited to \$20,000 per space.
- Total of \$6,000,000 less \$1,280,000 credit for developer's 64 spaces in the Lake Mechanical garage.

Other Terms

- The development entity is Waterman Square LLC.
- The City's liability is limited to its specific responsibilities under the agreement.
- Developer has until December 31, 2027 to close on Parcels 2 and 3.
- If the developer does not commence construction of a hotel by December 31, 2027, the CRA can recapture the land where the hotel would have been located at no cost.
- Developer will develop a conceptual master plan and a Project PUD consistent with City LDR's and comprehensive plan. The City will explore transfer of development rights to support proposed densities.
- Developer has a 120-day feasibility period and 275 days to secure entitlements.
- Sale includes all impact fee credits.
- The developer needs written permission to transfer or assign the agreement unless it is being assigned to an entity controlled by Atrium Management or PRN Real Estate & Investments.
- Developer will own and operate the parking garage on Parcel 2.
- Phase 2 garage will be open to the public at no charge, except spaces for residential tenants (added in response to September 7 Community meeting).
- The project will not be funded by low-income or federal tax credits (added in response to September 7 Community meeting).

- Developer shall require its contractor to use qualified, competitive, local sub-contractors and vendors (added in response to September 7 Community meeting).

Exhibit G of the Eustis Development and Acquisition Agreement also lays out the Parking Facility Easement Agreement that would be executed upon closing of the Phase 1 parcel. As that agreement is solely with the City of Eustis, it does not need to be approved by the CRA. Below is a summary of that agreement.

Parking Agreement

- City will provide 64 spaces to the developer in perpetuity in the Lake Mechanical garage to serve Phase 1 of the Atrium project.
- The garage will be completed by an agreed upon date. Proposed at 20 months from the signing of the Eustis Development and Acquisition Agreement.
- The City will maintain the garage with the exception of access control gates and elevator access control.
- The 64 spaces assigned to the developer will be on the top floor of the facility.
- The developer needs written permission to transfer or assign the agreement unless it is being assigned to an entity controlled by Atrium Management, PRN Real Estate & Investments, or the owner of any portion of the Phase 1 project.

Community Input:

There have been numerous opportunities for public input on the former Florida Hospital Waterman site. It is anticipated there will be future opportunities for public input as the agreements and project move forward.

Budget and Staffing Impact:

Below is an analysis of the agreements as originally proposed.

The CRA paid \$3,000,000 to acquire the subject property. The debt service on the acquisition comes to approximately \$200,000 annually. While the agreement does give the land for Phase 1 at no cost, if the developer moves forward with Phases 2 and 3, the purchase price of Parcels 2 and 3 is set at \$3,000,000, which covers the entire original purchase price for all three blocks.

The agreement also calls for a total of \$6,000,000 to support parking for the project. The parking agreement provides 64 spaces for the developer in the City's proposed garage on the Lake Mechanical lot at a value of \$1,280,000. If the developer moves forward with Phases 2 and 3, the agreement sets the CRA commitment to the Atrium Phase 2 parking garage at up to \$4,720,000. The CRA would borrow the \$4,720,000 at approximately 3% interest for 20 years, which puts the annual debt service at approximately \$315,000.

On the revenue side, Phase 1 of the project is estimated to generate approximately \$160,000 in new annual CRA revenue, while the entire project is estimated to generate almost \$750,000 for the CRA annually. In addition to CRA revenue, the project will also generate general fund revenue (sales tax, utility tax, and franchise fees) and

water/sewer revenue. It is estimated that Phase 1 will generate over \$41,000 annually in general fund revenue and over \$102,000 annually in water/sewer revenue. The entire project is estimated to generate almost \$150,000 annually for the general fund and over \$385,000 annually in water/sewer revenue.

Using these revenues, it is possible to calculate the payback period for the proposed incentives. The agreement delivers Parcel 1 to the developer at no cost (value of \$1,000,000). The estimated CRA revenue as a result of Phase 1 is approximately \$160,000 annually with over \$41,000 annually in general fund revenue and over \$102,000 annually in water/sewer revenue. If the developer closes on Parcel 1, the Phase 1 revenue is guaranteed through the performance bond. The payback period for the \$1,000,000 in land is 6.25 years using just CRA revenue and 3.3 years when factoring in all revenue sources.

The incentive to support parking is a total of \$6,000,000, which is made up of 64 parking spaces (valued at \$1,280,000) and up to \$4,720,000 in CRA support for the Atrium Phase 2 parking garage. Combining land and parking support, the total incentive package for the project is \$7,000,000. Total revenue for the project includes almost \$750,000 annually for the CRA, almost \$150,000 annually for the general fund, and over \$385,000 annually in water/sewer revenue. The payback period for the entire project is 9.35 years for the CRA and 5.45 years when factoring in all revenue sources.

Prepared by:

Tom Carrino, Economic Development Director

Attachments

Eustis Development and Acquisition Agreement
Parking Facility Easement Agreement

EUSTIS DEVELOPMENT AND ACQUISITION AGREEMENT

THIS EUSTIS DEVELOPMENT AND ACQUISITION AGREEMENT (the “Agreement”) is entered into as of the ____ day of _____, 2021 (the “Effective Date”), by and between _____, a _____ (“Developer”), the CITY OF EUSTIS, a Florida municipal corporation (the “City”), and the DOWNTOWN AND EAST TOWN REDEVELOPMENT AGENCY (the “CRA”) (with Developer, the City and the CRA being collectively referred to as the “Parties” and sometimes referred to individually as a “Party”).

RECITALS

WHEREAS, the CRA owns the property generally bounded by Clifford Avenue on the north, North Grove Street on the east, East Magnolia Avenue on the south, and North Bay Street on the west, containing approximately 4.8 acres and described in Exhibit “A” attached hereto (the “Property”); and

WHEREAS, the City and the CRA issued a notice requesting proposals for the sale of the Property to a developer for the redevelopment of the Property which would provide commercial, residential and hotel uses (collectively, the “Project”), and after reviewing the proposals and qualifications for a developer of the Project, the City and the CRA selected Developer; and

WHEREAS, the City, the CRA and Developer desire to enter into this Eustis Development and Acquisition Agreement to establish the terms and conditions under which the Parties will (i) engage in the feasibility analysis, master planning, due diligence, development approvals, permitting and approval process, and establishment of development and design guidelines and standards for the Project, and (ii) proceed with the acquisition, development and construction of the Property for the Project by Developer, all as more particularly set forth below; and

WHEREAS, the City and the CRA deem the sale and development of the Property to be a proper public purpose, and that said sale and development will achieve important City and CRA objectives such as stimulating economic development in the City, increasing property values and ad valorem taxes, and creating jobs, and that the Property is surplus real property; and

WHEREAS, the City and the CRA are authorized to enter into this Agreement; and

WHEREAS, the City and the CRA hereby find that this Agreement is in the best interests of its citizens; and

WHEREAS, Developer, the City and the CRA are in voluntary agreement with the conditions, terms and restrictions hereinafter recited, and have agreed voluntarily to their imposition as an incident to the development of the Property.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

PART 1 – GENERAL

1.1 Recitals; Exhibits; Definitions. The above Recitals are true and correct, are incorporated herein by reference and form a material part of this Agreement. The Exhibits attached to this Agreement are incorporated herein by reference and form a material part of this Agreement. Unless otherwise specifically defined in this Agreement, words and terms used in this Agreement shall have the same meaning and definition as in the City’s Code of Ordinances and/or Land Development Regulations. For the purposes of this Agreement, the following definitions will apply:

(a) “Applicable Law” shall mean (x) any statute, law, treaty, rule, code, ordinance or regulation within the jurisdiction of the Governmental Authority promulgating the same, including the ADA and Environmental Laws, that is applicable to the Project or to Persons, facilities or activities within the Project (including, without limitation, the City’s Code of Ordinances and the City’s Land Development Regulations); or (y) any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority with respect to any of the foregoing, the enforceability of which has not been stayed or appealed.

(b) “Base Property Condition” shall mean the condition of the Property as reflected in the Property Reports (defined in Section 1.1(x)), Due Diligence Reports (defined in Section 4.4), and Permitted Exceptions (defined in Section 1.1(v)).

(c) “Changed Conditions” shall mean that conditions of a Takedown Parcel differ from the Base Property Condition thereof, normal wear and tear excepted, and that such different or changed conditions materially and adversely affect the intended development and use of the Takedown Parcel.

(d) “Closing” shall mean the consummation of a Takedown transaction pursuant to which the CRA conveys a Parcel to Developer, in accordance with Part 4 hereof. A Closing may also be referred to as a “Takedown Closing”.

(e) “Comprehensive Plan” shall mean the plan adopted by the City pursuant to Florida Statutes Sections 163.3177 and 163.3178, as the same may be amended from time to time.

(f) “Conceptual Master Plan” shall mean the conceptual master development plan for the Project attached hereto as Exhibit “B”, as the same may be amended from time to time or superseded by a final master plan if approved by the City.

(g) “County” shall mean Lake County, Florida, a political subdivision of the State of Florida.

(h) “Earnest Money Deposit” shall mean the Periodic Earnest Money Deposits and/or the Extension Fee(s), collectively and as applicable, together with all interest earned thereon.

(i) “Entitlements” shall mean the Project PUD, the Comp Plan Amendment, the PSP and the Site Plan, collectively (all as defined in Section 2.2).

(j) “Environmental Laws” shall mean all laws, including any consent decrees, settlement agreements, judgments, or orders, issued by or entered into with a Governmental Authority, pertaining or relating to: (w) pollution or pollution control; (x) protection of human health or the environment; (y) the presence, use, management, generation, processing, treatment, recycling, transport, storage, collection, disposal or release or threat of release of Hazardous Materials; and (z) the protection of endangered or threatened species.

(k) “Escrow Agent” means Lowndes, Drosdick, Doster, Kantor & Reed, P.A., 215 North Eola Drive, Orlando, Florida 32801, Attention: Rebecca Wilson, Esquire. The Escrow Agent also shall serve as the closing agent for the Closings.

(l) “Extension Fee” means a payment by Developer to the Escrow Agent, at Developer’s option, to extend either (i) a development deadline pursuant to Section 3.1 or Section 3.4 of this Agreement, or (ii) a Closing Date pursuant to Section 5.1 of this Agreement. Any Extension Fee paid by Developer shall be non-refundable once paid except in the event of a default by either the City or the CRA or as otherwise specifically set forth in this Agreement, but all Extension Fees shall be applicable to a purchase price hereunder.

(m) “Feasibility Period” shall mean the period of time commencing on the first (1st) business day after the Effective Date and terminating one hundred twenty (120) days thereafter.

(n) “Final Plat” shall mean a final, recorded subdivision plan for one or more Parcels if approved in accordance with Section 102-26 of the Land Development Regulations.

(o) “Force Majeure” shall mean the occurrence of any of the following: acts of God; acts of the public enemy; the confiscation or seizure by any Government Authority; insurrections; wars or war-like action (whether actual or threatened); arrests or other restraints of government (civil or military); strikes, labor unrest or disputes (in each case without regard to the reasonableness of any Party’s demands or ability to satisfy such demands); unavailability of or delays in obtaining labor or materials; pandemics or epidemics; landslides, lightning, earthquakes, fires, hurricanes, storms, floods or other severe weather; explosions; civil disturbance or disobedience; riot, sabotage, terrorism or threats of sabotage or terrorism; injunctions; other governmental action or change in law which prohibits or materially interferes with development or construction of the Project; power failure; or other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable control of the Party claiming the right to delay or excuse performance on account of such occurrence. Notwithstanding the foregoing, for purposes of this Agreement, no action of any Governmental Authority shall, as applied to the CRA in its capacity as owner of any Parcel or as a Party and as applied to the City in its capacity as a Party (and provided such action of the CRA or the City is in its proprietary

capacity as opposed to its regulatory capacity), be considered governmental actions that excuse or may permit delay in performance by the CRA or the City, and “Force Majeure” shall not include an inability to pay debts or other monetary obligations in a timely manner.

If a Party determines, in good faith, that the performance of its duties or obligations under this Agreement in a timely manner is or will be barred or rendered reasonably impracticable as a result of a Force Majeure event, such Party shall give the other Parties prompt written notice thereof, whereupon the notifying Party shall be afforded a reasonable extension of the relevant time otherwise designated (which extension of the relevant time shall equal at least twice the duration of the Force Majeure event). Notwithstanding the foregoing, unless otherwise set forth in this Agreement to the contrary, a Party shall not be excused from any duties, obligations or deadlines under this Agreement merely due to financial hardship, lack of demand or economic downturns. Any extension of relevant time as a result of Force Majeure shall be memorialized by the Parties in writing.

(p) “Governmental Authority(ies)” shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, authorities, offices, divisions, subdivisions, departments or bodies of any nature whatsoever and any and all governmental units (federal, state, county, municipality or otherwise) whether now or hereafter in existence. The term “Governmental Authorities” shall include, without limitation, the City, the CRA, the County, the St. Johns River Water Management District (“SJRWMD”), and the Florida Department of Transportation (“FDOT”). Notwithstanding the foregoing, for purposes of this Agreement: (x) the CRA, acting in its capacity as owner of the Property or as a Party to this Agreement, shall not be considered a Governmental Authority; and (y) the City, in the proper exercise of its policy powers, shall be considered a Governmental Authority.

(q) “Hazardous Materials” means all toxic or hazardous materials, chemicals, wastes, pollutants or similar substances, including, without limitation, Petroleum (as hereinafter defined), asbestos insulation and/or urea formaldehyde insulation, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, regulation or ordinance currently in existence or hereafter enacted or rendered, including, but not limited to, those materials or substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “pollutants” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., and any applicable statutes, ordinances or regulations under the laws of the State in which the Property is located, and any rules and regulations promulgated thereunder, all as presently or hereafter amended. “Petroleum” for purposes of this Agreement shall include, without limitation, oil or petroleum of any kind and in any form

including but not limited to oil, petroleum, fuel oil, oil sludge, oil refuse, oil mixed with other waste, crude oil, gasoline, diesel fuel and kerosene.

(r) “Initial Takedown Parcel” shall mean Developer’s initial takedown and acquisition of both the Phase 1 Parcel and the Phase 4 Parcel pursuant to Section 3.1 and Part 4 of this Agreement.

(s) “Parcel” shall mean any of the Phase 1 Parcel, the Phase 2 Parcel, the Phase 3 Parcel and/or the Phase 4 Parcel. Each of the Parcels constitutes a portion of the Property, and each of the Parcels is described in Exhibit “A” attached hereto.

(t) “Periodic Earnest Money Deposit(s)” shall mean the annual earnest money deposit(s) to be delivered by Developer to Escrow Agent pursuant to Section 4.3 of this Agreement, together with all interest earned thereon.

(u) “Permits” means all permits, consents, approvals, authorizations, variances, waivers, certificates and approvals from all Governmental Authorities, utility companies and any other Person which are required for the planning, design, construction, furnishing, completion, use and occupancy of the Project and/or a Takedown Parcel, as the case may be and the context may require. Notwithstanding the foregoing, the term “Permits” shall specifically exclude the Entitlements.

(v) “Permitted Exceptions” shall mean those matters of title listed on Exhibit “C” attached hereto, together with those matters of title either approved or waived by Developer pursuant to Sections 4.5 and 4.6 of this Agreement.

(w) “Person” shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body, authority, governmental unit or other entity, as applicable.

(x) “Property Reports” shall mean the studies, reports, analyses and other information relating to the Property delivered by the City and/or the CRA to Developer pursuant to Section 4.4 below, which Property Reports are listed on Exhibit “D” attached hereto.

(y) “PSP” shall mean the preliminary subdivision plan for the Initial Takedown Parcel pursuant to Chapter 102 of the City’s Land Development Regulations (including any waivers necessary in connection therewith).

(z) “Project PUD” shall mean the planned unit development for the Property and the Project.

(aa) “Site Plan” shall mean the final site plan for the development of the Initial Takedown Parcel pursuant to Chapter 102 of the City’s Land Development Regulations (including any waivers necessary in connection therewith).

(bb) “Takedown” shall mean Developer’s election to acquire a Parcel in accordance with the terms and conditions of this Agreement, exercised by Developer delivering a Takedown Notice to the City and the CRA.

(cc) “Takedown Notice” shall mean the written notice of a Takedown delivered by Developer to the City and the CRA in accordance with the terms and conditions of this Agreement, which Takedown Notice shall identify the Parcel(s) which is/are the subject of the Takedown Notice and which Developer intends to acquire as provided herein. The Parcel(s) which is/are the subject of a Takedown Notice are sometimes referred to as the “Takedown Parcel”.

(dd) “Takedown Schedule” shall mean the schedule and required timing for the acquisition and closing of Parcels, as described in Section 4.1 hereof.

1.2 Captions. The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

1.3 Binding Effect. This Agreement and the rights, restrictions, duties, covenants, conditions and obligations created hereby shall create mutual benefits, obligations and servitudes that (i) remain in full force and effect for the term of this Agreement as set forth in Section 1.5 below, (ii) run with the title to the Property and any portion thereof, and (iii) are and shall be binding upon and inure to the benefit of each Party, together with all tenants, mortgagees, customers and invitees of such Party, and their respective successors and assigns. Notwithstanding the foregoing, the terms and conditions of this Agreement shall terminate as to any Parcel which has been conveyed by the CRA to Developer, and upon such conveyance and without the execution or recordation of any further document or instrument, such Parcel shall be released from and no longer be subject to or burdened by the provisions of this Agreement. This Agreement shall be recorded in the Lake County Public Records no later than fourteen (14) days after full execution. Recording costs shall be paid by Developer.

1.4 Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

1.5 Duration. The duration of this Agreement shall be for a term ending upon the earlier of (i) December 31, 2027 (subject to extension based on events of Force Majeure or as otherwise extended pursuant to the provisions hereof), or (ii) when all of the Parcels have been conveyed by the CRA and acquired by Developer. Notwithstanding the foregoing, at any time prior to the first (1st) anniversary of the Effective Date and provided the Closing for the Initial Takedown Parcel has not occurred, Developer may terminate this Agreement for any reason or no reason by written notice thereof to the City and the CRA, in which case this Agreement shall be of no further force and effect and the initial Periodic Earnest Money Deposit shall be refunded to the Developer. Upon the termination of this Agreement, the Parties shall cooperate in good faith to execute and record a notice of such termination among the Public Records of Lake County, Florida.

PART 2 - PLANNING AND DESIGN; LAND USE APPROVALS

2.1 Conceptual Master Plan. The Project shall be developed substantially in accordance with the Conceptual Master Plan, except as otherwise agreed by the City, the CRA and Developer. The Parties acknowledge and agree that the Conceptual Master Plan contemplates that the Project shall include, without limitation:

(i) Phase 1. Phase 1 will be developed on the Phase 1 Parcel and will include, without limitation: (a) a five-story mixed use apartment building having a minimum of 75 multi-family dwelling units and a minimum of 6,000 square feet of ground-floor retail/restaurant/commercial space; (b) a food hall containing a minimum of 8,000 square feet; and (c) courtyard/patio areas open to the public. In addition, Phase 1 will include the development of the Interim Parking described in Section 3.2(i) below.

(ii) Phase 2. Phase 2 will be developed on the Phase 2 Parcel and will consist of a parking garage containing sufficient parking spaces as determined by that certain parking study prepared or to be prepared by or on behalf of Developer (the "Parking Study"), with the garage building being lined with ground-floor retail/commercial/office space (potentially including live-work units) (the "Parking Garage"). The Parking Garage will serve Phase 1, Phase 2, Phase 3 and Phase 4 and shall be open to the public for no charge other than those spaces that will be specifically reserved by the Developer for its residential tenants and guests.

(iii) Phase 3. Phase 3 will be developed on the Phase 3 Parcel and will include an approximately five-story apartment building containing up to 180 multi-family dwelling units, together with retail/commercial/office uses.

(iv) Phase 4. Phase 4 will be developed on the Phase 4 Parcel and is intended to consist of an approximately four-story hotel containing approximately 60 guest rooms, together with other accessory uses, to support tourists, business travelers and other visitors to the City. Notwithstanding the foregoing, in the event Parcel 4 is not developed as a hotel prior to the termination or expiration of this Agreement, Parcel 4 may be used and operated as permanent parking serving Phase 1, as provided below.

Nothing herein shall waive or diminish Developer's obligation to comply with all other Applicable Laws of the City governing the development of the Project which are not inconsistent with the express terms of this Agreement.

2.2 Entitlements.

(i) Project PUD. The Parties acknowledge and agree that development of the Project on the Property will require City Commission approval of the "Project PUD", which if approved by the City Commission will be a site-specific planned development providing for a mixture of residential and non-residential uses and which will allow the development and use of the Project substantially in accordance with the Conceptual Master Plan and this Agreement. The Project PUD shall permit and provide for those permitted uses, development standards, and general building and site standards that will permit and accommodate the Project, including, without limitation: principal uses and

accessory uses; short-term rentals (such as Airbnb and VRBO lodging) and transient lodging; sales of alcoholic beverages; hours of operation for retail/commercial/restaurant uses; gross and net densities; floor area ratio; gross floor areas; minimum and maximum impervious surface areas; minimum lot sizes; required setbacks (including zero lot line setbacks); open space requirements; permitted heights (including parapets); minimum required parking ratios for various uses (including shared parking by uses within the Project); access; lighting; signage (including types of signage, location of signage, permitted copy area, etc.); concurrency management. The Project PUD shall not be funded through any low income housing tax credit or federal tax credit funding sources. The terms and conditions of the Project PUD shall be considered by the City Commission and City Commission approval is required. Developer, with the consent of the CRA, will initiate and pursue the Project PUD review process for the Property pursuant to and in accordance with the Conceptual Master Plan and this Agreement.

(ii) Comp Plan Amendment. If and to the extent the Comprehensive Plan must be amended to accommodate the Project and the Project PUD (including, without limitation, the adoption and implementation of an overlay district and/or additional policies and objectives), the Developer (with the consent of the CRA) will initiate and pursue any required Comprehensive Plan amendment(s) (the “Comp Plan Amendment”) at its sole cost and expense. The Comp Plan Amendment shall be pursued and processed concurrently with the Project PUD review process. The Comp Plan Amendment, including all the terms and conditions thereof, shall be subject to the approval of Developer in its sole discretion.

(iii) Site Plan and PSP. Developer shall initiate and pursue (with the consent of the CRA), at its expense, the Site Plan and PSP (if required) for the development of the Phase 1 Parcel. The Site Plan and PSP, including all the terms and conditions thereof, shall be acceptable to Developer in its sole discretion.

(iv) Final Approval of Entitlements. Developer will pursue the Entitlements diligently and in good faith. In the event Final Approval of the Comp Plan Amendment, the Project PUD, the Site Plan and the PSP has not occurred within two hundred seventy-five (275) days after Developer’s application for said entitlements , then Developer may, at its option, either (i) extend the time period for Final Approval of the Project PUD, the Comp Plan Amendment, the Site Plan, and/or the PSP, or (ii) terminate this Agreement by written notice thereof to the City and the CRA, in which case the initial Periodic Earnest Money Deposit shall be refunded to the Developer and this Agreement shall be of no further force and effect. Further, in the event the development standards, development conditions, mitigation conditions, and other terms and conditions of the Final Approval of any of the Entitlements (a) are not substantially consistent with the terms and conditions of this Agreement, or (b) in the reasonable judgment of Developer, materially and adversely affect the development, construction or operation of the Project, then Developer may terminate this Agreement by written notice thereof delivered to the City and the CRA within fifteen (15) days after the Final Approval of the Project PUD, the Comp Plan Amendment, the Site Plan or the PSP (whichever is objectionable). For the purposes of this Section 2.2, “Final Approval” shall not be deemed satisfied unless and until (w) the Entitlements have been reviewed and finally

approved by the appropriate Governmental Authorities, (x) the time has passed for appeal of the Entitlements, (y) no notice of referendum or initiative with respect thereto has been published or publicized, and (z) any appeals or litigation with respect to (y) above have been prosecuted and resolved in a manner which is not subject to remand to lower courts or Governmental Authorities.

(v) Concurrency; Impact Fee Credits. The City hereby acknowledges and agrees that, if the Entitlements are approved as provided above, then upon the Final Approval of the Entitlements the Project will be vested and/or exempt under Florida law.

In addition to the foregoing, the City acknowledges and agrees that impact fee credits are available with respect to the Parcels, of the types and in the amounts set forth on Exhibit "F" attached hereto (collectively, the "Impact Fee Credits"). The Impact Fee Credits shall be assigned or allocated by the City to Developer for the Phase 1 Parcel at the time of the Phase 1 Closing and shall be available for use by Developer in connection with the development of Phase 1.

2.3 No Agreement for Development Approvals and Obligation Limitation. The Parties acknowledge the City has no obligation to approve any of Developer's Entitlements requests and that such requests are subject to notice requirements, public hearings, public input, and consideration by the City Commission based on evidence presented at the public hearings. Nothing in this Agreement binds or obligates the City to approve any of the Entitlements requests. Furthermore, a Party is bound by only those terms in this Agreement which specifically reference and obligate that particular Party.

PART 3 – OBLIGATIONS OF THE PARTIES

3.1 Timing of Project Improvements.

(i) Phase 1. The City and the CRA acknowledge and agree that Developer's obligation to acquire the Initial Takedown Parcel shall be conditioned and contingent upon: (a) Developer electing to proceed with this Agreement beyond the expiration of the Feasibility Period, pursuant to Section 4.4 below; (b) Final Approval of the Entitlements pursuant to Section 2.2 above; and (c) issuance of the final building permit by the City for the development and construction of Phase 1 of the Project (subject to such conditions and requirements as are acceptable to Developer in its sole discretion) (collectively, the "Initial Takedown Contingencies"). The building permit application for the Phase 1 improvements shall be submitted to the City within one hundred eighty (180) days after Final Approval of the Entitlements. Upon receipt of the building permit and the full performance and satisfaction of the Initial Takedown Contingencies, Developer shall issue and deliver its Takedown Notice for the acquisition of the Initial Takedown Parcel.

With respect to the development of Phase 1, the Parties also will negotiate in good faith for (i) temporary construction easements encumbering the Phase 2 Parcel and/or the Phase 3 Parcel, to benefit Developer and provide staging and laydown areas, storage areas, and other construction uses for the development and construction of Phase

1; and (ii) a parking easement for the Interim Parking to be located on the Phase 2 Parcel to benefit the Phase 1 Parcel.

With respect to the construction of the improvements for the Project, the Developer shall require its contractor to commit to use qualified, competitive local subcontractors and vendors (i.e., with an office in either Lake County or the City of Eustis) wherever possible.

(ii) Phase 2 and Phase 3. Developer shall issue and deliver its Takedown Notice for the acquisition of both the Phase 2 Parcel and Phase 3 Parcel together no later than December 31, 2027 (the “Second Takedown Deadline”).

(iii) Phase 4. Developer shall commence construction of the hotel on the Phase 4 Parcel, if at all, no later than December 31, 2027 (the “Phase 4 Commencement Deadline”). In the event Developer does not commence construction of the hotel on the Phase 4 Parcel by the Phase 4 Commencement Deadline, then the CRA shall have the one-time right to recapture the Phase 4 Parcel, provided that the City or CRA provides alternate parking to replace the Interim Parking (defined below) pursuant to Section 3.2(i) below.

3.2 Parking.

(i) Parking Facility on Lake Mechanical Property. The CRA and/or the City shall pay for and arrange for the construction of a parking garage (the “Lake Mechanical Garage”) on the “Lake Mechanical” property owned by the City described and depicted on Exhibit “E” attached hereto (the “Lake Mechanical Property”). In connection therewith, at the Closing of the Initial Takedown Parcel, Developer and the City shall enter into a parking easement agreement for sixty-four (64) spaces in the Lake Mechanical Garage serving the Phase 1 Parcel and the Phase 4 Parcel (the “Developer Spaces”), in the form attached hereto as Exhibit “G” (the “Lake Mechanical Parking Agreement”). In the event the Lake Mechanical Garage is not completed by the completion deadline set forth in the Lake Mechanical Parking Agreement, then the CRA shall be obligated to provide interim parking on the Phase 2 Parcel until the Lake Mechanical Garage is completed, such interim parking to be (x) provided at the CRA’s cost and expense, including paving, striping and signage as may be required or reasonably necessary for such parking use, and (y) memorialized in a written use and easement agreement between Developer and the CRA, in form and substance acceptable to both Parties in their reasonable discretion.

(ii) Interim Phase 1 Parking. Notwithstanding that Developer will acquire the Phase 4 Parcel as part of the Initial Takedown Parcel, the Parties acknowledge and agree that the Phase 4 Parcel initially shall be improved and used as surface parking to serve the Phase 1 improvements exclusively until such time as the Parking Garage is constructed on the Phase 2 Parcel and a hotel is developed on the Phase 4 Parcel (the “Interim Parking”). The Interim Parking shall be operated and maintained at the cost and expense of Developer. In the event Developer does not commence construction of the hotel on the Phase 4 Parcel by the Phase 4 Commencement Deadline and the CRA does

not exercise its one-time right to recapture the Phase 4 Parcel as provided in Section 3.4 below, then such Interim Parking may become permanent parking owned and operated by Developer to serve the Phase 1 Improvements.

(iii) Parking Garage. In the event Developer issues and delivers its Takedown Notice for the acquisition of both the Phase 2 Parcel and Phase 3 Parcel together, Developer shall design, construct, and operate the Parking Garage on the Phase 2 Parcel as a ~~private~~ parking facility, serving the occupants, patrons, guests, employees, contractors, and invitees of Phase 1, Phase 2, Phase 3 and/or Phase 4. and shall be open to the public for no charge other than those spaces that will be specifically reserved by the Developer for its residential tenants and guests.

(iv) The CRA will provide partial reimbursement towards the cost of development and construction of the Parking Garage (the "Parking Garage Reimbursement"). The CRA will provide a total of \$6,000,000 toward the cost of parking serving the Project (including the Developer Spaces described above, but excluding the cost of providing interim parking on the Phase 2 Parcel as provided in Section 3.2(i) above as a result of the Lake Mechanical Garage not being completed by the completion deadline). Accordingly, provided the Lake Mechanical Garage is completed and the Developer Spaces are provided as described above, the CRA contribution of \$6,000,000 toward the Parking Garage on the Phase 2 Parcel shall be reduced by an amount equal to the number of Developer Spaces multiplied by Twenty Thousand Dollars (\$20,000). For example, if the Developer Spaces consist of 64 parking spaces, then the Parking Garage Reimbursement applicable to the Parking Garage shall be reduced by \$1,280,000 to a total of \$4,720,000. In no event shall the CRA's reimbursement exceed \$4,720,000.00 and in no event shall the CRA's reimbursement per parking space exceed \$20,000.00.

After completion of the Parking Garage, Developer shall provide the CRA with all invoices and proof of payments for the design and construction of the Parking Garage. In the event the CRA disputes any of the invoices and/or payments, the parties shall negotiate in good faith to resolve any dispute. Any amount which is not paid and not disputed in writing within sixty (60) days after the date of receipt of such invoices and payments shall bear interest at the lesser of eighteen percent (18%) per annum or the maximum amount permitted by law until paid.

3.2 Phase 1 Security. As additional security for Developer's performance of this Agreement with respect to Phase 1, at the Closing of the Initial Takedown Parcel Developer shall provide a performance bond, completion guarantee, or other similar security for its development and construction of Phase 1 pursuant to this Agreement and the Entitlements. Such security (i) shall be acceptable to the City and the CRA in their reasonable discretion, (ii) shall be issued by a bonding company with no less than an A rating during the year the performance bond is first issued (rating provided by A.M. Best Company, Inc.), (iii) shall be for the benefit of the City and the CRA (and may also be for the benefit of the lender providing acquisition and construction financing for Phase 1), and (iv) may allow such lender to be the primary beneficiary or obligee of such bond or guarantee.

3.3 Interim Use of Phase 2 Parcel and Phase 3 Parcel. Prior to the development and construction of or on the Phase 2 Parcel and/or the Phase 3 Parcel as provided herein, the City and/or the CRA shall be entitled to use either or both such undeveloped Parcel(s) for festivals or other temporary events, provided that: (i) the City and/or the CRA, as applicable, obtains the prior written consent of the Developer for any such use or event, such consent not to be unreasonably withheld, conditioned or delayed; and (ii) any damage to or destruction of such Parcel(s) resulting from or caused by such use shall not be considered normal wear and tear and shall constitute Changed Conditions to the extent such damage or destruction materially and adversely affects the intended development and use of the Phase 2 Parcel and/or the Phase 3 Parcel, as applicable.

3.4 Recapture of Phase 4 Parcel. In the event Developer has not commenced construction of a hotel (or other use approved by the City and the CRA) on the Phase 4 Parcel by the Phase 4 Commencement Deadline, the CRA shall have the one-time right to recapture the Phase 4 Parcel provided that the City or CRA, at its expense, provides alternate parking to replace the Interim Parking. In the event the CRA is entitled to recapture the Phase 4 Parcel as provided herein (the "Recapture Right"), then the CRA shall exercise the Recapture Right by delivering written notice thereof to Developer within thirty (30) days after the Phase 4 Commencement Deadline. If the CRA fails to deliver such Recapture Notice within such thirty (30) day period, then the Recapture Right shall automatically terminate and be of no further force and effect (and upon the request of Developer, the CRA shall execute a written acknowledgement of such termination in recordable form and provide the same to Developer).

If the CRA properly and timely exercises the Recapture Right, then the CRA and Developer shall negotiate diligently and in good faith a parking easement agreement by which alternate parking to replace the Interim Parking is provided to serve the Phase 1 Parcel (the "Alternate Parking Agreement"). Within thirty (30) days after Developer and the CRA have agreed on the form of Alternate Parking Agreement, the Phase 4 Parcel shall be conveyed by Developer to the CRA in accordance with the following: (i) Developer shall convey the Phase 4 Parcel to the CRA by special warranty deed, subject only to the Permitted Exceptions and to such other title exceptions and matters as are reasonable or necessary for the development and use of the Phase 1 Parcel; (ii) the conveyance of the Phase 4 Parcel shall be for no additional consideration or purchase price; (iii) at the time of such conveyance, the Phase 4 Parcel shall not, due to any acts or omissions of Developer, contain any Hazardous Materials in violation of any applicable Environmental Laws; (iv) the CRA shall take title to the Phase 4 Parcel in its then-current "AS IS" and "WHERE IS" condition; (v) the Parties each shall deliver the closing documents, duly executed in accordance with applicable law, contemplated in Sections 4.11(b)(ii)-(v) below; (vi) the CRA shall be responsible for the payment of the Florida documentary stamp tax payable on the special warranty deed, if any, and for the per-page cost of recording the deed and any other documents to be recorded in connection therewith, and each Party shall pay their own attorney fees; (vii) taxes and other assessments shall be prorated consistent with Section 4.11(d) below; (viii) the CRA shall not have the right to assign the Recapture Right without the prior written consent of Developer, which consent shall be within Developer's sole and absolute discretion; and (ix) the Parties otherwise shall exercise diligent, good faith efforts to consummate the reconveyance of the Phase 4 Parcel to the CRA consistent with the terms, conditions and intent of this Agreement.

PART 4 - PARCEL TAKEDOWNS AND CLOSINGS

4.1 Parcel Takedowns. The CRA hereby grants to Developer the exclusive right and option to acquire the Parcels during the term of this Agreement, subject to and upon the terms and conditions set forth in this Agreement (the "Option"). The Option shall be exercisable by Developer during the term of this Agreement only in accordance with and subject to the terms and conditions hereinafter set forth.

For the purposes of this Section 4.1, Developer shall exercise its Option with respect to a Parcel by delivering a Takedown Notice with respect to such Parcel to the CRA. The Option with respect to such Takedown Parcel shall be properly and effectively exercised in such Takedown Notice if, and only if, the Option is exercised in accordance with the provisions of this Agreement, and at the time of such exercise, Developer shall be in substantial compliance with all of its covenants and obligations under and pursuant to this Agreement. Upon the proper exercise of the Option with respect to a Parcel by Developer, this Agreement thereupon shall mature into and constitute an agreement for sale and purchase between the CRA and Developer with respect to the Takedown Parcel. Such agreement shall be and constitute an agreement of the CRA to sell and convey the Takedown Parcel to Developer and the agreement of Developer to acquire the Takedown Parcel from the CRA, upon the terms and conditions set forth in this Agreement. The CRA and Developer shall execute a written acknowledgement and confirmation of their respective obligations to sell and purchase the Takedown Parcel within thirty (30) days after the later of: (1) the completion of the tests, studies and investigations process as provided in Section 4.4 below, (2) the completion of the title review and cure process as provided in Section 4.5 below, or (3) the completion of the survey review and cure process as provided in Section 4.6 below. Further, the Closing with respect to such Takedown Parcel shall be subject to all the other terms, conditions and contingencies set forth in this Agreement.

The Parties acknowledge and agree that the proposed development of the Project by Developer is a material consideration for the CRA's willingness to enter into this Agreement. Developer acknowledges and agrees that it intends to pursue the approval, development and construction of the Project diligently and in good faith. However, the CRA hereby acknowledges and agrees that Developer's willingness and ability to proceed with development of the Project is dependent upon demand, market conditions and the ability to secure financing for each portion of the Project. Accordingly, the Parties have agreed that the acquisition, development and construction of Parcels shall be subject to and in accordance with the Takedown schedule and the various contingencies set forth in this Agreement, to allow Developer the reasonable ability to develop based on demand, market conditions and availability of financing while ensuring that Developer will proceed with the acquisition and development of Parcels diligently and in good faith.

Notwithstanding anything in this Section 4.1 to the contrary, however, Developer shall not be deemed in default hereunder if and to the extent Developer is unable, in good faith, to meet any of the foregoing deadlines as a result of Force Majeure. For the purposes of this paragraph, "Force Majeure" also shall mean that Developer is unable, in good faith, to meet any of the deadlines set forth in this Agreement as a result of a Force Majeure event. Further, for the purposes of this Section 4.1 only, "Force Majeure" also shall mean and include the general unavailability of development and construction financing unrelated to the Developer's financial

condition, or mutually recognized and severe economic conditions. In the event of any of the circumstances described in the foregoing clause, the Takedown schedule shall be tolled and extended by a reasonable period until such Force Majeure condition(s) have terminated or subsided.

4.2 Purchase Price and Method of Payment. The CRA shall convey the Initial Takedown Parcel to Developer for no additional consideration beyond Developer's agreement to perform the terms and conditions of this Agreement diligently and in good faith, and for and in consideration of the public purpose served by the development of Phase 1 and, potentially, the remainder of the Project, in accordance with this Agreement. Subject to adjustments and prorations provided in this Agreement, the purchase price for the Phase 2 Parcel shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00) and the purchase price for the Phase 3 Parcel shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00).

The purchase price for a Takedown Parcel shall be paid in cash by wire transfer paid to the CRA at Closing, plus such lesser or greater amounts as may be required as a result of prorations and adjustments in accordance with this Agreement.

4.3 Consideration and Periodic Earnest Money Deposits. The Parties acknowledge that the money expended by Developer in connection with this Agreement, including but not limited to preparation of plans, the Parking Study, and other due diligence shall serve as the consideration for entering into this Agreement. In addition, concurrently with the full execution of this Agreement by the Parties and continuing on each anniversary of the Effective Date thereafter until (and including) [REDACTED], 2024, Developer shall deposit with Escrow Agent a Periodic Earnest Money Deposit in the amount of Thirty Thousand Dollars (\$30,000.00). Commencing on [REDACTED], 2025 and continuing on each anniversary of the Effective Date thereafter until (and including) [REDACTED], 2027, Developer shall deposit with Escrow Agent a Periodic Earnest Money Deposit in the amount of Fifty Thousand Dollars (\$50,000.00). Developer's obligation to deliver Periodic Earnest Money Deposits hereunder shall terminate upon the acquisition of Parcel 2 and Parcel 3. Each Periodic Earnest Money Deposit shall be at risk and non-refundable to Developer, except in the event of a default by the City or the CRA or as otherwise specifically set forth in this Agreement; notwithstanding the foregoing, all Periodic Earnest Money Deposits shall be applicable to the purchase price for the Phase 2 Parcel and the Phase 3 Parcel.

4.4 Feasibility Period. During the Feasibility Period, Developer and its agents, employees and representatives, upon reasonable prior notice to the CRA, shall have the right to enter upon the Property and investigate the condition of the Property at Developer's expense, including, without limitation, the survey, title, environmental, geotechnical, physical, market, and economic condition thereof, and determine whether the same is acceptable in Developer's sole discretion. For purposes of this Agreement, all reports, studies and analyses of the Property prepared by or on behalf of Developer during the Feasibility Period are collectively referred to as the "Due Diligence Reports". The CRA has provided the Property Reports to Developer on or before the Effective Date.

Developer and its representatives, agents, employees and consultants shall exercise due care and ordinary prudence in performing such inspections, examinations, investigations and

tests and shall be responsible for all liabilities and obligations arising from such inspections, examinations, investigations and tests and shall, prior to entering onto the Property, and provide the CRA evidence of a general liability insurance policy in an amount of not less than \$1,000,000.00 which names the City and the CRA as additional insureds. After completion of such inspections and tests, Developer, at its sole cost, shall restore the Property disturbed by such inspections, tests and surveys, to the condition existing immediately prior thereto.

Developer may terminate this Agreement for any reason by notifying the City and the CRA in writing on or before the expiration of the Feasibility Period. Upon any termination of this Agreement by Developer pursuant to this Section 4.4, the initial Periodic Earnest Money Deposit shall be refunded to the Developer and the Parties shall have no further obligations or liability hereunder except those which specifically survive the termination hereof, and Developer shall deliver to the City and the CRA copies of all Due Diligence Reports (excluding any of Developer's proprietary or confidential information). Such documents delivered to the City and the CRA shall become the property of the City and the CRA, with the understanding that Developer makes no representations or warranty with regard to, and the City and the CRA shall have no rights of reliance on, such Due Diligence Reports except to the extent the same are certified to the City and the CRA. The City and the CRA each hereby specifically acknowledge and agree that in no event shall Developer be obligated to provide the City or the CRA with any of Developer's marketing, financial, proprietary or confidential information or materials.

In the event Developer does not terminate this Agreement within the Feasibility Period, Developer shall be deemed to have approved the Property in its Base Property Condition. Notwithstanding the foregoing, with respect to the Phase 2 Parcel and the Phase 3 Parcel, Developer shall have a period of sixty (60) days after the date of delivery of the Takedown Notice for such Parcels (the "Takedown Inspection Period") within which to perform any additional or updated surveys, soil test borings, environmental testing, environmental audit, or any other studies, tests or investigations on or about the Takedown Parcel as Developer may desire or deem necessary in order to update the Base Property Condition of the Takedown Parcels. Developer may extend the Takedown Inspection Period by thirty (30) days (to a total of 90 days), upon written notice to the City and the CRA delivered within forty (40) days after the date of the Takedown Notice. In the event any new tests, studies and investigations conducted by Developer during the Takedown Inspection Period disclose or reveal Changed Conditions with respect to the Takedown Parcel then Developer, at its election and in its sole and absolute discretion, may either: (i) provide the CRA a period of time, not to exceed sixty (60) days, within which to remedy or cure the Changed Conditions at the CRA's sole cost and expense; (ii) proceed with the Closing for the Takedown Parcels notwithstanding the Changed Conditions, provided that Developer shall receive a credit at Closing equal to the reasonable cost to cure and remedy such Changed Conditions; or (iii) terminate this Agreement with respect to the Takedown Parcels only, in which case neither Developer nor the CRA shall have any further obligation to the other under the terms of this Agreement with respect to such Takedown Parcels. Notwithstanding the foregoing, in the event the Changed Conditions result from acts of God, the CRA shall have no obligation under clause (i) above to remedy or cure the Changed Conditions.

Developer agrees to indemnify, defend and hold the City and the CRA harmless from and against all fines, expenses, penalties, costs, claims, liabilities and expenses, including reasonable attorneys' fees and other costs, incurred, sustained by, or asserted against the City and the CRA

arising from the inspections and entries by or on behalf of Developer pursuant to this Section 4.4. The foregoing indemnification shall survive the Takedown Closings or the earlier termination of this Agreement.

4.5 Title Insurance. Within twenty (20) days following (i) the Effective Date with respect to the Property and (ii) the delivery of the Takedown Notice with respect to a Takedown Parcel, Developer shall cause the title company of its choice (the "Title Company") to issue and deliver to Developer, at Developer's expense, an ALTA title commitment (the "Title Commitment") accompanied by one copy of each document supporting any exception to the Title Commitment. For purposes hereof, the term "Title Commitment" shall mean the Title Company's commitment to issue an Owner's Policy of Title Insurance insuring the fee simple title to the Takedown Parcel subject only to the Permitted Exceptions.

If the Title Commitment reflects matters other than the Permitted Exceptions and the standard pre-printed exceptions for ad valorem real estate taxes for the current year and those matters which will be discharged at or prior to Closing, then Developer shall give the CRA written notice thereof before the expiration of ten (10) business days after receipt of the Title Commitment. In such event, Developer shall state which exceptions to the Title Commitment are objectionable, and the CRA shall undertake to eliminate such exceptions. In the event the CRA is unable with the exercise of reasonable diligence to satisfy said objections prior to Closing, Developer may, in its sole and absolute discretion, either: (a) accept title subject to the objections raised, in which event said objections shall be deemed to be waived for all purposes, or (b) terminate this Agreement with respect to the applicable portion of the Property, in which case the Earnest Money Deposit shall be refunded to the Developer and neither Developer nor the CRA shall have any further obligation to the other under the terms of this Agreement with respect to such portion of the Property. For the purposes of this Section 4.5, all matters and exceptions reflected in the Title Commitment that are either (x) included in Exhibit "D" attached hereto, or (y) accepted by Developer, shall be collectively referred to as "Permitted Exceptions".

4.6 Survey. Developer may, at its election and at its expense, within thirty (30) days after (i) the Effective Date with respect to the Property and (ii) the delivery of the Takedown Notice with respect to a Takedown Parcel, obtain a current survey of the applicable portion of the Property (a "Survey"). Any Survey shall be prepared by a duly licensed land surveyor selected by Developer, in accordance with the minimum technical standards for surveyors in the State of Florida. If the Survey reveals any encroachment, hiatus, overlap, or other survey defect that (a) with respect to a Survey obtained during the Feasibility Period, reflects matters objectionable to Developer in its commercially reasonable discretion, or (b) with respect to a Survey obtained during a Takedown Inspection Period, constitutes Changed Conditions, then in either event the same shall be treated as an objection to title, which objection must be made, if at all, by Developer by written notice to the CRA before the expiration of five (5) business days after receipt of the Survey. In such event, Developer shall state what matters depicted in the Survey are objectionable, and the CRA shall undertake to eliminate such objections in accordance with the same standards and requirements set forth in Section 4.5 for title objections. In the event the CRA is unable with the exercise of reasonable diligence to satisfy said objections prior to Closing, Developer may, in its sole and absolute discretion, either: (1) accept title subject to the objections raised, in which event said objections shall be deemed to be waived for all purposes, or (2) terminate this Agreement with respect to the applicable portion of the

Property only, in which case the Earnest Money Deposit shall be refunded to the Developer and neither Developer nor the CRA shall have any further obligation to the other under the terms of this Agreement with respect to such portion of the Property. For the purposes of this Section 4.6, all matters and exceptions reflected in the Survey that are either (x) included in Exhibit "D" attached hereto, or (y) accepted by Developer, shall be collectively referred to as "Permitted Exceptions.

4.7 Environmental. The CRA represents and warrants to Developer, to the best of the knowledge of the CRA, and except as disclosed in the Property Reports, that each Takedown Parcel does not contain any Hazardous Materials in violation of any applicable Environmental Laws. Without limiting the foregoing, Developer acknowledges and agrees that it is aware of the following environmental matters as and to the extent described in the Property Reports: (i) soil and groundwater contamination on Parcel 1, for which a monitoring well is currently installed; and (ii) shallow and deep organic soil deposits located on Parcel 2. The terms and conditions of this Section 4.7 shall survive the Closings or the earlier termination of this Agreement.

4.8 Access to the Properties; Records and Other Information. For the purposes of this Section 4.8: (i) during the term of this Agreement Developer or its agents shall be the "inspecting party" with respect to those portions of the Property which have not been the subject of a Takedown Closing, and (ii) during a Takedown Inspection Period, Developer or its agents shall be the "inspecting party" with respect to a Takedown Parcel. The Parties agree that the inspecting party shall have the right to enter upon the applicable portions of the Property (the "Inspected Property") to make such surveys, tests, inspections, analyses and similar examinations as the inspecting party may desire with respect to the Inspected Property. The inspecting party shall have the right to enter upon the Inspected Property for such activities provided said activities shall not materially damage the Inspected Property. The inspecting party agrees to deliver copies of all such tests, reports, surveys, and examinations to the CRA in the event the inspecting party elects not to acquire the Inspected Property. The inspecting party agrees to restore the Inspected Property to substantially the same condition as existed prior to its access thereto. Within five (5) days after the date of any Takedown Notice, the City and the CRA shall deliver to the inspecting party all analyses, studies, reports and records generated or prepared after the Effective Date, including all environmental reports and related data, pertaining to the Inspected Property, including the permits, plans, building inspection reports, and any other records or information or documents that the inspecting party may reasonably request, with respect to the Inspected Property that are in the City's and/or the CRA's possession or control.

4.9 Representations and Warranties. The following representations and warranties made by the City and the CRA to Developer are true and correct as of the Effective Date and shall be true and correct as of each Closing Date, and the truthfulness and correctness thereof shall constitute conditions precedent to Developer's obligation to close on the Takedown Property. For the purposes of this Section 4.9, the term "Takedown Parcel" shall mean all of the Property as of the Effective Date of this Agreement. Each of the following representations and warranties are, however, subject to and limited by the disclosures set forth elsewhere in this Agreement.

(a) Marketable Title. The CRA shall convey and deliver at Closing good and marketable title to the Takedown Parcel by Special Warranty Deed, in form and content

reasonably acceptable to Developer, free and clear of all mortgages, liens, encumbrances, leases, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments and other matters affecting title, except for Permitted Exceptions.

(b) No Condemnation Pending or Threatened. The City and the CRA have no knowledge of any pending or threatened condemnation or similar proceeding affecting the Takedown Parcel or any portion thereof, nor does the CRA have knowledge that such action is contemplated.

(c) Adverse Information. The City and the CRA have no knowledge of any changes contemplated in any Applicable Laws, or any action by adjacent landowners, or natural or artificial conditions upon the Takedown Parcel, which would prevent, limit, impede or render more costly, the current or proposed use of the Takedown Parcel.

(d) Compliance with Laws. The City and the CRA have no knowledge of any violation of any Applicable Laws pertaining to or affecting the Takedown Parcel. The City and the CRA have no knowledge that performance of this Agreement would result in any breach of or constitute any default under or result in the imposition of any lien or encumbrance upon the Takedown Parcel under any agreement or other instrument to which the City or the CRA is a party or to which the City, the CRA or the Takedown Parcel might be bound. The City and the CRA have received no notices from any association, city, county, state, or other governmental authority of building, land use, zoning or health code violations in respect to the Takedown Parcel that have not been corrected.

(e) Pending Litigation. There are no legal actions, suits, or other legal or administrative proceedings including condemnation cases pending against, relating to or affecting the Takedown Parcel. The City and the CRA have no knowledge of any legal actions, suits, or other legal or administrative proceedings threatened against the Takedown Parcel. The City and the CRA are not aware of any facts which might result in any such action, suit or other proceedings.

(f) No Special Assessments or Obligations for Improvements. The City and the CRA have no knowledge that any portion of the Takedown Parcel is affected by any special assessments or obligations for roads or other improvements.

(g) Access to Highways and Roads. The City and the CRA have no knowledge of any fact or condition which would result in the termination of ingress and egress to publicly maintained and dedicated streets and access ways affecting the Takedown Parcel.

(h) Commitments to Governmental Authority. To the City's and the CRA's knowledge, no commitments have been made to any Governmental Authority, utility company, school board, church or other religious body or any property owners' association or to any other organization, group or individual relating to the Takedown Parcel which would impose an obligation upon Developer or its successors and assigns to make any contribution or dedications of money or land or to construct, install, or

maintain any improvements of a public or private nature on or off the Takedown Parcel. There is no requirement that any owner of the Takedown Parcel pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Takedown Parcel. The provisions of this Section 4.9(h) shall apply to any regular or non-discriminatory local real estate taxes assessed against the Takedown Parcel.

(i) Subsurface Conditions. Except as otherwise disclosed in this Agreement or in the Base Property Condition, the City and the CRA have no knowledge of any environmental, soil, or subsurface conditions located on the Takedown Parcel which would impair the usability or developability of such Takedown Parcel for its proposed use.

(j) Environmental. To the City's and the CRA's knowledge, all of the statements regarding environmental matters contained in this Agreement and in the Property Reports are true and correct.

(k) Contracts. The City and the CRA represents that there are no leases, rights of first refusal, options or contracts, oral or written, in existence pertaining to the Takedown Parcel. Neither the City, the CRA nor any person authorized to act on their behalf, is a party to any written, oral or implied contract, agreement, lease or other commitment affecting or relating to the Takedown Parcel, including, without limitation, agreements for the purchase of goods or the rendering of services.

(l) Physical Condition of Improvements. Except as may be set forth in the representations and warranties contained herein, the City and the CRA make no representation or warranty as to the condition of the buildings, structures and other improvements located on the Takedown Parcel, or any systems or components thereof, said buildings, structures and other improvements to be acquired in their "AS IS" and "WHERE IS" condition.

4.10 Permit Contingency. The City and the CRA hereby acknowledge and recognize that Developer will acquire the Takedown Parcel hereunder with the intent to use and develop such Takedown Parcel for either residential or commercial development, as applicable, and that Developer is unwilling to acquire the Takedown Parcel unless such Takedown Parcel can be used and developed for residential or commercial purposes upon such acquisition. Accordingly, Developer's obligation to acquire a Takedown Parcel hereunder shall be specifically subject to and contingent upon Developer's receipt prior to Closing of all Permits for the contemplated development and construction on such Takedown Parcel. In the event Developer determines in its sole discretion that the Takedown Parcel is not suitable for Developer's intended purpose for any reason whatsoever, Developer shall be relieved from the obligations of this Agreement with respect to the purchase and acquisition of such Takedown Parcel.

4.11 Provisions with Respect to Closing.

(a) Closing Date. The consummation of a Takedown transaction contemplated by this Part 4 (“Closing”) shall occur within thirty (30) days following the satisfaction of the Permit contingency set forth in Section 4.10 above (the “Closing Date”), at the offices of Developer’s counsel, Lowndes, Drosdick, Doster, Kantor & Reed, P.A. (“Closing Agent”).

(b) Obligations at Closing. On the Closing Date, Developer, the CRA and the City (as applicable) shall each deliver all of the following closing documents, duly executed in accordance with applicable law (together, the “Closing Documents”):

(i) Special warranty deed conveying the Takedown Parcel subject only to the Permitted Exceptions. The legal description of the Takedown Parcel on the deed shall be as contained in the Survey and the Title Commitment;

(ii) Standard form owner’s affidavit attesting (among other things) to the lack of any parties in possession of the Takedown Parcel, the lack of any unrecorded easements affecting the Takedown Parcel and certifying that no improvements have been undertaken thereon within the preceding ninety (90) days for which the cost thereof has not been paid;

(iii) Such other affidavits as may reasonably be required by either Party, the Title Company, or Closing Agent;

(iv) A closing statement, and such other documents and instruments or assignments as may reasonably be requested by either Party to consummate the conveyance of the Takedown Parcel;

(v) Such other documents and agreements as may be reasonably required by either Party or as are contemplated by this Agreement to effectuate the Closing; and

(vi) With respect to the Closing for the Initial Takedown Parcel, the Lake Mechanical Parking Agreement.

(c) Closing Expenses. Each Party shall deliver to Closing Agent its share of the Closing expenses. The CRA shall be responsible for the payment of the Florida documentary stamp tax payable on the special warranty deed, if any (regardless of the provisions of Florida law exempting the CRA from the payment thereof). Developer shall be responsible for the premium for the title insurance policy. Developer shall be responsible for the per-page cost of recording the deed and for one-half (½) of the per-page cost of recording the other documents to be recorded in connection therewith. Each Party shall pay their own attorney fees.

The Parties may mutually agree to close the transaction in escrow, in order to execute the Closing Documents in advance and be prepared to consummate the

transaction contemplated at a later date, all in accordance with an escrow agreement to be mutually agreed upon by the Parties.

(d) Proration of Rents, Taxes, Utilities, and Miscellaneous Expenses. Taxes for all years prior to the year of the Closing, and taxes for the year of Closing if then due, if any, shall be paid by the CRA. The conveyance shall be subject to taxes for subsequent years. Taxes for the tax year of Closing shall be prorated to the date of Closing, based upon the amount of taxes due for such year, if known, or the taxes for the preceding year, based upon the maximum discount allowable as of the date of Closing; provided, however, that upon the issuance of the actual tax statement or bill for the year of the Closing, if the actual tax varies from the amount prorated by more than five percent (5%), the Parties shall promptly make such re-prorations as may be necessary to ensure that the actual amount of such taxes for the year of Closing shall be prorated between the Parties, said agreement to survive Closing hereunder. All special assessments which have been levied or certified prior to Closing, if any, shall be paid in full by the CRA and any pending assessments shall be assumed by Developer.

4.12 Assignment. Developer may not assign its rights or obligations to acquire a Takedown Parcel under this Agreement without the prior written consent of the CRA, which consent not to be unreasonably withheld, conditioned, or delayed; provided, however, Developer may assign its rights and obligations to acquire a Takedown Parcel prior to Closing, without the CRA's consent and in whole or in part, to an entity that is affiliated with Developer. For purposes of this Section 4.12, "affiliate" means any other entity that Atrium Management Company, LLC (or its principals) and/or PRN Real Estate & Investments, Ltd. (or its principals) controls or manages. For the purposes of this definition, the term "controls or manages" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the entity in question, whether by the ownership of voting securities, contract or otherwise. Any reference to "Developer" in this Agreement shall mean and refer to an assignee under this Section 4.12 upon such assignment and with respect to the Takedown Parcel with respect to which such rights or obligations are assigned.

4.13 Brokerage/Hold Harmless. Developer, the City and the CRA each hereby represents and warrants that no broker, agent or finder has been employed by them in connection with this Agreement. Each Party shall indemnify and hold harmless the other Party from and against any commissions or fees or claims for commissions or fees arising under the indemnifying Party, which indemnification shall expressly survive any Closing.

4.14 Tax Reporting Numbers. The Parties agree to provide their tax identification numbers to the Closing Agent prior to Closing.

4.15 Land Use. Prior to Closing, the CRA will maintain each Takedown Parcel in a condition comparable to its condition as of the Effective Date and will not engage in or permit any activity that would materially alter the Takedown Parcel's condition without Developer's prior written consent.

4.16 *Non-Merger.* The provisions of all paragraphs of this Agreement which by their sense and context are intended to survive the Closing, shall so survive, and shall not be merged in the deed of conveyance from the CRA to Developer at Closing.

4.17 *1031 Exchange.* The Parties mutually agree that Developer may structure a Takedown transaction as part of an exchange in such a manner as shall qualify under the provisions of the Internal Revenue Service Code Section 1031. Developer and the CRA agree to cooperate in executing contracts or documents necessary to the exchange. Developer and the CRA shall bear all of their own costs and/or expenses not anticipated by this Agreement or occasioned by the exchange. This provision shall survive the Closing.

PART 5 - MISCELLANEOUS

5.1 *Default; Dispute Resolution.* In regard to any disputes that may arise under this Agreement, it is the intent of the Parties that any such disputes be resolved amicably and, to the extent reasonably possible, without litigation. In that regard, in the event any dispute should arise and is not resolved at a management level, any Party shall have the right, exercisable by written notice to the other Party (an "Impasse Notice"), to refer such matter for resolution by the Parties' designated representatives. In the event an Impasse Notice is sent, then the Parties shall meet and attempt to resolve said matter in an amicable fashion within thirty (30) days after the date of the Impasse Notice (or sooner, if possible). If said dispute cannot be resolved within said thirty (30) day period, then the dispute shall be submitted to non-binding mediation as provided below.

Non-binding mediation shall be a condition precedent to initiating litigation or other dispute resolution relating to an Impasse Notice. The Parties shall endeavor to resolve the dispute which is the subject of the Impasse Notice by mediation using a third-party mediator mutually approved by the Parties. A request for mediation shall be made in writing, delivered by one Party to the other Party, and filed with the Person administering the mediation. The Parties shall endeavor in good faith to settle the dispute in an amicable manner within forty-five (45) days of submission to non-binding mediation.

The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any Party may, within thirty (30) days from the date that mediation has been concluded without resolution of the dispute or sixty (60) days after mediation has been demanded without resolution of the dispute, proceed to pursue its other remedies at law or in equity pursuant to this Agreement.

The foregoing shall not be construed to limit or impede any Party's right to seek any available injunctive or similar equitable relief, nor to enforce a monetary award from mediation, in the courts.

Notwithstanding anything in this Section 5.1 to the contrary, however, the following provisions shall apply to a default by Developer with respect to the Closing of the Phase 2 Parcel and Phase 3 Parcel. In the event Developer fails to consummate the Closing for the Phase 2

Parcel and Phase 3 Parcel by the Closing Date established pursuant to Section 4.11(a) above, and such failure represents a default on the part of Developer hereunder, then Developer shall have the right to extend the Closing Date for up to three (3) additional periods of thirty (30) days each, upon delivery of written notice thereof to the CRA and delivery of an Extension Fee in the amount of Ten Thousand Dollars (\$10,000.00) to Escrow Agent for each extension. In the event Developer fails to consummate the Closing for the Phase 2 Parcel and Phase 3 Parcel by the Closing Date (as the same may be extended), then the CRA's sole remedy shall be to terminate this Agreement and receive the Earnest Money Deposit as liquidated damages, and not as a penalty. The Parties agree it would impractical or difficult to fix the actual damages to the CRA in the event of Developer's foregoing default, and the Parties have agreed that a reasonable estimate of such damages is the amount of the Earnest Money Deposit.

5.2 Notices. Whenever any notice, demand, or request is required or permitted, the notice, demand, or request will be sent by United States Mail, registered or certified, by hand delivery, or by overnight delivery, postage prepaid, to the addresses below.

If to the CRA or City: City of Eustis CRA
Attn: Economic Development Director
10 North Grove Street
Eustis, FL 32726
Telephone: _____

With a copy to: Derek A. Schroth, City Attorney
Bowen & Schroth, P.A.
600 Jennings Avenue
Eustis, FL 32726
Telephone: 352-589-1414

If to Developer Adam Wonus
Atrium Management
1509 S. Orange Avenue
Orlando, FL 32806
Telephone: 407-585-2721

AND

Nancy A. Rossman
PRN Real Estate & Investments, Ltd.
3200 S. Hiawassee Road Suite 205
Orlando, FL 32835
Telephone: 407-230-2536

With copy to: M. Rebecca Wilson, Esquire

Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Telephone: 407-418-6250

If to Escrow Agent: M. Rebecca Wilson, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Telephone: 407-418-6250

Any notice, demand, or request served on either of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail in accordance with the preceding portion of this Section 5.2; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to. However, at no time will any Party be required to send more than an original and two copies of any notice, demand, or request required or permitted. Written requirements of the Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. No Party may claim any waiver by another Party of such notice requirements based upon such other Party having actual knowledge, implied, oral or constructive notice, lack of prejudice or any other ground as a substitute for failure of a Party to comply with the express written notice requirements herein. Electronic e-mails do not constitute effective notice under this Agreement.

5.3 Estoppel Certificate. Each of the Parties shall, upon the reasonable request of another Party (or any current or prospective source of financing for Developer), and in each case within ten (10) business days after the other Party has requested it, execute and deliver to the appropriate Parties a certificate in recordable form stating:

- (a) that this Agreement is unmodified and is in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications or, if this Agreement is not in full force and effect, that such is the case);
- (b) to the knowledge of the Party providing the certificate, that there are no defaults by it or the other Parties (or specifying each such default as to which it may have knowledge);
- (c) to its knowledge, whether there are any counterclaims against the enforcement of any Party's obligations; and

(d) any other matters reasonably requested.

5.4 Applicable Law. This Agreement will be interpreted and construed under and governed by the laws of Florida.

5.5 Amendment; Waiver. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Agreement. The failure of any Party to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by any Party of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of either the applicable Party.

5.6 Consent. Unless otherwise specifically provided herein, no consent or approval by a Party permitted or required under the terms of this Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by the Party by or on whose behalf such consent is given.

5.7 Parties in Interest; Limitations on Rights of Others. The terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable solely by the Parties and their permitted successors and assigns, and nothing in this Agreement or by virtue of the transactions contemplated hereby, whether express or implied, shall be construed to constitute, create or confer rights, remedies or claims in or upon any Person (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the Parties to such Persons, or to permit any Person other than the Parties hereto and their respective successors and assigns to rely upon or enforce the covenants, conditions and agreements contained herein, except as otherwise specifically provided herein.

5.8 Relationship of Parties. The relationship of the Parties under this Agreement is that of independent parties, each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership, joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

5.9 Further Assurances. The Parties shall execute, acknowledge and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as any Party shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated thereby.

5.10 No Personal Liability. All costs, obligations and liabilities under this Agreement on the part of the Parties are solely the responsibility of the respective Party, and no partner, stockholder, member, director, officer, official, employee, agent or elected or appointed official of any Party to this Agreement shall be personally or individually liable for any costs, obligations or liabilities of such Party under this Agreement and each such Person may raise this Section 5.10 as a defense to any action brought seeking to impose such costs, obligations or liabilities on

it. Except as any Party to this Agreement may otherwise agree in writing with regard to its liability, all Persons extending credit to, contracting with or having any claim against any Party to this Agreement, may look only to the funds and property of such Party for payment of any such suit, contract or claim to the extent such Party is liable therefor, or for the payment of any costs that may become due or payable to them from any Party to this Agreement.

5.11 Attorneys' Fees. In the event of any controversy, claim or dispute between the Parties arising from or relating to this Agreement (including the enforcement of any indemnity provisions), the prevailing Party shall be entitled to recover reasonable costs, expenses and attorneys' fees. For all purposes of this Agreement and any other documents relating to this Agreement, the terms "attorneys' fees" or "counsel fees" shall be deemed to include paralegals, and wherever provision is made herein or therein for the payment of attorneys' or counsel fees or expenses, such provision shall include such fees and expenses (and any applicable sales taxes thereon) incurred in any and all judicial, bankruptcy, reorganization, administrative or other proceedings, including appellate proceedings, whether such fees or expenses arise before proceedings are commenced or after entry of a final judgment.

5.12 Good Faith. In exercising their rights and fulfilling obligations under this Agreement, each Party acknowledges that the other Party has acted to date in good faith and each Party agrees to continue to act in good faith. Each Party acknowledges that in each instance under this Agreement where a Party is obligated to exercise good faith or to use good faith, diligent or other similar efforts, such Party shall not be required to expend any funds, or grant any other consideration of any kind, in the performance of such undertaking, and each Party further acknowledges that the obligation of any Party to act in good faith, or undertake good faith, diligent or other similar efforts does not constitute a warranty, representation or other guaranty that the result that the Parties are attempting to achieve shall be successfully achieved and no Party shall be liable for any failure to achieve the result or results intended so long as the Party has complied with its obligation to act in good faith.

5.13 Radon. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health Unit.

5.14 Risk of Loss. Until the Closing is consummated, risk of loss with respect to the Property shall remain with the CRA.

5.15 Condemnation. If any authority having the right of eminent domain shall commence negotiations with the CRA or shall commence legal action against the CRA for the damaging, taking or acquiring of all or any part of the Property either temporarily or permanently, by condemnation or by exercise of the right of eminent domain, the CRA shall immediately give notice of the same to Developer. Upon the occurrence of any of the foregoing events, Developer shall have the right, at its option, to (i) terminate this Agreement by giving notice thereof to the CRA on or before thirty (30) days following Developer's receipt of notice of the same, in which event Developer shall be released of all further obligations hereunder and the Earnest Money Deposit shall be returned to Developer, or (ii) waive any objection and proceed

with this Agreement and receive any and all condemnation proceeds allocated (or allocable) to Parcels which are or have been acquired by Developer hereunder.

5.16 Escrow Agent. The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross negligence or willful misconduct. The Parties hereby indemnify and hold harmless the Escrow Agent from and against any loss, liability, damage, claim, cost, fee or expense whatsoever (including reasonable attorney's fees at all trial and appellate levels) which the Escrow Agent may incur or be exposed to in its capacity as Escrow Agent hereunder except for its gross negligence or willful misconduct. If there be any dispute as to disposition of the Earnest Money Deposit or any proceeds held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent is hereby authorized to interplead said amount with any court of competent jurisdiction and thereby be released from all obligations hereunder. The City and the CRA hereby acknowledge that the Escrow Agent is the attorney for Developer. In the event of any dispute between the Parties arising from this Agreement, the City and the CRA hereby waive any claim of conflict of interest arising from the service of Developer's attorney as Escrow Agent and agrees that said law firm may represent Developer in any such dispute.

5.17 Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

5.18 Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, assigns and legal representatives.

5.19 Time. Time is of the essence with respect to all matters contained herein. Whenever any time period is to be computed hereunder, the day from which the period shall run is not to be included, and any period ending on a Saturday, Sunday or legal holiday will be extended to the next business day. The term "business day" means any day other than a Saturday, Sunday or any federal legal holiday.

5.20 Validity. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their duly authorized representatives as of the day and year first written above.

[SIGNATURES TO FOLLOW]

ATTEST:

THE CITY

CITY OF EUSTIS

_____, City Clerk

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by _____, as _____ of the City of Eustis, who is personally known to me.

NOTARY SEAL

Notary Public

Print Name: _____

My Commission expires: _____

Witnesses:

CRA

DOWNTOWN AND EAST TOWN
REDEVELOPMENT AGENCY

Print Name: By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by _____, as _____ of Downtown and East Town Redevelopment Agency, on behalf of the agency and who is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary Public

Print Name: _____

My Commission expires: _____

Witnesses:

DEVELOPER

Print Name: _____ By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by _____, as _____ of _____, a _____, on behalf of _____, who is personally known to me or has produced _____ as identification.

NOTARY SEAL

Notary Public

Print Name: _____

My Commission expires:

JOINDER OF ESCROW AGENT

The undersigned, Lowndes, Drosdick, Doster, Kantor & Reed, P.A., joins in the execution hereof solely for the purpose of agreeing to act as Escrow Agent hereunder, as set forth herein.

LOWNDES, DROSDICK, DOSTER,
KANTOR & REED, P.A.

By: _____
Name: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Description of Phase 1 Parcel

[NOTE: Because this parcel is part of the block, we may need to use a sketch for now and later replace it with a metes and bounds legal description to be generated as part of the due diligence survey. Among other things, that survey will be needed for the Site Plan/PSP process.]

Description of Phase 2 Parcel

Description of Phase 3 Parcel

Description of Phase 4 Parcel

[NOTE: Because this parcel is part of the block, we may need to use an approximate sketch for now and later replace it with a metes and bounds legal description to be generated as part of the due diligence survey. Among other things, that survey will be needed for the Site Plan/PSP process.]

EXHIBIT “B”
CONCEPTUAL MASTER PLAN

EXHIBIT “C”
PERMITTED EXCEPTIONS

Exhibit C – Page 1

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EXHIBIT "D"
PROPERTY REPORTS

Appraisals

- Folder: "2020 Appraisals"
 - o "Northern Lot 200305C City of Eustis"
 - . Parcel 2 Appraisal - 3/23/2020
 - o Southern Lot 200305B City of Eustis"
 - . Parcel 3 Appraisal - 3/23/2020
 - o "Surface Parking Lot 200305A City of Eustis"
 - . Parcel 1 Appraisal - 3/23/2020
- "Grove Street Blocks AICF"
 - o Combination of Parcels 2 and 3 - 4/15/2009
- "Surface Lot Appraisal AICF"
 - o Parcel 1 Appraisal - 4/15/2009
- "Surface Lot Appraisal Covert Appraisal Services"
 - o Parcel 1 Covert Appraisal - 5/4/2009

Environmental

- Folder: "Nov 2019 Universal Report"
 - o "Nov 2019 Universal Report Appendix B"
 - . Appendix B of 2019 Environmental Report - Multiple Attachments and Figures of Varying Dates
 - o "Nov 2019 Universal Report Appendix C and D"
 - . Appendices C and D of 2019 Environmental Report - Multiple Charts and Data Readouts
 - o "Nov 2019 Universal Report with Appendix A"
 - . Universal Groundwater Sampling Report with Appendix A - 11/19/2019
- "Feb 2020 FDEP Response"
 - o FDEP Approval of Site Closure Plan - 2/13/2020
- "Jan 2020 Letter from Universal to FDEP"
 - o Universal Correspondence re: Site Closure Plan - 1/22/2020
- "Limited Site Assessment Bay Street Parcel July 2005"
 - o Parcel 1 Environmental Site Assessment from Universal - 06/2005

- "Phase 1 Summary All Foundation Parcels July 2004"
 - Phase 1 Environmental for Multiple Parcels throughout Downtown Eustis - 07/2004
- "Phase 2 Map All Foundation Parcels Except Bay October 2004"
 - Map for Phase 2 Summary Below - 10/2004
- "Phase 2 Summary All Foundation Parcels Except Bay October 2004"
 - Phase 2 Environmental for Multiple Parcels throughout Downtown Eustis - 10/2004
- "Supplemental Environmental Bay Parcel April 23 2009"
 - Supplemental Environmental Report from Universal for Parcel 1 - 4/23/2009
- "Greenfield Environment"
 - Supplemental Environmental Report from Greenfield Environmental - 1/30/2017
- "ECS – General Assessment Report"
 - Supplemental Environmental Report from ECS - 11/21/2006

Geotechnical

- "Geotechnical Grove Blocks July 28 2005"
 - Universal Geotechnical Report for Combined Parcels 2 and 3 - 7/28/2005
- "Geotechnical Summary All Foundation Properties August 10 2004"
 - Universal Preliminary Geotechnical Report for multiple parcels throughout Downtown Eustis - 08/10/2004
- "Limited Geo Exploration Report Bay Block March 7 2020"
 - Universal Geotechnical Exploration Report for 4-Story Office Building on Parcel 1 - 3/7/2020

Impact Fees

- "Combined Impact Fee Docs"
 - All Impact Fee Documents Combined
- "Waterman Site School Impact Fees"
- "Waterman Site Transportation Impact Fees"
- "Waterman Site Water and Sewer Impact Fees"

Surveys

- "FS Stevenot Survey"

- o Survey for Combined Parcels 2 and 3 - 06/18/2013
- "FS Webb Survey 1"
 - o Survey for Parcel 1 - 04/02/1999
- "FS Webb Survey 2"
 - o Survey for Combined Parcels 2 and 3 - 06/14/1999

EXHIBIT “E”
DESCRIPTION/DEPICTION OF LAKE MECHANICAL PROPERTY

Exhibit E – Page 1

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EXHIBIT “F”
IMPACT FEE CREDITS

Exhibit F – Page 1

| ~~0215229\191875\10859867v11~~[0215229\191875\10859867v12](#)

EXHIBIT “G”
FORM OF LAKE MECHANICAL PARKING AGREEMENT

Summary report: Litera® Change-Pro for Word 10.13.0.36 Document comparison done on 9/8/2021 3:48:50 PM	
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Intelligent Table Comparison: Active	
Original DMS: iw://LOWNDES-DMS.IMANAGE.WORK/Active/10859867/11	
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Changes:	
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<u>Move To</u>	0
<u>Table Insert</u>	0
~~Table Delete~~	0
<u>Table moves to</u>	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	40

PARKING FACILITY EASEMENT AGREEMENT

THIS PARKING FACILITY EASEMENT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 202__ (the “Effective Date”), by and between the **CITY OF EUSTIS**, a Florida municipal corporation (“City”), and **WATERMAN SQUARE LLC**, a Florida Limited Liability Company (“Developer”), with reference to the facts set forth below. City and Developer may each individually be referred to as a “Party” and may together be referred to as the “Parties”.

RECITALS

WHEREAS, City is the owner of fee simple title to certain real property located in Lake County, Florida, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof (the “Parking Garage Property”); and

WHEREAS, Developer is the owner of fee simple title to certain real property located in Lake County, Florida, more particularly described in Exhibit “B” attached hereto and by this reference made a part hereof (the “Benefitted Property”); and

WHEREAS, the Benefitted Property is intended to be developed as a mixed-use development containing: (i) a mixed-use apartment building containing multi-family dwelling units and ground-floor retail/restaurant/commercial space; (ii) a food hall; (iii) courtyard/patio areas open to the public; (iv) potentially a hotel together with accessory uses; and (v) such other uses as may be permitted and approved under Applicable Laws (collectively, the “Project”); and

WHEREAS, a structured parking facility will be constructed and operated by the City on the Parking Garage Parcel (the “Parking Garage”), which Parking Garage will consist of one integrated parking facility serving both the general public and the Benefitted Property, and containing a total of approximately two hundred and fifty (250) parking spaces, more or less; and

WHEREAS, the Parking Garage will include separate parking and access areas such that certain areas and sixty-four (64) spaces within the Parking Garage will be allocated to and used exclusively by the residents, employees, patrons, guests, service providers, and invitees of the Project (the “Project Parking”); and

WHEREAS, in order to facilitate the orderly development and operation of the Project, the City desires to grant and create parking easements for the benefit of the Developer and the Benefitted Property, as hereinafter specified, and enter into certain covenants and agreements respecting the operation of the Parking Garage.

NOW THEREFORE, for and in consideration of the premises hereof, of the mutual covenants and benefits herein provided and for other good valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree, and hereby declare, create, and impose the covenants, conditions, easements and restrictions set forth herein.

ARTICLE 1

DEFINITIONS

The following capitalized terms shall have the meanings set forth below for purposes of this Agreement:

1.1 Access Gate(s). The term “Access Gate(s)” refers to the gate(s) and other devices, equipment and improvements located in the Parking Garage which will restrict access to the Project Parking. The type, location, configuration and operation of the Access Gate(s) shall be subject to the prior approval of Developer, such approval not to be unreasonably withheld. The Access Gate(s) shall be adequately maintained by Developer at its sole expense.

1.2 Agreement. The term “Agreement” means this Parking Facility Easement Agreement as it may be amended or supplemented from time to time.

1.3 Applicable Laws. The term “Applicable Laws” means the entitlements for the Parking Garage and the Project and any law, regulation, rule, order and ordinance of any governmental agencies having jurisdiction over the Parking Garage and the Project.

1.4 City. The term “City” means the City of Eustis, Florida.

1.5 Completion of Construction. The term “Completion of Construction” means construction has been completed for the Parking Garage and the Parking Garage is open and operational for the use thereof by the Project as contemplated herein, within twenty (20) months of the effective date of the Eustis Development and Acquisition Agreement.

1.6 Developer The term “Developer” means Waterman Square LLC, and any person(s) or entity(ies) to whom the Developer’s rights and obligations hereunder shall be expressly assigned pursuant to Section 8.6 of this Agreement and pursuant to a written assignment or other instrument recorded in the Official Records of Lake County, Florida. Any such assignment of rights and/or delegation of duties may be as to all or any portion of the Project and may include only certain specific rights and/or duties of the Developer and may be subject to such conditions as Developer may impose in its sole discretion and subject to Section 8.6 of this Agreement.

1.7 Emergency. The term “Emergency” means any situation, condition or event which threatens substantial imminent danger or injury to any person or property subject to this Agreement.

1.8 Mortgage. The term “Mortgage” means any duly recorded mortgage encumbering any portion of the Benefitted Property.

1.9 Mortgagee. The term “Mortgagee” means the mortgagee or beneficiary under any Mortgage.

1.10 Occupant. The term “Occupant” means any person or entity, other than an Owner, who has the right to use and occupy any portion of the Project, including, without

limitation, an Owner's family members, guests, invitees, licensees, tenants, subtenants, customers, patrons, and/or assignees.

1.11 Owner. The term "Owner" means any and all persons or entities who alone or collectively are the record owners of all or any portion of the Benefitted Property (but excluding those having any such interest merely as security for the performance of an obligation).

1.12 Parking Garage. The term "Parking Garage" shall mean and refer to the structured parking facility located on the Parking Garage Property together with all fixtures, equipment, systems, personal property, signage, Utility Facilities, and other improvements forming a part of such parking facility and used or useful in connection with the use and operation thereof.

1.13 Parking Plan. The term "Parking Plan" refers to the designation of the sixty-four (64) parking spaces on the top floor of the Parking Garage allocated exclusively to the Benefitted Property, and any modifications thereto.

1.14 Party or Parties. The term "Party" or Parties" refers individually or collectively as the context requires to the City and to the Developer.

1.15 Permitted Users. The term "Permitted Users" means the Owners and Occupants, and the employees, customers, patrons, guests, agents, contractors, vendors and other invitees of any Owner and/or any Occupant.

1.16 Project Parking. The term "Project Parking" refers to the sixty-four (64) parking spaces (including parking for persons with disabilities, if permitted by Applicable Laws) allocated exclusively to Developer and the Benefitted Property for the exclusive use of the Project as shown on the Parking Plan.

1.17 Utility Facilities. The term "Utility Facilities" means all utility, communication, lighting, heating, ventilation and other similar systems and facilities including, without limitation, intake and exhaust systems, any back flow preventers, any drainage systems, ducting systems for ventilation and utility services, lighting systems (including light fixtures), water systems, sanitary sewer systems, natural gas systems, electrical systems, fire life safety systems (including the fire suppression system), water systems, central plants, exhaust fans, lightning rods, vaults, switchgears, heating, ventilation and air conditioning systems, (including, without limitation, all machinery controls and vents relating thereto), Emergency generators, central utility services and all other utility systems, conduits, cabling and facilities servicing the Parking Garage which are situated in, on, over, under or across the Parking Garage Property.

ARTICLE 2

PARKING AND OTHER RIGHTS AND EASEMENTS

2.1 Easements in Favor of the Project.

2.1.1 Commencement of Easements Granted. All of the easement and other rights granted in this Agreement shall automatically become effective as of the Effective Date.

The Parties acknowledge and agree that as to each easement granted to an Owner as set forth herein, such Owner may delegate its right to use such easement to its respective Occupants.

2.1.2 Non-Exclusive Access Easements. City grants to the Developer non-exclusive, perpetual easements for vehicular and pedestrian ingress, egress and access in, on, over, through and across the walkways, traffic lanes and drive aisles within the Parking Garage Property to and from the Parking Garage.

2.1.3 Exclusive Use Parking Easements. City grants to Developer, for the use and benefit of the Benefitted Property, the Owners, the Occupants and the Project, exclusive easements for vehicular parking purposes in, on, over, through and across the Project Parking. The foregoing parking easement (and the use of the Project Parking) shall be available every day, seven (7) days per week, twenty-four (24) hours per day. The intent of this paragraph is to confirm that the Project Parking shall be available for use at all times and that the use thereof shall not be restricted or prevented during any particular times of day or on any particular days (except in the case of an Emergency).

2.1.4 Non-Exclusive Elevator Easements. City grants to Developer, the Owners and the Occupants a non-exclusive easement for access to and use of the Parking Garage elevators between the street level and the level(s) of the Parking Garage which include the Project Parking, and between other levels as needed for access to the Project Parking. The Parties acknowledge that such easement also includes the exclusive right of Developer to install, operate, maintain, repair and replace a device within the elevators (including, without limitation, a card reader) to control access to any Project Parking for the benefit of the Owners and Occupants, which device shall be maintained by the Developer.

2.1.5 Easement for Signage. City grants to Developer a non-exclusive easement to install and maintain reasonable signage within the Parking Garage which the Developer deems necessary or appropriate for the designation, identification, way-finding, and use of the Project Parking. All signage must comply with Applicable Laws unless the City grants a waiver.

2.2 Easements Run with the Land. Each easement and other right set forth and granted in this Agreement shall run with and bind the Parking Garage Property and the Benefitted Property and shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assigns and grantees.

2.3 Term of Easements. The easements and other rights granted herein shall be in perpetuity. Notwithstanding the foregoing, in the event the Downtown and East Town Redevelopment Agency ("CRA") exercises its right to recapture that portion of the Benefitted Property described on Exhibit "C" attached hereto and by this reference made a part hereof (the "Hotel Parcel") pursuant to Section 3.4 of the Eustis Development and Acquisition Agreement dated [REDACTED], 2021 and recorded in Official Records Book [REDACTED], Page [REDACTED] of the Public Records of Lake County, Florida (the "Development Agreement"), then upon such conveyance and acquisition of the Hotel Parcel by the CRA or its assignee/designee, this Agreement and the easements and other rights granted herein shall terminate automatically with respect to the Hotel Parcel and the Hotel Parcel shall no longer be subject to or benefit from the provisions of this

Agreement. Upon any such termination of this Agreement with respect to the Hotel Parcel, the Parties shall cooperate in good faith to execute and record a notice of such termination among the Public Records of Lake County, Florida.

ARTICLE 3

CONSTRUCTION AND MAINTENANCE

3.1 Construction of Parking Garage. The Completion of Construction of the Parking Garage shall occur within twenty (20) months of the effective date of the Eustis Development and Acquisition Agreement. In the event Completion of Construction does not occur within twenty (20) months of the effective date of the Eustis Development and Acquisition Agreement, then Developer's rights and remedies on account thereof shall be governed by Section 3.2(i) of the Development Agreement.

3.2 Maintenance.

3.2.1 Maintenance. Unless the context otherwise requires, as used in this Agreement, "maintenance", "maintain" or "maintaining" means the inspection, maintenance, repair, sweeping, replacement, reconstruction and/or restoration of the Parking Garage on a regularly scheduled basis, to ensure that the Parking Garage is maintained and repaired in good order and repair and to a commercially reasonable standard consistent with the quality of development of the Project. To the extent repair, replacement, reconstruction and/or restoration is required as a result of damage or destruction under **ARTICLE 6**, then the repair, replacement, reconstruction and restoration shall be governed by the provisions of **ARTICLE 6**.

3.2.2 Maintenance Responsibilities. The City shall, at its sole cost and expense, have the responsibility for maintaining the Parking Garage, which shall include, without limitation, the following:

(a) The structural integrity of the Parking Garage, including, without limitation, the foundation, roof, walls, floors, columns, beams, and all other structural components;

(b) The wearing surface (i.e., the floor) of all portions of the Parking Garage (including the Project Parking), and the interior and exterior walls of the Parking Garage (including painting, graffiti removal and mold remediation for all such interior and exterior walls);

(c) All stairwells and elevators;

(d) All ventilation fans;

(e) Any Utility Facilities which serve the Parking Garage (including, without limitation, all lighting fixtures and bulbs, [including, replacement and disposal of fixtures and/or bulbs], and all electrical charges per the assigned meters);

(f) Any landscaped areas; and

- (g) All public streetlights.

The City shall perform all of its maintenance obligations so as to keep the Parking Garage and other areas in a neat, clean and safe condition and in good operating condition for the intended purpose. Such maintenance shall include the obligation to sweep the Parking Garage on a regularly scheduled basis, remove debris, trash and other litter, and re-stripe the parking areas as needed. All grass in the landscaped areas, if any, shall be mowed on a regularly scheduled basis so as to keep same in a neat, clean, safe and attractive condition at all times. All irrigation systems shall be inspected regularly to ensure there are no malfunctions. All aesthetic features shall be maintained in a neat, clean and attractive condition.

3.2.3 Right to Cure Upon Failure to Maintain. If the City fails to perform such obligations in accordance with the standards set forth herein, the Developer may notify the City of its failure to perform its obligations hereunder, such notice to specifically set forth the obligations which were not performed. Within ten (10) days following such notice, the Parties shall meet and confer to establish reasonable procedures for the City to implement. If, following such meeting, the City fails to complete the performance of its maintenance obligations in accordance with the reasonable procedures established at the meeting within thirty (30) days (or, if such maintenance obligations cannot be completed within thirty [30] days, if the City either fails to commence to perform such maintenance obligations within such thirty (30) day period, or if the City timely commences to perform such maintenance obligations but thereafter fails to diligently prosecute such maintenance obligations to completion), the Developer shall have the right, but not the obligation, to cure the City's default of its obligations pursuant to the terms of this Agreement by delivering at least fifteen (15) days prior written notice to the City of the Developer's exercise of its right to cure the default. Notwithstanding the foregoing, in the event of an Emergency, either Party may take such actions as may be reasonable under the circumstances without the obligation for prior notice but shall after taking such actions provide notice to the other Party. After the Developer completes any responsibilities of the City as provided above, the Developer shall deliver an invoice to the City for the costs and expenses incurred in performing such maintenance ("Maintenance Expenses"). The City shall reimburse the Developer within thirty (30) days after receipt of such invoice. All Maintenance Expenses not paid for when due shall bear interest at the highest rate allowed by law commencing from the date of delinquency and the Developer shall be entitled to reasonable costs of collection, including, without limitation, attorneys' fees and costs.

ARTICLE 4

COVENANTS REGARDING USE, OPERATION AND ENFORCEMENT

4.1 Usage. The Parking Garage shall be open and available for use every day, seven (7) days per week, twenty-four (24) hours per day.

4.2 Enforcement of Parking Restrictions. The Parties acknowledge and agree that the general public shall not have any right of access into the Project Parking except as may be approved by Developer. The City shall be solely responsible for enforcing the parking restrictions applicable to the Parking Garage and the Project Parking. All vehicles violating any

parking restriction may be subject to towing or other enforcement rights and remedies by Developer or by the City, as the case may be.

4.3 Fees. The Owners or Permitted Users may charge a fee to their tenants, customers, patrons, guests or invitees for access to, or use of, any of the Parking Spaces.

4.4 Security. The Parties acknowledge that the Parking Garage will have reasonable attendants or security services or devices, in accordance with a security plan mutually acceptable to the Parties in their reasonable discretion. The costs of such security shall be part of the maintenance expenses for which the City is responsible.

4.5 Establishment of Rules and Enforcement. The City may establish rules and regulations relating to the use and operation of the Parking Garage and shall monitor and enforce such rules and regulations (including, but not limited to, citing and towing vehicles and taking any other action permitted by law to enforce such rules and regulations). Notwithstanding the foregoing, such rules and regulations shall be acceptable to Developer, in its reasonable discretion, as they relate to the use and operation of the Project Parking.

4.6 Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Parking Garage and shall not be allowed to accumulate thereon or therein. Trash, garbage and other waste shall only be kept in sanitary containers.

4.7 Hazardous Materials. No flammable, toxic or hazardous materials shall be stored, kept or used within the Parking Garage except in accordance with all Applicable Laws. Further, no flammable, toxic or hazardous materials shall be disposed or dumped into the garbage containers, down the drains, or otherwise, within the Parking Garage except in accordance with Applicable Laws.

ARTICLE 5 **INSURANCE**

5.1 Property Insurance. The City shall, at its sole cost and expense, obtain and maintain a policy of property insurance (a/k/a/ fire and casualty insurance) with an extended coverage ("all risk") endorsement for the Project Garage. Such insurance shall be maintained, if feasible, in an amount equal to one hundred percent (100%) of the then current replacement cost of the Parking Garage and portions thereof (without deduction for depreciation or co-insurance).

5.2 Other Insurance. The City shall, at its sole cost and expense, maintain such other insurance coverage as the City determines in its reasonable discretion or as required to comply with Applicable Laws.

5.3 Review of Insurance. The Parties shall review the adequacy of all insurance required by this Agreement to be maintained by the City at least once every year. The review shall include a reasonable determination of the replacement cost of the Parking Garage, without regard to depreciation.

5.4 General Policy Requirements.

5.4.1 Changes in Coverage: Copies of Policies. Copies of all insurance policies required to be carried by the City hereunder shall be retained by the City and be available for inspection by Developer at reasonable times. All such insurance policies shall provide that they shall not be cancelable or substantially modified by the insurer without first giving at least thirty (30) days prior notice in writing to the Parties. City shall furnish Developer with copies of the original certificates and endorsements naming Developer as a loss payee or as an additional insured, as the case may be, and any amendatory endorsements effecting coverage required by this Agreement. The endorsements shall be on forms provided by the insurer and shall comply with the requirements set forth in this **Article 6**. All certificates and endorsements are to be received and approved by the Parties before this Agreement commences; however, failure to do so shall not operate as a waiver of these insurance requirements.

5.4.2 General Requirements. Except as otherwise provided herein, all insurance policies the City is required to obtain pursuant to this Article shall be placed and maintained with companies rated at least "A-/X" by A.M. Best Insurance Service and otherwise reasonably satisfactory to Developer. City's deductibles shall not exceed Ten Thousand and 00/100 Dollars (\$10,000.00) or one percent (1%) of the face amount of the policy for the policy of property insurance, whichever is less, unless approved by Developer. The coverage amounts required for such insurance policies may be satisfied by any combination of primary and excess policies that collectively serve to satisfy the requirements of this Article.

ARTICLE 6

DAMAGE OR DESTRUCTION

6.1 Repair and Reconstruction. Except as otherwise stated in this **ARTICLE 6**, if the Parking Garage or any portion thereof is damaged or destroyed by fire or other casualty, the City shall affect or cause the Repair (as defined below) of such improvements and any other portions of the Parking Garage Property in accordance with the requirements set forth herein. As used in this **ARTICLE 6**, the term "Repair" or "Repaired" refers to any repair, replacement, reconstruction or restoration of the Parking Garage, as the case may be, to the condition that existed prior to such damage or destruction. The insurance proceeds received by the City in connection with any damage or destruction of the Parking Garage ("Insurance Proceeds") shall be used to Repair the Parking Garage. The City shall make such Repairs in accordance with the requirements set forth in this Article, and shall designate a construction consultant, a general contractor and an architect for the Repair. All Insurance Proceeds and any other monies allocated for the Repair shall be deposited into a separate segregated account and shall not be commingled with any other funds. If Insurance Proceeds are not sufficient and readily available to complete such Repair, the City shall provide additional funds needed to complete such Repair.

6.2 Repair Work. Any Repair which is required hereunder shall be undertaken with all diligence and commercially reasonable efforts in accordance with the original plans for the Parking Garage, modified as may be required by applicable building codes and regulations in force at the time of such Repair. In all cases, the City shall undertake Repair with all diligence as promptly as reasonably practical under the circumstances and shall diligently pursue the Repair to completion, subject to delays that are beyond the reasonable control of the City.

ARTICLE 7
DEFAULT; DISPUTE RESOLUTION

7.1 Default; Dispute Resolution. In regard to any disputes that may arise under this Agreement, it is the intent of the Parties that any such disputes be resolved amicably and, to the extent reasonably possible, without litigation. In that regard, in the event any dispute should arise and is not resolved at a management level, either Party shall have the right, exercisable by written notice to the other Party (an “Impasse Notice”), to refer such matter for resolution by the Parties’ designated representatives. In the event an Impasse Notice is sent, then the Parties shall meet and attempt to resolve said matter in an amicable fashion within thirty (30) days after the date of the Impasse Notice (or sooner, if possible). If said dispute cannot be resolved within said thirty (30) day period, then the dispute shall be submitted to non-binding mediation as provided below.

Non-binding mediation shall be a condition precedent to initiating litigation or other dispute resolution relating to an Impasse Notice. The Parties shall endeavor to resolve the dispute which is the subject of the Impasse Notice by mediation using a third-party mediator mutually approved by the Parties. A request for mediation shall be made in writing, delivered by one Party to the other Party, and filed with the Person administering the mediation. The Parties shall endeavor in good faith to settle the dispute in an amicable manner within forty-five (45) days of submission to non-binding mediation.

The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any Party may, within thirty (30) days from the date that mediation has been concluded without resolution of the dispute or sixty (60) days after mediation has been demanded without resolution of the dispute, proceed to pursue its other remedies at law or in equity pursuant to this Agreement.

The foregoing shall not be construed to limit or impede any Party’s right to seek any available injunctive or similar equitable relief, nor to enforce a monetary award from mediation, in the courts.

7.2 No Waiver. No waiver by either Party of a breach of any of the terms, covenants or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by the other Party hereunder shall be implied from any omission by Developer or the City to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in such waiver. The consent or approval by Developer or the City to or of any act by the other Party requiring Developer’s or the City’s consent or approval, respectively, shall not be deemed to waive or render unnecessary Developer’s or the City’s consent or approval to or of any subsequent similar acts by the other party. Without limiting the generality of the foregoing, Developer’s or the City’s acceptance of any payments hereunder shall not be deemed a waiver of any breach by the other Party under the terms and conditions hereof.

ARTICLE 8

GENERAL PROVISIONS

8.1 Notices. Any notice, payment, demand, offer, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt requested), postage and charges prepaid, or by Federal Express or other reputable overnight delivery service requiring a signature upon receipt, addressed as follows:

If to the City: City of Eustis
Attn: Economic Development Director
10 North Grove Street
Eustis, FL 32726
Telephone: _____

With a copy to: Derek A. Schroth, City Attorney
Bowen |Schroth
600 Jennings Avenue
Eustis, FL 32726
Telephone: 352-589-1414

To Developer: _____

 Telephone: _____

With a copy to: _____

 Telephone: _____

Any such notice shall be deemed to be given on the date on which it is received, or receipt thereof is refused. Any Party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other Party or Parties hereto.

8.2 Binding Effect. All of the covenants, conditions, restrictions, easements, rights, terms and provisions contained herein shall attach to and run with the Parking Garage Property and the Benefitted Property, and shall, except as otherwise set forth herein, benefit and be binding upon the successors and assigns of the respective Parties. This Agreement and all the covenants, conditions, restrictions, easements, rights, terms and provisions herein contained shall be enforceable as mutual, equitable servitudes in favor of said properties and any portion thereof,

shall create rights and obligations as provided herein between the respective Parties and shall be covenants running with the land. Every person who now or in the future owns or acquires any right, title or interest in or to any of the properties or portion thereof shall be conclusively deemed to have consented to and agreed to every covenant, condition, restriction, easement, right, term and/or provision contained in this Agreement, whether or not the instrument conveying such interest refers to this Agreement.

8.3 Attorneys' Fees. In the event of any controversy, claim or dispute between the Parties arising from or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable costs, expenses and attorneys' fees. For all purposes of this Agreement and any other documents relating to this Agreement, the terms "attorneys' fees" or "counsel fees" shall be deemed to include paralegals, and wherever provision is made herein or therein for the payment of attorneys' or counsel fees or expenses, such provision shall include such fees and expenses (and any applicable sales taxes thereon) incurred in any and all judicial, bankruptcy, reorganization, administrative or other proceedings, including appellate proceedings, whether such fees or expenses arise before proceedings are commenced or after entry of a final judgment.

8.4 Estoppel Certificate. Each of the Parties shall, upon the reasonable request of the other Party (or any current or prospective source of financing for such Party), and in each case within ten (10) business days after the other Party has requested it, execute and deliver to the appropriate Party a certificate in recordable form stating:

(a) that this Agreement is unmodified and is in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications or, if this Agreement is not in full force and effect, that such is the case);

(b) to the knowledge of the Party providing the certificate, that there are no defaults by it or the other Party (or specifying each such default as to which it may have knowledge);

(c) to its knowledge, whether there are any counterclaims against the enforcement of any Party's obligations; and

(d) any other matters reasonably requested.

8.5 Mortgagee Protection. No portion of this Agreement or any amendment or violation thereof shall operate to defeat or render invalid, in whole or in part, the rights of the beneficiary, insurer, guarantor, or holder of any mortgage or deed of trust encumbering any portion of the properties; provided that, after foreclosure of any such mortgage or deed of trust, the portion of the properties foreclosed upon shall remain subject to this Agreement.

8.6 Amendment and Assignment. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Agreement. Developer may not assign its rights or obligations under this Agreement without the prior written consent of the City and the CRA, which consent shall not to be unreasonably withheld, conditioned, or delayed; provided, however, Developer may assign its rights and obligations under this Agreement without the City's and the CRA's consent, in whole

or in part, to either (i) an entity that is affiliated with Developer, or (ii) the Owner(s) of any portion of the Benefitted Property. For purposes of this Section 8.6, “affiliate” means any other entity that Atrium Management Company, LLC (or its principals) and/or PRN Real Estate & Investments, Ltd. (or its principals) controls or manages. For the purposes of this definition, the term “controls or manages” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the entity in question, whether by the ownership of voting securities, contract or otherwise. Any reference to “Developer” in this Agreement shall mean and refer to an assignee under this Section 8.6 upon such assignment.

8.7 Consent. Unless otherwise specifically provided herein, no consent or approval by a Party permitted or required under the terms of this Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by the Party by or on whose behalf such consent is given.

8.8 Relationship of Parties. The relationship of the Parties under this Agreement is that of independent parties, each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership, joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

8.9 Further Assurances. The Parties shall execute, acknowledge and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as any Party shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated thereby.

8.10 No Personal Liability. All costs, obligations and liabilities under this Agreement on the part of the Parties are solely the responsibility of the respective Party, and no partner, stockholder, member, director, officer, official, employee, agent or elected or appointed official of any Party to this Agreement shall be personally or individually liable for any costs, obligations or liabilities of such Party under this Agreement and each such Person may raise this Section 8.10 as a defense to any action brought seeking to impose such costs, obligations or liabilities on it. Except as any Party to this Agreement may otherwise agree in writing with regard to its liability, all Persons extending credit to, contracting with or having any claim against any Party to this Agreement, may look only to the funds and property of such Party for payment of any such suit, contract or claim to the extent such Party is liable therefor, or for the payment of any costs that may become due or payable to them from any Party to this Agreement.

8.11 Good Faith. In exercising their rights and fulfilling obligations under this Agreement, each Party acknowledges that the other Party has acted to date in good faith and each Party agrees to continue to act in good faith. Each Party acknowledges that in each instance under this Agreement where a Party is obligated to exercise good faith or to use good faith, diligent or other similar efforts, such Party shall not be required to expend any funds, or grant any other consideration of any kind, in the performance of such undertaking, and each Party further acknowledges that the obligation of any Party to act in good faith, or undertake good faith, diligent or other similar efforts does not constitute a warranty, representation or other guaranty that the result that the Parties are attempting to achieve shall be successfully achieved and no Party shall be liable for any failure to achieve the result or results intended so long as the Party has complied with its obligation to act in good faith.

8.12 Severability. In the event any covenant, condition, restriction, easement, right, term or provision contained herein is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, such holding shall in no way affect the validity of enforceability of any other covenant, condition, restriction, easement, right, term or provision contained herein.

8.13 Governing Law. This Agreement and the obligations created hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida and venue for any litigation shall be in Lake County, Florida.

8.14 Captions. Article and section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any covenant, condition, restriction, easement, right, term or provision hereof.

8.15 Counterpart Signatures. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one fully executed original.

(Signatures follow on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

ATTEST:

“City”

CITY OF EUSTIS

_____, City Clerk

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 202____, by _____, as _____ of the City of Eustis, who is personally known to me.

NOTARY SEAL

Notary Public

Print Name: _____

My Commission expires: _____

“Developer”

_____ a _____

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of ____, 202 ____
by _____, as _____ of _____
_____, a _____, on behalf of the _____.
He/She is personally known to me or has produced _____ as
identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: _____

EXHIBIT "A"

Legal Description of Parking Garage Parcel

Lots 1, 2, 3, 4, 13, 14, 15, and 16, Block 15, Official Map of Eustis, according to the map or plat thereof as recorded in Plat Book 1, Page 79, Public Records of Lake County, Florida.

EXHIBIT "B"

Legal Description of Benefitted Property

Block 31, Official Map of Eustis, according to the map or plat thereof as recorded in Plat Book 1, Page 79, Public Records of Lake County, Florida.

EXHIBIT “C”

Legal Description of Hotel Parcel

Metes and bounds legal description to be determined. Parcel identified as “Hotel” on attached sketch.





City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Bill Howe, Acting City Manager
DATE: October 7, 2021
RE: APPOINTMENT OF AN ACTING CITY MANAGER

Introduction:

On September 23, 2021 the City Commission approved Bill Howe, Human Resources Director, to serve as the Acting City Manager through October 15, 2021. The City Commission needs to appoint an Acting City Manager to serve through the interim period until a City Manager is appointed.

Background:

See attached Staff Report.

Attachments:

[Staff Report Acting City Manager 10.7.21](#)

Reviewed by:



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: BILL HOWE, ACTING CITY MANAGER

DATE: OCTOBER 7, 2021

RE: APPOINTMENT OF AN ACTING CITY MANAGER

Introduction:

On September 23, 2021 the City Commission approved Bill Howe, Human Resources Director, to serve as the Acting City Manager through October 15, 2021. The City Commission needs to appoint an Acting City Manager to serve through the interim period until a City Manager is appointed.

Recommended Action:

It is recommended the City Commission discuss and appoint an Acting City Manager to serve until a City Manager is appointed. It is also recommended the City Commission determine the salary to be paid to the Acting City Manager.

Background:

Under Section 4 of the City Charter, the City Manager recommended and the City Commission approved his recommendation to appoint Bill Howe as Acting City Manager through October 15, 2021. The City Commission may revoke that designation at any time and appoint any qualified person to serve as Acting City Manager.

The City Commission should also determine the salary to be paid to the Acting City Manager. The City Commission has discretion in determining that salary. As a point of information, City Personnel Rules & Regulations provide when an employee is temporarily required to serve in and accepts the responsibility to work in a higher exempt position for more than 14 calendar days, such employee would receive a minimum increase of 10%. Also, of note, is on May 4, 2015 when the City Commission last appointed an Acting City Manager to serve in an interim position, her salary was increased from \$115,580 to \$125,000 which was an increase of 8.15%.

Budget /Staff Impact:

The budget impact is dependent on the Acting City Manager's salary as determined by the City Commission.

Prepared by:

Bill Howe, Acting City Manager/Human Resources Director



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Bill Howe, Acting City Manager
DATE: October 7, 2021
RE: CITY MANAGER SELECTION PROCESS

Introduction:

The purpose of this report is to request the City Commission's direction on the process for recruiting, screening and hiring a new City Manager.

Background:

See attached Staff Report

Attachments:

[Staff Report - City Manager Selection Process 10.7.21](#)

Reviewed by:

Bill Howe, Acting City Manager
Mary Montez, City Clerk

Approved - 01 Oct 2021
Approved - 01 Oct 2021



City of Eustis

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

TO:

EUSTIS CITY COMMISSION

FROM: BILL HOWE, ACTING CITY MANAGER

DATE: OCTOBER 7, 2021

RE: CITY MANAGER SELECTION PROCESS

Introduction:

The purpose of this report is to request the City Commission's direction on the process for recruiting, screening and hiring a new City Manager.

Background:

On September 23, 2021, the City Commission accepted the resignation of the City Manager. The City Commissioners directed staff to assemble information for Commission review so they could determine how best to proceed with a selection process for a new City Manager. That process is entirely under the control of the City Commission. At a minimum, those options include:

1. Appointing a City Manager based on a majority vote of the City Commission.
2. Using an outside executive recruitment firm to conduct a recruitment and screening process as determined by the City Commission.
3. Using an internal process facilitated through the Human Resources Department in a similar fashion as done with the hiring of a Department Director with modifications approved by the City Commission.
4. A blend of an external consultant and City staff to complete the recruitment, search and screening process.

In 2014, when the City last selected a City Manager, the City used an RFP process that was narrowed down to three firms. Waters Executive Recruitment was selected and signed a contract with the City on April 14, 2014. Waters began work on June 14, 2014 and the City Commission approved the hiring of the City Manager on March 19, 2015. He began employment with the City on May 14, 2015.

Additional background information requested by City Commissioners will be provided by separate email and is available to the public, by request.

Scope of Work:

The process for recruiting, screening and hiring a City Manager requires significant Commission input and involves many professional tasks including, but not limited to, the following:

1. Developing a candidate profile and general compensation package. This usually includes personal interviews with the Commission, staff and others in the community to determine the desired skills and abilities of the new City Manager, as they relate to the challenges and opportunities in the community.
2. Preparing a recruitment brochure/advertisement
3. Advertising with various professional and trade organizations such as the Florida League of Cities, National League of Cities, National Association of Counties, International City

Manager's Association (ICMA), Florida City/County Manager Association (FCCMA), National Forum for Black Public Administrators, American Society for Public Administration, etc.

4. Screening resumes
5. Selecting and interviewing potential semi-finalists
6. Presenting semi-finalists to Commission for selection of finalists
7. Conducting reference and background checks
8. Coordinating finalist interviews/receptions/tours of City
9. Facilitating selection of a finalist
10. Negotiating an employment contract

Alternatives:

The City Commission could consider any of the following recruiting alternatives:

1. Hire an Executive Recruiting Firm

a. Considerations:

- i. This option relieves the Commission and staff of much of the workload.
- ii. The recruiting firm can provide extensive experience and assess the competitive environment for candidates.
- iii. As an outsider, the firm would not be as familiar with the City's background, vision, concerns, etc.
- iv. The recruiter's assessment of potential candidates may not be consistent with that of the Commission, the community, and/or the employees.
- v. The contract with the recruiting firm will determine the specific tasks and timeframes, so there would be limited flexibility once the process begins.
- vi. It is anticipated this process would take the longest time to complete because at a minimum, bids would need to be obtained, contracts signed and a typical search process would take an additional 90 days. Total anticipated time to hire a new City Manager would be more than six months.

b. Cost:

- i. Estimated to be between \$20,000 to 25,000 for consulting services.
- ii. Material costs for brochures, etc. The fee quote normally includes the cost of advertisements.
- iii. Additional fees for services beyond the scope of the initial contract would be identified as line items.

2. Conduct the recruitment process with in-house personnel

The City Commission could conduct the recruitment as a body, delegating responsibilities to the Human Resources Director to serve as a facilitator in the recruitment process. The City Commission could specify their role in reviewing applications or assign the task to a committee of its members and others. The City's Human Resources Director and City Attorney would provide support in this process.

a. Considerations:

- i. The Human Resources staff is professional and experienced in the recruitment and hiring process.
- ii. An in-house team would be more familiar with the City's needs.
- iii. An in-house team would have more interaction with all the applicants.
- iv. The in-house process could be adjusted as needed to respond to various situations and needs, providing greater flexibility.
- v. It is anticipated this process would be started almost immediately, but would still take four to six months before a City Manager would be hired.

b. Cost:

- i. There would be no consultant fees, but there could be a need for some overtime pay to non-exempt staff, but not exceeding \$1,000.
- ii. The cost for advertisement would be approximately \$5,000 and there would be additional costs for brochures, etc.

3. Conduct the recruitment process with in-house personnel and outside professional assistance.

The City Commission could conduct an in-house recruitment with assistance from an executive search firm or another outside consultant with experience in executive recruitment. The duties of the consultant are usually limited to specific steps in the process such as conducting resume review or recommendation of semi-finalists, etc.

- a. Considerations:

- i. This option provides some outside insight and assistance without turning over the entire recruitment process.
- ii. This option would relieve the Commission and staff of some work by assigning specific tasks to the search firm.
- iii. This option requires clear and constant communication to ensure consistency.
- iv. The search firm assistance would be limited to tasks specified in the contract.
- v. As an outsider, the firm would not be as familiar with the City's background, vision, concerns, etc.
- vi. Since bids would still be required it is anticipated this process would take at least six months before a City Manager could be hired.

- b. Cost:

- i. The fees would depend on the specific tasks, but the total would be less than the full service contract.
- ii. The cost for advertisement, brochures, etc. would be the same as Option 2.

Recommended Action:

It is recommended the City Commission decide how they would like to proceed with the selection of the new City Manager.

Budget / Staff Impact:

In addition to any consultant fees and in-house costs, other anticipated recruiting costs include:

1. Candidate travel expenses for interviews – The total cost would depend on how far the applicants travel and if hotel accommodations are required. Costs can range from \$0 - \$5,000 or more.
2. Advertising – These costs are usually included in the Executive Recruiting Firm's quote. If recruitment is conducted in-house, costs could range up to \$5,000 or more.
3. Miscellaneous Costs – These costs include applicant receptions or "meet and greets", costs for meals during interview process, advertising for public receptions, public meetings, etc. Costs can range from \$500 - \$1,000.

Even if the Commission hires an executive recruiting firm, there will still be a significant need for staff involvement. Staff would spend a significant amount of time facilitating communication, coordinating meetings and interviews, reserving accommodations, setting up tours, arranging for catering, etc.

Should the Commission decide to conduct the recruitment in-house; staff workload would be significant over the next three to four months.

Prepared by:

Bill Howe, Acting City Manager/Human Resources Director