AGENDA
Regular City Commission Meeting
6:00 PM - Thursday, September 23, 2021 - City Hall

Page

INVOCATION: REV. MARIO BOLIVAR, FIRST PRESBYTERIAN CHURCH

PLEDGE OF ALLEGIANCE: COMMISSIONER LEHEUP-SMITH

CALL TO ORDER

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE

2. APPROVAL OF MINUTES

2.1 August 19, 2021 - Regular City Commission Meeting 5 - 18
Staff Report #21-0255 - Html
08-19-2021 CC MIN - For Approval

3. AUDIENCE TO BE HEARD

4. CONSENT AGENDA

4.1 Resignation of City Manager upon approval of City Commission 19 - 21
Staff Report #21-0265 - Html
NEIBERT RESIGNATION LETTER

4.2 Resolution Number 21-70: Acceptance of Eleven Oaks Subdivision Road Right-of-Way and Water System Infrastructure and associated actions 23 - 33
Staff Report #21-0262 - Html
Staff Report Res. No. 21-70 Eleven Oaks Acceptance of Improvements.doc
Resolution Number 21-70 Eleven Oaks Acceptance of Improvements

4.3 Resolution Number 21-73: Purchase in excess of $50,000 for Reclaimed Water Pipe 35 - 38
Staff Report #21-0251 - Html
Resolution No. 21-73

4.4 Resolution Number 21-74: Bay State South Utilities Agreement 39 - 50
Staff Report #21-0252 - Html,Staff Report #21-0252 - Html
Resolution No. 21-74
Bay State South Utilities Agreement 9-15-21

5. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

5.1 Resolution Number 21-71: Adopting Final Millage Rate for 2021 51 - 58
Staff Report #21-0249 - Html
Staff Report - Final Millage Hearing Res 21-71

Resolution No. 21-71 Final Millage

5.2 Resolution Number 21-72: Adopting a Final Budget for Fiscal Year 2021-2022 — 59 - 72
Staff Report #21-0250 - Html
Staff Report -Final Budget 21-22 Res 21-72
Resolution No. 21-72 Final Budget
EXHIBIT A FY 2021-2022 Eustis Budget Summary

5.3 Explanation of Ordinances for Property Located at 2959 South Grove Street (First Reading): — 73 - 108
Ordinance Number 21-24 – Voluntary Annexation
Ordinance Number 21-25 – Comprehensive Plan Amendment
Ordinance Number 21-26 – Design District Assignment
Staff Report #21-0258 - 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

5.4 Explanation of Ordinances for Property Located on the West End of West Seminole Avenue (First Reading): — 109 - 140
Ordinance Number 21-27 – Voluntary Annexation
Ordinance Number 21-28 – Comprehensive Plan Amendment
Ordinance Number 21-29 – Design District Assignment
Staff Report #21-0256 - Html,Staff Report #21-0256 - 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 Review of RFQ for downtown parking garage — 141 - 197
Staff Report #21-0253 - Html,Staff Report #21-0253 - Html
#006-21 - Original RFQ Documents (002)
Location Map (002)
Eustis Parking Garage Geotech Report UES 1-14-21 (002)
Sec._115_6.2.___Central_business_district_urban_center_design_district.

6.2 Direction on the former Florida Hospital Waterman site — 199 - 201
Staff Report #21-0254 - Html
Staff Report - Direction from Commission on Waterman Site

6.3 Discussion concerning SpenceTF contract and anticipatory breach — 203 - 226
Staff Report #21-0260 - Html
Agrmt for Sale and Purchase of Property - CR 44 to Spence TF LLC 3-20-2020
Amendment to Purchase Agreement Escrow Agent 6-25-20
Signed 2nd Am with Resolution No. 20-54

7. FUTURE AGENDA ITEMS

8. COMMENTS

8.1 City Commission

8.2 City Manager

8.3 City Attorney

8.4 Mayor

9. ADJOURNMENT

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

Staff Report

TO: Eustis City Commission

FROM: Mary Montez, City Clerk

DATE: September 23, 2021

RE: AUGUST 19, 2021 - REGULAR CITY COMMISSION MEETING

Introduction:
This item is for consideration of the minutes of the August 19, 2021, regular City Commission meeting.

Attachments:
08-19-2021 CC MIN - For Approval

Reviewed by:

MINUTES
Regular City Commission Meeting

6:00 PM - Thursday, August 19, 2021 – Community Building
601 Northshore Drive, Eustis

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: COMMISSIONER HAWKINS

CALL TO ORDER: 6:41 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. AGENDA UPDATE: NONE

2. APPROVAL OF MINUTES

2.1 June 28, 2021 - City Commission Workshop
August 5, 2021 - Regular City Commission Meeting

Moved by Vice Mayor Lee, seconded by Commissioner Hawkins, to approve the Minutes as submitted. Motion carried by the following votes:

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

3. APPOINTMENTS

3.1 Appointment to Deferred Compensation Plans Committee - Laurie Huebsch

Ron Neibert, City Manager, explained the purpose of the Deferred Compensation Plans Committee.

Bill Howe, Human Resources Director, further explained the committee is made up of three employees - the Finance Director, the Human Resources Director and one regular employee. He introduced Laurie Huebsch as the proposed appointee.

Moved by Commissioner Cobb, seconded by Commissioner LeHeup-Smith, to approve the appointment of Laurie Huebsch as a member of the Deferred Compensation Plans Committee. Motion carried by the following votes:

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

4. AUDIENCE TO BE HEARD

4.1 Craig Capri, Police Chief, announced they are honoring Ann Nelson who just retired from the City after 35 years. He commented on the difficulty of being a police dispatcher and emphasized their value to the department and the amount of stress they experience. He read a plaque which was presented to Ms. Nelson.

Ms. Nelson thanked everyone for their support and expressed appreciation for her service with the City.

Pandora Jackson addressed the Commission regarding her organization, "Hope with a Purpose Inc.". She provided a history of the organization and explained their purpose noting they provide their services free of charge. She cited their intent to re-open their youth program - Youth 3D - which was closed down due to the pandemic. She expressed support for partnering with the City on some of their programs.

Mayor Holland asked Commissioner Hawkins to continue working with Ms. Jackson and for them to bring back a proposal to the Commission.

Gail Isaac-Thomas asked about the progress on the scoreboard with Mayor Holland responding that there were stipulations set on the Junior Panther program and there are funds in the budget for a scoreboard; however, there needs to be a viable program before they spend the money on the scoreboard. He stated they have not brought back anything to the City. He further explained that the organization was not incorporated properly and they had no insurance which would leave the City open to liability.

Tom Carrino, Economic Development Director, confirmed that the Corey Rolle Field is outside the CRA so CRA funds could not be used for the scoreboard.

Gessner Harris thanked the Parks and Recreation Director Craig Dolan for getting the Woman's Club for the Golden Seniors summer meetings. She also thanked the Commissioners who have assisted with their meetings. She asked about the budget for the Golden Seniors and expressed concern about the high sugar level of the snacks provided.

Mayor Holland asked Chief Swanson to provide a Covid update.

Mike Swanson, Fire Chief, reported that the fifth variant is now out there but it is not as contagious. He commented on the high level of the delta variant and noted that other cities' EMS have been covering the City due to numerous personnel being out sick. He cited locations for testing and encouraged everyone to stay home if they are sick. He commented that the flu virus is also going around. He stated that the latest date for the booster shot is September 20th. He stated the Health Dept. is not currently giving those; they have to be received from your primary care physician.

5. CONSENT AGENDA

5.1 Resolution Number 21-59: Approval of Memorandum of Understanding with Lake County Sheriff for hosting of Spillman C.A.D. software

Moved by Vice Mayor Lee, seconded by Commissioner LeHeup-Smith, to approve the Consent Agenda as submitted. Motion carried by the following votes:

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

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 Resolution Number 21-61: Pine Meadows Concept Plan

Derek Schroth, City Attorney, announced Resolution Number 21-61: A Resolution of the City Commission of the City of Eustis, Florida; approving a concept plan for Pine Meadows, a proposed residential subdivision (single family detached and attached townhouse lots) on approximately 239.8 acres of property located on the north and south sides of Pine Meadows Golf Course Rd., with frontage on CR 44.

Lori Barnes, Development Services Director, reviewed the proposed concept plan for Pine Meadows as follows: 1) Appian Engineering on behalf of PMCCC LLC, applicant/property owner; 2) Concept plan for a proposed mixed-product single-family residential subdivision with approximately 578 units. She explained Section 102-18 of the Land Development Regulations provides for an optional review of a conceptual plan by either the DRC or both the DRC and Commission. She stated approval of the concept plan does not provide any entitlements. She explained the site location for the development. She stated it currently has a Suburban Residential future land use designation within a Rural Neighborhood design district. She provided a map showing the location of the Wekiva Study Area and confirmed that the site is not within the study area; however, portions of the site are wetlands.

Ms. Barnes then reviewed the rural neighborhood design district, site design standards and explained the site design process for rural design districts. She stated the concept plan includes 43.43 acres of open space which includes 29.3 acres of park space including a bike trail, nature trails, and amenity center. She stated that 46% of the project area will not be developed due to being either open space or wetlands totaling 109.53 acres. She presented a rendering of the proposed landscape plan and the landscape buffer for Fairway Drive. She then stated the primary connection will be from CR 44. She noted that Pine Meadows Golf Course Road bisects the property. She added that a bike trail will run from CR 44 north through the development to just south of the Pine Meadows Conservation Area. She stated the plan includes 578 single family attached and detached lots with a net density of 3.32 dwelling units per acre. She presented a map of the passive park to the northeast of the trail and a map showing the locations of the wetlands and open space areas.

Ms. Barnes provided an overview of the proposed building lot types and cited the proposed price points for the different products. She then reported on the community meeting held by the developer with 18 residents in attendance. She stated the primary concerns were traffic, Pine Meadows Golf Course Road condition and drainage. She then stated the concept plan as shown is consistent with the City's rural site design standards, the open space is consistent with the City's requirements as well as the general location and layout of the stormwater areas and park space exceeds the requirements in the City's regulations. She

reviewed the internal and external connectivity noting they have two points of connection and the future plan may have an additional emergency access point on the north.

Ms. Barnes indicated that the proposed density is less than the maximum that would be allowed under the comprehensive plan. She then explained the use of a planned unit overlay which provides for a diversity of land uses to create a planned, sustainable community and provides an opportunity for flexibility and innovation. She further explained that for a planned unit development master plan the standards developed for the specific project are unique to the project and are designed to provide for a unique community with a higher level of amenity than would be seen under the standard regulations. She stated that, if they proceed with development, they would go through the regular development review process with more in-depth review to include a transportation master plan and impact study. She indicated that three comments were received that afternoon which primarily expressed concern regarding the effect on water quality.

Ms. Barnes then explained how the drainage issues and water quality issues would be addressed. She stated that clustering the lots toward the center will reduce the amount of runoff due to reduced impervious area. She indicated the engineer for the project will insure that the development complies with all state and local regulations. She stated staff's recommendation for approval and reiterated that approval of the concept plan would not grant any entitlements to the project. She introduced the following individuals representing the applicant: Tony Iorio and Ben Schneider with Hanover Land Company, Heather Irweiler with LPG Urban and Regional Planning and Major Stacey with Appian Engineering. She stated they reserved the right to respond to any public input received.

The Commission discussed the concept plan with the following concerns: 1) The large number of homes proposed; 2) runoff; and 3) the density.

Ms. Barnes stated that the City has a fertilizer ordinance and the use of fertilizer is restricted to help reduce the possibility of contamination from runoff. She emphasized that the development will be designed to insure that no additional runoff can occur beyond what is already occurring. She confirmed that the proposed density is 3.3 units per acre; however, the land use designation allows up to five units per acre. She added that the project has been designed specifically to meet the City's rural design standards and provides 46% of the site as combined open space and wetland which meets the intent of the City's regulations.

The Commission questioned the phrase "generally consistent with City regulations" with Ms. Barnes responding that means that the project is almost entirely consistent with the land development regulations. She further explained that through the PUD master plan, they can propose their own development standards. She stated that where the plan has some departures is in the lot sizes. She stated that some of the lot widths are lesser than the City's regulations while some of the lot widths are larger. She added that as they move further into full engineering their street type may have to differ from what is allowed in the code and there may be some departures in the landscape buffering.

The Commission asked about the density bonus with Ms. Barnes explaining that is

primarily used by low income tax credit developments and is not proposed for use by this developer. She stated that with the 46% open space there would not be a way for them to get the 5 units per acre much less a density bonus for more.

The Commission then asked what are the higher level of amenities with Ms. Barnes responding that most City developments will only provide the minimum required open space and the minimum required park space. She stated this design does provide the higher level including the 29 plus acres of park space, the passive park and trails, the pool and cabana, and the bike trail that connects to Pine Meadows Golf Course Road. She indicated at the community meeting they also spoke about Water Star programs.

The Commission asked if the topography, soil and environmental studies had been completed yet with Ms. Barnes indicating she does not have them yet but has been in contact with their professionals conducting the studies. The Commission expressed concern about approving the concept plan without the studies being completed.

Ms. Barnes indicated the studies are not required at this stage. She explained that the purpose of the concept plan is strictly to say whether or not the proposed project is conceptually acceptable. She explained how things might change between the concept plan and development of the master plan. She reiterated that the concept plan does not grant entitlements.

The Commission questioned the situation with the existing wells onsite with Ms. Barnes responding that she was unsure if the wells could be used. She indicated it was possible that wells might be used for irrigation until such time as re-use water is available.

The Commission expressed concern regarding some vagueness in the resolution and staff report with Mr. Schroth responding that, if they like the concept, they can add some language to the resolution indicating that says the approval is nonbinding or is approved conceptually.

The Commission questioned how the City addresses the area in the floodplain with Ms. Barnes explaining that the Comprehensive Plan limits density in a floodplain to less than two dwelling units per acre. She noted that the developer has paid special attention to the floodplain areas to insure any development in the floodplain does not exceed the maximum. She added that the Comprehensive Plan also requires no more than 25% impervious surface area for those lots within a flood zone. She stated that the developer has acknowledged in the submittal documents that regulation and confirmed that, as long as that regulation applies when they moved forward, those lots will not exceed the percentage provided for in the Comprehensive Plan. She further stated that the City's model floodplain ordinance will require minimum finished floor elevations and a minimum elevation above the crown of the road. She explained that the floodplain requirements will be reviewed whenever a building permit is pulled for one of those lots.

The Commission asked if it would be better to have the resolution brought back.

Mr. Schroth indicated they need to open the public hearing first. He stated they could then, if the majority directs, postpone and revise the resolution.

Ms. Barnes stated that the Land Development Regulations clearly state that the concept plan approval does not grant any entitlements. She suggested they could change the wording in the resolution for future concept plans.

Mr. Schroth opened the public hearing at 7:45 p.m.

Egor Emory asked the Commission to find the plan not in compliance. He expressed concern regarding nutrients in runoff going into lakes.

Cindy Newton questioned whether or not City sewer will be available and, if not, what would be the onsite septic.

Mr. Neibert responded that there is sewer available on CR 44 and the plan is to run it to the development from 44.

Jeremy Brown asked how the fertilizer ordinance is enforced and whether or not the "nutrients' includes chemicals such as Round up.

There being no further public comment, the hearing was closed at 7:53 p.m.

Ben Schneider, Hanover, introduced Major Stacey to respond to the stormwater questions.

Mr. Stacey commented on the field studies. He indicated that whatever runoff occurs will result in lower pollutants than what is currently occurring. He noted the property was previously a golf course and had agricultural uses. He stated that the discharge rate will be less than what is occurring now. He added that any impacts on the flood plain will be addressed by the City's building official. He confirmed there will be no homes in the flood plain.

The Commission asked if they would create the HOA documents with Mr. Schneider responding affirmatively and stating they would run the HOA.

The Commission confirmed with Mr. Schroth that they can add "nonbinding" in the motion rather than bringing it back.

The Commission further discussed the following: 1) The vague wording of the staff report; 2) whether they were approving the specific number of houses or just the concept; and 3) when the master plan is brought back, could the number of houses have changed.

Ron Neibert, City Manager, explained that all of the specifics will be in the final plan. He indicated they may have to adjust the number of lots based on what is actually found in the studies.

Further discussion was held regarding what other items may not be in compliance including lot widths, landscape buffers and street profiles.

Mr. Schroth explained that the Commission would have full discretion to deny if the master plan deviates from either the LDR's or the comprehensive plan.

Moved by Commissioner LeHeup-Smith, seconded by Mayor Holland, to approve Resolution Number 21-61 with the addition of "nonbinding approval". Motion carried by the following votes:

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

6.2 Resolution Number 21-62: Approving a development and acquisition agreement by and between Waterman Square LLC, the Downtown and East Town Redevelopment Agency and the City of Eustis for the redevelopment of the former Florida Hospital Waterman site

Mr. Schroth announced Resolution Number 21-62. He noted the CRA action which would indicate the need to postpone the resolution to September 9th.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to continue Resolution Number 21-62 to the September 9, 2021, Commission meeting. Motion carried by the following votes:

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

6.3 Resolution Number 21-63: Approving a parking facility easement agreement with Waterman Square LLC to support the redevelopment of the former Florida Hospital Waterman site

Mr. Schroth indicated the need to also continue Resolution Number 21-63.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to continue Resolution Number 21-63 to September 9th. Motion carried by the following votes:

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

6.4 Ordinance Number 21-23: Amendment to Chapter 118, Construction Standards, of the Land Development Regulations

Mr. Schroth read Ordinance Number 21-23 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Florida, amending the Land Development Regulations, Section 118 Construction Standards; providing for codification, severability and an effective date.

Ms. Barnes explained the purpose of the ordinance was to update the code to the current editions of the Florida and National building codes to be enforced. She stated they also are amending the demolition portion of the code so it is more easily applied. She explained that the current code separates the responsibilities between the contractor and the property owner which created conflicts when trying to close out a demolition permit. The amendment changes the code to match the Florida Building Code requirements and to allow a six-month stay for removal of all improvements on a site if redevelopment was proposed. She stated staff's

recommendation for approval.

Mr. Schroth opened the public hearing at 8:10 p.m. There being no public comment, the hearing was closed at 8:10 p.m.

Moved by Commissioner Cobb, seconded by Commissioner Hawkins, to approve Ordinance Number 21-23 on first reading. Motion carried by the following votes:

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

7. OTHER BUSINESS

7.1 Discussion regarding Post Office property

Commissioner Cobb explained that it was brought to her attention that the Post Office property was up for sale. She added that the owner is Linda Owens, who is present, and that she is the sister of her husband's late wife. She noted information was distributed to the Commission several weeks prior regarding the property.

The Commission discussed the existing lease on the property, amount of monthly rent, repairs that may be needed on the property and who would be responsible for those repairs.

Ms. Owens stated that the original lease from 1960 requires the landlord to only be responsible for the exterior loadbearing walls, the flashing and the roof and the Post Office is responsible for any further repairs.

Discussion was held regarding whether or not they have any plans for expansion with Ms. Owens indicating her reluctance to do any expansions and her reasons for wanting to sell the property.

Ms. Owens commented on her experience with the post office as her tenant.

The Commission asked how firm the price is with Ms. Owens responding that the price was just "off the top of her head" during the last lease negotiation. The Commission confirmed that the property consisted of a full City block.

The Commission asked about the proposed combination of the Eustis and Mount Dora post office with Ms. Owens stating she was told that would never happen. They then asked about the possibility of the post office being relocated with Ms. Owens responding that has never been discussed but she was under the impression there was an agreement with the City that it could not be moved.

The Commission further commented on the need to see how that property would coordinate with plans for the downtown.

Mayor Holland confirmed what direction staff is looking for with Mr. Neibert indicating he would need to look for the referred to agreement between the City and the Post Office.

The Commission discussed whether or not to proceed with negotiations for the property with four Commissioners indicating interest in researching with Ms. Owens indicating she wants to sell the property by the end of the year.

Ms. Owens indicated she has two private investors interested; however, she indicated she told them she would not negotiate with them until she determined the City's interest.

CONSENSUS: It was a consensus of the Commission for staff to proceed with exploration of the possible purchase of the property.

7.2 Discussion: Potential Amendment to Established Policy regarding Annexation and Outside Utility Agreements

Mr. Neibert explained that the City sent to Lake County a draft development agreement along with the standard annexation agreement back in February. He stated that the Commission has the discretion to waive the annexation agreement. He stated staff has received an approved development agreement for utilities but the County is requesting that the City waive the annexation requirement. He noted that the City previously approved an interlocal agreement for the elementary school for provision of utilities. He stated the Commission has previously indicated its desire to continue to require an annexation agreement. He commented on the possibility of unannexed properties blocking the ability of other properties from being able to annex when they want to.

Commissioner Hawkins expressed concern regarding the County's request to waive the annexation requirement.

Commissioner LeHeup-Smith asked if the City could add language that would allow the City to still use the property to provide contiguity.

Mr. Neibert explained only park property can be used for contiguity. He noted they have had the agreement since February and have proceeded with building the fire station but waited until they were ready to connect to ask for the waiver. He expressed concern about granting to a government entity something they would not grant to a private entity.

Discussion was held regarding what the County will do if the Commission says "no".

Discussion was held regarding whether or not the fire station would answer City calls with Chief Swanson stating they do not regularly run calls for the City but might if the City expands to the east. He indicated they respond more to Mount Dora calls.

Discussion was further held regarding whether or not to grant the waiver.

Mr. Neibert offered to put the agreement on the September 9th agenda to allow the Commission more time to think about it. If the Commission decides to not grant the waiver, the City will send back the agreement in the same form it was originally sent to the County.

CONSENSUS: It was a consensus of the Commission for the agreement to be placed on the September 9th agenda for consideration.

8. FUTURE AGENDA ITEMS

8.1 Vice Mayor Lee commented on items from the budget minutes that she indicated have not been done. She cited a request by the Mayor for the Commissioners to be sent the cemetery fees with City Clerk Mary Montez indicating they were e-mailed to the Commissioners the next day. She added she would provide hard copies to everyone.

Vice Mayor Lee then commented on the intent to talk about the grants with Mr. Neibert indicating he will place it on the next agenda as a discussion item. She also asked about the See-Click-Fix software with Mr. Neibert indicating that is in the next fiscal year's budget.

Vice Mayor Lee then asked about funding for the airport billboard with Mr. Neibert indicating that will be cancelled as soon as the contract expires. She then cited discussion regarding all bids being placed on the website.

Vice Mayor Lee asked about the $460,000 difference in the budget noted by Commissioner Hawkins with Commissioner Hawkins stating the question was answered and with Mr. Neibert indicating questions from the first meeting were answered at the second budget workshop.

Vice Mayor Lee asked about Eleven Oaks stating that Public Works was supposed to video their stormwater infrastructure to make sure it was repaired properly with Mr. Neibert responding the lines were reviewed and were repaired to the City's satisfaction. He added that he was going to report on that under his comments.

Commissioner Hawkins noted he saw an orange water fountain at the League of Cities Conference stating he would like to see one like it in Ferran Park, not necessarily orange. He explained that it had a spigot for filling water bottles and one for providing water for pets.

Mr. Neibert responded that if the Commission wants to spend $3800 to add that type of fountain to the park, they can make it happen.

Commissioner Hawkins asked about the Colonial Inn with Mr. Schroth indicating that due to Covid 19 the courts are concentrating on criminal trials so it will probably be 18 months before the foreclosure is finalized. He stated another option is to file for an injunction but it is expensive.

Commissioner Hawkins stated he would like to see a presentation on how Tom Carrino sells the City with Mr. Neibert confirming he wants to see the City's marketing and branding materials.

Commissioner Hawkins asked the Commission and staff if they want to help him in the high school concession stand.

Vice Mayor Lee asked the City to consider adding some senior citizen exercise

equipment.

9. COMMENTS

9.1 City Commission

Commissioner LeHeup-Smith reported on her experience at the League of Cities conference and noted the in-the-ground dumpster.

Commissioner Cobb reported on a Northshore Neighborhood Watch meeting she attended. She commented on a suggestion for them to do a community clean-up. She stated they will be holding a clean-up on September 18th and Kristina Rosenburg will be posting information on the City's Facebook page.

Mr. Neibert indicated he would get that coordinated so the residents can put large items out for pickup.

Vice Mayor Lee also commented her attendance at the conference.

9.2 City Manager

Mr. Neibert announced that the agreement for the rescue act funds will be on the next agenda and the amount the City is receiving has increased. He stated that they have reached a three-year agreement with the Police union and the union will be voting on it. The hope is to have the agreement on the September 9th agenda. He stated staff has also reached a tentative agreement with Bay State South which should be on the September 23rd agenda for consideration.

9.3 City Attorney - None

9.4 Mayor

Mayor Holland commented on the League of Cities conference and expressed concern regarding the State legislature's efforts to infringe on Home Rule. He indicated the City also needs to make sure the County knows they will protect their rights as well. He encouraged residents to write their legislators and County commissioners. He reminded everyone about the workshop on August 26th.

Rick Gierok, Public Works Director, reported they should be back in the Commission Room for the September 23rd meeting.

10. ADJOURNMENT: 8:56 P.M.

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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.

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: Ronald Neibert, City Manager

DATE: September 23, 2021

RE: RESIGNATION OF CITY MANAGER UPON APPROVAL OF CITY COMMISSION

Attachments:
NEIBERT RESIGNATION LETTER

Reviewed by:

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

September 20, 2021

Michael Holland, Mayor
City of Eustis
10 N Grove Street
PO Box 68
Eustis, Florida 32727-0068

RE: Letter of Resignation

Dear Mayor Holland:

Immediately upon the Commission's approval of an offer to accept my resignation pursuant to Section 4. B. 2. of my Employment Agreement, I resign as Eustis City Manager effective October 15, 2021 at 5pm, contingent on the following conditions approved by the Eustis City Commission:

1. The 90-day notice of resignation specified in Section 4 Paragraph D of my Employment Agreement is waived.

2. Authorization that I be provided with benefits provided in Section 4 Paragraph A with the modification that the lump sum cash severance be paid out over the 20 week period.

3. I will be available in a Telework status from September 24, 2021 through October 1, 2021.

4. That I be allowed to take FY 21-22 earned paid Administrative Leave and Vacation from the period of October 4, 2021 through October 15, 2021.

5. That my separation would put me in a classification of retiree entitling me to all benefits allowed.

Sincerely,

Ronald R. Neibert

Ronald R. Neibert
City Manager

CC: City Attorney
City Clerk
Human Resources Director

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

Staff Report

TO: Eustis City Commission

FROM: Ronald Neibert, City Manager

DATE: September 23, 2021

RE: RESOLUTION NUMBER 21-70: ACCEPTANCE OF ELEVEN OAKS SUBDIVISION ROAD RIGHT-OF-WAY AND WATER SYSTEM INFRASTRUCTURE AND ASSOCIATED ACTIONS

Introduction:
Resolution Number 21-70 provides for City acceptance of the subdivision road right-of-way and water system infrastructure for the Eleven Oaks Subdivision; provides for the return of the subdivision construction security; provides for acceptance of a Maintenance Bond in the amount of $200,000.00 as the required two-year maintenance security; and authorizes the City Manager to release the letter of credit upon verification that no deficiencies exist following the two-year maintenance period.

Background:
See attached Staff Report.

Recommended Action:
The administration recommends approval of Resolution Number 21-70.

Alternatives:
1. Approve Resolution Number 21-70
2. Deny Resolution Number 21-70

Attachments:
Staff Report Res. No. 21-70 Eleven Oaks Acceptance of Improvements.doc
Resolution Number 21-70 Eleven Oaks Acceptance of Improvements

Reviewed by:

Ronald Neibert, City Manager	Approved - 17 Sep 2021
Mary Montez, City Clerk	Approved - 17 Sep 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: RESOLUTION NUMBER 21-70: ACCEPTANCE OF ELEVEN OAKS SUBDIVISION ROAD RIGHT-OF-WAY, WATER SYSTEM AND RECLAIM WATER SYSTEM INFRASTRUCTURE AND ASSOCIATED ACTIONS

Introduction:
Resolution Number 21-70 provides for City acceptance of the subdivision road right-of-way, water system and reclaim water system infrastructure for the Eleven Oaks Subdivision; provides for the return of the subdivision construction security; provides for acceptance of a Maintenance Bond in the amount of 209,892.21 as the required two-year maintenance security; and authorizes the City Manager to release the letter of credit upon verification that no deficiencies exist following the two-year maintenance period.

Recommended Action:
The administration recommends approval of Resolution Number 21-70.

Background:
The subdivision known as Eleven Oaks is a 69-lot mixed product residential subdivision on approximately 14.72 acres located on the south side of E. Orange Avenue at E. CR 44. June 20, 2019 and August 1, 2019, via Resolution Nos. 19-59 and 19-60, the Eustis City Commission approved the Eleven Oaks Subdivision Plat and accepted security in the form of a Subdivision Bond to ensure construction of facilities and infrastructure for the subdivision. The developer, BE Homes of Florida, LLC, has completed that infrastructure construction.

The Public Works Director has received clearances from applicable State agencies and test reports related to road and water systems construction, has conducted inspections, and recommends final acceptance of the subdivision infrastructure (roads and water only).

The sanitary sewer system, which was not constructed in accordance with the plans and specifications, the sanitary sewer system will not be accepted and shall remain under the ownership of the developer for the duration of the two-year maintenance period. If the system meets the parameters of acceptance as determined by the Public Works Director at time of future inspection (prior to maintenance bond release), the City will consider acceptance of the sanitary system at that time.

The developer has submitted a $209,892.21 Maintenance Bond as security for the infrastructure in accordance with the Land Development Regulations.

The presented resolution also addresses completion timeframes for other required subdivision improvements per the approved subdivision plans, as follows

a. The following improvements shall be completed no later than November 30, 2021: irrigation, landscaping, and entrance walls.
b. The following improvements shall be completed no later than January 30, 2022: park and playground.
c. The following improvements shall be completed no later than March 31, 2022: Demolition of existing home (sales center) at 3000 E. Orange Avenue, cap well, vinyl fencing, and retention wall near the northwest retention area behind Lots 1 and 2. (Permits for construction on Lots 1 and 2 will not be issued prior to completion of the retention wall).

As these improvements are not proposed for dedication to the city, in the event the developer does not complete the improvements above, enforcement is provided for per Section 102-5 of the Land Development Regulations:

Sec. 102-5. - Violations, remedies, and penalties.
Should an owner or applicant violate any provisions of these land development regulations the city commission may, in its sole discretion, pursue any or all of the below remedies:
(1) Seek damages or injunctive relief against the violator in the Circuit Court of Lake County, Florida, with all reasonable attorney's fees incurred being awarded to the prevailing party and to be paid by the losing party,
(2) Refer the violations to code enforcement for enforcement,
(3) Revoke, either permanently or temporarily, any permits, site plan approval, plat approval, development orders, or any other development rights granted by the city.

Applicable Policies and Codes:

Section 102-26 Final Plats: (c) Guarantees and sureties for plats and site plans with publicly dedicated infrastructure.

(1) Applicability.

a. The provisions of this subsection (c), apply to all proposed developments submitted by plat or site plan which contain public infrastructure to be dedicated to the public.
b. Nothing in this section shall be construed as relieving a developer of any requirement relating to concurrency in chapter 106 of these land development regulations.

(2) *Improvements agreements required.*

a. The developer or applicant must enter into a written agreement stating that all required public improvements shall be satisfactorily constructed within the period stipulated. The term shall not exceed five years from the recording of the plat or 30 percent occupancy of the development, whichever comes first.

b. The projected total cost for each public improvement. Cost for construction shall be determined by either of the following:

    1. Estimate prepared and provided by the applicant's engineer.
    2. A copy of the executed construction contract provided.

c. Specification of the public improvements to be made and dedicated together with the timetable for making improvements.
d. Agreement that upon failure of the applicant to make the required public improvements (or to cause them to be made) according to the schedule for making those improvements, the city shall utilize the security provided in connection with the agreement.
e. Provision of the amount and type of security provided to ensure performance.
f. Provision that the amount of the security may be reduced periodically, but not more than two times during each year, subsequent to the completion, inspection and acceptance of improvements by the city.

(3) *Amount and type of security.*

a. Security requirements may be met by but are not limited to the following:

    1. Cashiers check.
    2. Certified check.
    3. Developer/lender/city agreement.
    4. Interest bearing certificate of deposit.
    5. Irrevocable letters of credit.
    6. Surety bond.

b. The amount of security shall be 110 percent of the total construction costs for the required developer-installed public improvements. The city, commensurate with the completion and final acceptance of required improvements, may reduce the amount of security.

(4) *Completion of improvements.*

a. When improvements are completed, final inspection shall be conducted and corrections, if any, shall be completed before the director of public utilities recommends final acceptance. A recommendation for final acceptance shall be made upon receipt of a certification of project completion and one copy of all test results.

b. As required improvements are completed and accepted, the developer may apply for release of all or a portion of the security.

c. A certificate of occupancy will be not be issued until both the building and the site have been completed per approved permits.

(5) *Maintenance of improvements.*

a. A maintenance agreement and security shall be provided to assure the city that the developer according to the following requirements shall maintain all required public improvements

1. The period of maintenance shall be a minimum of two years.
2. The maintenance period shall begin with the acceptance by the city of the construction of the improvements.
3. The security shall be in the amount of 20 percent of the construction cost of the improvements.

Sec. 102-5. - Violations, remedies, and penalties.

Should an owner or applicant violate any provisions of these land development regulations the city commission may, in its sole discretion, pursue any or all of the below remedies:

(1) Seek damages or injunctive relief against the violator in the Circuit Court of Lake County, Florida, with all reasonable attorney's fees incurred being awarded to the prevailing party and to be paid by the losing party,
(2) Refer the violations to code enforcement for enforcement,
(3) Revoke, either permanently or temporarily, any permits, site plan approval, plat approval, development orders, or any other development rights granted by the city.

Alternatives:
1. Approve Resolution Number 21-70.
2. Deny Resolution Number 21-70.

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

Attachment:
Resolution Number 21-70

Provided on Request:
Resolution Nos. 19-24, 19-59, 19-60
Engineer’s Certification of Construction Costs for Publicly Dedicated Infrastructure (Roads and Water only)
Maintenance Bond

RESOLUTION NUMBER 21-70

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; ACCEPTING THE SUBDIVISION ROAD RIGHT-OF-WAY, WATER SYSTEM AND RECLAIM WATER SYSTEM INFRASTRUCTURE FOR ELEVEN OAKS SUBDIVISION, A SIXTY-NINE LOT RESIDENTIAL SUBDIVISION, ON APPROXIMATELY 14.72 +/- ACRES LOCATED ON THE SOUTH SIDE OF E. ORANGE AVENUE AT E. CR 44; PROVIDING FOR RELEASE OF THE SUBUDIVISION CONSTRUCTION BOND AND ACCEPTANCE OF MAINTENANCE SECURITY IN THE FORM OF A BOND IN THE AMOUNT OF $209,892.21; AUTHORIZING THE CITY MANAGER TO RELEASE ACCEPTED BOND UPON SATISFACTORY COMPLETION OF REQUIREMENTS AS MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, BE Homes of Florida, LLC., developer of the subdivision known as Eleven Oaks, has completed infrastructure construction on approximately 14.72 acres located on the south side of E. Orange Avenue at E. CR 44, more particularly described as:

TAX ID: 07-19-27-0001-000-03700
THE SOUTH HALF (S 1/2) OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 27 EAST; LESS AND EXCEPT THAT PART THEREOF HERETOFORE SOLD TO CLARENCE C. LAROE AND EDNA L. LAROE, HIS WIFE; ALSO, LESS AND EXCEPT ANY PART THEREOF LYING WEST OF COUNTY ROAD; ALSO, LESS AND EXCEPT THE WEST 298 FEET CONVEYED IN OFFICIAL RECORDS BOOK 667, PAGE 1819.

ALSO:
BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 27 EAST, RUN THENCE NORTH 660 FEET THENCE WEST 2478 FEET TO A POINT 25 FEET SOUTH OF CENTER OF THE PRESENT (1940) CLAY ROAD FOR THE POINT OF BEGINNING; RUN THENCE SOUTH 651 FEET, THENCE RUN WEST 600 FEET, THENCE RUN NORTH 651 FEET, THENCE RUN EAST 600 FEET TO THE POINT OF BEGINNING.

LESS THAT PORTION OF THE ABOVE DESCRIBED PROPERTY CONVEYED TO THE STATE OF FLORIDA BY QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 366, PAGE 461, PUBLIC OF LAKE COUNTY, FLORIDA.

WHEREAS, on June 20, 2019 and August 1, 2019, via Resolution Nos. 19-59 and 19-60, the Eustis City Commission approved the Eleven Oaks Subdivision Plat and

accepted security in the form of a Subdivision Bond to ensure construction of facilities and infrastructure for the subdivision, and

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

WHEREAS, the Public Works Director has received clearances from applicable State agencies and test reports related to road and water systems construction, has conducted inspections, and recommends final acceptance of the subdivision infrastructure, except as provided for below; and

WHEREAS, some infrastructure, specifically the sanitary sewer system, was not constructed in accordance with the plans and specifications, the sanitary sewer system will not be accepted and shall remain under the ownership of the developer; and

WHEREAS, some other subdivision improvements are yet to be complete as required by the approved subdivision plan pursuant to Resolution Number 19-24, but said improvements are not part of the publicly dedicated infrastructure; and

WHEREAS, to ensure compliance with the approved subdivision plan, the City Commission is desirous of setting completion dates for the remaining required improvements for the subdivision.

WHEREAS, BE Homes of Florida, LLC, has submitted an engineer's certification of construction costs for the improvements to be accepted by the City, and provided maintenance security in accordance with Section 102-26(c)(5) of the Land Development Regulations; and

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

Section 1: That the City of Eustis hereby accepts the ownership and maintenance responsibility of the Eleven Oaks public facilities and infrastructure including right-of-way and water system, and releases Subdivision Bond in the amount of $1,210,000.000), with the following conditions:

a. That the City will accept and retain the $209,892.21 Maintenance Bond for a period of two (2) years with release subject to Section 2 below and Section 102-26(c)(5) of the Land Development Regulations.
b. Prior to the release of the Maintenance Bond, the Public Works Director will inspect the operation of the sanitary system. If the system meets the parameters of acceptance as determined by the Public Works Director, the City will consider acceptance of the sanitary system.

Section 2. That the City Manager is hereby authorized to release the Maintenance Bond as follows:

a. That following the two (2) year maintenance period and the Public Works Director providing verification that no deficiencies exist, the City Manager is authorized to release the $209,892.21 Maintenance Bond.

Section 3. That the remaining subdivision improvements shall be completed within the following timeframes.

a. The following improvements shall be completed no later than November 30, 2021: irrigation, landscaping, and entrance walls.
b. The following improvements shall be completed no later than January 30, 2022: park and playground.
c. The following improvements shall be completed no later than March 31, 2022: Demolition of existing home (sales center) at 3000 E. Orange Avenue, cap well, vinyl fencing, and retention wall near the northwest retention area behind Lots 1 and 2. (Permits for construction on Lots 1 and 2 will not be issued prior to completion of the retention wall).

Section 4. Should BE Homes of Florida, LLC fail to complete the remaining improvements outlined in Section 3 by the established deadlines, the City Commission may pursue remedies per Sec. 102-5 of the Land Development Regulations as follows:

Violations, remedies, and penalties. Should an owner or applicant violate any provisions of these land development regulations the city commission may, in its sole discretion, pursue any or all of the below remedies:

(1) Seek damages or injunctive relief against the violator in the Circuit Court of Lake County, Florida, with all reasonable attorney's fees incurred being awarded to the prevailing party and to be paid by the losing party,
(2) Refer the violations to code enforcement for enforcement,
(3) Revoke, either permanently or temporarily, any permits, site plan approval, plat approval, development orders, or any other development rights granted by the city.

Section 5. That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 6. That should any section, phrase, sentence, provision, or portion of this Resolution be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Resolution as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 7. That this Resolution shall become effective upon filing.

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 23rd day of September, 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 Resolution Number 21-70 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: Ronald Neibert, City Manager

DATE: September 23, 2021

RE: RESOLUTION NUMBER 21-73: PURCHASE IN EXCESS OF $50,000 FOR RECLAIMED WATER PIPE

Introduction:
Resolution Number 21-73 approves a purchase in excess of $50,000 to purchase PVC piping for the Sorrento Pines Reclaimed Water Expansion Project within the Eustis service area.

Background:
There is an agreement between the City of Eustis and the Sorrento Pines Development-Phase 1, in which Eustis committed to providing reclaimed water from the Eastern Wastewater Treatment Facility to the new subdivision.

The current market for C-900 DR18 reclaimed PVC pipe is constantly rising due to a shortage of materials. The prices change on a daily basis. Many suppliers will not provide a quote; and for those that will quote a price, the price is only good for 24-hours.

The estimated expense for the reclaimed piping will be no more than $100,000 and possibly less. Staff is asking City of Eustis Commission for approval to spend up to $100,000 for this piping before getting the actual prices. Upon receiving approval, all purchasing policies and procedures will be followed, and formal bids will be requested. However, the purchase will need to be made within 24-hours of bid opening. The vendor for the piping will be selected based on best price and availability.

Recommended Action:
Staff recommends approval of Resolution Number 21-73.

Policy Implications:
N/A

Alternatives:
Alternatives:

1. Approve Resolution Number 21-73.
1. Defeat Resolution Number 21-73.

Discussion of Alternatives:

1. . Alternative 1 approves the Resolution.

Advantages:

- The additional reclaimed water service will generate added revenue for the City of Eustis.

Disadvantages:

- The action approves a budgeted expenditure for up to $100,000.

1. . Alternative 2 denies the Resolution.

Advantages:

- The City would not expend up to $100,000 for PVC piping.

Disadvantages:

- Eustis will lose the opportunity to increase their future revenue through the provision of reclaimed water to the Sorrento Pines Subdivision.

Reviewed By:
Rick Gierok, P.E., Director of Public Works
Prepared By:
Sally Mayer, Administrative Assistant-Public Utilities

Attachments:
Resolution Number 21-73

Budget Impact:

The funds for the proposed purchase have been included in the approved Fiscal Year 2020/2021 budget.

The City Purchasing Ordinance requires that City Commission approve any purchase exceeding $50,000.

Attachments:
Resolution No. 21-73

Reviewed by:

Ronald Neibert, City Manager	Approved - 17 Sep 2021
Mary Montez, City Clerk	Approved - 17 Sep 2021

RESOLUTION NUMBER 21-73

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING AN EXPENDITURE IN EXCESS OF $50,000 FOR C-900 DR 18 RECLAIMED PVC PIPING.

WHEREAS, the City of Eustis has agreed to provide reclaimed water to the new Sorrento Pines Subdivision, Phase 1; and

WHEREAS, the City has sufficient funding for purchasing the necessary PVC piping within the FY 2020/21 Capital Improvement Budget; and

WHEREAS, current pricing for the piping fluctuates day-to-day due to a shortage of materials and only daily quotes can be provided; and

WHEREAS, pricing quotes are only valid for 24 hours; and

WHEREAS, City of Eustis Purchasing Ordinance requires that the City Commission approve any purchase in excess of $50,000.

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

(1) That the City Commission hereby authorizes a purchase not to exceed $100,000 to purchase C-900 DR18 Reclaimed PVC Piping; and

(2) That the City Commission hereby authorizes the Finance Director to execute all agreements and contracts associated with the approved purchase based on best price and availability.

DONE AND RESOLVED this 23rd day of September 2021, in regular session of the City Commission of the City of Eustis, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

_____
Michael L. Holland
Mayor/Commissioner

ATTEST:

_____
Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of physical presence, this
23rd day of September, 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 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 21-73 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: Ronald Neibert, City Manager

DATE: September 23, 2021

RE: RESOLUTION NUMBER 21-74: BAY STATE SOUTH UTILITIES AGREEMENT

Introduction:
Resolution Number 21-74 approves a Utility Agreement between Bay State South Community Association, Inc. and the City of Eustis.

Background:
The City of Eustis and Bay State South wish to enter into an Agreement for the purpose of Eustis potentially owning and maintaining the water and sewer systems currently owned and maintained by Bay State South Community Association, Inc.

SEWER:
The City of Eustis will conduct an internal camera survey of the sewer system to evaluate the conditions of the lines and sewer system. Bay State South will pay Eustis a total of $10,000 for this service. Upon a satisfactory inspection and a determination that no deficiencies exist in the system needing remediation or replacement, the City of Eustis will take over perpetual ownership and maintenance of the majority of the Bay State South sewer system, as described in the Agreement.

WATER:
The City of Eustis will have the water service lines replaced from the mains to the City of Eustis owned water meter. After replacement, the City of Eustis will own and maintain the water service lines. Bay State South will pay the City a total of $73,600 for this service. Bay State South will continue to own and maintain the water mains.

EASEMENT:
Bay State South will grant a blanket easement to the City of Eustis for all utilities the City will be maintaining. The blanket easement will be prepared by the City and the executed easement will be recorded in the public records of Lake County, Florida.

Recommended Action:
Staff recommends approval of Resolution Number 21-74.

Policy Implications:
N/A

Alternatives:

Discussion of Alternatives:

1. . Alternative 1 approves the Resolution.

Advantages:

- This Utilities Agreement will generate added revenue for the City of Eustis.

Disadvantages:

- This action will require future additional manpower.

1. . Alternative 2 denies the Resolution.

Advantages:

- Staff does not realize an advantage to denying this Resolution.

Disadvantages:

- Eustis will lose the opportunity to increase their future revenue for the collection and processing of water and wastewater utilities at Bay State South Community.

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

Prepared By:
Sally Mayer, Administrative Assistant-Public Utilities

Attachments:
Resolution Number 21-74
Bay State South Utilities Agreement

Budget Impact:
The current 5-year plan has budgeted line items for these repairs. Bay State South Community Association will pay for the work, as described in the Agreement.

Attachments:
Resolution No. 21-74
Bay State South Utilities Agreement 9-15-21

Reviewed by:

Ronald Neibert, City Manager	Approved - 17 Sep 2021
Mary Montez, City Clerk	Approved - 17 Sep 2021

RESOLUTION NUMBER 21-74

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A UTILITY AGREEMENT BETWEEN THE CITY OF EUSTIS AND BAY STATE SOUTH COMMUNITY ASSOCIATION, INC.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS ASSOCIATED THEREWITH.

WHEREAS, the Bay State South Community Association, Inc. wishes to enter into a Utility Agreement with the City of Eustis, giving the City ownership of their water system and majority of their sewer systems; and

WHEREAS, upon taking over perpetual ownership of these systems, the City of Eustis would maintain and service the water and sewer utilities; and

WHEREAS, the City Commission wishes to authorize and designate the City Manager to act as its agent to execute the Bay State South Utilities Agreement.

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

1) That the Bay State South Utilities Agreement between the City of Eustis and the Bay State South Community Association, Inc. is hereby approved; and

2) That the City Manager is hereby authorized to execute the Agreement as presented and all other documents associated therewith.

DONE AND RESOLVED, this 23rd day of September, 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 23rd day of September, 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 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

BAY STATE SOUTH
UTILITIES AGREEMENT

This **UTILITIES AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of _____, 2021 (the "Effective Date"), by and between **THE CITY OF EUSTIS, FLORIDA**, a Florida municipal corporation ("City of Eustis"), whose address is 4 North Grove Street, Eustis, Florida 32727, and **BAY STATE SOUTH COMMUNITY ASSOCIATION**, **INC**. a Florida not for profit corporation ("Bay State South"), whose address is Post Office Box 724, Eustis, FL 32727-0724.

WITNESSETH:

WHEREAS, the water and sewer system within Bay State South, more accurately identified and recorded at Book 25, Page 13, Book 30, Page 1-2, Book 37, Page 21 in the Official Records of Lake County, Florida, less and excepting Lot 17 and Lot 26 (the "Property") and further described in the Addendum attached as Exhibit "A", which are currently maintained by Bay State South;

WHEREAS, the City of Eustis has the capabilities to maintain and service the water and sewer systems referenced herein;

WHEREAS, the City of Eustis and Bay State South wish to enter into this Agreement for the purposes of the City of Eustis potentially owning and maintaining the water and sewer systems referenced herein;

NOW, THEREFORE, for and in consideration of the mutual covenants, premises, and promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects and are expressly incorporated herein by reference.

2. **Sewer.**

    a. **Phase I:** The City of Eustis shall conduct an internal camera survey of the sewer system to evaluate the conditions of the lines and determine functionality of the sewer system, for which Bay State South shall pay to the City of Eustis a total of $10,000.

    b. **Phase II:** Given a satisfactory inspection and upon the Director of Public Works' determination that no deficiencies exist in the system that need remediation or replacement, the City of Eustis will take over perpetual ownership and maintenance of the Bay State South sewer system as more specifically described in Exhibit A. In the event maintenance and repairs are required before the City of Eustis takes over perpetual ownership and maintenance, Bay State South shall pay the cost of said maintenance. The sewer mains and laterals located immediately adjacent to the lots along Park Street will perpetually remain the

responsibility of Bay State South, unless relocated at Bay State South's cost to a position acceptable to the City of Eustis.

3. **Water.**

   a. **Phase I:** The City of Eustis will have system customer service lines replaced from the mains to the City of Eustis owned water meter. After replacement, the City of Eustis will own and maintain said lines. Bay State South shall pay to the City of Eustis a total of $73,600.00 in the manner described in this Agreement. In the event maintenance and/or a repair is needed on a customer service line scheduled for replacement under this paragraph between the effective date of this agreement and the ownership of the service lines by the City, the City shall either perform the repair or the replacement. The cost of said repair or replacement shall be the sole responsibility of the City.

   b. **Phase II:** Bay State South will continue to own and maintain the water mains until such time they require replacement. Once the mains are replaced to a standard acceptable to the City of Eustis, the City of Eustis shall take over perpetual ownership and maintenance of replaced mains. All costs for such replacements will be the responsibility of Bay State South.

4. **Payment.** The amount owed to the City for the services performed under Sewer Phase I and Water Phase I by Bay State South shall be $83,600.00 in total, which shall not include any additional services requested of the City of Eustis for either Sewer Phase II or Water Phase II. The payment is to be completed in 5 equal payments of $16,720 due the 1st of _____of each year, beginning _____, 2021 and continuing each and every year thereafter until payment is made in full by Bay State South. No interest is to accrue on these amounts. However, if a payment is late or if a payment is not made by Bay State South, interest may be charged by the City at the highest rate allowed by law from the date the payment was due until payment is received by the City, and payment of the party's principal may be accelerated to be due and payable immediately in full. Bay State South shall, prior to any work being performed by the City, provide a payment bond from a recognized surety approved by the City guaranteeing payment in full.

5. **Proof of Resolution.** Prior to the execution of this agreement, Bay State South shall approve a resolution to assess each lot of the 92 affected owners $181.74 annually until the obligation of Bay State South has been satisfied in its entirety. Said assessment is to establish a fund for the payment to the City as detailed in this Agreement. A copy of such resolution shall be attached to this Agreement as Exhibit "B".

6. **No Prepayment Penalty.** The parties may elect to prepay any or all of the remaining unpaid balance pursuant to Paragraph 4 of this Agreement. No penalties will be assessed against any party for such prepayment.

7. **Easement.** Bay State South shall grant a blanket easement to the City of Eustis for all utilities which the City of Eustis shall now maintain as a result of this Agreement. The

City of Eustis shall prepare the easement document for review and execution by Bay State South and shall record the executed blanket easement in the public records of Lake County, Florida.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the transactions completed herein, and, except as set forth herein, it supersedes all prior understandings or agreements between the parties related to the services in this Agreement.

9. **Assignment.** This Agreement shall be binding on the parties hereto and their representatives, successors and assigns. No party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto, which may not be unreasonably withheld.

10. **Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the parties.

11. **Indemnification.** The City of Eustis does not waive sovereign immunity, except that, consistent with applicable Florida law, including, but not limited to Chapter 768, Florida Statutes, each party shall hold the other harmless for the negligent acts of itself and its officers, agents, and employees, but only to the extent permitted by law.

12. **Default.** Any party to this Agreement, in the event of or act of default by the others, shall have all remedies available to it under the laws of the State of Florida including but not limited to injunction to prevent default or specific performance to enforce this Agreement. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

13. **Severability.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

14. **Recordation.** This Agreement shall be recorded in the Official Records of Lake County, Florida with a resolution by the City of Eustis approving this Agreement.

15. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

16. **Force Majeure.** In the event that the performance of this Agreement by any party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to an Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of

labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, such party shall not be liable for such non-performance.

17. **Waiver; Modification.** The failure by any party to insist upon or enforce any of their rights shall not constitute a waiver thereof and nothing shall constitute a waiver of any party's right to insist upon strict compliance with the terms of this Agreement. Any party may waive the benefit of any provision or condition for its benefit, which is contained herein. No oral modification of this Agreement is binding upon the parties and any modification must be in writing and signed by both parties.

18. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida.

19. **Application; Affect.** If any provision of this Agreement or the application thereof to any party, person, or circumstances shall be held or deemed to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other parties, persons, or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

20. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted by facsimile, email, or within three days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one day after depositing with an overnight delivery service from which a receipt must be obtained, and addressed as follows:

TO EUSTIS:	Ronald Neibert, City Manager City of Eustis 10 N. Grove St. P.O. Drawer 68 Eustis, FL 32727
With a copy to:	Derek A. Schroth, Esquire Bowen & Schroth, P.A. 600 Jennings Ave. Eustis, FL 32726
TO BAY STATE: SOUTH	Mark Huling President of Bay State South PO Box 724

Eustis, FL 32737-0724

With a copy to: Thomas R. Slaten, Jr. Esquire
5323 Millenia Lakes Blvd., Suite 300
Orlando, FL 32839

21. **Disclaimer of Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation, or governmental entity other than the parties hereto any right, remedy, or claim under or by the reason of this Agreement or any provisions or conditions hereof and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

22. **Addendum.** The sewer and water systems referenced herein are described in the Addendum attached as Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in form and manner sufficient to bind them as of the date indicated herein above.

BAY STATE SOUTH COMMUNITY ASSOCIATION, INC.

_____
Mark Huling, President
Date: _____

_____
Dwayne Shumate, Vice President
Date: _____

_____
Sheralyn Stoltz, Treasurer
Date: _____

_____
Linda Fine, Secretary
Date: _____

_____
Ronnie Buggs, Director
Date: _____

THE CITY OF EUSTIS

_____
Ronald R. Neibert, City Manager
Date: _____

EXHIBIT "A"

SCOPE OF WATER AND SEWER SYSTEM WORK

Bay State South Community Association, Inc. Maintained Sanitary Sewer System Infrastructure: That portion of the sewer system south of Beacon Street manhole servicing Lots 18 through 33 inclusive along Park Street (not including the manhole in Beacon Street).

Lot Owner Maintained Sanitary Sewer System Infrastructure: All Sanitary Sewer Service Laterals from the Lot Lines to the homes.

City Maintained Sanitary Sewer System Infrastructure: All of the Sanitary Sewer System not maintained by Bay State South or the Lot Owners including but not limited to: All Sewer laterals/lines from the Lot Line to the Main excepting that portion of the sewer system south of Beacon Street manhole servicing Lots 18 through 33 inclusive along Park Street; Main Gravity Lines and all Manholes; Manhole Frames & Covers; Pipe Connections and Fittings; Drop Connections; Terminal Lampholes; Forcemain Pipe and Fittings; Forcemain Valves; entire Lift Station including wet well, pumps, guiderails, float switches, control panel, supports, valves, valve vault, electrical and electronic components, alarms, and telemetry; Fencing around Lift Station including gate(s); Related Signage; Concrete Lift Station Access Drive; All Sanitary Sewer System Infrastructure falling within the public right of ways of Washington Street and Abrams Road.

Bay State South Community Association, Inc. Maintained Potable Water System Infrastructure: All Water Main Lines within the subdivision including Tees, Crosses, Wyes, Plugs, Elbows and Bends, Blow-Off(s), service saddles, straps, and clamps, corporation stop at the main, main line Valves and Valve Boxes and Valve Box Collars, Reducer/Increaser fittings on the main lines, and Main Line Thrust Blocks & Restraints.

Lot Owner Maintained Potable Water System Infrastructure: All Service lines from the City owned meter to the house and/or auxiliary structures.

City Maintained Potable Water System Infrastructure: All of the Potable Water System infrastructure not maintained by Bay State South or the Lot Owners including but not limited to: All replaced poly service lines (single and double) from the corporation stop to the City owned meter (including the meter and all fittings attached to the City side of the meter) together with all fittings and appurtenances thereto; All water meters; All water system infrastructure falling within the public right of ways of Washington Street and Abrams Road; All Fire Hydrant Assemblies including the hydrant, fire hydrant riser, elbow, gate valve & box, pipe to main and tee at main, mechanical restraints, thrust blocks, and pipe from the main line to the fire hydrant; The Service Line to the lift Station in its entirety including the RPZ Backflow Preventer and hose bib.

Maintenance Operations: Maintenance operations shall include but not be limited to the repair and/or replacement of existing infrastructure facilities, installation of new infrastructure facilities, and removal of infrastructure facilities as needed. All costs associated with said Maintenance Operations shall be the responsibility of the appropriate party as defined herein

performing the maintenance. The intent of this description is to include all existing and new facilities required to provide continuous service to all Lot Owners within the Bay State South Subdivision that are under jurisdiction of the Association.

Restoration due to maintenance operations: Not withstanding any future ordinance amendments or additions, all areas within or affected by maintenance operations shall be restored in accordance City of Eustis ordinances in force and affect as of the effective date of this agreement.

[END OF EXHIBIT "A"]

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

Staff Report

TO: Eustis City Commission

FROM: Ronald Neibert, City Manager

DATE: September 23, 2021

RE: RESOLUTION NUMBER 21-71: ADOPTING FINAL MILLAGE RATE FOR 2021

Introduction:
Resolution Number 21-71 adopts the final millage rate of 7.5810 mills for 2021.

Background:
See attached Staff Report.

Attachments:
Staff Report - Final Millage Hearing Res 21-71
Resolution No. 21-71 Final Millage

Reviewed by:

Ronald Neibert, City Manager	Approved - 17 Sep 2021
Mary Montez, City Clerk	Approved - 17 Sep 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: RESOLUTION NUMBER 21-71: FINAL MILLAGE RATE FOR 2021

Introduction
Resolution Number 21-71 establishes the final millage rate for FY 2021-2022 as 7.5810 mills.

Recommended Action
Staff recommends approval of Resolution Number 21-71.

Background
Florida State Statutes require each taxing authority to annually set a millage rate for property taxation following required public hearings. The City Commission set the proposed rate of 7.5810 mills at the July 15, 2021 meeting. The Property Appraiser used that information to prepare TRIM notices, which were distributed the week of August 16, 2021.

Last year, the City Commission held the millage rate at 7.5810 mills. After five years of significant declines followed by eight years of gradual growth, the City's tax roll in 2019 was approximately what it was in 2007. To compensate for over a decade of stagnation, the millage rate was increased over the years from a low of 4.7083 mills to 7.5810 mills. The current millage rate of 7.5810 has been consistent over the past eight years.

Since last year, the adjusted tax roll (before new construction and annexation) increased to $1,215,219,573 from $1,144,783,470. This year's total tax value of $1,224,522,225 represents an increase of 6.97%.

Based on that valuation, the Commission may consider any of the following options in setting a millage rate for the 2021-2022 Fiscal Year:

1. The Current Millage Rate of **7.5810** mils. This is the rate that would generate the revenues most sufficient to counter annual increases in normal city operating costs and allow for the continuation of current service levels. This rate can be approved with a two-thirds vote of the Commission (at least four commissioners) and would be advertised as a tax increase. This millage rate is greater than the Roll-Back Rate representing an increase of 5.96%.

2. The Roll-Back Rate of **7.1548** mils. This is the rate that approximates prior year tax revenues less allowances for new construction, additions, deletions, annexations, and improvements increasing value by at least 100%. This rate can be approved with a majority vote of the Commission (at least three commissioners) and would not be advertised as a tax increase.
3. Some other millage rate between **7.1548** and **7.5810.** Any rate over the Roll-Back rate would be advertised as a tax increase and requires a two-thirds vote of the Commission.
4. A millage rate over **7.5810** to the maximum allowed **8.2190** would require a two-thirds vote. However, due to the re-issuance of TRIM notices, this is not a viable option.

Staff recommends setting the Fiscal Year 2021-2022 rate at the current rate of **7.5810** mills to support the revenue assumptions of the proposed budget. State Law allows for the reduction of the rate during either or both of the public hearings in September. An increase to the proposed rate at the first hearing, per Florida Statutes 200.065, requires a first class notice to all taxpayers of the City at an estimated cost of $30,000 since TRIM notices have already been mailed. This would endanger the City's ability to adopt the final millage and budget in time to meet the State-mandated deadlines in September. This could result in the forfeiture of all Ad-Valorem revenue.

The City's share of a home assessed with a taxable value $150,000 with homestead exemptions of $50,000 in Eustis would be annual taxes of $758.10, or about $2.08 per day, for services provided by Police, Fire, Library, Parks & Recreation, Finance, Administration, Development Services, Human Resources, and Public Works departments. The Roll-Back Rate of 7.1548 mills ($1.96 per day) would only reduce the taxes paid to the City by $42.62 for the year.

Exhibit A attached provides the proposed rates, the City of Eustis would have the highest millage rate in the County (Eustis has maintained similar positioning for the past several years); however, the City does not have a fire assessment or solid waste assessment fees, which are levied by the County and other surrounding municipalities. The proposed budget that was presented at the July 15, 2021 workshop was prepared with revenue estimates based on the current millage rate of **7.5810**.

State Law requires two public hearings on the millage rate and budget. The first public hearing is September 9, 2021 and the second is scheduled for September 23, 2021. The new fiscal year begins October 1, 2021.

Alternatives

1. Set the Final millage rate at the current rate of **7.5810** mils.
2. Set the Final millage rate at the Roll-Back rate of **7.1548** mils.
3. Set the Final millage rate at some other rate between **7.1548** and **7.5810**.

Discussion of Alternatives

1. Sets the Final millage rate at **7.5810** mils.
    a. Advantages
        i. Provides more recurring revenues and replaces lost revenues resulting from previous declines in property values.

ii. Provides a better opportunity to balance revenues and expenditures for the upcoming fiscal year.
iii. Requires only a minimal increase in the average property owner's taxes.
iv. Allows for continuation of the current service levels.
v. This rate is the basis of the proposed Fiscal Year 2021-2022 budget.

b. Disadvantages
i. Provides higher property taxes than the Roll-Back rate of 7.2531and would be advertised by law as a tax increase.

2. Sets the Final millage rate at the Roll-Back rate of **7.1548** mils.
   a. Advantages
      i. Could hold property taxes at approximately the same amount as the prior year.
      ii. Would not need to be advertised as a tax increase.
   b. Disadvantages
      i. The rate would generate significantly less tax revenue for the City (approximately $511,454 less than the current millage rate).
      ii. The rate would require use of fund balance to balance the General Fund budget. The current net increase in fund balance is $251,511 and reducing the millage rate would cause a projected deficit of $259,943.
      iii. The rate would require expenditure reductions to balance the budget.
      iv. The rate could result in reduction to the City's current levels of service.
3. Sets the Final millage rate at some other rate between the Roll-Back rate of **7.1548** and the current millage of **7.5810.**
   a. Advantages
      i. If the rate selected is <u>less</u> than the current rate of **7.5810** mils, it could be a reduction to the property tax payer depending on the rate selected.
   b. Disadvantages
      i. If the rate selected is less than the current rate of **7.5810** mils, it would reduce tax revenue for the City, potentially require the use of fund balance and/or significant expenditure reductions, and could result in reduction to the City's current levels of service. Each .1000 millage reduction equates to $120,003.

Budget and Staff Impact
Staff prepared the Fiscal Year 2021-2022 budget using the current millage rate of **7.5810,** which results in an estimated increase in property taxes of $577,163 as compared to Fiscal Year 2020-2021 budget estimates. If the millage rate is set lower than the **7.5810** proposed, it may require a reduction in reserves or a reduction in proposed General Fund expenditures to balance the budget.

Prepared By:
Mike Sheppard, Finance Director

Reviewed By:
Nailya (Nelly) Harnisch, Deputy Finance Director

RESOLUTION NUMBER 21-71

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, ADOPTING THE TENTATIVE MILLAGE LEVY OF AD VALOREM TAXES FOR THE CITY OF EUSTIS, LAKE COUNTY FOR FISCAL YEAR 2021-2022; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 23, 2021, the City of Eustis, Lake County, Florida, held a public hearing on the Fiscal Year 2021-2022 Final Millage Rate, as required by Florida Statute 200.065; and

WHEREAS, the City of Eustis of Lake County, Florida, adopted the Fiscal Year 2021-2022 Final Millage Rate following the public hearing; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Eustis, Lake County, Florida has been certified by the Lake County Property Appraiser to the City of Eustis as $1,224,522,225.

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

SECTION 1

That the FY 2021-2022 tentative operating millage rate is 7.5810 mills, which is greater than the rolled-back rate of 7.1548 mills and increases taxes by 5.96%.

SECTION 2

That this Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 23rd day of September, 2021, in regular session of the City Commission of the City of Eustis, Lake County, Florida. Time Adopted _____

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 23rd day of September, 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 21-71 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: Ronald Neibert, City Manager

DATE: September 23, 2021

RE: RESOLUTION NUMBER 21-72: ADOPTING A FINAL BUDGET FOR FISCAL YEAR 2021-2022

Introduction:
Resolution Number 21-72 adopts the final budget for fiscal year 2021-2022.

Background:
See attached Staff Report.

Attachments:
Staff Report -Final Budget 21-22 Res 21-72
Resolution No. 21-72 Final Budget
EXHIBIT A FY 2021-2022 Eustis Budget Summary

Reviewed by:

Ronald Neibert, City Manager	Approved - 17 Sep 2021
Mary Montez, City Clerk	Approved - 17 Sep 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: RESOLUTION NUMBER 21-72: ADOPTING A FINAL BUDGET FOR FISCAL YEAR 2021-2022

Introduction
Resolution Number 21-72 adopts the Final Budget for FY 2021-2022, after the required public hearing.

Recommended Action
Staff recommends approval of Resolution Number 21-72.

Background
Florida State Statutes require each taxing authority to annually adopt a tentative and final budget. The law also requires that the local government hold a public hearing prior to the adoption of each of those budgets. The public hearings and adoption of the budget take place after the public hearing and adoption of the millage rates. The TRIM notice that is sent to all property owners in August notified all Eustis property owners of the proposed millage rate and date of the first public hearing on the millage. The City has advertised the adoption of the final budget and the notice of tax increase prior to the second public hearing, in accordance with state law. The second and final hearing will be held on September 23, 2021 in the Commission Chambers located a 10 North Grove Street, Eustis, FL 32726.

The proposed Final budget has been prepared based on Commission directives authorized at the Budget Workshop held on July 15, 2021. Those directives included the adoption of the current millage rate of 7.5810. The budget has been prepared in compliance with the requirements of the City Charter, appropriate State Statutes, and is consistent with the provisions of the City's Financial Policies adopted in 2015.

The General Fund Budget, as presented, contains more revenues than expenditures for Fiscal Year 2021-2022. The proposed Final budget also includes funding for employee compensation increases, insurance increases and funding for the Capital Improvement Plan. The City has advertised the budget on the City website as required by State Law as well as in the Orlando Sentinel as required by law.

Alternatives
1. Adopt Resolution Number 21-72 and approve the budget presented as Final.

2. Direct staff to make specific changes to the budget and immediately adopt the revised version as Final during the hearing.

Discussion of Alternatives

1. Alternative 1 provides for the adoption of Resolution Number 21-72 and the approval of the budget presented as Final.
    a. Advantages
        i. The proposed Final budget maintains all service levels and enhances Recreation adding staffing, programs and expansion of pool services as well as Fire Services adding six (6) new firefighters.
        ii. There is funding to implement the City's Strategic Plan.
        iii. There is funding to address pay increases for employees, based on performance as well as setting forth a plan to bring the City to the required minimum wage within the next four (4) years.
        iv. Operating expenditures do not exceed operating revenues.
        v. The Budget is balanced with-in the General Fund and utilizes reserve funds only as authorized by the City Commission.
    b. Disadvantages
        i. Although the millage rate of 7.5810 mills is the same as the prior year, it exceeds the rollback rate and must be advertised as a tax increase. As a percentage the rate is 5.96 over the rollback rate of 7.1548 mills.
2. Alternative 2 provides direction to staff to make specific changes to the budget and immediately adopt the revised version as Final during the hearing. If the Commission approves a millage rate other than 7.5810, the budget must be revised accordingly.
    a. Advantages
        i. Provides an opportunity for the Commission to revise the budget.
        ii. Could provide an opportunity for further cost reductions, shifts in priorities, and/or reductions/changes in services.
    b. Disadvantages
        i. If the millage rate is reduced, expenditures may have to be reduced to maintain the balance of revenues and expenditures.
        ii. If the millage rate or expenditures are reduced, service levels will likely have to be reduced accordingly.
        iii. If expenditures are increased, the Commission would have to provide additional revenue from the fund balance or through other sources of funding.
        iv. A change in the millage rate could affect previously established City Commission priorities.
        v. A change in the millage rate could delay the adoption of the Final Budget and hinder compliance with State Law.

Community Input

There will be sufficient time for input at the public hearings held before the adoption of the tentative and final budgets. There was also sufficient time for input at all of the preceding budget and millage related Commission workshops and meetings.

Budget and Staff Impact
As presented, there are budgeted revenues and expenditures citywide of $47,138,124 and $46,381,732 respectively and estimated reserves and fund balances totaling $61,629,141 at the end of September 30, 2022. The estimated cost of preparing this document is $42,800 based on estimated time expense of 1,000 cumulative hours (all departments).

Prepared By:
Mike Sheppard, Finance Director

Reviewed By:
Nailya (Nelly) Harnisch, Deputy Finance Director

RESOLUTION NUMBER 21-72

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2021-2022; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 23, 2021, the City of Eustis, Lake County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Eustis of Lake County, Florida, set forth the appropriations and revenue estimates for the Budget for Fiscal Year 2021-2022 in the amount of $82,548,750.

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

SECTION 1

That the Fiscal Year 2021-2022 Tentative Budget is hereby adopted in the total revenue and expenditures in the amount of $47,137,124 and $46,381,732 respectively, with an estimated ending reserve balance of $61,629,141 as more particularly set forth in "EXHIBIT A", attached hereto and made a part hereof.

SECTION 2

That this Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 23rd day of September, 2021, in regular session of the City Commission of the City of Eustis, Lake County, Florida. Time Adopted _____

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 23rd day of September, 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 21-72 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 BUDGET SUMMARY FISCAL YEAR 2021-22

GENERAL FUND

Estimated Beginning Fund Balance of $8,948,146

Plus Revenue Budget of $19,630,625

Less Expenditure Budget of $19,379,113

Less Required Reserves of $4,514,568

Yields Estimated Year End Available Fund Balance of $4,685,089

LIBRARY CONTRIBUTION FUND

Estimated Beginning Fund Balance of $43,742

Plus Revenue Budget of $2,345

Less Expenditure Budget of $8,458

Less Required Reserves of $29,726

Yields Estimated Year End Available Fund Balance of $7,903

SALES TAX REVENUE FUND

Estimated Beginning Fund Balance of 633,944

Plus Revenue Budget of $2,198,000

Less Expenditure Budget of $2,242,991

Less Required Reserves of $0

Yields Estimated Year End Available Fund Balance of $588,653

LAW ENFORCEMENT EDUCATION FUND

Estimated Beginning Fund Balance of $81,617

Plus Revenue Budget of $38,800

Less Expenditure Budget of $64,300

Less Required Reserves of $56,117

Yields Estimated Year End Available Fund Balance of $0

POLICE FORFEITURE FUND

Estimated Beginning Fund Balance of $9,259

Plus Revenue Budget of $9,338

Less Expenditure Budget of $13,900

Less Required Reserves of $4,697

Yields Estimated Year End Available Fund Balance of $0

STREET IMPROVEMENT FUND

Estimated Beginning Fund Balance of $105,403

Plus Revenue Budget of $2,050,940

Less Expenditure Budget of $1,780,528

Less Required Reserves of $195,568

Yields Estimated Year End Available Fund Balance of $180,247

COMMUNITY REDEVELOPMENT FUND

Estimated Beginning Fund Balance of $1,046,806

Plus Revenue Budget of $831,239

Less Expenditure Budget of $674,369

Less Required Reserves of $0

Yields Estimated Year End Available Fund Balance of $1,203,676

BUILDING SERVICES FUND

Estimated Beginning Fund Balance of $315,939

Plus Revenue Budget of $547,700

Less Expenditure Budget of $713,053

Less Required Reserves of $175,821

Yields Estimated Year End Available Fund Balance of $(25,235)

STORMWATER UTILITY REVENUE FUND

Estimated Beginning Fund Balance of $65,795

Plus Revenue Budget of $860,560

Less Expenditure Budget of $740,333

Less Required Reserves of $111,333

Yields Estimated Year End Available Fund Balance of $74,688

WATER AND SEWER REVENUE FUND

Estimated Beginning Fund Balance of $9,424,290

Plus Revenue Budget of $12,399,790

Less Expenditure Budget of $13,818,554

Less Required Reserves of $3,407,315

Yields Estimated Year End Available Fund Balance of $4,598,211

RECLAIMED WATER PROJECTS FUND

Estimated Beginning Fund Balance of $172,353

Plus Revenue Budget of $765

Less Expenditure Budget of $0

Less Required Reserves of $0

Yields Estimated Year End Available Fund Balance of $173,118

WATER AND SEWER RENEWAL AND REPLACEMENT FUND

Estimated Beginning Fund Balance of $179,683

Plus Revenue Budget of $4,210,900

Less Expenditure Budget of $4,188,050

Less Required Reserves of $0

Yields Estimated Year End Available Fund Balance of $202,533

FIRE PREVENTION CAPACITY EXPANSION TRUST FUND

Estimated Beginning Fund Balance of $144,337

Plus Revenue Budget of $15,700

Less Expenditure Budget of $1,000

Less Required Reserves of $159,037

Yields Estimated Year End Available Fund Balance of $0

GREENWOOD CEMETERY TRUST FUND

Estimated Beginning Fund Balance of $274,390

Plus Revenue Budget of $7,200

Less Expenditure Budget of $2,400

Less Required Reserves of $279,190

Yields Estimated Year End Available Fund Balance of $0

POLICE PENSION FUND

Estimated Beginning Fund Balance of $22,842,587

Plus Revenue Budget of $2,147,562

Less Expenditure Budget of $1,240,000

Less Required Reserves of $23,750,149

Yields Estimated Year End Available Fund Balance of $0

FIRE PENSION FUND

Estimated Beginning Fund Balance of $12,220,894

Plus Revenue Budget of $1,299,842

Less Expenditure Budget of $750,824

Less Required Reserves of $12,769,912

Yields Estimated Year End Available Fund Balance of $0

PARKS AND RECREATION CAPACITY EXPANSION TRUST FUND

Estimated Beginning Fund Balance of $123,013

Plus Revenue Budget of $28,750

Less Expenditure Budget of $21,000

Less Required Reserves of $130,763

Yields Estimated Year End Available Fund Balance of $0

LAW ENFORCEMENT CAPACITY EXPANSION TRUST FUND

Estimated Beginning Fund Balance of $329,530

Plus Revenue Budget of $19,200

Less Expenditure Budget of $1,000

Less Required Reserves of $347,730

Yields Estimated Year End Available Fund Balance of $0

WATER IMPACT TRUST FUND

Estimated Beginning Fund Balance of $3,152,712

Plus Revenue Budget of $128,000

Less Expenditure Budget of $309,500

Less Required Reserves of $2,971,212

Yields Estimated Year End Available Fund Balance of $0

SEWER IMPACT TRUST FUND

Estimated Beginning Fund Balance of $587,439

Plus Revenue Budget of $650058

Less Expenditure Budget of $297358

Less Required Reserves of $940,139

Yields Estimated Year End Available Fund Balance of $0

ECONOMIC DEVELOPMENT TRUST FUND

Estimated Beginning Fund Balance of $141,862

Plus Revenue Budget of $50,750

Less Expenditure Budget of $122,200

Less Required Reserves of $0

Yields Estimated Year End Available Fund Balance of $70,412

LIBRARY CAPACITY EXPANSION TRUST FUND

Estimated Beginning Fund Balance of $29,308

Plus Revenue Budget of $10,060

Less Expenditure Budget of $12,800

Less Required Reserves of $26,568

Yields Estimated Year End Available Fund Balance of $0

TOTAL

Estimated Beginning Fund Balance of $60,872,749

Plus Revenue Budget of $47,138,124

Less Expenditure Budget of $46,381,732

Less Required Reserves of $49,865,148

Yields Estimated Year End Available Fund Balance of $11,763,993

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

Staff Report

TO: Eustis City Commission

FROM: Ronald Neibert, City Manager

DATE: September 23, 2021

RE: EXPLANATION 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:

Ronald Neibert, City Manager	Approved - 17 Sep 2021
Mary Montez, City Clerk	Approved - 17 Sep 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

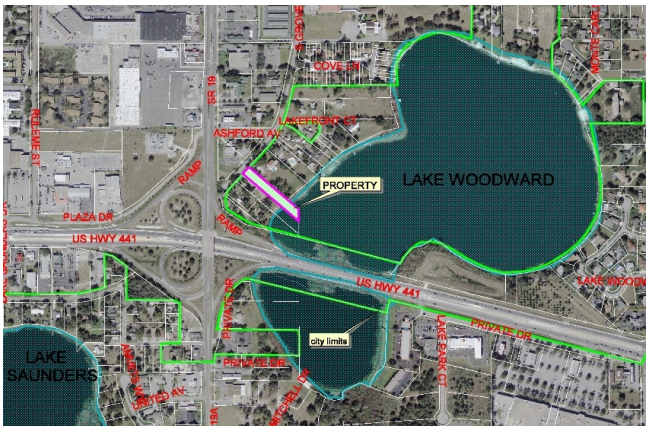
Introduction

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 clos 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.

l. ***Other Matters:***

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

The request is 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 7h 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.

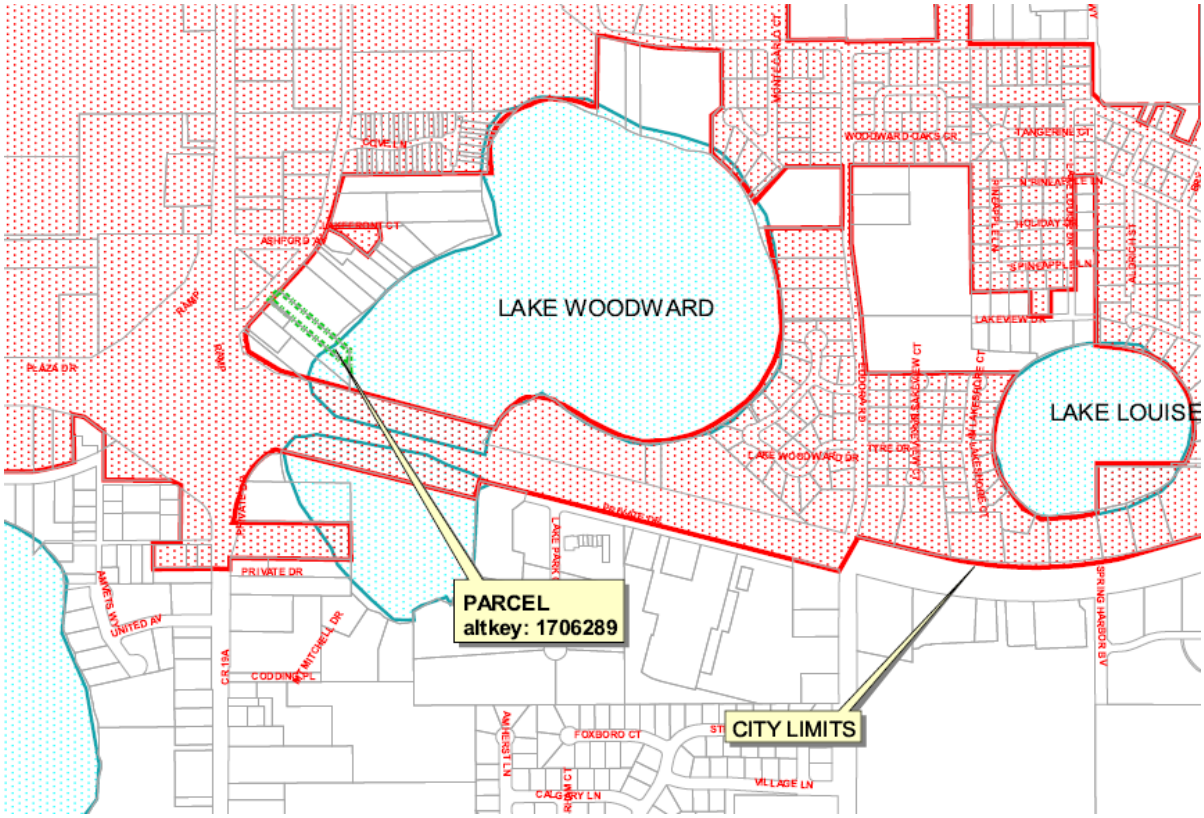
City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-24 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


LAKE WOODWARD
LAKE LOUISE
PARCEL
altkey: 1706289
CITY LIMITS
PRIVATE DR
PLAZA DR
ASHFORD AV
COVE LN
WOODWARD OAKS CIR
TANGERINE ST
LAKEVIEW DR
LAKE WOODWARD DR
FOXBORO CT
CALGARY LN
VILLAGE LN
SPRING HARBOR BV
CODDING PL
MITCHELL DR
UNITED AV

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.

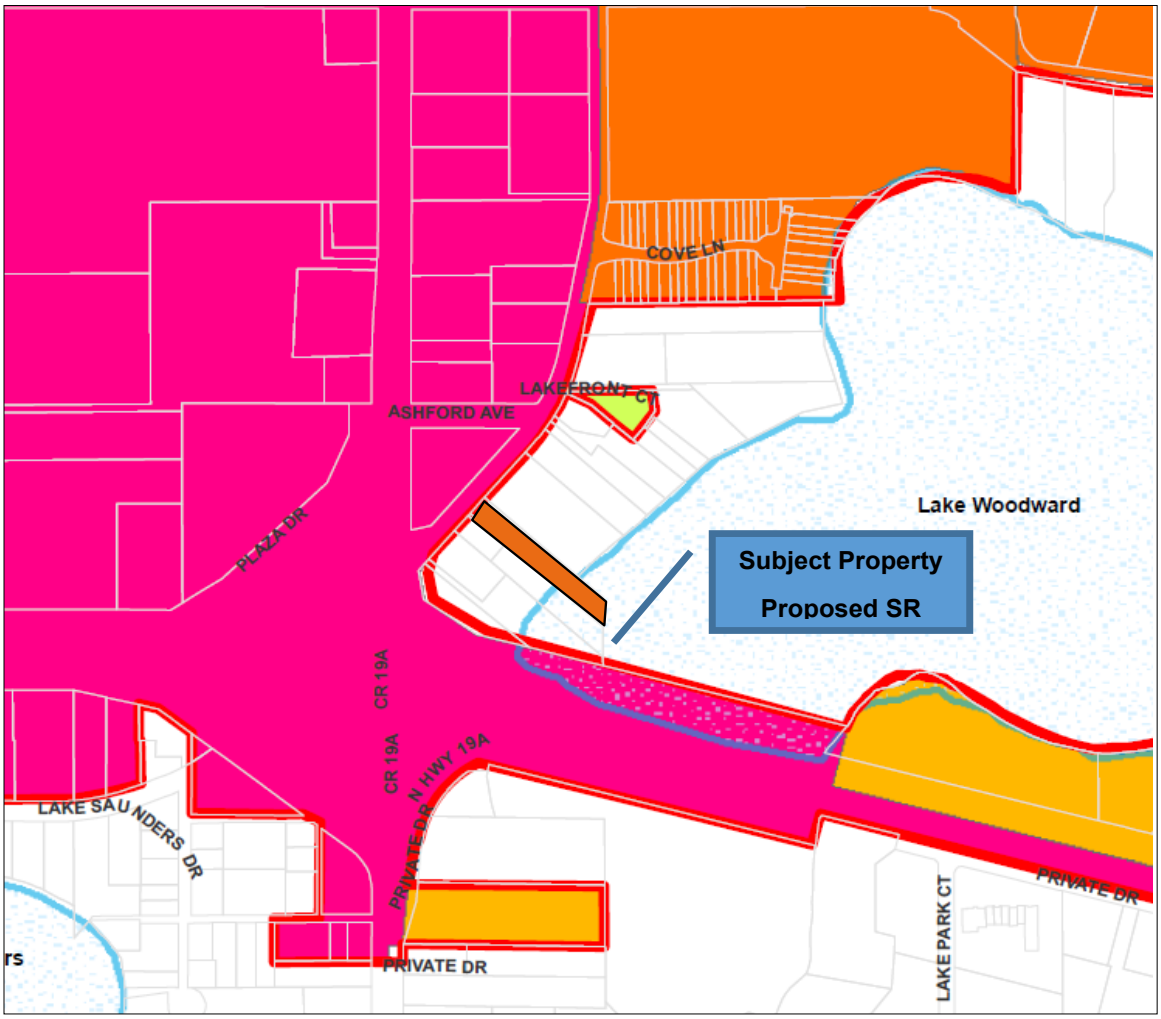
_____
City Attorney's Office Date

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


COVE LN
LAKEFRONT CT
ASHFORD AVE
PLAZA DR
Lake Woodward
Subject Property
Proposed SR
CR 19A
CR 19A
N HWY 19A
PRIVATE DR
LAKE SAUNDERS DR
PRIVATE DR
PRIVATE DR
LAKE PARK CT

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 no performed an independent title examination as to the accuracy of the legal description.

_____

City Attorney's Office Date

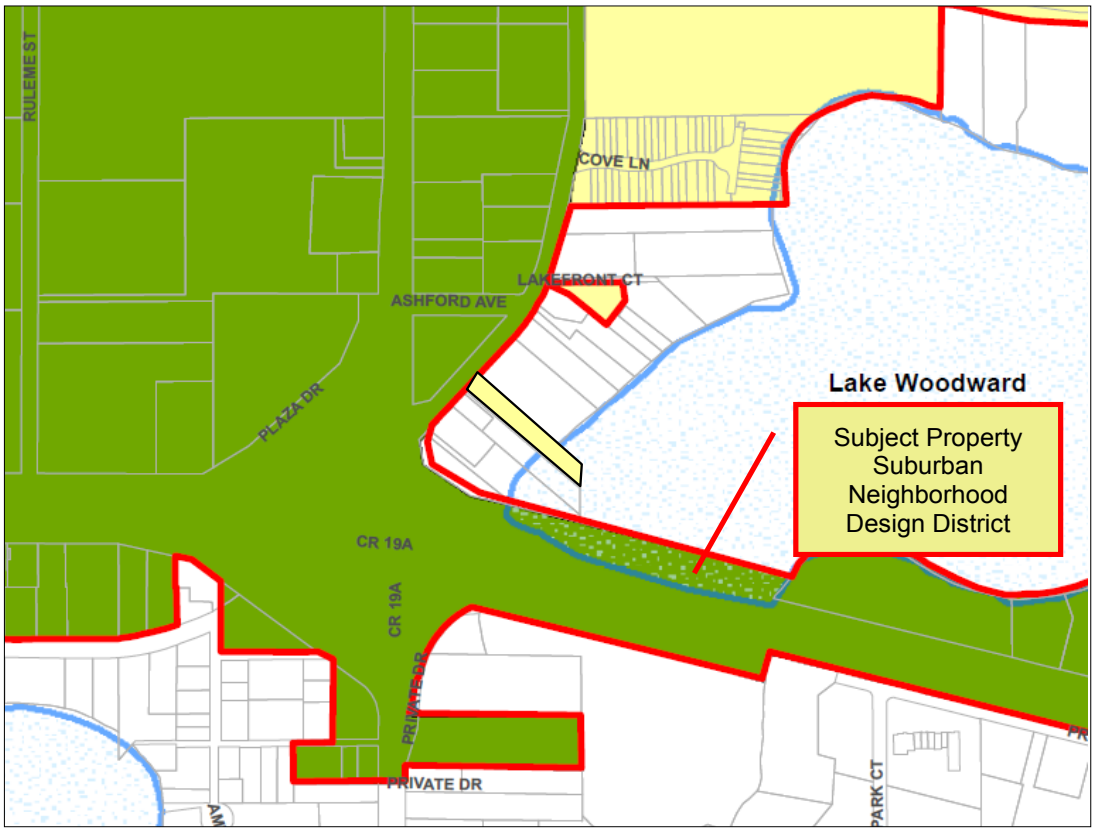
CERTIFICATE OF POSTING

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


RULEME ST
COVE LN
LAKEFRONT CT
ASHFORD AVE
PLAZA DR
Lake Woodward
Subject Property
Suburban
Neighborhood
Design District
CR 19A
CR 19A
PRIVATE DR
PRIVATE DR
PARK CT

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

Staff Report

TO: Eustis City Commission

FROM: Ronald Neibert, City Manager

DATE: September 23, 2021

RE: EXPLANATION 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:

Ronald Neibert, City Manager	Approved - 17 Sep 2021
Mary Montez, City Clerk	Approved - 17 Sep 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 Statues 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 NORTH173 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 NORTH173 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.

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 7h 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.

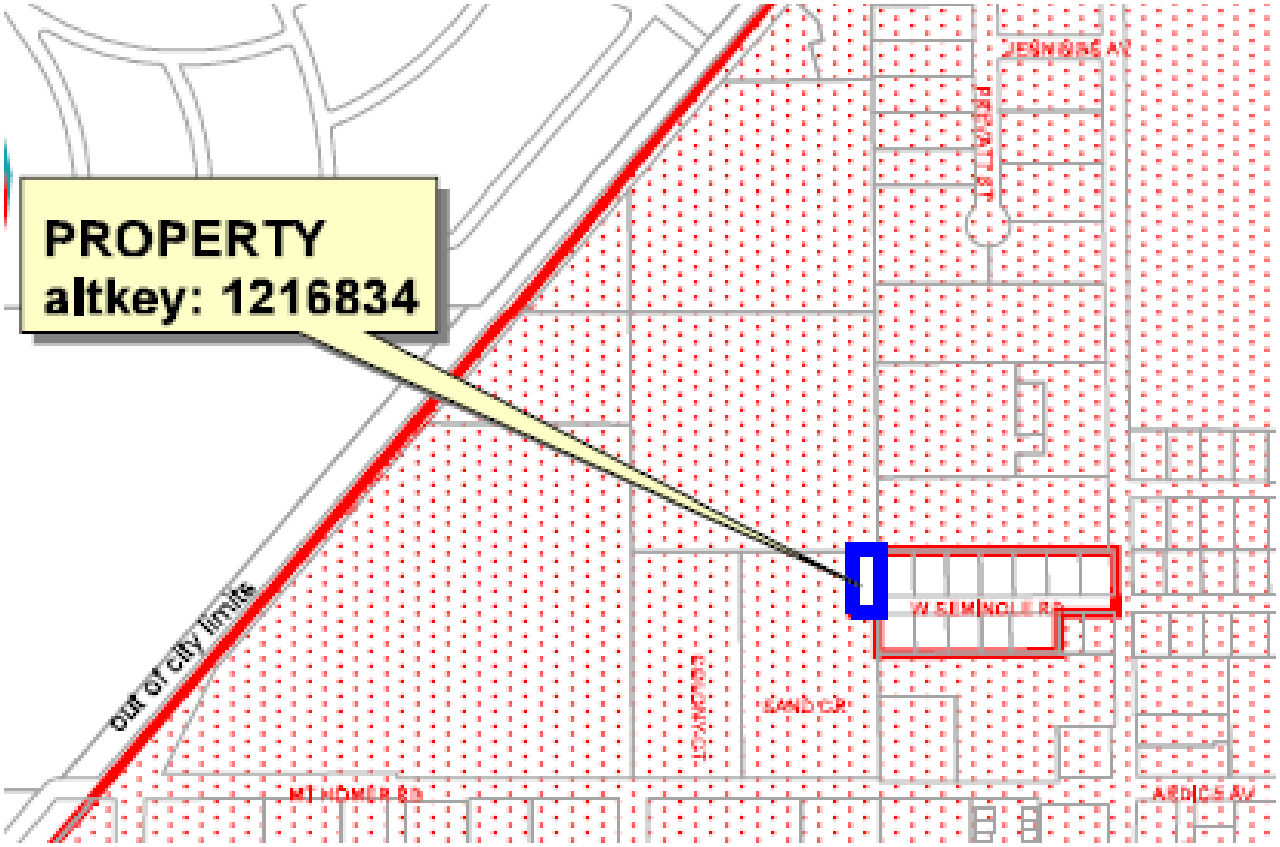
City Attorney's Office Date

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


PROPERTY
altkey: 1216834
out of city limits
W SEMINOLE RD
MT HOMER RD
ARDICS AV

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

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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 7thth 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.

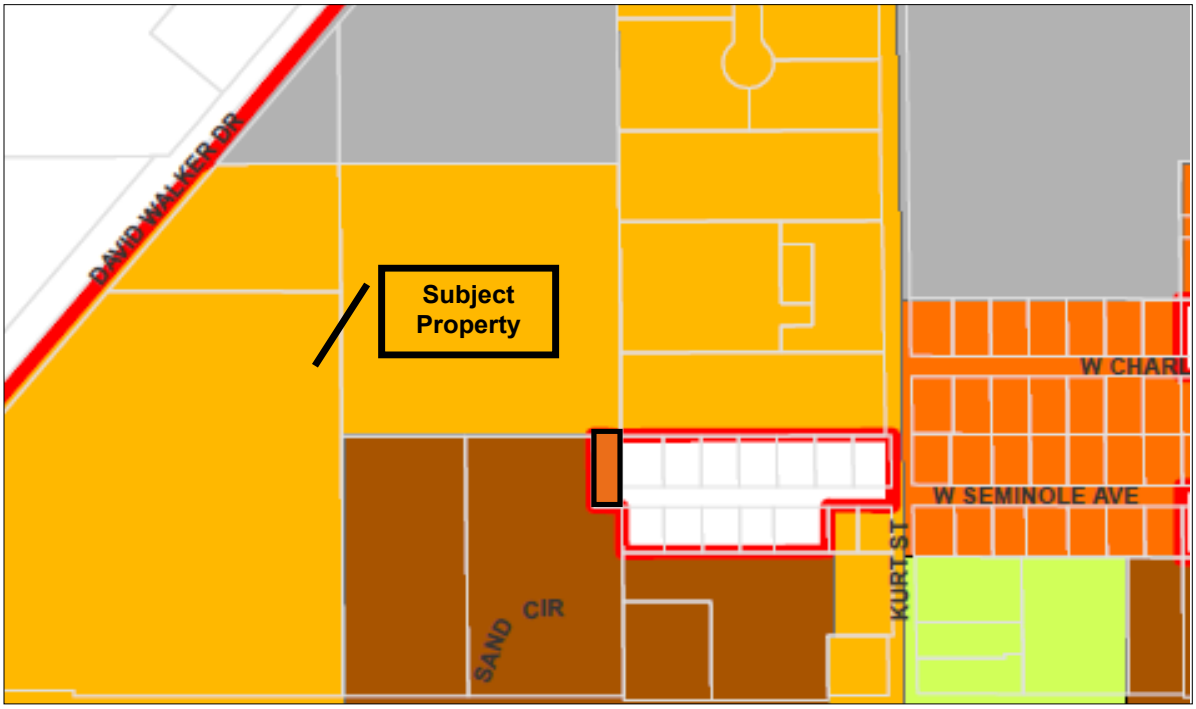
City Attorney's Office Date

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


DAVID WALKER DR
Subject Property
W CHARL
W SEMINOLE AVE
KURT ST
SAND CIR

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 NORTH173 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 NORTH173 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.

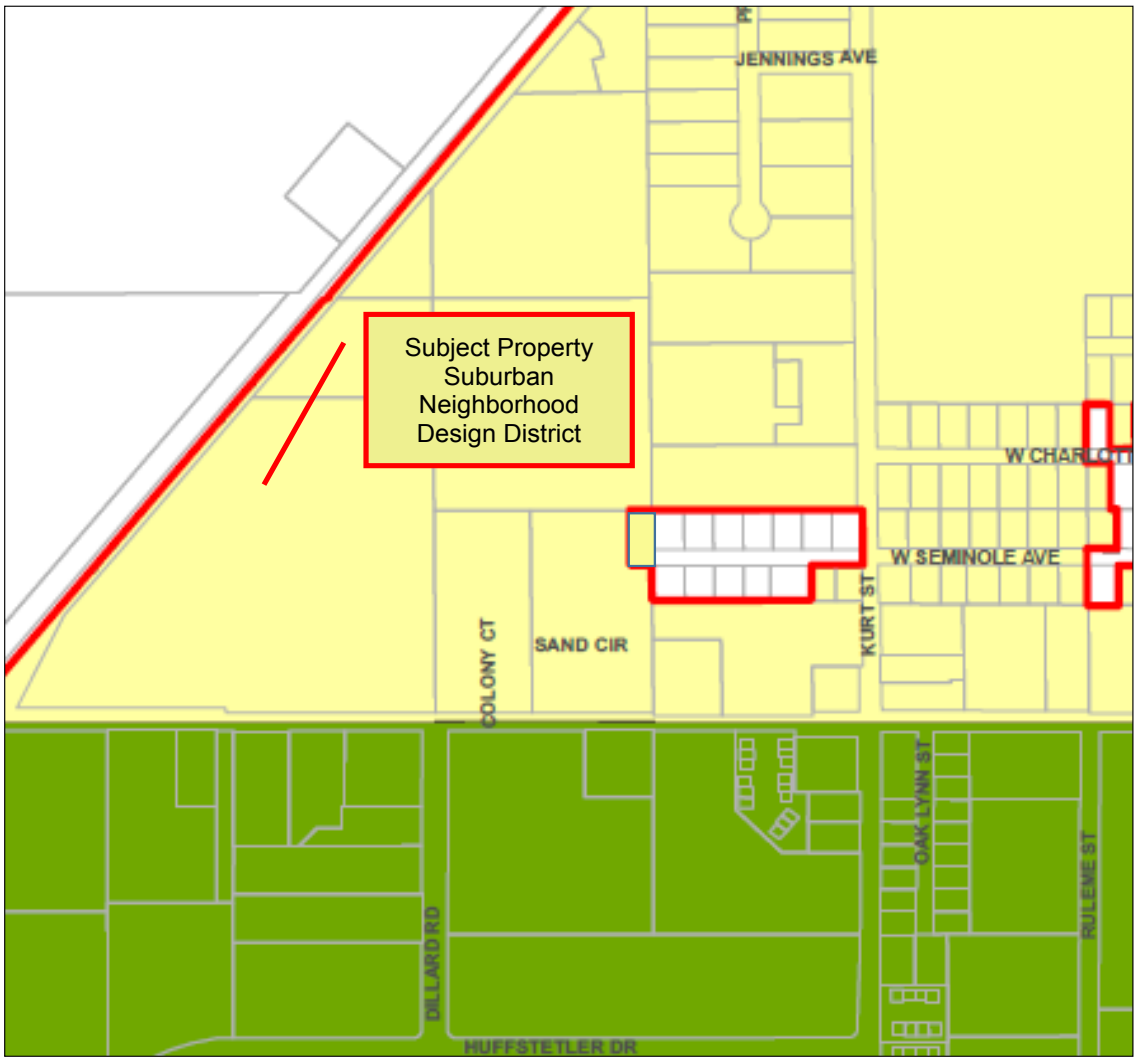
_____
City Attorney's Office Date

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


Subject Property
Suburban
Neighborhood
Design District
JENNINGS AVE
W CHARLOTTE
W SEMINOLE AVE
KURT ST
SAND CIR
COLONY CT
OAK LYNN ST
RULEME ST
DILLARD RD
HUFFSTETLER DR

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

Staff Report

TO: Eustis City Commission

FROM: Ronald Neibert, City Manager

DATE: September 23, 2021

RE: REVIEW OF RFQ FOR DOWNTOWN PARKING GARAGE

Introduction:
A presentation of the RFQ to be advertised for the Downtown Parking Garage will be presented by Rick Gierok, Director of Public Works/City Engineer.

Attachments:
#006-21 - Original RFQ Documents (002)
Location Map (002)
Eustis Parking Garage Geotech Report UES 1-14-21 (002)
Sec._115_6.2.___Central_business_district_urban_center_design_district.

Reviewed by:

Ronald Neibert, City Manager	Approved - 17 Sep 2021
Mary Montez, City Clerk	Approved - 17 Sep 2021

City of Eustis

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

Request for Qualifications No : 006-21 **Date: September 15, 2021**

Description: City of Eustis Parking Garage Design-Build Project

Proposal Evaluation Period: Up to Sixty (60) Days

RESPONSE SUBMITTAL -Sealed responses shall be delivered to Eustis City Hall, Purchasing Department, 10 North Grove Street, 3rd Floor, Eustis, Florida, 32726, up until the advertised date and time. It is the respondent's sole responsibility to assure that his/her response is complete and delivered at the proper time and place. Any response received after the advertised date and time of bid opening will not be considered.

Responses shall be presented in a sealed envelope and identified with the following information on the outside of the envelope:

Request for Qualifications No.: 006-21
Opening Date: November 19, 2021 @ 3:00 pm
Description: Eustis Parking Garage Design-Build Project

PRE-BID MEETING – A pre-bid meeting will be held on October 19, 2021 @ 10:00 a.m. in the Eustis City Commission Chamber, located at Eustis City Hall, 10 N. Grove St., Eustis, Florida, 32726.

OPENING - Responses will be opened in the Eustis Commission Chambers, City Hall, at 10 North Grove Street, Eustis, Florida, shortly after 3:00 pm. All respondents and the general public are encouraged to attend the opening.

ACCEPTABLE FORMAT - Format provided by the City is the only acceptable format on which a responder may return his/her response. Responses submitted on any other format shall be disqualified. Any additional information relative to the response should be submitted on separate format.

EXECUTION OF RESPONSE – The response must contain a manual signature of an authorized representative in the space(s) provided. All information shall be legible and either written in ink or typed. All corrections (additions or erasures) made by the responder to any entry shall be dated and initialed in ink.

CLARIFICATION/CORRECTION OF RESPONSE ENTRY – The City of Eustis reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

ADDITIONAL TERMS AND CONDITIONS – The City reserves the right to reject responses containing any additional terms or conditions not specifically requested in the solicitation.

WITHDRAWAL OR MODIFICATION - Responses may be withdrawn or modified in writing prior to the response submission deadline. Responses that are resubmitted or modified must be sealed and submitted to the Purchasing Department, 10 N Grove St., 3rd Floor, Eustis, FL 32726, prior to the response submission deadline. The City reserves the right to require proper identification of any party making such a request. No response may be withdrawn subsequent to response opening.

RFQ ADDENDA - All changes in connection with this RFQ will be issued by the City in the form of a written addendum. Signed acknowledgment of receipt of each addendum shall be submitted with the RFQ response. It is the respondent's sole responsibility to ensure they have received all addenda associated with this solicitation.

EEO STATEMENT - The City is committed to assuring equal opportunity in the award of contracts and believes in equal opportunity practices which conform to both the spirit and the letter of all laws prohibiting discrimination because of race, religion, color, sex, age, national origin or handicap.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being place on the convicted vendor list.

AWARD – This RFQ may be awarded as best serves the interest of the City of Eustis. All awards made as a result of this RFQ shall conform to all applicable ordinances of the City of Eustis.

RESERVATION – The City of Eustis reserves the right to accept any proposal which in its opinion best serves the interest of the City, and/or to reject any or all responses, or to waive technicalities or informalities in responses received.

INTEREST OF CITY AND OTHER OFFICIALS - No member, officer or employee of the City of Eustis, or its delegates or agents, no member of the governing body of the City of Eustis or any other public official who exercises any functions or responsibilities in the City of Eustis or in the locality of this project, shall have any interest, direct or indirect, in any sale or contract or subcontract, or the proceeds thereof, during his/her tenure and for one year thereafter for work to be performed under this contract.

The successful respondent shall include the above provisions in every subcontract so that these provisions shall be binding upon any subcontractor.

CONFLICT OF INTEREST – The award hereunder is subject to provisions of Florida Statutes. All respondents must disclose with their response the name of any officer, director or agent who is also an employee of the City of Eustis. Further, all respondents must disclose the name of any City of Eustis employee who owns, directly or indirectly, any interest in respondent's firm or any of its branches.

Questions regarding these specifications should be directed to Tracy M. Jeanes, Purchasing Director @ 352-483-5475 or jeanest@eustis.org

I. INTRODUCTION

The City of Eustis is seeking proposals in response to this Request for Qualifications (RFQ) from a qualified parking garage design/build firm or contractor.

Contractor must provide comprehensive professional services including schematic design, design development, construction documents and turnkey construction for a permanent parking garage in Eustis, Florida.

II. INSTRUCTIONS TO RESPONDENTS

A. Submittals -

1. Format – The City response format is the only acceptable format on which a firm may return the proposal. All information must be legible and either written in ink or typewritten. Each response must be manually signed in ink by a person authorized to represent and bind the firm and all required information must be provided. Each respondent may submit only one response, but may include qualifications for any and all of the requested services. **One (1) original and five (5) copies of the response shall be submitted, along with a digital copy on a flash drive.**

   a. For ease of review, respondent shall submit their proposal as follows, in a structured manner that clearly defines all submittals as outlined below.

Table of Contents

Evaluation Criteria as follows -

- **Statement of Interest** – Please submit, on your firm's letterhead, a statement of interest describing how your company can help the City achieve their goals through the award of a design build parking garage project. Also include a brief history of the firm and a description of services your firm is capable of providing. The Statement of Interest shall be signed by a person authorized to represent and bind the respondent's firm. **10 POINTS**

- **General Firm & Project Team Information** – Provide general contact and historical information on the firm, including the number of employees by classification, an equipment list and total contract value on completed projects for the last five years. For each person proposed to provide professional services for this project, include full name, title, professional registration and relevant experience. Describe the roles and responsibilities of each person specific to the project. Provide the same information for any sub-contractors and sub-consultants. Key individuals identified will not be substituted with other personnel or reassigned to another project without city approval. **10 POINTS**

- **List of Projects & References** – Provide a project summary for three (3) separate parking garage construction projects under contract in the last three (3) years. This project summary shall include a description of the services performed, the proposed Guaranteed Maximum Price, the final project cost and the contract duration. Also please include an owner's point of contact, title, phone number and email address, with the reference information. **25 POINTS**

- **Schedule –** From project start date, provide a schedule showing the key milestones and expected durations how you perceive this project. **25 POINTS**

- **Project Approach & Conceptual Plan** – Describe the contractor's technical approach for accomplishing the project's scope of work. Describe how the public will be involved in the process. A conceptual site plan shall be provided with this submittal response. **30 POINTS**

Other submittal items as follows:

- **Addenda** – The respondent shall acknowledge receipt of any and all addenda with the response.

  It is the respondent's sole responsibility to ensure they have received all addenda associated with this solicitation.

- **Information on Litigation** – Provide information on the nature and magnitude of any litigation or proceeding where the court or administrative agency has ruled against you or your firm, or anyone in your firm, in any matter related to you or your firm's professional activities. Similar information shall be provided for any current or pending litigation or proceeding.

- **Drug Free Workplace Certification Form** - The respondent shall complete and return the attached Drug Free Workplace Certification with his/her response.

B. Request for Information – Any request for clarification or additional information deemed necessary by any respondent to present a proper response shall be submitted in writing to the Purchasing Department, via e-mail, jeanest@eustis.org, or via fax, 352-357-1745. Any such request must be received in time to allow sufficient time to prepare and disseminate a written response.

Such addenda as may be required due to changed conditions or to clarify the specifications will be mailed or delivered prior to the date and time set for the advertised opening and shall become a part of the RFQ.

All prospective respondents are instructed not to contact any member of the Eustis City Commission, City Manager, City Engineer, Public Works staff or anyone other than the noted contact person in the proposal, as noted above. Any such contact could be cause for rejection of consideration of the award.

C. Conditional Proposals/Exceptions – Respondents taking exception to any part of section of the solicitation shall indicate such exceptions on the forms provided. Failure to indicate any exception will be interpreted as the respondent's agreement to fully comply with the requirements as written. Conditional responses, unless specifically allowed, shall be subject to rejection.

D. Qualifications – The Respondent Team must include a licensed General Contractor and a licensed Architect and/or Engineer in the State of Florida. Respondents shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City reserves the right, before recommending an award to the Commission, to inspect the facilities and organization, or to take any other action necessary to determine ability to perform in accordance with the requirements, terms and conditions.

Responses will be considered only from firms normally engaged in the services specified herein.

E. Expenses Incurred in Proposal Preparation – The City accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of proposals. Such expenses shall be borne exclusively by the respondent. This RFQ does not commit the City to award a contract.

F. Evaluation Committee – Members of the Evaluation Committee will evaluate the proposals based on the evaluation criteria outlined in Section II.

The City will use an Evaluation Committee to review and evaluate the submitted responses and to rank in order of preference those firms deemed to be most qualified.

Upon completion of the technical criteria evaluation, rating and ranking, the City reserves the right to request telephone or on-site presentations from the short-listed firms if the Committee deems it necessary to select the successful firm.

Upon completion of the presentation, the Committee will re-evaluate the short-listed firms, based upon the written documents combined with the presentation.

G. Competitive Negotiations – Following ranking of the most qualified firm, based upon applicable services and the needs of the City, the City shall negotiate a contract with the top ranked firm. Should the City be unable to negotiate a satisfactory contract with the top ranked firm, the City shall select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached.

H. Award - The City reserves the right to accept any response which in its opinion best serves the interest of the City. The City also reserves the right to reject any and all bids or any part thereof and to waive technicalities or informalities deemed minor in nature.

I. Payment and Performance Bonds – A payment bond in the amount of one hundred percent (100%) shall be required of the successful bidder to guarantee payment of all subcontractors and major material suppliers involved with the performance of work under this contract.

A performance bond in the amount of one hundred percent (100%) shall be required of the successful bidder to ensure satisfactory completion of the work under this contract. A performance bond in the amount of one hundred percent (100%) shall be required of the successful bidder to ensure satisfactory completion of the work under this contract.

The bonds shall be a corporate surety bond issued by a surety company authorized to do business in the State of Florida and the appointment of a Florida "resident agent" shall be required.

Maintenance Bond – The successful contractor shall furnish the City with a two (2) year maintenance bond equal to 20% of the approved construction costs.

J. Subcontractors – The contractor may subcontract those portions of the work which are specialized in character, and which, under normal contracting practices, are performed by specialty contractors. The contractor shall submit with the bid response a list of proposed subcontractors indicating the portion of the work which will be subcontracted. The contractor shall be fully responsible to the City for the acts and omissions of subcontractors. There shall be no contractual relationship between the City and the subcontractor.

K. Subcontractor's Insurance – The successful contractor shall require any subcontractors to procure and maintain during the life of the contract public liability and property damage and vehicle liability insurance in amounts satisfactory to the contractor.

III. GENERAL TERMS AND CONDITIONS

A. Submission of Supporting Documents – The successful respondent shall furnish all required documents within ten (10) working days after notification of award. If the successful respondent fails to furnish said documents within ten (10) days, the City may withdraw the award.

B. Laws and Ordinances – All applicable laws and regulations of the State of Florida and ordinances of the City of Eustis will apply to any resulting agreement.

C. Mediation of Disputes – Except for claims for indemnity arising out of or relating to a lawsuit filed by or against any party to this agreement, the parties shall mutually agree that any dispute that may arise under this agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of arbitration or litigation. It shall be mutually agreed that such mediation shall occur at the place where the project is located. Each party shall be responsible for their own mediation fees and mediator's expenses. The parties shall agree to exercise their best efforts in good faith to resolve all disputes in mediation.

D. Venue – Venue for any legal action resulting from this request for proposal shall lie in Lake County, FL.

E. Precedence of Conditions – By virtue of submitting a response, respondents agree that City terms and conditions herein will take precedence over any terms and conditions submitted with the response, either appearing separately or included in pre-printed page catalogs, price lists or other literature.

F. Assignment of Contract – The consultant shall not assign, transfer, convey, sublet or otherwise dispose of any award or any of its rights, title, or interest therein without written consent of the City.

G. Permits and Licenses – If a respondent has a permanent business location within the City of Eustis (including branch offices and storage or warehouse facilities), a business tax receipt is required.

H. Designated Contact – The successful consultant shall appoint a person or persons to act as a primary contact with the City. This person or backup shall be readily available during normal working hours via phone or in person and shall be knowledgeable of all terms of the contract.

I. Indemnification – The respondent covenants to save, defend, keep harmless and indemnify the City of Eustis, and all its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties and costs (including court costs and attorney fees), charges, liability and exposure, however caused – resulting from, arising out of or in any way connected with the respondent's negligent performance or nonperformance of the terms of the contract.

J. Termination for Convenience – The performance of work under any ensuing contract may be terminated by the City of Eustis, in whole or in part, whenever the City determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the contractor of a written notice of termination a minimum of fifteen (15) days prior to the date of the termination. In the event that any contract made as a result of this solicitation is terminated or canceled upon request of and for the convenience of the City of Eustis without fifteen (15) days advance written notice, the City shall negotiate reasonable termination costs, if applicable.

K. Termination for Cause/Default – The City shall have the right to terminate the contract at any time for failure to provide satisfactory performance. Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from any termination costs. Advance notice will be waived in the event of termination for cause.

L. Termination Due to Unavailability of Funds in Succeeding Years – When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled. The contractor shall be reimbursed for the reasonable value of any non-recurring costs, but not amortized in the price of services delivered under the contract.

M. Ownership of Deliverables – Deliverables and other data generated or developed by the consultant or furnished to the consultant by the City shall become and/or remain the property of the City. The City shall also have the right to use any or all ideas presented in any reply to this RFQ. Selection or rejection does not affect this right.

N. Return of Materials – Upon the request of the City, but in any event, upon termination of any agreement for work or services under this RFQ, the consultant shall surrender to the City all memoranda, notes, records, drawings, manuals, computer software and any other documents or materials pertaining to the services hereunder that were furnished to the consultant by the City.

O. Accuracy/Quality of Work – The consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services under any agreement resulting from this RFQ. The consultant shall correct or revise any errors, omissions or other deficiencies in its drawings, reports or other services without additional compensation from the City.

P. Changes in Work – The City may, at any time, by written notice, make such changes as it deems expedient and in the best interest of the City. If the change involves a difference in cost not covered by the contract, an equitable adjustment to the contract, either increase or decrease, shall be made by an agreement between the City and the consultant. The cost of performing the extra work shall be determined and agreed to between the City and the consultant before the work is undertaken.

Q. Hold Harmless – The consultant shall indemnify and save the City harmless from any claims, demands, damages, fines, or fees on appeal of any kind and nature arising from the performance of the contract whether by act or omission of the contractor, its agents, servants or employees or because of or due to the mere existence of the contract between the parties.

R. Adherence to Laws – The respondent shall comply with all applicable laws, rules and regulations, including, but not limited to HIPPA, the Florida Worker's Compensation Act and all Federal and State tax laws. Because the bidder will be acting as an independent contractor, the City assumes no responsibility for the respondent's actions. The respondent also agrees to comply with all State and Federal laws with regard to the Equal Employment Opportunity Act.

IV. SPECIAL TERMS AND CONDITIONS -

A. Insurance Requirements - The consultant shall purchase and maintain such commercial or comprehensive general liability, worker's compensation, professional liability, and other insurance as is appropriate for the services being performed by the Consultant, its employee or agents. The amounts and types of insurance shall conform to the following minimum requirements:

Consultant's Insurance – Certificates of consultant's insurance shall be filed with the City prior to contract execution in amounts not less than:

Worker's Compensation – As required by law and per statutory limits for all employees. Policy shall include Employer's Liability with a limit of $500,000 each accident, $500,000 each employee, $500,000 policy limit for disease.

Comprehensive General Liability – Shall have minimum limits of $3,000,000 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operation, Broad Form Property Damage and XCU Coverage, and a Contractual Liability Endorsement. Coverage shall include personal injury and fire damage liability.

Business Auto Policy – Shall have minimum limits of $500,000 per occurrence. Combined Single Limit for Bodily Injury and Property Damage. This shall include owned vehicles, hire and non-owned vehicles and employees' non-ownership.

The successful consultant shall include the City as insured under its policies and shall furnish separate certificates and endorsements for each subcontractor.

V. PROJECT OVERVIEW

A. **Summary**: The proposed parking garage includes a ground plus two elevated deck garage with +/- 255 stalls. It will be open design, construction type is IIA.

The respondent shall include professional services including architecture, structural engineering, civil and landscape design, and general contracting of the garage.

The area of construction is the eastern half of the block bordered by Bay Street, Gottsche Avenue, Eustis Street and Clifford Avenue.

The budget for this project is $4,500,000.

B. **Scope of Work:** The scope of work outlined below is intended as a general guide and should not be considered a complete list of all work necessary to complete the project. Proposers may suggest a modified scope as part of their proposal. Design intent shall include:

STRUCTURE

- Ground plus 2 elevated decks of parking.
- Ground level floor to floor elevation is 11'8"
- Second floor to floor elevation is 10'6"
- Exterior elevations consist of walls
- Floor system is comprised of precast concrete double tees designed to support a 3,000 lb. wheel load and 40 PSF live load to support passenger vehicles only
- Foundations are spread footings bearing on virgin soils with a bearing capacity of 4,000 psf and should be verified by a geotechnical engineer

FINISHES

- Wall panels with metal grilles in openings on all sides
- Hipped roofs at stairs and elevators
- Cast stone wainscot at elevator and stair towers
- Metal bands

SYSTEMS AT GARAGE

- LED fixtures with battery backed up
- One hydraulic elevator
- Two stairs
- Two dual car chargers
- Emergency phones at each stair tower
- Stand pipes

C. **RFP Schedule -**

Advertise RFQ	**October 4, 2021**
Pre-Bid Meeting	**October 19, 2021 @ 10:00 am**
Question Submittal Deadline	**November 8, 2021 by 5:00 pm**
Proposals Due	**November 19, 2021 @ 3:00 pm**
Evaluation Committee Meeting	**December 1, 2021 @ 10:00 am**
Presentations, if required	**December 15, 2021 @ 10:00 am**
Recommendation to City Commission	**January 4, 2022 @ 6:00 pm**

The City of Eustis reserves the right to make adjustments to the proposed schedule as necessary.

ATTACHMENTS:

Proposed Site Plan

Limited Geotechnical Exploration

Please return pages 10-11 with your submittal -

City of Eustis RFQ # 006-21
Eustis Parking Garage Design-Build Project

Respondent acknowledges receipt of addenda as follows:

No. _____ Date _____
No. _____ Date _____

By submitting a bid proposal, the undersigned agrees:

i. He/she has read all the proposal documents and hereby waives all right to plead any misunderstanding regarding same.
ii. That neither the firm, or any of it's proposed subcontractors has been placed on the convicted vendor list following the conviction of a public entity crime.
iii. To enter into and execute a contract within ten (10) working days, if awarded.
iv. To begin work no later than ten (10) working days after contract execution and to complete the work within the time period specified in the written work orders.

Company Name:_____

Please check one: Corporation ___ Partnership ___ Other ___
Proprietorship ___ Joint Venture ___ Subsidiary ___
Address:_____

Authorized Signature:_____

Signature/Title Typed:_____

Phone #:_____ Fax #:_____

Email:_____

Date:_____

DRUG FREE WORKPLACE

CERTIFICATION FORM

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/RFPs, which are equal with no respect to price, quality and services, are received by the State or by any political subdivision for the procurement of commodities or services, a bid/RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

In the statement specified in subsection 1, notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendre to, any violation of Chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

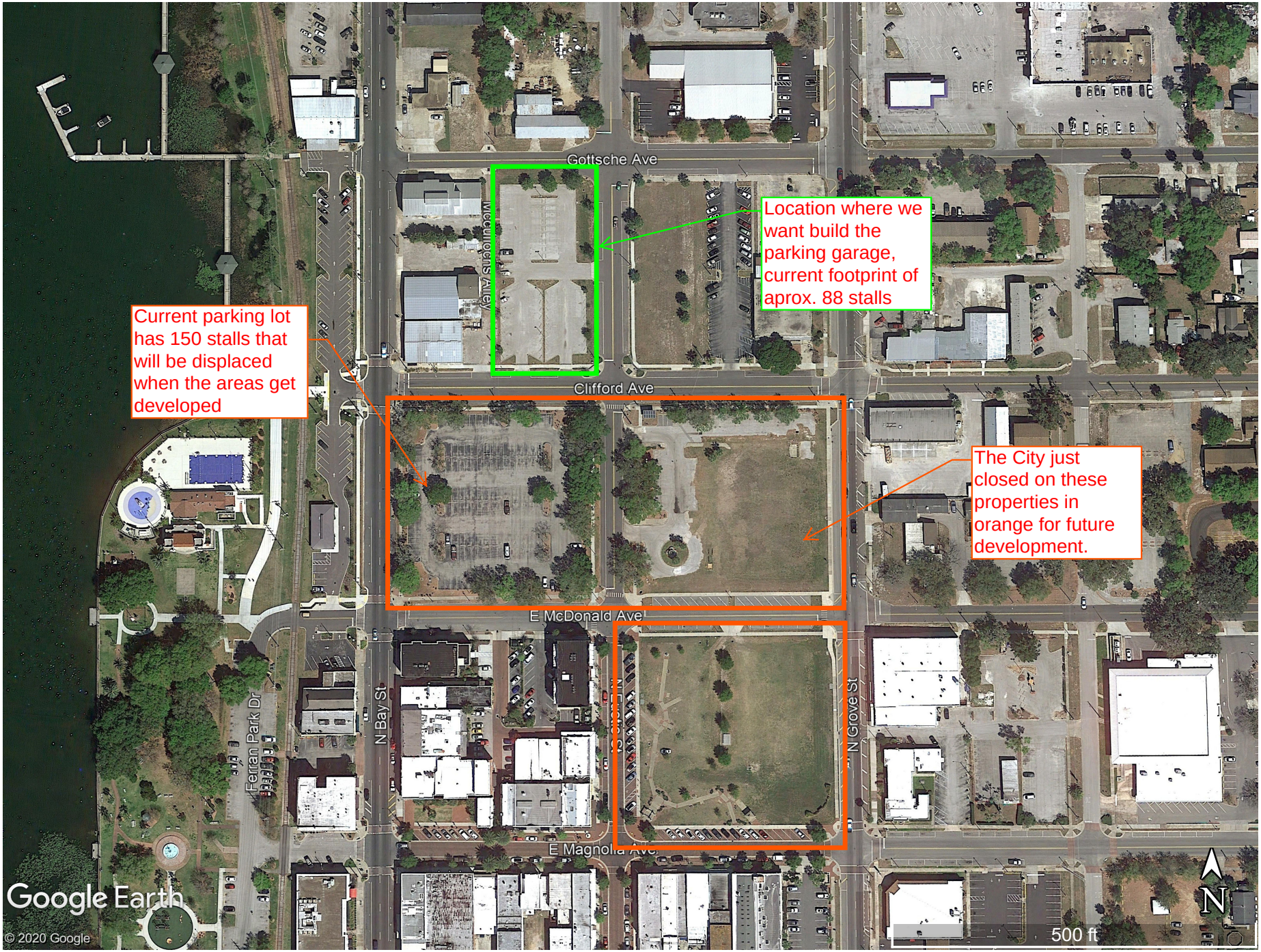
Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____
Vendor's Signature

_____
Company Name

_____
Date


Gottsche Ave
McCullochs Alley
Location where we want build the parking garage, current footprint of aprox. 88 stalls
Current parking lot has 150 stalls that will be displaced when the areas get developed
Clifford Ave
The City just closed on these properties in orange for future development.
E McDonald Ave
Ferran Park Dr
N Bay St
N Grove St
E Magnolia Ave
Google Earth
© 2020 Google
500 ft
N

UNIVERSAL ENGINEERING SCIENCES

GEOTECHNICAL EXPLORATION

DOWNTOWN EUSTIS PARKING GARAGE
NWC OF EUSTIS STREET & CLIFFORD AVENUE
EUSTIS, LAKE COUNTY, FLORIDA

UES PROJECT NO. 0130.2000525.0000
UES REPORT NO. 1830391

PREPARED FOR:

City of Eustis
10 North Grove Street
Eustis, Florida 32727

Attention: Mr. Rick Gierok, P.E., Director of Public Works

PREPARED BY:

Universal Engineering Sciences
3532 Maggie Boulevard
Orlando, Florida 32811
(407) 423-0504

January 14, 2021

Consultants in: Geotechnical Engineering • Environmental Sciences • Construction Materials Testing • Threshold Inspection
Offices in: Orlando (Headquarters) • Atlanta, GA • Chantilly, VA • Daytona Beach, FL • Fort Myers, FL • Fort Pierce, FL • Gainesville, FL • Hagerstown, MD • Jacksonville, FL • Miami, FL • Ocala, FL • Palm Coast, FL • Panama City, FL • Pensacola, FL • Rockledge, FL • Sarasota, FL • St. Petersburg, FL • Tampa, FL • Tifton, GA • West Palm Beach, FL

UNIVERSAL ENGINEERING SCIENCES
Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

LOCATIONS:
- Atlanta, GA
- Chantilly, VA
- Daytona Beach, FL
- Fort Myers, FL
- Fort Pierce, FL
- Gainesville, FL
- Hagerstown, MD
- Jacksonville, FL
- Miami, FL
- Ocala, FL
- Orlando, FL (Headquarters)
- Palm Coast, FL
- Panama City, FL
- Pensacola, FL
- Rockledge, FL
- Sarasota, FL
- St. Petersburg, FL
- Tampa, FL
- Tifton, GA
- West Palm Beach, FL

January 14, 2021

City of Eustis
10 North Grove Street
Eustis, Florida 32727

Attention: Mr. Rick Gierok, P.E., Director of Public Works
GierokR@ci.eustis.fl.us

Reference: **Geotechnical Exploration**
Downtown Eustis Parking Garage
NWC of Eustis Street & Clifford Avenue
Eustis, Lake County, Florida
UES Project No. 0130.2000525.0000
UES Report No. 1830391

Dear Mr. Gierok:

Universal Engineering Sciences, LLC (UES) has completed a geotechnical exploration at the above referenced site in Eustis, Florida. The scope of our exploration was planned in conjunction with and authorized by you. This exploration was performed in general accordance with UES Proposal No. 1821459 dated November 25, 2020 and generally accepted soil and foundation engineering practices. No other warranty, express or implied, is made.

The following report presents the results of our field exploration with a geotechnical engineering interpretation of those results with respect to the project characteristics as provided to us. We have included our estimates of the seasonal high groundwater level at the boring locations and geotechnical recommendations for foundation design and site preparation. ***It should be noted that a layer of organic soils (muck) was encountered between the depths of roughly 2½ and 7 feet bls. These unsuitable soils will require complete removal and replacement prior to construction. In addition, a deeper layer of organic soils was encountered between the depths of roughly 30 and 45 feet bls. Depending on final loadings, the use of ground improvement or deep foundations may be necessary.***

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully Submitted,
UNIVERSAL ENGINEERING SCIENCES, LLC
Certificate of Authorization No. 549

Ricardo C. Kiriakidis L., PhD., P.E.
Geotechnical Department Manager

ANDREW S. WILDEROTTER LICENSE NO. 65727 STATE OF FLORIDA REGISTERED PROFESSIONAL ENGINEER

Andrew S. Wilderotter, P.E.
Date: 1/19/21
Geotechnical Project Manager
Florida Registration No. 65727

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1.0 PROJECT DESCRIPTION

We understand that the proposed project will include the construction of a new public parking garage in Downtown Eustis, Florida. We were provided with an aerial photograph and showing the property location and a summary of work. Based on the information provided, the proposed structure will be a three level garage consisting of ground parking with two elevated decks. We have assumed that stormwater will be collected off-site within a master system for the overall development.

Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the opportunity to review the new information in conjunction with our report and revise or modify our engineering recommendations accordingly, as needed.

No site or project facilities/improvements, other than those described herein, should be designed using the soil information presented in this report. Moreover, UES will not be responsible for the performance of any site improvement so designed and constructed.

2.0 PURPOSE

The purposes of this exploration were:

- to explore and evaluate the subsurface conditions at the site with special attention to potential problems that may impact the proposed development,
- to provide our estimates of the seasonal high groundwater level at the boring locations and
- to provide geotechnical engineering recommendations for foundation design and site preparation.

This report presents an evaluation of site conditions on the basis of geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. We would be glad to provide you with a proposal for these services at your request.

Our exploration was not designed to specifically address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. This evaluation requires a more extensive range of field services than those performed in this study. We would be pleased to conduct an exploration to evaluate the probable effect of the regional geology upon the proposed construction, if you so desire.

3.0 SITE DESCRIPTION

The subject site is located within Section 11, Township 19 South, Range 26 East in Lake County, Florida. More specifically, the site is located on the northwestern corner of Eustis Street and Clifford Avenue as shown on the attached Figures A-1 and B-1. At the time of drilling, the site was covered by an old parking lot.

3.1 SOIL SURVEY

There is one (1) native soil type mapped within the site area according to the USDA NRCS Soil Survey of Lake County. A brief summary of the mapped surficial (native) soil type(s) is presented in Table I.

TABLE I
SUMMARY OF PUBLISHED SOIL DATA

Soil Symbol	Soil Type	Hydrologic Group	Drainage Characteristics	Depth of Published Seasonal High GWT (feet)
17	Arents, nearly level	B	Somewhat poorly drained	2½ to 5

3.2 TOPOGRAPHY

According to information obtained from the United States Geologic Survey (USGS) "Eustis, Florida" quadrangle map, the native ground surface elevation across the site area is approximately +65 feet National Geodetic Vertical Datum (NGVD). The site is located approximately 300 feet east of Lake Eustis. Based on the USGS map, Lake Eustis has a normal high water elevation of +63 feet NGVD. A copy of a portion of the USGS Map is included in Appendix A.

4.0 SCOPE OF SERVICES

The services conducted by UES during our geotechnical exploration were as follows:

- Drilled five (5) Standard Penetration Test (SPT) borings within the proposed building area to depths of 40 to 50 feet below existing land surface (bls).
- Secured samples of representative soils encountered in the soil borings for review, laboratory analysis and classification by a Geotechnical Engineer.
- Measured the existing site groundwater levels and provide an estimate of the seasonal high groundwater level at the boring locations.
- Conducted laboratory testing on selected soil samples obtained in the field to determine their engineering properties.
- Assessed the existing soil conditions with respect to the proposed construction.
- Prepared a report which documents the results of our exploration and analysis with geotechnical engineering recommendations.

5.0 FIELD EXPLORATION

The SPT soil borings were performed with a truck mounted drilling rig. Horizontal and vertical survey control was not provided for the test locations prior to our field exploration program. UES located the test borings by using the provided site plan, measuring from existing on-site landmarks shown on an aerial photograph, and by using handheld GPS devices. The indicated

test locations should be considered accurate to the degree of the methodologies used. The approximate boring locations are shown in Appendix B.

The SPT borings, designated B-01 through B-05 on the attached Boring Location Plan in Appendix B, were performed in general accordance with the procedures of ASTM D 1586 "Standard Method for Penetration Test and Split-Barrel Sampling of Soils". SPT sampling was performed continuously to 10 feet to detect variations in the near surface soil profile and on approximate 5 feet centers thereafter.

6.0 LABORATORY TESTING

The soil samples recovered from the test borings were returned to our laboratory and visually classified in general accordance with ASTM D 2487 "Standard Classification of Soils for Engineering Purposes" (Unified Soil Classification System). We selected representative soil samples from the borings for laboratory testing to aid in classifying the soils and to help to evaluate the general engineering characteristics of the site soils. The results of these tests are shown on the boring logs in Appendix B. A summary of the tests performed is shown in Table II.

TABLE II
LABORATORY METHODOLOGIES

Test Performed	Number Performed	Reference
Grain Size Analysis (#200 wash only)	5	ASTM D 1140 "Amount of Material in Soils Finer than the No. 200 (75 - µm) sieve"
Moisture Content	15	ASTM D 2216 "Laboratory Determination of Water (Moisture) Content of Soil by Mass"
Organic Content	11	ASTM D 2974 "Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils"

7.0 SUBSURFACE CONDITIONS

7.1 GENERALIZED SOIL PROFILE

The results of our field exploration and laboratory analysis, together with pertinent information obtained from the SPT borings, such as soil profiles, penetration resistance and groundwater levels are shown on the boring logs included in Appendix B. The Key to Boring Logs, Soil Classification Chart is also included in Appendix B. The soil profiles were prepared from field logs after the recovered soil samples were examined by a Geotechnical Engineer. The stratification lines shown on the boring logs represent the approximate boundaries between soil types, and may not depict exact subsurface soil conditions. The actual soil boundaries may be more transitional than depicted. A generalized profile of the soils encountered at our boring locations is presented in Table III. For detailed soil profiles, please refer to the attached boring logs.

TABLE III
GENERALIZED SOIL PROFILE

Typical Depth (feet, bls)		Soil Description	Range of SPT "N" Values (blows/ft)
From	To		
Surface	2½ to 5	Loose fine sand [SP, SP-SM]	4 to 9
2½ to 5	4½ to 7	Loose to medium dense ***silty fine sand with varying amounts of organics [SM-OL]***. This layer is absent at Boring B-04	4 to 13
4½ to 7	33 to 38	Loose to medium dense fine sand [SP, SP-SM]	6 to 26
33 to 38	38 to 48	Firm ***Peat [PT],*** very loose to loose ***organic silty sand [SM-OL]*** and loose silty-clayey fine sand with traces of organics [SC, SC-SM]	2 to 8
38 to 48	50*	Medium dense to very dense fine sand [SP, SP-SM]	17 to 65

* denotes maximum termination depth of the borings

7.2 NOTABLE FINDINGS

The following notable findings were encountered during our exploration:

- Borings B-04 and B-05 was performed through the existing parking lot. The pavement section consisted of approximately 3 inches of asphalt and 4 to 5 inches of limerock base. No significant amounts of buried debris or deleterious materials were encountered at our boring locations.

- A layer of organic sand [SM-OL] was encountered between the depths of 2 ½ and 7 feet bls at Borings B-01, B-02, B-03 and B-05. Based on laboratory testing, this layer had organic contents ranging from 6 to 21 percent with corresponding moisture contents of 28 to 107 percent. These organic soils are unsuitable for foundation support and will need to be completely removed and replaced as recommended in Section 10.0.

- A deeper layer of organic soils [PT, SM-OL] was encountered between the depths of approximately 33 and 43 feet bls. Depending on final structural loadings, consolidation settlement within this layer may occur if foundation influences extend deep enough. Ground improvement or the use of deep foundations may be necessary if the loadings are higher than assumed in Section 9.1. Additional exploration and lab testing may also be warranted. See Section 9.2 for more detailed foundation analysis.

8.0 GROUNDWATER CONDITIONS

8.1 EXISTING GROUNDWATER LEVEL

We measured the water levels in the boreholes on December 30, 2020 and January 4, 2021 during drilling operations. The groundwater levels at the boring locations ranged from approximately 4 to 4½ feet bls at the time our exploration. The encountered groundwater level at each of the boring locations is shown on the attached boring logs in Appendix B. Fluctuations in groundwater levels should be anticipated throughout the year, primarily due to seasonal variations in rainfall, surface runoff, and other factors that may vary from the time the borings were conducted.

8.2 SEASONAL HIGH GROUNDWATER LEVEL

Based on historical data, the rainy season in Central Florida is between June and October of the year. In order to estimate the seasonal high water level at the boring locations, many factors are examined, including the following:

- Measured groundwater level
- Drainage characteristics of existing soil types
- Current & historical rainfall data
- Natural relief points (such as lakes, rivers, wetlands, etc.)
- Man-made drainage systems (ditches, canals, retention basins, etc.)
- On-site types of vegetation
- Review of available data (soil surveys, USGS maps, etc.)
- Redoximorphic features (mottling, stripping, etc.)

Based on the results of our field exploration and the factors listed above, we estimate that the seasonal high groundwater level at the boring locations should occur roughly 2½ to 3 feet bls. The estimated seasonal high groundwater table at each boring location is shown on the attached boring logs in Appendix B.

It should be noted that the estimated seasonal high water levels provided should be considered accurate to approximately ±½ foot and do not provide any assurance that groundwater levels will not exceed these estimated levels during any given year in the future. Should the impediments to surface water drainage be present, or should rainfall intensity and duration, or total rainfall quantities, exceed the normally anticipated rainfall quantities, groundwater levels might exceed our seasonal high estimates. Further, it should be understood that changes in the surface hydrology and subsurface drainage from on-site and/or off-site improvements could have significant effects on the normal and seasonal high groundwater levels.

9.0 FOUNDATION DESIGN RECOMMENDATIONS

The following recommendations are made based upon a review of the attached soil test data, our understanding of the proposed construction, and experience with similar projects and subsurface conditions. The applicability of geotechnical recommendations is very dependent upon project characteristics such as improvement locations, and grade alterations. UES must review the final site and grading plans to validate all recommendations rendered herein.

Additionally, if subsurface conditions are encountered during construction, which were not encountered in the borings, report those conditions immediately to us for observation and recommendations.

9.1 STRUCTURAL AND GRADING INFORMATION

It is our understanding that the project will include the construction of three-story parking garage in Eustis, FL. Although detailed loading conditions were not provided, we have assumed that the maximum loadings for the proposed building will not exceed 300 kips per column and 15 kips per linear foot for structural walls. We have assumed that the finished floor elevation of the new building will be near existing grade.

Prior to finalizing any design, the structural/grading information outlined above should be confirmed by the project structural/civil engineer. This is crucial to our evaluation and estimates of settlements. If any of this information is incorrect or if you anticipate any changes, please inform UES immediately so that we may review and modify our recommendations as appropriate.

9.2 ANALYSIS

Based on the results of the soil borings, a layer of organic soils was encountered between the depths of 2½ and 7 feet bls. These organic soils are unsuitable for support of the proposed structure and will require complete removal and replacement prior to construction. ***In addition, a deeper layer of organic soils was encountered between the depths of 33 and 43 feet bls. Provided that the maximum loadings do not exceed the values listed in the previous section, the influence zone of the foundations will not extend down to this layer. If the loadings exceed the assumed values, consolidation settlement may occur within this layer and ground improvement (rigid inclusions, vibro-replacement, etc.) or deep foundations would become necessary.***

It is our opinion that these structure can be supported on properly designed and constructed shallow foundation systems using conventional compaction techniques (based on the loadings presented in Section 9.1). ***Provided that the shallow organic soils are completely removed***, and the site preparation recommendations outlined in this report are followed, the parameters outlined in the flowing sections may be used for foundation design. ***Please note that our opinion and recommendations for the support of the structure on shallow foundation systems is only valid for structural loads less than or equal to the loads presented in Section 9.1.***

9.3 BEARING PRESSURE

Provided our suggested site preparation procedures are followed, we recommend designing shallow footing foundations for a **maximum allowable net soil bearing pressure of 3,000 pounds per square foot (psf)**. The allowable net bearing pressure is that pressure that may be transmitted to the soil in excess of the minimum surrounding overburden pressure. The allowable bearing pressure should include dead load plus sustained live load. Per the Florida Building Code (FLBC), the foundations should be designed for the most unfavorable effects due to the combinations of loads specified in the FLBC.

9.4 FOUNDATION SIZE

The minimum width recommended for an isolated column footing is 24 inches. For continuous wall or slab on grade foundations, the minimum footing width should comply with the current FLBC, but under no circumstances should be less than 12 inches. Even though the maximum allowable soil bearing pressure may not be achieved, these width recommendations should control the size of the foundations.

9.5 BEARING DEPTH

The base of all footings should be at least 12 inches below finished grade elevation in accordance with the FLBC. We recommend stormwater and surface water be diverted away from the building exterior, both during and after construction, to reduce the possibility of erosion beneath the exterior footings.

9.6 BEARING MATERIAL

The foundations may bear on either the compacted suitable native soils or compacted structural backfill. The bearing level soils should exhibit a density of at least 95 percent of the maximum dry density as determined by ASTM D 1557 (Modified Proctor) **to a depth of at least 2 feet below foundation level**. In addition to compaction, the bearing soils must exhibit stability and be free of "pumping" conditions.

9.7 SETTLEMENT ESTIMATES

Post-construction settlement of the structure will be influenced by several interrelated factors, such as (1) subsurface stratification and strength/compressibility characteristics of the bearing soils to a depth of approximately twice the width of the footing; (2) footing size, bearing level, applied loads, and resulting bearing pressures beneath the foundation; (3) site preparation and earthwork construction techniques used by the contractor, and (4) external factors, including but not limited to vibration from offsite sources and groundwater fluctuations beyond those normally anticipated for the naturally-occurring site and soil conditions which are present.

Our settlement estimates for the structure are based upon adherence to our recommended site preparation procedures presented in this report. Any deviation from these recommendations could result in an increase in the estimated post-construction settlement of the structures. Furthermore, should building loads change from those assumed by us, greater settlements may be expected.

Due to the sandy nature of the surficial soils, following the compaction operations we expect the majority of settlement to be elastic in nature and occur relatively quickly, on application of the loads, during and immediately following construction. Using the recommended maximum allowable bearing pressure, the assumed maximum structural loads, and the field and laboratory test data which we have correlated into the strength and compressibility characteristics of the subsurface soils, **we estimate the total vertical settlement of the proposed structures to be on the order of 1½ inch or less.**

Differential settlement results from differences in applied bearing pressures and the variations in the compressibility characteristics of the subsurface soils. Assuming our site preparation recommendations are followed, **we anticipate post-construction differential settlement of less than ¾ inch.**

9.8 FLOOR SLABS

Conventional floor slabs may be supported upon the compacted fill and should be structurally isolated from other foundation elements or adequately reinforced to prevent distress due to differential movements. For the slab design, we recommend using a subgrade modulus (k) of 100 pounds per cubic inch, which can be achieved by compacting the subgrade soils as recommended in this report. We recommend using a sheet vapor barrier (in accordance with Florida Building Code requirements) beneath the building slab-on-grade to help control moisture migration through the slab.

10.0 SITE PREPARATION

We recommend normal, good practice site preparation procedures for the new construction areas. These procedures include: ***complete removal of organic soils (de-mucking),*** stripping/clearing of the site to remove existing improvements, vegetation, roots, organic topsoils, debris, etc. Following stripping, the exposed subgrade soils should be proof-rolled, and all subgrade and subsequent fill/backfill soils should be properly densified. A more detailed description of this work is presented in this section.

1. Prior to construction, existing underground utility lines and other below grade structures within the construction area should be located. Provisions should be made to relocate interfering utilities to appropriate locations. It should be noted that if underground improvements are not properly removed or plugged, they may serve as conduits for subsurface erosion which may lead to excessive settlement of overlying structures.

Removal of Organic Soils

2. ***As mentioned previously, organic soils were encountered between the depths of roughly 2½ and 7 feet bls. Prior to de-mucking, the groundwater table will need to be lowered to a depth of at least 2 feet below bottom of the deepest anticipated excavation to facilitate demucking in a dry manner. Dewatering should continue until the de-mucking and backfilling operations have been completed.***

3. Excavate the organic soils from beneath the improvement areas including a margin of at least 5 feet beyond construction lines. ***It is imperative that a representative of UES be on-site full-time during de-mucking and backfilling operations in order to ensure complete removal of the organic soil and proper backfilling. Failure to properly remove the organic soils and backfill as recommended may lead to excessive settlement distress within the proposed improvements over their useful life.***

   In order to ensure complete removal of the organic soils and to aid in backfilling and compaction efforts, temporary de-watering will be required. De-mucking operations must be performed in a dry manner.

4. After approval of the excavated surfaces, backfill to surrounding grade. All backfill should consist of clean sand with less than 12 percent soil fines and be free of organics, debris and other deleterious materials. Fill soils containing between 5 and 12 percent fines may require strict moisture control. Place fill in maximum 12-inch loose, uniform lifts and compact each lift at least 95 percent of the Modified Proctor maximum dry density.

Remainder of Site Following De-Mucking

5. Strip the proposed construction limits of vegetation, topsoil, existing improvements, roots, debris and other deleterious materials within and 5 feet beyond the perimeter of the new construction areas. Expect clearing and grubbing to depths of 6 to 12 inches. Deeper grubbing/undercutting may be necessary within previously developed areas. We strongly recommend that the stripped/excavated surfaces be observed and probed by representatives of UES.

6. Proof-roll the exposed subsurface soils under the observation of UES, to locate any soft areas of unsuitable soils, and to increase the density of the shallow loose fine sand soils. If deemed necessary by UES, in areas that continue to "yield", remove any deleterious materials and replace with a clean, compacted sand backfill.

7. Place fill as necessary. All fill should consist of clean sand with less than 12 percent soil fines and be free of organics, debris and other deleterious materials. Fill soils containing between 5 and 12 percent fines may require strict moisture control. Place fill in maximum 12-inch loose, uniform lifts and compact each lift at least 95 percent of the Modified Proctor maximum dry density.

8. Within the at-grade (or below grade) foundation areas, subgrade compaction of at least 95 percent of the Modified Proctor should be achieved to a depth of at least 2 feet below bottom of foundation/slab levels.

9. Test the subgrade and each lift of fill for compaction at a frequency of not less than one test per 2,500 square feet in the building areas, with a minimum of 4 tests.

10. Prior to the placement of reinforcing steel and concrete, verify compaction within the footing trenches to a depth of 2 feet. We recommend testing every column footing and at least one test every 100 feet of wall footing, with a minimum of 4 tests per building. Re-compaction of the foundation excavation bearing level soils, if loosened by the excavation process, can typically be achieved by making several passes with a walk-behind vibratory sled or jumping jack.

Stability of the compacted soils is essential and independent of compaction and density control. If the near surface soils or the structural fill experience “pumping” conditions, terminate all earthwork activities in that area. Pumping conditions occur when there is too much water present in the soil-water matrix. Earthwork activities are actually attempting to compact the water and not the soil. The disturbed soils should be dried in place by scarification and aeration prior to any additional earthwork activities.

Vibrations produced during vibratory compaction operations at the site may be significantly noticeable within 100 feet and may cause distress to adjacent structures if not properly regulated. Provisions should be made to monitor these vibrations so that any necessary modifications in the compaction operations can be made in the field before potential damages occur. UES can provide vibration monitoring services to help document and evaluate the effects of the surface compaction operation on existing structures. It is recommended that large vibratory rollers remain a minimum of 50 feet from existing structures. Within this zone, the use of a static roller or small hand guided plate compactors is recommended.

11.0 DEWATERING AND EXCAVATION CONSIDERATIONS

Based on the groundwater level conditions encountered, some dewatering will be required for the successful construction of this project. Where excavations will extend only a few feet below the groundwater table, a sump pump may be sufficient to control the groundwater table. Deeper excavations may require well points and/or sock drains to control the groundwater table. Regardless of the method(s) used, we recommend drawing down the water level at least 2 feet below the bottom of the excavation. The actual method(s) of dewatering should be determined by the contractor. The design and discharge of the dewatering system must be performed in accordance with applicable regulatory criteria (i.e. water management district, etc.) and compliance with such criteria is the sole responsibility of the contractor.

Excavations should be sloped as necessary to prevent slope failure and to allow backfilling. As a minimum, temporary excavations below 4-foot depth should be sloped in accordance with OSHA regulations. Where lateral confinement will not permit slopes to be laid back, the excavation should be shored in accordance with OSHA requirements. During excavation, excavated material should not be stockpiled at the top of the slope within a horizontal distance equal to the excavation depth. Provisions for maintaining workman safety within excavations is the sole responsibility of the contractor.

12.0 CONSTRUCTION RELATED SERVICES

We recommend the owner retain UES to provide inspection services during the site preparation procedures for confirmation of the adequacy of the earthwork operations. Field tests and observations include verification of foundation and pavement subgrades by monitoring earthwork operations and performing quality assurance tests of the placement of compacted structural fill courses.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address site problems or construction changes, which may arise during construction, in a timely and cost-effective manner.

13.0 LIMITATIONS

This report has been prepared for the exclusive use of ***City of Eustis*** and other designated members of their design/construction team associated with the proposed construction for the specific project discussed in this report. No other site or project facilities should be designed using the soil information contained in this report. As such, UES will not be responsible for the performance of any other site improvement designed using the data in this report.

This report should not be relied upon for final design recommendations or professional opinions by unauthorized third parties without the expressed written consent of UES. Unauthorized third parties that rely upon the information contained herein without the expressed written consent of UES assume all risk and liability for such reliance.

The recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated on the Boring Location Plan and from other information as referenced. This report does not reflect any variations which may occur between

the boring locations. The nature and extent of such variations may not become evident until the course of construction. If variations become evident, it will then be necessary for a re-evaluation of the recommendations of this report after performing on-site observations during the construction period and noting the characteristics of the variations.

Borings for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, UES does not recommend relying on our boring information for estimation of material quantities unless our contracted services ***specifically*** include sufficient exploration for such purpose(s) and within the report we so state that the level of exploration provided should be sufficient to detect anomalous conditions or estimate such quantities. Therefore, UES will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended.

All users of this report are cautioned that there was no requirement for UES to attempt to locate any man-made buried objects or identify any other potentially hazardous conditions that may exist at the site during the course of this exploration. Therefore, no attempt was made by UES to locate or identify such concerns. UES cannot be responsible for any buried man-made objects or environmental hazards which may be subsequently encountered during construction that are not discussed within the text of this report. We can provide this service if requested.

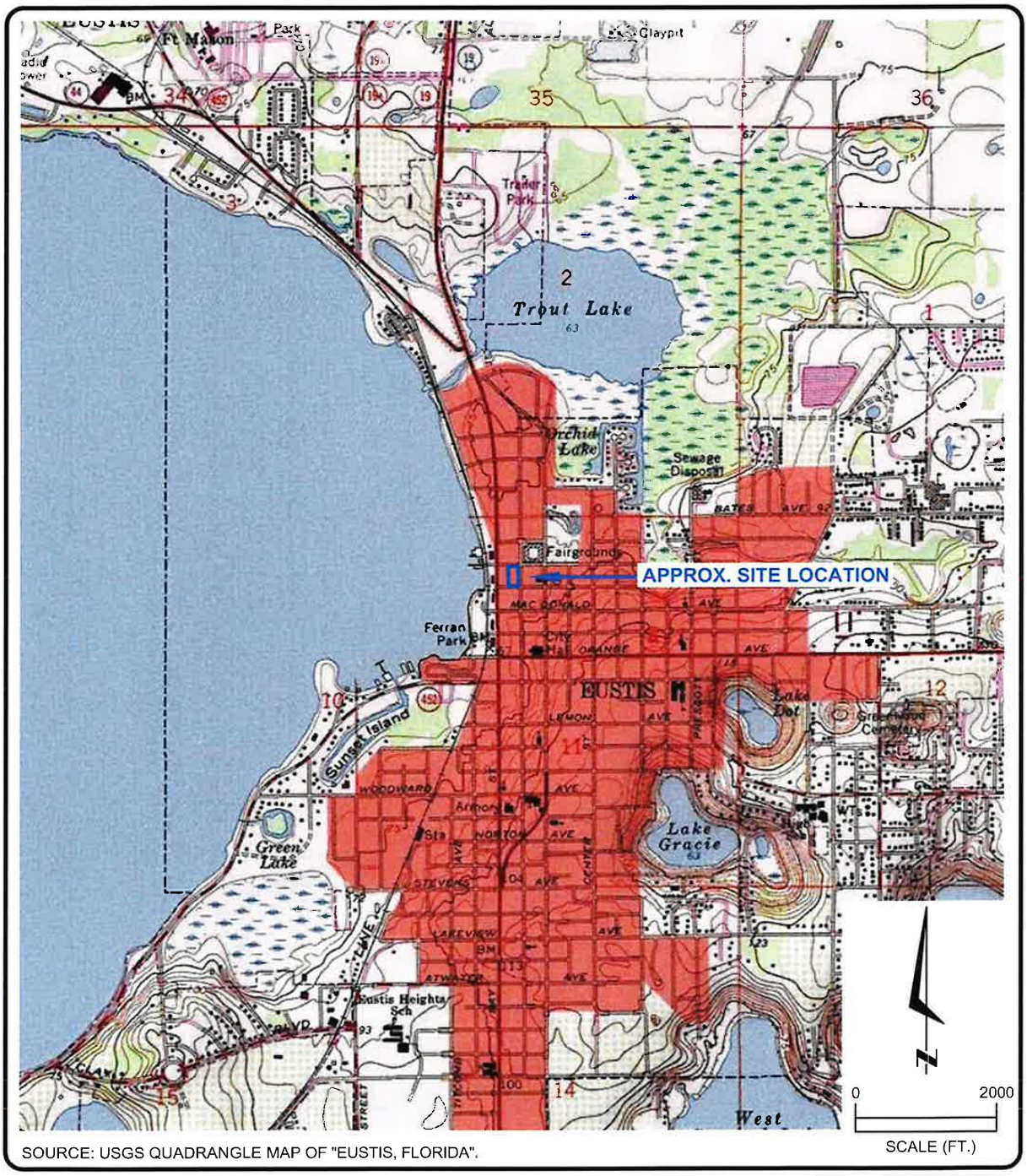
During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. A Geotechnical Business Council (GBC) publication, "Important Information About This Geotechnical Engineering Report" appears in Appendix C, and will help explain the nature of geotechnical issues.

Further, we present documents in Appendix C: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

*** * * * * * * * ***

APPENDIX A

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SOURCE: USGS QUADRANGLE MAP OF "EUSTIS, FLORIDA".

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GEOTECHNICAL EXPLORATION
DOWNTOWN EUSTIS PARKING GARAGE
NWC OF EUSTIS STREET & CLIFFORD AVENUE
EUSTIS, LAKE COUNTY, FLORIDA

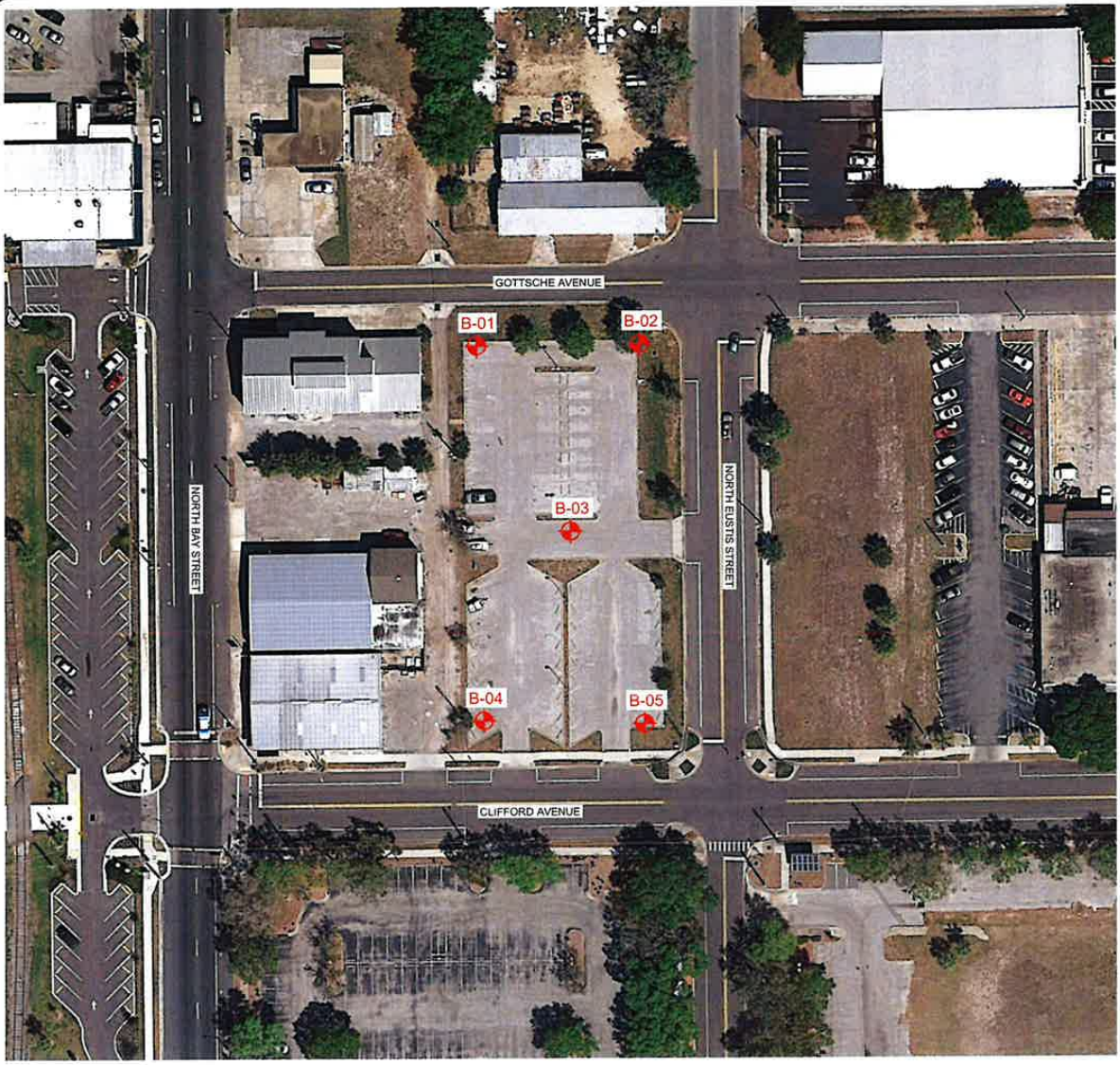
USGS TOPOGRAPHIC MAP

DRAWN BY:	N.F.	**DATE:**	1 - 7 - 21	**CHECKED BY:**	A.S.W.	**DATE:**	1 - 13 - 21
SCALE:	AS SHOWN	**PROJECT NO:**	0130.2000525.0000	**REPORT NO:**	1830391	**PAGE NO:**	A-1

21-0009-01

APPENDIX B

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LEGEND

APPROX. STANDARD PENETRATION TEST BORING LOCATION (SPT) PERFORMED 12/30/2020 - 1/4/2021

0 100

SCALE (FT.)

N

THIS DRAWING CREATED USING PLAN PROVIDED BY CLIENT.

UNIVERSAL ENGINEERING SCIENCES

21-0009-01

GEOTECHNICAL EXPLORATION
DOWNTOWN EUSTIS PARKING GARAGE
NWC OF EUSTIS STREET & CLIFFORD AVENUE
EUSTIS, LAKE COUNTY, FLORIDA

BORING LOCATION PLAN

DRAWN BY:	N.F.	**DATE:**	1 - 7 - 21	**CHECKED BY:**	A.S.W.	**DATE:**	1 - 13 - 21
SCALE:	AS SHOWN	**PROJECT NO:**	0130.2000525.0000	**REPORT NO:**	1830391	**PAGE NO:**	B-1

UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0130.2000525.0000
REPORT NO.:	1830391
PAGE:	B-2.1

PROJECT: GEOTECHNICAL EXPLORATION
DOWNTOWN EUSTIS PARKING GARAGE
EUSTIS, LAKE COUNTY, FLORIDA

CLIENT: CITY OF EUSTIS

LOCATION: SEE BORING LOCATION PLAN

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT SURVEYED

BORING I.D.: **B-01** SHEET: **1 of 1**
SECTION: 11 TOWNSHIP: 19 RANGE: 26

G.S. ELEVATION (ft): N.S. DATE STARTED: 1/4/21
WATER TABLE (ft): 4.5 DATE FINISHED: 1/4/21
DATE OF READING: 1/4/2021 DRILLED BY: ORL - DW/DM
EST. SHGWT (ft): 3 TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	K (FT/ DAY)	ORG. CONT. (%)
0				▽		Grey brown fine SAND [SP]						
				▼		-- dark grey brown						
						-- light grey						
5						Medium dense very dark brown silty fine SAND with organics [SM-OL]		28				6
		5-5-8	13			Medium dense dark brown fine SAND with silt [SP-SM]						
		5-10-10	20			-- loose, brown						
10		3-3-4	7									
15		2-3-3	6				6	21				
20		6-8-8	16			-- medium dense						
25		6-7-6	13									
30		13-13-13	26			-- mix tan brown						
35		1-1-1	2			Very loose very dark brown silty fine SAND with organics [SM-OL]		79				8
40		1-2-6	8			Loose grey brown clayey fine SAND [SC]						
45		10-11-13	24			Medium dense grey brown fine SAND with silt [SP-SM]						
50		6-9-9	18			BORING TERMINATED AT 50.0 FEET						

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UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0130.2000525.0000
REPORT NO.:	1830391
PAGE:	B-2.2

PROJECT: GEOTECHNICAL EXPLORATION
DOWNTOWN EUSTIS PARKING GARAGE
EUSTIS, LAKE COUNTY, FLORIDA

CLIENT: CITY OF EUSTIS

LOCATION: SEE BORING LOCATION PLAN

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT SURVEYED

BORING I.D.: **B-02** SHEET: **1 of 1**
SECTION: 11 TOWNSHIP: 19 RANGE: 26

G.S. ELEVATION (ft): N.S. DATE STARTED: 1/4/21
WATER TABLE (ft): 4 DATE FINISHED: 1/4/21
DATE OF READING: 1/4/2021 DRILLED BY: ORL - DW/DM
EST. SHGWT (ft): 2.5 TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	K (FT/ DAY)	ORG. CONT. (%)
0				▽		Grey brown fine SAND [SP]						
				▼		Very dark brown ORGANIC silty fine SAND [SM-OL]		96				15
5								90				21
		4-5-6	11			Medium dense brown fine SAND with silt [SP-SM]						
		7-9-14	23									
		3-3-3	6			-- loose						
10												
15		3-4-4	8									
		4-5-6	11			-- medium dense, dark brown						
20												
		4-3-4	7			-- loose	6	23				
25												
		3-4-3	7			-- tan brown						
30												
		2-2-3	5			Firm very dark brown PEAT [PT]		112				36
35												
		9-9-9	18			Medium dense grey brown fine SAND [SP]						
40												
45		8-8-9	17									
		10-16-16	32			-- dense						
50						BORING TERMINATED AT 50.0 FEET						

W-11443.GPJ

UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0130.2000525.0000
REPORT NO.:	1830391
PAGE:	B-2.3

PROJECT: GEOTECHNICAL EXPLORATION
DOWNTOWN EUSTIS PARKING GARAGE
EUSTIS, LAKE COUNTY, FLORIDA

BORING I.D.: **B-03** SHEET: **1 of 1**
SECTION: 11 TOWNSHIP: 19 RANGE: 26

CLIENT: CITY OF EUSTIS

LOCATION: SEE BORING LOCATION PLAN

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT SURVEYED

G.S. ELEVATION (ft): N.S.
WATER TABLE (ft): 4
DATE OF READING: 1/4/2021
EST. SHGWT (ft): 2.5

DATE STARTED: 1/4/21
DATE FINISHED: 1/4/21
DRILLED BY: ORL - DW/DM
TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	K (FT/ DAY)	ORG. CONT. (%)
0				▽		Brown fine SAND [SP]						
				▼		Very dark brown ORGANIC silty fine SAND [SM-OL]		46				11
5		3-4-4	8			Loose very dark brown fine SAND with silt [SP-SM]						
		7-11-10	21			-- medium dense, brown						
		4-3-4	7			-- loose						
10												
		3-4-3	7									
15												
		4-6-6	12			-- medium dense, dark brown						
20												
		6-7-11	18									
25												
		9-12-14	26			-- grey brown						
30												
		2-3-4	7			Firm very dark brown PEAT [PT]		179				39
35												
		2-2-3	5			Loose grey brown fine SAND with silt [SP-SM]						
40												
		12-15-19	34			-- dense, brown	6	16				
45												
		10-11-10	21			-- medium dense						
50						BORING TERMINATED AT 50.0 FEET						

W-11443.GPJ

UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0130.2000525.0000
REPORT NO.:	1830391
PAGE:	B-2.4

PROJECT: GEOTECHNICAL EXPLORATION
DOWNTOWN EUSTIS PARKING GARAGE
EUSTIS, LAKE COUNTY, FLORIDA

CLIENT: CITY OF EUSTIS

LOCATION: SEE BORING LOCATION PLAN

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT SURVEYED

BORING I.D.: **B-04** SHEET: **1 of 1**
SECTION: 11 TOWNSHIP: 19 RANGE: 26

G.S. ELEVATION (ft): N.S. DATE STARTED: 12/30/20
WATER TABLE (ft): 4.5 DATE FINISHED: 12/30/20
DATE OF READING: 12/30/2020 DRILLED BY: ORL - DW/CM
EST. SHGWT (ft): 3 TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	K (FT/ DAY)	ORG. CONT. (%)
0						3" ASPHALT, 4" LIMEROCK BASE						
		6-5-4	9			Loose dark red brown grey fine SAND [SP]						
		4-4-4	8	▽		-- light grey brown	2	20				
5		2-2-3	5	▼								
		2-5-7	12			Medium dense grey brown fine SAND with silt [SP-SM]						
		11-9-9	18			-- very dark red brown						
		6-8-10	18			Medium dense brown fine SAND [SP]						
10						-- dark red brown						
15		8-10-13	23									
20		6-7-11	18									
25		9-13-10	23									
		10-10-15	25			Medium dense red brown fine SAND with silt [SP-SM]						
30												
35		13-5-5	10			-- loose						
		6-5-3	8			Loose very dark brown ORGANIC silty fine SAND [SM-OL]		89				10
40						BORING TERMINATED AT 40.0 FEET						
45												
50												

W-11443.GPJ

UNIVERSAL ENGINEERING SCIENCES
BORING LOG

PROJECT NO.:	0130.2000525.0000
REPORT NO.:	1830391
PAGE:	B-2.5

PROJECT: GEOTECHNICAL EXPLORATION
DOWNTOWN EUSTIS PARKING GARAGE
EUSTIS, LAKE COUNTY, FLORIDA

CLIENT: CITY OF EUSTIS

LOCATION: SEE BORING LOCATION PLAN

REMARKS: SHGWT = SEASONAL HIGH GROUNDWATER TABLE, N.S. = NOT SURVEYED

BORING I.D.: **B-05** SHEET: **1 of 1**
SECTION: 11 TOWNSHIP: 19 RANGE: 26

G.S. ELEVATION (ft): N.S. DATE STARTED: 12/30/20
WATER TABLE (ft): 4 DATE FINISHED: 12/30/20
DATE OF READING: 12/30/2020 DRILLED BY: ORL - DW/CM
EST. SHGWT (ft): 2.5 TYPE OF SAMPLING: ASTM D 1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N BLOWS / FT	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	K (FT/ DAY)	ORG. CONT. (%)
0						3" ASPHALT, 5" LIMEROCK BASE						
						Loose very light brown grey fine SAND [SP]						
		5-4-3	7	▽				107				18
		3-2-2	4	▼		Loose very light grey brown silty fine SAND with organics [SM-OL]						
5		3-4-3	7			Loose dark grey brown fine SAND [SP]						
		4-5-6	11			-- medium dense						
		10-9-9	18			-- reddish brown						
		5-9-10	19									
10												
15		6-7-8	15			Medium dense very dark red brown fine SAND with silt [SP-SM]						
20		9-10-9	19			-- dark red brown						
25		5-6-7	13			-- red brown						
30		7-9-13	22			-- brown						
35		8-6-1	7			-- loose, grey brown						
40		1-2-1	3			Very loose dark brown silty fine SAND with organics [SM-OL]		95				7
45		1-2-2	4			Loose dark grey brown silty clayey fine SAND, trace organics [SC-SM]	38	46				3
						Very dense very light grey brown fine SAND [SP]						
50		19-28-37	65									
						BORING TERMINATED AT 50.0 FEET						

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KEY TO BORING LOGS

SYMBOLS AND ABBREVIATIONS

SYMBOL	DESCRIPTION
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample from Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)
NE	Not Encountered
GNE	Groundwater Not Encountered
BT	Boring Terminated
-200 (%)	Fines Content or % Passing No. 200 Sieve
MC (%)	Moisture Content
LL	Liquid Limit (Atterberg Limits Test)
PI	Plasticity Index (Atterberg Limits Test)
NP	Non-Plastic (Atterberg Limits Test)
K	Coefficient of Permeability
Org. Cont.	Organic Content
G.S. Elevation	Ground Surface Elevation

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE GRAINED SOILS More than 50% retained on the No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Poorly graded sands and gravelly sands, little or no fines
		SANDS with 12% or more passing No. 200 sieve	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SIOLS 50% or more passes the No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts
			CH	Inorganic clays or clays of high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

*Based on the material passing the 3-inch (75 mm) sieve
** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

RELATIVE DENSITY
(Sands and Gravels)
Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

CONSISTENCY
(Silts and Clays)
Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Firm – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

RELATIVE HARDNESS
(Limestone)
Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

MODIFIERS

These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample
Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample
Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample
Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

APPENDIX C

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Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.



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CONSTRAINTS & RESTRICTIONS

The intent of this document is to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

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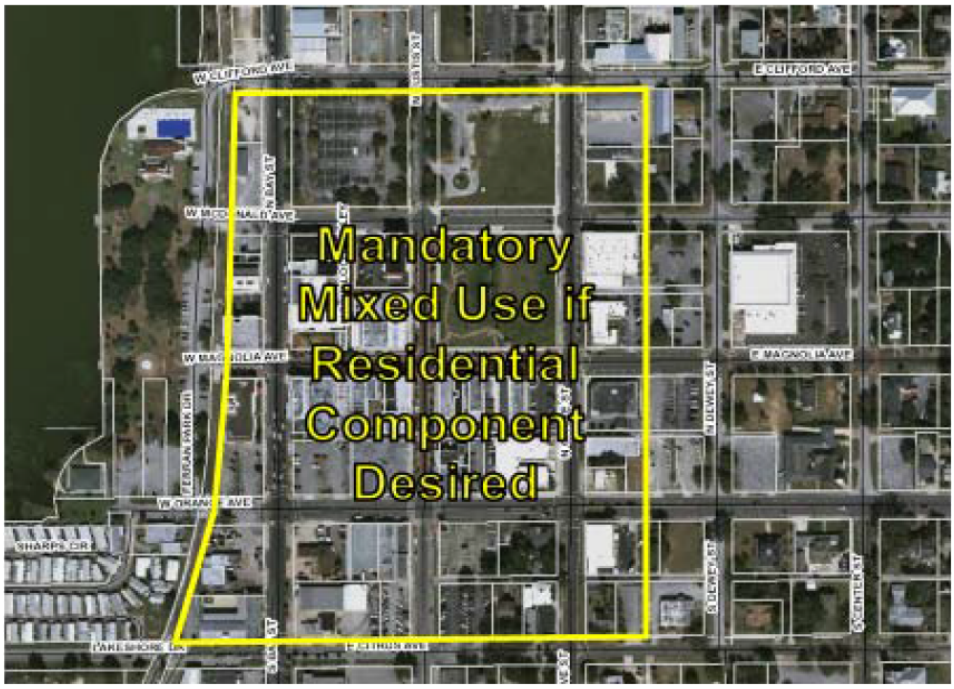
Sec. 115-6.2. - Central business district/urban center design district.

(a) *Building heights* .

(1) Within the central business district and urban center design district area, buildings shall a minimum of two stories (or provide the visual appearance of a two story building), regardless of lot typology provisions for minimum building height.

(2) Buildings are adjacent to Lake Eustis, may not exceed three stories. One additional story for every 100 feet from the lake shall be permitted.

(b) *Mixed-use buildings required* . In the central business district area identified with the yellow highlight below, residential uses are limited to the upper floors of buildings above ground-level commercial and office uses.



(c) *Building design* . In the central business district, buildings shall be designed consistent with the following Building Design Standards:

The following standards and review process shall be applicable to the central business district.

(1) *Street-wall alignment* . Building facades of new buildings shall have a maximum setback of five feet. On corner lots, new construction shall be build out to both sidewalks or to the maximum allowable setback. Exceptions can be granted in the design review process, on a case-by-case basis depending on the intended use and architectural design of the building.

(2) *Infill buildings* . Building construction shall extend the full width of the lot. Gaps between new construction and existing buildings shall be avoided unless meeting the ten feet required by code.

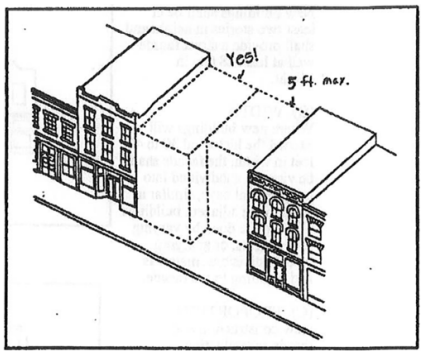
(3) Where the property owner has several vacant adjacent lots, the infill building should be built adjacent to an existing structure or on the corner lot.

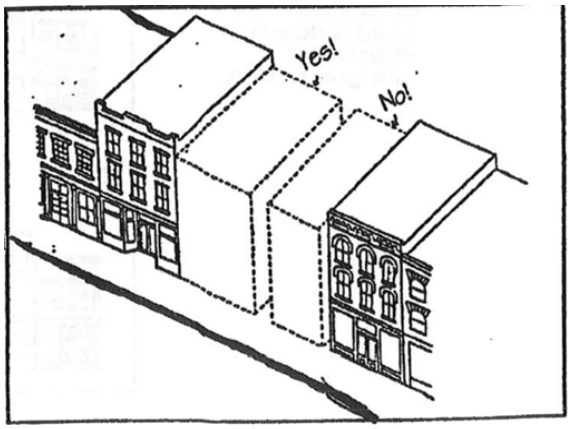
(4) *Form and proportion* . New construction shall have massing and configuration similar to buildings in the traditional center of the district (Magnolia Avenue between Grove and Bay Streets.) Factors which effect a building's mass are height, width and roof lines.

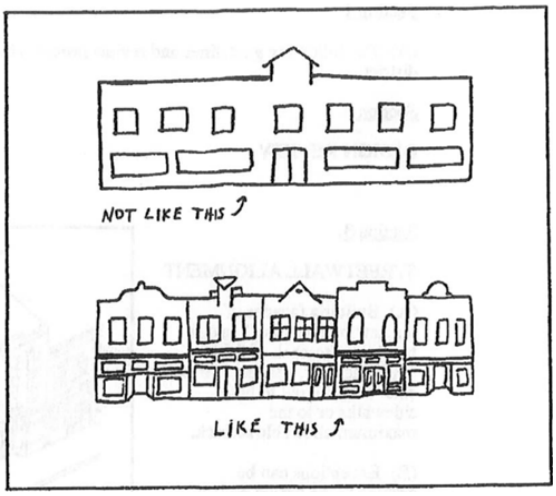
a. *Height* . New buildings shall be at least 2 stories in height and shall provide a street facade wall at least 28 feet in height.

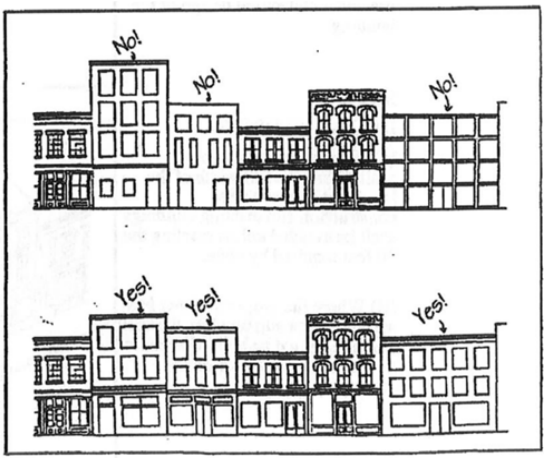
b. *Width* . Where new buildings will exceed the historical 30 to 40 feet in width, the facade shall be visually subdivided into proportional bays, similar in scale to the adjacent buildings. This can be done by varying roof heights, or applying vertical divisions, materials and detailing to the facade.

c. *Proportion* . New construction and facade rehabilitation shall maintain horizontal and vertical spacing of elements similar to other buildings on the block.

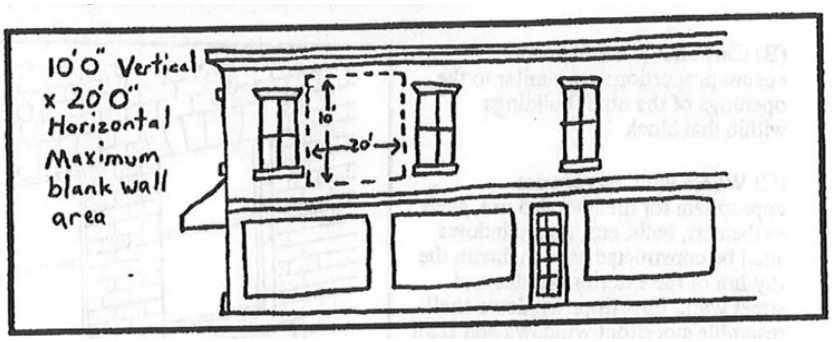








(5) *Detail features* . The design elements in the following standards shall be integral parts of the building's exterior facade and shall be integrated into the buildings overall architectural style. These elements shall not consist solely of applied graphics or paint and shall apply to all facades visible from the public right-of-way. Blank wall areas shall not exceed 10 feet in vertical direction nor 20 feet in horizontal direction of any facade. Control and expansion joints within this area shall constitute blank wall area unless used as a decorative pattern and spaced at intervals of six feet or less. Relief and reveal work depth must be a minimum of one-half inch.



Building facades shall include a repeating pattern and shall include no less than three of the design elements listed below. At least one of these elements shall repeat horizontally. All design elements shall repeat at intervals of no more than 30 feet either horizontally or vertically.

a. Color change;

b. Texture change;

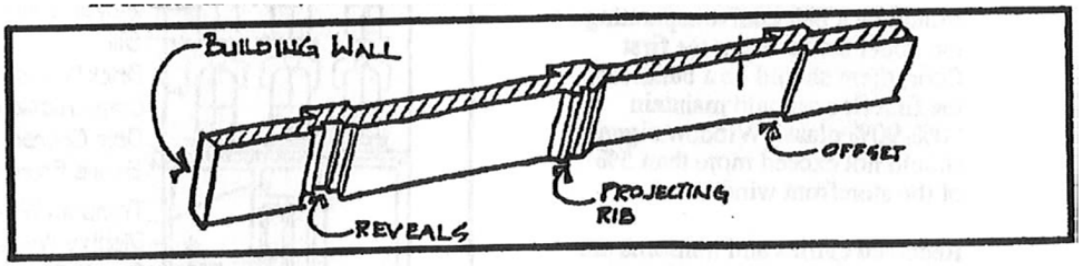
c. Material module change;

d. Expression of architectural or structural bays, through a change in plane of no less than 12 inches in width, such as a reveal, an offset, or a projecting rib.

e. Architectural banding.

f. Building setbacks or projections, a minimum of three feet in width on upper level(s) or,

g. Pattern change.



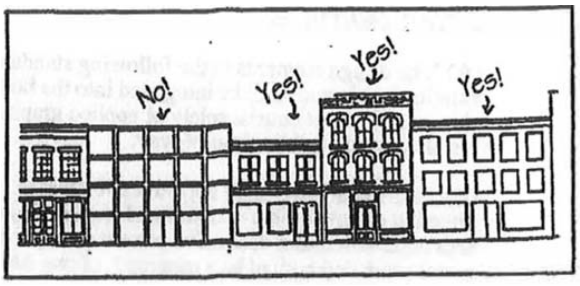
(6) *Windows* .

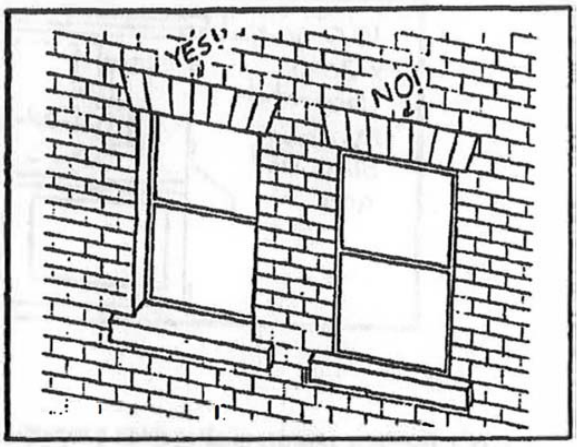
a. *Upper story* . The openings above the first floor shall appear as "punched" openings within a solid wall, rather than as windows separated only by their frames or curtain wall as in the storefront. A solid wall must appear to be the structural element. For wood-frame construction, cornice and sill is an acceptable alternative; three inch minimum projection.

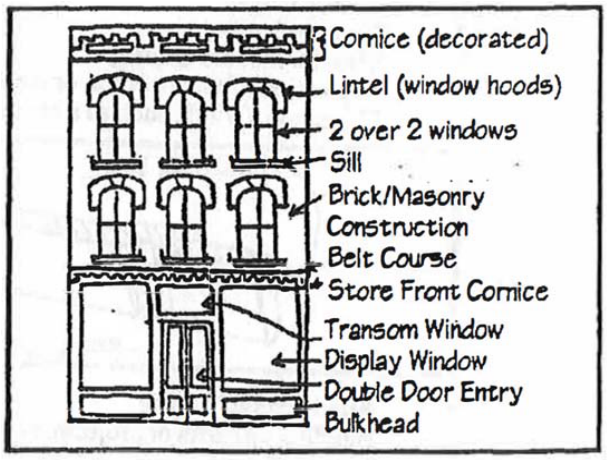
b. Care should be taken to ensure proportions are similar to the openings of the other buildings within that block.

c. Where windows are not appropriate for the intended use, such as theaters, halls, etc., faux windows shall be constructed as to maintain the rhythm of the exterior facades and street wall. First floor windows shall resemble storefront windows and shall retain the 80 percent coverage required. The interior backdrop shall be two to three feet back allowing for use as a display window for products, murals, etc. Second, third and fourth floor windows shall be made to resemble the existing window designs and rhythm in the surrounding historic building stock.

d. *Storefront configurations* . New and existing storefronts shall include the basic features of a historic storefront. There should be a belt course separating the upper stories from the first floor; there should be a bulkhead; the first floor should maintain should not exceed more than five percent of the storefront window area. Recessed entries and transoms are encouraged as historical elements.

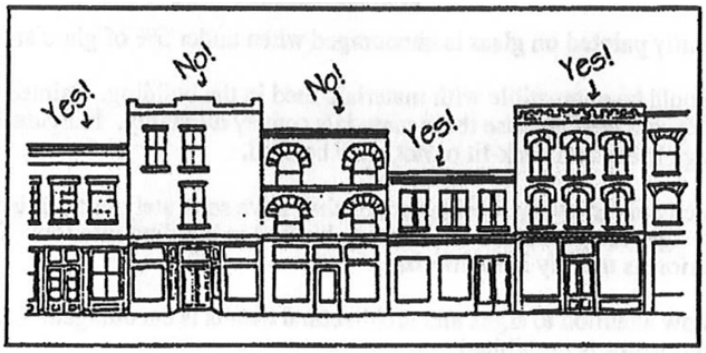


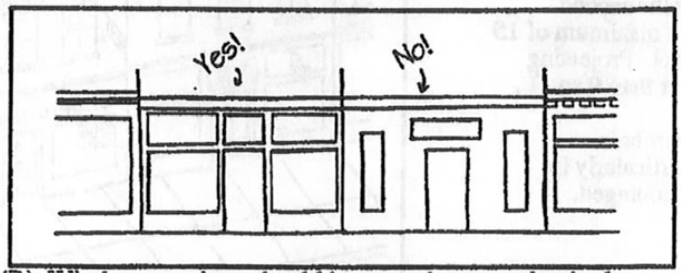




Store Front Cornice Transom Window Display Window Double Door Entry

(7) *Window and door openings* . Storefront components shall be designed to be consistent with existing historical storefront designs. The storefront shall contain a 80—90 percent glass area. Wood is strongly recommended for windows, doors and frames. Metal windows and doors finished in baked enamel are permitted. Unfinished metal or raw aluminum windows and doors should be avoided. Flush or snap-in muntins in windows should be avoided. Window openings should be spaced as to maintain the surrounding rhythm of the downtown facades.





(8) *Signs* .

a. Wall signs shall not exceed the height of the building cornice. On street facades signs and display ads shall not exceed ten percent of each main floor facade area. Wall signs should be flush-mounted or painted directly upon the flat surface of the building.

b. Wall signs shall be placed in traditional locations in order to fit within architectural features, for example:

- Above transoms
- On cornice fascia boards
- Below cornices

c. Brackets for projecting signs shall be located under the second floor window sills or a maximum of 15 feet from the street level. Projecting signs shall be no larger than nine square feet.

d. The use of sign symbols, logos, and cut-outs, particularly in projecting signs, is encouraged.

e. Signage permanently painted on glass is encouraged when under five percent of glass area.

f. Sign materials should be compatible with materials used in the building. Painted wood and metal are particularly encouraged because these materials convey durability. Individual letters, affixed directly to a sign frieze and back-lit or not, may be used.

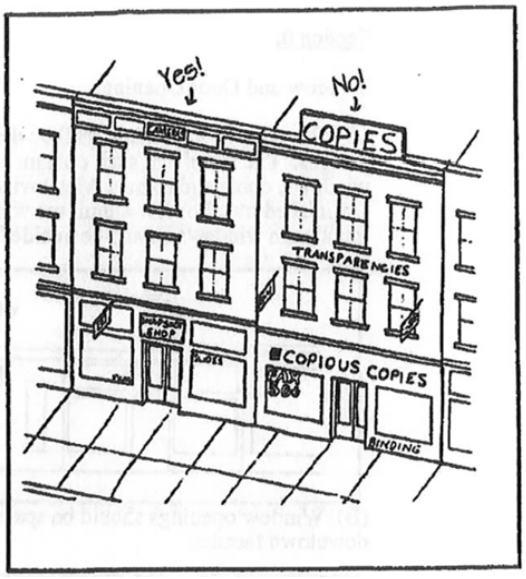
g. Signs shall be directly or indirectly illuminated, or shall have separately back-lit letters. Internally illuminated signs are prohibited. Neon may be used in building interiors. The use of neon on building exteriors is usually inappropriate.

h. Spot lighting to draw attention to signs and architectural details is encouraged. Light spillage on adjacent properties is prohibited.

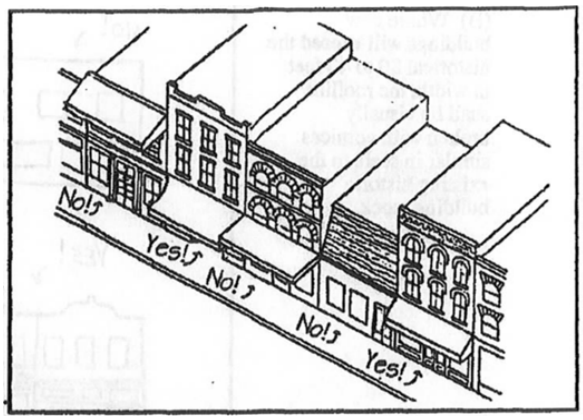
i. Sign designs based upon designs in use earlier than the architectural style of the building are discouraged. Signs should be in the same style as the building.

j. The use of the following, are prohibited in the central business district:

- Internally lit and/or plastic awnings, with or without signs
- Internally lit signs
- Flashing signs
- Pedestal signs and pole mounted signs
- Ground mounted signs
- Mass-produced blow molded plastic signs
- Portable trailer signs
- Historically incompatible canopies, awnings, and imitation mansard roofs made of metal, rough-sawn wood, plastic, shakes, or asphalt roofing.

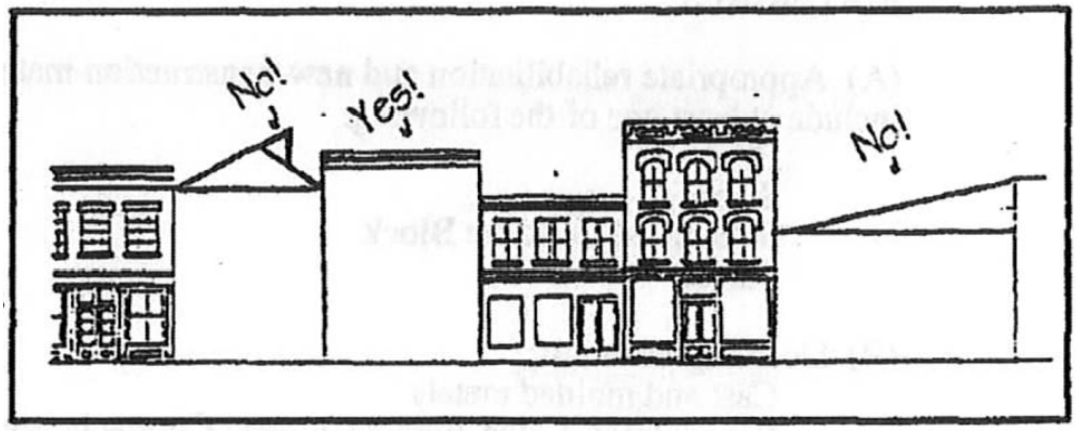


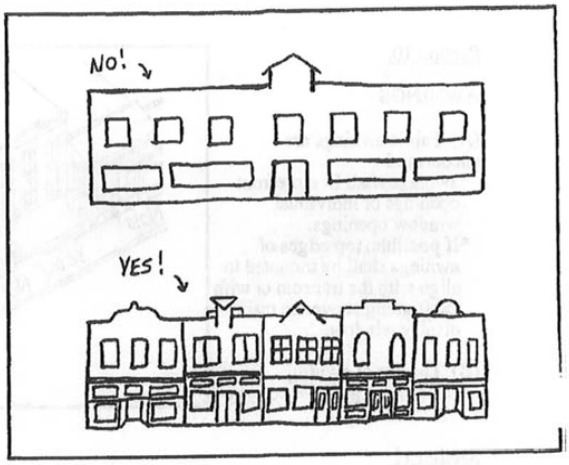
(9) *Awnings* . Fabric awnings are encouraged. If possible, awnings shall fit storefront openings or individual window openings. Top edges of awnings shall be mounted to align with the transom or with the framing above the main display window. The use of awning valances for signs is encouraged.



(10) *Roof forms* .

a. Roof lines of new construction shall be similar to those in adjacent buildings. Exotic roof shapes tend to disrupt the rhythm of the streetscape and must be avoided. Gable roof shapes are acceptable if parapet walls hide the end wall and water drainage is contained within the property. When original rooflines have been altered inappropriately, it is preferable to restore the original shape if feasible.





b. Where new buildings will exceed the historical 30 to 40 feet in width, the roofline shall be visually broken with cornices similar in scale to the existing historic building stock.

(11) *Materials* .

a. Appropriate rehabilitation and new construction materials for all exposed surfaces shall include at least one of the following:

Brick

Stone

Split-faced concrete block

Stucco

b. Detailing materials:

Cast and molded metals

Wood (treated pine, mahogany, and Cyprus is best for exterior applications)

Fiberglass replications

Gypsum detailing

Structural glass when replicating a pre-1940 storefront design

Architecturally detailed exterior insulation finish system (commonly known as Dryvit)

c. The following materials are prohibited for visible surfaces:

Wood, vinyl or aluminum siding

Wood, asphalt or fiberglass shingles

Structural ribbed metal panels Corrugated metal panels

Plywood sheathing

Plastic sheathing

Structural glass, unless used to replicate a pre-1940 storefront design

Reflective or moderate to high grade tinted glass

d. Appropriate colors for exterior materials are colors found in natural materials such as browns, grays, deep reds and deep greens.

(12) *Parking structure standards* . Wherever practical, structured parking facilities shall be designed with retail, office or other permitted uses at the street level. Where this is not possible, the structure shall have an architecturally articulated facade designed to screen the parking areas of the structure, to encourage pedestrian scale activity, and to provide for urban open space. Where automobile access is provided, two smaller openings are preferable to one large one. A minimum of 60 percent of any primary facade of a parking structure or covered parking facility shall incorporate two of the following:

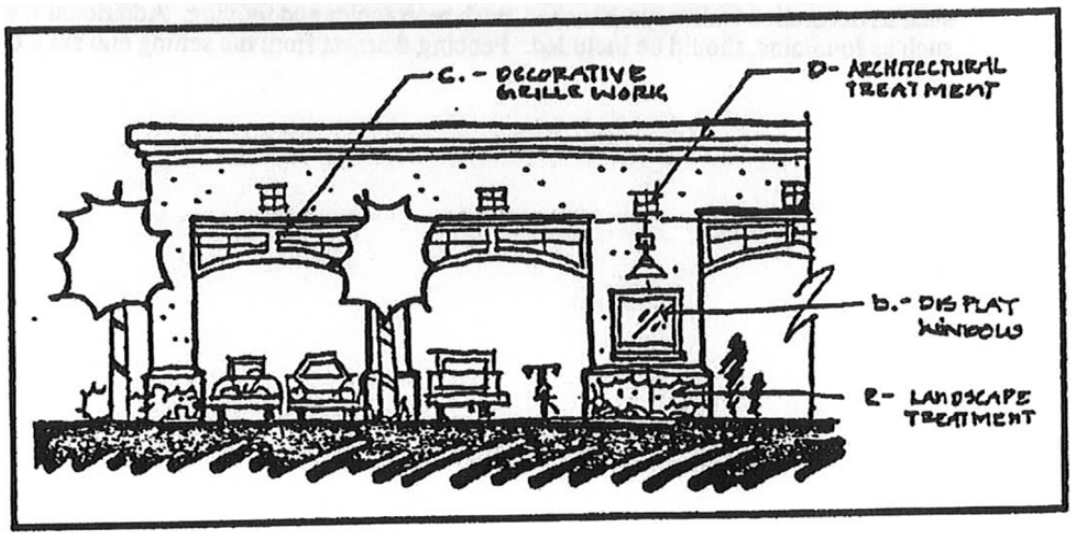
a. Transparent windows, with clear or lightly-tinted glass, where pedestrian oriented businesses located along the facade of the parking structure;

b. Display windows:

c. Decorative metal grille-work or similar detailing which provides texture and partially and/or fully covers the parking structure opening(s);

d. Art or architectural treatment such as sculpture, mosaic, relief work or similar features; or,

e. Vertical trellis or other landscaping or pedestrian plaza area.



(Ord. No. 16-31, 12-15-2016)

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

Staff Report

TO: Eustis City Commission

FROM: Ronald Neibert, City Manager

DATE: September 23, 2021

RE: DIRECTION ON THE FORMER FLORIDA HOSPITAL WATERMAN SITE

Introduction:
Staff is seeking direction from the City Commission on the former Florida Hospital Waterman site.

Background:
See attached Staff Report

Attachments:
Staff Report - Direction from Commission on Waterman Site

Reviewed by:

Ronald Neibert, City Manager	Approved - 17 Sep 2021
Mary Montez, City Clerk	Approved - 17 Sep 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: DIRECTION ON THE FORMER FLORIDA HOSPITAL WATERMAN SITE

Introduction:
Staff is seeking direction on 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. The CRA board provided no further direction on how to move forward with the site. Staff is seeking consensus on how to move forward.

One option to move forward is to continue negotiations with the Atrium team. If specific issues with the draft agreement presented on September 9 can be identified and addressed, staff could present an updated draft at a future CRA/City Commission meeting.

A second option would be to issue a new Request for Proposals (RFP). This could take a couple of forms. The previously issued RFP could be updated and re-issued. Alternately, a completely new RFP could be issued. Staff could seek feedback from the CRA Board, City Commission, the public, or any combination of stakeholders. Based on feedback, a new RFP could be developed and issued.

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 project moves forward.

Budget and Staffing Impact:
Re-issuing the RFP will have some level of advertising and distribution cost, but those costs are difficult to estimate at this time.

Prepared by:
Tom Carrino, Economic Development Director

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

Staff Report

TO: Eustis City Commission

FROM: Ronald Neibert, City Manager

DATE: September 23, 2021

RE: DISCUSSION CONCERNING SPENCETF CONTRACT AND ANTICIPATORY BREACH

Introduction:
City Attorney Derek Schroth has requested that this item be placed on the agenda for discussion with the Commission.

Attachments:
Agrmt for Sale and Purchase of Property - CR 44 to Spence TF LLC 3-20-2020
Amendment to Purchase Agreement Escrow Agent 6-25-20
Signed 2nd Am with Resolution No. 20-54

Reviewed by:

Ronald Neibert, City Manager	Approved - 17 Sep 2021
Mary Montez, City Clerk	Approved - 17 Sep 2021

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY

City of Eustis / SpenceTF, LLC
East County Road 44, Eustis Florida.

THIS AGREEMENT FOR SALE AND PURCHASE OF PROPERTY ("Agreement") is made this 20 day of March, 2020, by and between City of Eustis (the "Seller"), and SpenceTF, LLC, a Florida limited liability company (the "Purchaser").

RECITALS

WHEREAS, Seller is the Owner of that certain parcel of real property situated at Eustis County Road 44, Eustis Florida, Parcel#'s 24-18-26-0405-000-00900, 24-18-26-0405-000-01100, 24-18-26-0405-000-00101, 24-18-26-0455-001-00000, and 24-18-26-0405-000-01102; Lake County, Florida, and more particularly described on Exhibit "A" hereto (together with all improvements and the other appurtenant rights thereto as described below, the "Property");

WHEREAS, the Purchaser desires to purchase, and Seller is willing to sell, the Property on the terms and conditions set forth herein;

NOW, THEREFORE, for ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. AGREEMENT TO SELL; PURCHASE PRICE

1.1. Agreement to Sell and Convey Property. Subject only to the terms and conditions set forth herein, Seller hereby agrees to sell and convey the Property to Purchaser, and Purchaser hereby agrees to purchase the Property from Seller. The Property to be conveyed hereunder shall include any and all buildings, infrastructure, utilities and other fixtures presently situated on the Property, all zoning entitlements, approvals, permits, impact fee or other development credits, and other vested entitlements related to the Property, and all easements, rights-of-way, or other appurtenances to the Property.

1.2. Purchase Price. The purchase price ("Purchase Price") to be paid for the Property shall be Four Hundred Sixty Thousand Dollars and Zero Cents ($460,000.00). The Purchase Price shall be paid by Purchaser to Seller at Closing after credit for the Deposit (defined below) and subject to any proration and adjustments as provided for hereinafter. The Purchase Price shall be paid by federal wire transfer payable to the designated Escrow Agent (defined below) for the Closing.

1.3. Earnest Money Deposit.

(a) Within three (3) business days after the Effective Date (defined below) of

this Agreement, Purchaser shall provide a One Thousand Dollar ($1,000.00) earnest money deposit (the "Deposit") to Cramer, Price & de Armas, P.A., 1411 Edgewater Drive, Suite 200, Orlando, Florida 32804 ("Escrow Agent").

(b) The Deposit shall be fully refundable to Purchaser if Purchaser terminates this Agreement prior expiration of the Inspection Period. Except as otherwise provided herein, upon expiration of the Inspection Period, the Deposit shall be deemed "at risk" and "non-refundable" to the Purchaser.

(c) The Deposit shall be applied to the Purchase Prices at the Closing.

(d) Any portion of the Deposit to be held by Escrow Agent shall be held by Escrow Agent in escrow in a non-interest bearing account at a federally insured financial institution in the name of Escrow Agent, subject to disbursement in accordance with the terms and provisions of this Agreement.

2. SURVEY AND TITLE COMMITMENT; PERMITTED EXCEPTIONS

2.1. Title Commitment & Policy. Within sixty (60) days after the Effective Date, Seller shall cause the Escrow Agent to obtain and provide to Purchaser a title search and title insurance commitment (the "Title Commitment") issued by a national title insurance company (the "Title Company") by which the Title Company shall commit and agree to issue to Purchaser at Closing an ALTA owner's title policy for the Property (the "Title Policy") and naming Purchaser as insured, with coverage in the amount of the Purchase Price for the Property. In addition, Seller agrees to cause the Escrow Agent to issue a mortgagee policy to Purchaser's lender, if any, together with any and all required owner and mortgagee policy endorsements required by Purchaser or its lender. The cost of any required mortgagee policy and endorsements shall be borne in accordance with Paragraph 3.4 below.

2.2. Survey. To the extent the same is in Seller's possession, Seller shall provide any pre-existing survey for the Property to Purchaser within ten (10) business days after the Effective Date of this Agreement. Within 180 (180) days following the Effective Date, Purchaser, at its expense and election, may either procure an updated, re-certified survey of the Property, or a new certified survey (the "Survey"). The Survey shall, at a minimum, be certified to the following parties: Purchaser, Seller, Escrow Agent, and Title Company. If Purchaser procures a current certified Survey that is acceptable to and approved by the Title Company, then the standard survey exception shall be deleted from the Purchaser's owner's title insurance policy, and any specific survey matters identified on the Survey then shall be reflected in the final policy.

2.3. Title and Survey Objections. Within One Hundred Eighty (180) days after the Effective Date (the "Title Objection Period"), Purchaser shall deliver to Seller written notice of any title or survey matters which are not acceptable to Purchaser (collectively, the "Title Objections"). If Purchaser raises any Title Objections, then Seller shall notify

Purchaser in writing which, if any, of the Title Objections it elects to cure within ten (10) days of receipt of the Title Objections. In the event Seller fails to provide such written notice, Seller shall be deemed to have elected not to cure any of the Title Objections. Seller shall be under no obligation to elect to cure or cure any of the Title Objections. In the event Seller elects to cure one or more of the Title Objections, Seller shall, at Seller's expense, undertake to cure and remove such Title Objections within thirty (30) days after receipt of the Title Objections (the "Seller Title Cure Period"). In the event a lien appears of record which will be discharged by Seller at or prior to the Closing or from such Closing's proceeds, then such lien will not be considered to be a Title Objection. Seller shall notify Purchaser in writing when Seller has cured the Title Objections. If Seller shall be unable (or deemed to be unable) to cure the Title Objections it has elected to cure within the Seller Title Cure Period, then Seller shall provide Purchaser with written notification of such inability to cure the Title Objections. Purchaser shall, within fifteen (15) days following written notification from Seller of its cure, or inability to cure said Title Objections, deliver written notice to Seller electing to either (i) terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and the parties hereto shall thereafter be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement, or (ii) waive such defects and proceed to Closing, accepting title as it then is and without setoff or reduction in the Purchase Price, in which event such Title Defect shall be deemed a Permitted Exception (as defined below). If Purchaser fails to notify Seller within such fifteen (15) day period, Purchaser shall be deemed to have elected (ii) above.

2.4. Permitted Exceptions. Title to the Property as reflected by the Title Commitment and the Title Policy issued pursuant thereto shall be subject only to (i) taxes not yet due and payable; (ii) any defect in title or survey which Purchaser does not object to on or before the expiration of the Title Objection Period, (iii) any and all Title Objections Seller has not cure prior to the expiration of the Title Objection Period, (iv) any and all defects that may be accepted (or deemed accepted) by Purchaser pursuant to this Section; (v) matters arising out of any act of Purchaser, and/or its agents, consultants and advisors; and (vi) local, state and federal laws, ordinances, rules and regulations, including, but not limited to, zoning ordinances encumbrances (collectively, the "Permitted Exceptions"). Seller agrees not to hereafter record any documents which may affect title to the Property without the prior written consent of Purchaser, and to procure the release of any mortgage liens upon the Property concurrent with Closing.

3. PROVISIONS WITH RESPECT TO CLOSING

1. Closing Date; Potential Extension. The consummation of the transaction contemplated by this Agreement ("Closing") shall take place at the Escrow Agent's office or via mail through the tender of all required closing documents by both Seller and Purchaser to the Escrow Agent upon the later of 1) within One Hundred Twenty (120) days after expiration of Inspection Period pursuant to Section 5.1. below; or 2) within Sixty (60) days of Purchaser obtaining all Governmental Approvals for its

intended use (the "Closing Date"), provided, however, that Purchaser may extend the Closing Date for one (1) additional thirty (30) day period by delivering the following items no later than five (5) days prior to the then scheduled Closing Date: (i) written notice to Seller, and (ii) Ten Thousand Dollars ($10,000.00) earnest money deposit (the "Extension Deposit") to the Escrow Agent. The Extension Deposit shall be considered part of the Deposit and shall, to the extent paid, be applied against the Purchase Price payable at Closing.

2. Seller's Obligation at Closing. At Closing, Seller shall do the following:

(a) Execute, acknowledge, and deliver to Purchaser a statutory warranty deed in form approved by the Title Company ("Deed") conveying fee simple title to the Property to Purchaser, subject only to the Permitted Exceptions. The legal description of the Property contained in the Deed shall be identical to the legal description of the Property as contained in the Survey and the Title Commitment (any discrepancy between the survey legal and title commitment legal shall be resolved and conformed by the Title Company and the surveyor); and

(b) Deliver to Title Company evidence satisfactory to it of Seller's authority to execute and deliver the documents necessary or advisable to consummate the transaction contemplated hereby; and

(c) Execute and deliver to Purchaser and Title Company an affidavit of no liens from the Seller satisfactory to Title Company as to cause Title Company to remove the mechanic's lien and parties in possession standard exceptions from the Title Commitment; and

(d) Execute and deliver to Title Company a certification duly executed by Seller ("FIRPTA Certificate") setting forth Owner's address and federal tax identification number and certifying that Owner is a "United States Person" and that Owner is not a "foreign person" in accordance with and/or for the purpose of the provisions of Section 7701 and 1445 (as may be amended) of the Internal Reverue Code of 1986, as amended, and any regulations promulgated thereunder; and

(e) Execute and deliver to the Title Company a Form 1099-S and any other tax information forms typically required for such real estate transactions; and

(f) Execute and deliver to Title Company and Purchaser the approved Closing Statement.

(g) Execute and deliver to Purchaser a Quit Claim Bill of Sale & General Assignment of all tangible personal property and intangible personal property rights that are appurtenant to the Property, as provided for in Section 1.1, above.

All documents shall be subject to the review and approval of the Title Company.

2. Purchaser's Obligations at Closing. Subject to the terms, conditions and provisions hereof and contemporaneously with the performance by Seller of its obligations set forth above, Purchaser shall deliver to Escrow Agent at Closing the following:

(a) Federal wire transfer in the amount of cash required to close pursuant to Paragraph 1.2 hereof, subject to the adjustments and prorations hereinafter provided for, and subject to the application of the credit for the Deposit; and

(b) Execute and deliver to Seller and Title Company the approved Closing Statement; and

(c) Execute and deliver to the Title Company any other authorization documents required by it for the Closing; and

(d) Execute and deliver such other items, documents, and instruments as may be reasonably required to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Purchaser at the Closing pursuant to this Agreement

2. Closing Costs.

(a) Seller shall pay the following costs and expenses in connection with the Closing:

(i) Preparation of the Deed and other owner's conveyance documents, any corrective title documents, and any mortgage or lien release documents (including any recording fees related thereto);
(ii) The applicable documentary stamp/transfer taxes on the Deed;
(iii) Seller's attorney fees;
(iv) Escrow Fees;
(v) The costs for the title search, title commitment and premium for owner's title policy for the Property (but only at the Title Company's standard published rates without any surcharge); and
(vi) Seller's brokerage commissions set forth in any separate commission Agreement, if any.

(b) Purchaser shall pay the following closing costs and expenses in connection with the Closing:

(i) Recording fees for the Deed;
(ii) All costs related to Purchaser's due diligence work and any financing (if procured by Purchaser);
(iii) Purchaser's attorney fee;

(iv) Any premiums, fees and costs associated with the issuance of any title endorsements desired by Purchaser or any loan title policy or endorsements for any Purchaser financing;

(v) fees and costs incurred with respect to Purchaser's investigations of the Property; and

(vi) Purchaser's brokerage commissions set forth in any separate commission Agreement.

Unless otherwise specifically addressed herein, all other costs incurred at Closing shall be borne by the parties in accordance with the custom and usage in the County in which the Property is located.

3.4 Proration of Taxes, Assessments. Real property taxes and any certified assessments for the year of the Closing shall be prorated to the date of Closing. The apportionment of taxes shall be upon the basis of the most recent tax bill(s) for the Property with all applicable discounts for early payment in November. Such prorations shall be final..

2. NO REPRESENTATIONS AND WARRANTIES WITH RESPECT TO PROPERTY; "AS IS" PURCHASE.

2.1. AS-IS Purchase. Purchaser acknowledges that Seller has not made any representations or warranties whatsoever with respect to the Property. Purchaser will be responsible for its own due diligence and investigation with respect to the Property, and the purchase of the Property shall be "As-Is" with no representation or warranty from Seller, whatsoever. **PURCHASER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS PURCHASER MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE** relating to the Property.

3. CONDITIONS TO CLOSING

The Closing is conditional only upon the following matters:

1. (A) Purchaser's Inspection Period. Purchaser shall have a period of Three Hundred Sixty Five (365) days after the Effective Date of this Agreement to conduct its due diligence with respect to the Property (the "Inspection Period"). In connection therewith, the Seller agrees to provide copies of the following documents related to the Property, to the extent they are in the possession of Seller, within five (5) business days after the Effective Date of this Agreement:

(i) Copies of approval-stamped building plans to include all architectural, mechanical and landscape drawings;
(ii) Copies of all governmental permits, inspection reports, governmental approvals and certificates of occupancy;
(iii) Copies of all third-party reports including appraisals, environmental assessments, geotechnical studies or reports, engineering plans, construction plans, site plans, mechanical inspections or reports, and lighting reports;
(iv) Copies of all construction contracts and warranties;
(v) Copies of all leases, maintenance or operation agreements, or other agreements;
(vi) Schedule of all personal property to be conveyed pursuant to Section 1.1, above;
(vii) All Condominium, homeowner, or other association documents; and
(viii) Any other documents pertaining to the Property that materially affects its title, ownership, restrictions or encumbrances, zoning use or operation, including any prior title insurance commitment, title policy, or survey.

Purchaser agrees and acknowledges that any of the foregoing documents provided by Seller are being made available to Purchaser as an accommodation and to assist Purchaser in conducting its own inquiry and investigation into the facts and matters addressed by such documents. Purchaser further acknowledges and agrees that any of the foregoing documents provided by Seller shall not constitute or be deemed to be any representation or warranty by Seller of any nature whatsoever about or concerning such documents or information or the accuracy, completeness or reliability thereof.

Purchaser shall have full right of access to and from the Property during all business hours from the Effective Date, through Closing, to perform its due diligence investigation, including any environmental, soils tests or other third-party tests desired by Purchaser. Prior to any entry onto the Property by Purchaser or its agents, Purchaser shall provide to Seller a certificate of insurance confirming not less than One Million Dollars ($1,000,000.00) of general liability insurance covering all inspection activities by Purchaser and its agents, employees and independent contractors ("Purchaser Representatives"), with Seller named as an additional insured. Purchaser shall be solely responsible for all costs and fees relating to Purchaser's inspections. Further, any inspections of the Property shall be subject to the following terms and restrictions: (i) Purchaser and Purchaser's Representatives shall, in performing any inspections, comply with any and all applicable laws, ordinances, rules, and regulations; (ii) Purchaser shall notify Seller of its intention to conduct (or cause to be conducted) a Phase II Environmental Site Assessment or similar intrusive investigation not less than 5 days in advance of such Phase II

Environmental Site Assessment; and (iii) Purchaser shall promptly pay when due any third party costs associated with its inspections and shall not permit any liens to attach to the Property as a result of any inspections. In the event the Closing fails to occur, Purchaser shall, at its sole cost and expense, promptly repair any damage to the Property caused by such entries and restore the same to substantially the same condition in which it existed prior to such entry. Purchaser shall assume all risks associated with entering the Property and shall indemnify and hold Seller and the Property harmless for any loss, liability, costs, claims, demands, damages, actions, causes of action, suits and expenses arising out of, related to or caused by Purchaser or Purchaser's Representatives in the exercise of any of Purchaser's rights under this Section. The terms and conditions of this paragraph, including Purchaser's indemnification obligations, shall survive termination of this Agreement.

Purchaser shall deliver written notification to Seller prior to expiration of the Inspection Period whether the Property is acceptable to Purchaser and suitable for Purchaser's use, in its sole and absolute discretion. If Purchaser does not deliver written notification to Seller that Purchaser has accepted the Property and intends to proceed under this Agreement prior to expiration of the Inspection Period, then this Agreement shall be deemed to have automatically terminated, the Deposit shall be returned by Escrow Agent to the Purchaser, without any further authorization or direction required from Seller, and the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the Closing or earlier termination of this Agreement.

In the event Purchaser terminates this Agreement or fails to close the transaction contemplated hereby for any reason, then within fifteen (15) days after such termination, Purchaser shall, at no cost to Seller (a) return to Sellers all documents or materials supplied by or at the direction of Sellers, and (b) deliver to Sellers, for Sellers' use, complete copies of the non-proprietary studies and reports obtained by Purchaser with respect to the Property. The obligations of this paragraph shall survive the termination of this Agreement.

5.1 (B) Purchaser's Proof of Feasibility of Development. Before closing may occur, Purchaser shall provide, to the Seller's satisfaction, sufficient proof the property can be developed as a two screen drive-in movie theater.

2. Marketable Title. Seller must provide marketable fee simple title to the Property at Closing, subject only to the Permitted Exceptions and otherwise in accordance with the terms of this Agreement.

2. PROVISIONS WITH RESPECT TO DEFAULT

3. Default by Seller. If Seller shall breach any of the terms or provisions of this Agreement or otherwise fail to perform any of Seller's obligations under this Agreement at or prior to the Closing, and if such failure continues for ten (10) days after Purchaser provides Seller and Escrow Agent with written notice thereof, and provided Purchaser is not then in default hereunder, then Purchaser shall have the

following options which shall constitute Purchaser's sole and exclusive remedies: (a) waive the effect of such matter and proceed to consummate this transaction; (b) terminate this Agreement and receive a full refund of the Deposit; or (c) proceed with an action against Seller for specific performance, together with an action for any damages resulting from such breach; provided, however, that unless Purchaser files with the clerk of a court of appropriate jurisdiction of Seminole County, Florida, the legal process necessary to seek and obtain specific performance of this Agreement, or a cause of action for damages, within twelve (12) months from the date of such default, then Purchaser shall be deemed to have forever waived its right to seek and obtain specific performance of this Agreement or a cause of action for damages.

4. Default by Purchaser. If Purchaser shall breach any of the material terms or provisions of this Agreement or otherwise fail to materially perform any of Purchaser's obligations under this Agreement and if such failure continues for ten (10) days after Seller provides Purchaser and Escrow Agent with written notice thereof, and provided Seller is not then in default, then Seller may waive such breach and proceed to consummate this transaction in accordance with the terms hereof, or Seller may, as its exclusive remedy, terminate this Agreement and retain the Deposit as liquidated damages and as consideration for the acceptance of this Agreement and for taking the Property off the market, and not as a penalty. Purchaser and Seller have determined and hereby agree that it would be impractical or extremely difficult, if not impossible, to ascertain with any degree of certainty the amount of damages that would be suffered by Seller if Purchaser fails to purchase the Property in accordance with the provisions of this Agreement, and the parties agree that a reasonable estimate of such damages under the circumstances is an amount equal to the Deposit. Nothing in this paragraph shall in any way limit Seller's enforcement of Purchaser's obligations and liabilities and/or Seller's rights that survive the Closing or the termination of this Agreement, as applicable.

5. Closing and Deposit Defaults. Notwithstanding the provisions of Section 6.1 and Section 6.2 above, the grace period shall be two (2) Business Days (rather than ten (10) days) following written notice if the default is any of the following: (a) Seller's failure to make the deliveries required to be made by Seller at Closing; (b) Purchaser's failure to make the deliveries required to be made by Purchaser at Closing; or (c) Purchaser's failure to make timely deliver any Deposit required herein.

2. OTHER CONTRACTUAL PROVISIONS

2.1. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

2.2. Escrow. The payment of the Deposit and all other funds provided hereunder and the delivery of all documents to the Escrow Agent is for the accommodation of the parties to this Agreement. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. In the event Escrow Agent receives a written demand from either Seller or Purchaser for the Deposit or

documents (which demand shall include an explanation setting forth the factual basis for such party's request for the Deposit or documents), Escrow Agent shall give three (3) business days' written notice to the other party of such demand and of Escrow Agent's intention to remit the Deposit or deliver the documents to the party making the demand on the stated date. If Escrow Agent does not receive a written objection within three (3) business days after such notice, Escrow Agent is hereby authorized to so remit the Deposit or deliver the documents. If, however, Escrow Agent actually receives written objection from the other party within three (3) business days after such notice, Escrow Agent shall continue to hold the Deposit or the documents until otherwise directed by joint written instructions from Seller and Purchaser, or until a final judgment of an appropriate court is issued. Purchaser and Seller authorize Escrow Agent, without creating any obligation on the part of Escrow Agent, in the event this Agreement, the Deposit or the documents become involved in litigation, to deposit the Deposit or the documents with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Deposit or the documents with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder. Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its own willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given. Purchaser and Seller shall, and hereby agree to jointly and severally indemnify Escrow Agent for and hold it harmless against any loss, liability, or expense including reasonable attorneys' fees incurred on the part of Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising under this Agreement. Purchaser acknowledges that Escrow Agent also is acting as the Seller's attorney in this transaction, and irrevocably waives any conflict of interest related thereto. This provision shall survive the Closing or earlier termination of this Agreement.

2.3. Broker Commissions. Purchaser and Seller each represents and warrant to the other that no brokers or finders have been engaged by it in connection with this transaction.

2.4. Entire Agreement, Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the

enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

2.5. Effective Date; Time. The Effective Date of this Agreement shall be the date it is last signed by Seller or Purchaser, as indicated below. Time is of the essence of this Agreement. In the event the final day of any period or the deadline for performance of any obligation under this Agreement falls on a Saturday, Sunday, or Federal holiday (any other day being a "business day" for purposes of this Agreement), then the final day of the period or the deadline for performance shall be extended until the next business day.

2.6. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original but all such counterparts constituting one and the same Agreement. Electronic or facsimile signatures shall constitute original signatures under this Agreement.

2.1. Exhibits. All exhibits attached hereto are hereby incorporated herein by this reference.

2.2. Possession. Possession of the Property shall be delivered to Purchaser immediately upon Closing, and not subject to any lease agreements. .

2.3. Governing Law; Enforcement. This Agreement is intended to be performed in the state of Florida and shall be construed and enforced in accordance with the laws of said state of Florida. In the event of any litigation related to this Agreement, exclusive jurisdiction and venue shall lie in Lake County, Florida, where the property is located. In any such proceedings, the prevailing party shall recover reasonable attorney's fees and all costs, including expert witness fees, paralegal fees, and any of such fees or costs incurred on any appeal.

2.4. Notices. Any notice required or authorized under this Agreement shall be sent by overnight mail or by electronic mail, addressed as follows, and shall be deemed effective as of the date of receipt thereof by the party to whom it is addressed:

If to Purchaser:

Spencer Folmar
SpenceTF, LLC
2034 Argyle Avenue APT 301
Los Angeles, CA 90068
spencer@veritasarts.org

With a copy to:

Chad A. Shimel
Cramer Price & de Armas PA
1411 Edgewater Drive, Suite 2002034
Orlando, FL 32804
cshimel@cramerprice.com

If to Seller:

With a copy to:

Ron Neibert	Derek Schroth
City of Eustis	Bowen & Schroth
10 North Grove Street	600 Jennings Avenue
Eustis, FL 32726	Eustis, FL 32726
neibertr@ci.eustis.fl.us	dschroth@bowenschroth.com

2.5. Cooperation. Seller agrees to cooperate, at no cost to Seller and without any warranty thereof, with Purchaser in the preparation, filing and processing of any application, plan or request relating Purchaser's pursuit of any approvals, consents, licenses, agreements, authorizations, certificates and/or permits (collectively, the "Governmental Approvals") for the Property filed by or on behalf of the Purchaser prior to the Closing Date.

2.6. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms and intent to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

2.7. Waiver. No waiver by either party of any of its rights or remedies hereunder or otherwise shall be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either party of any of its rights or remedies hereunder or otherwise shall be effective unless such waiver is evidenced in a written instrument executed by the waiving party.

2.8. WAIVER OF TRIAL BY JURY. SELLERS AND PURCHASER EACH HEREBY WAIVE TRIAL BY JURY IN ANY PROCEEDINGS BROUGHT BY THE OTHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE TRANSACTION, THIS AGREEMENT, THE PROPERTY OR THE RELATIONSHIP OF PURCHASER AND SELLERS HEREUNDER.

2.9. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or permitted assigns.

2.10. Recordation. Purchaser and Seller agree not to record this Agreement or any memorandum hereof.

2.11. Assignment and Deed Restriction. Purchaser shall not assign its rights and/or obligations in this Agreement or any interest herein without obtaining the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion. Purchaser intends to develop the Property for the primary purpose of establishing and operating a two-screen drive-in movie theater which shall be developed first. Purchaser agrees to a deed restriction in the deed transferring the Property to Purchaser mandating the use of the Property be used first for the two-screen drive-in movie theater consistent with all codes and regulations of the City of Eustis before any other development can occur.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates specified below.

SELLER: City of Eustis

By: _____

Date: 3/25/2020

PURCHASER: SpenceTF, LLC

By: _____
Spencer Folmar, Manager

Date: 3/20/2020

The Escrow Agent does hereby accept the duties of Escrow Agent as set forth in this Agreement, subject to receipt of the Deposit under the Agreement, and subject to clearance of funds.

ESCROW AGENT:

CRAMER, PRICE & de ARMAS, P.A.

By: _____
Chad A. Shimel, Esquire

Date: _____

"Exhibit A"

Real property located at Eustis County Road 44, Eustis Florida, Parcel#'s
23-18-26-0405-000-00900, 24-18-26-0405-000-01100, 24-18-26-0405-000-00101,
24-18-26-0455-001-00000, and 24-18-26-0405-000-01102; Lake County, Florida.

This legal description is provided for informational purposes only. A full legal description of the Property will be supplied by the Purchaser upon completion and delivery of the Survey to Seller and Title Company. Upon approval of the legal description a new "Exhibit A" containing the updated legal description will be substituted into the Agreement replacing this "Exhibit A"

Amendment to Agreement for Sale and Purchase of Property

City of Eustis/Spence TF, LLC
East County Road 44, Eustis Florida.

This Amendment to Agreement for Sale and Purchase of Property is made and entered into on June 29, 2020, between the City of Eustis, a Florida municipality ("Seller"), and Spence TF, LLC, a Florida Limited Liability Corporation ("Purchaser").

Recitals

WHEREAS, Seller and Purchaser entered into an Agreement for Sale and Purchase of the subject property dated March 20, 2020; and

WHEREAS, the Purchaser has made a request to modify the Escrow Agent and associated contact information in the Agreement; and

WHEREAS, Resolution 20-18 authorized the Mayor of the City of Eustis to execute the necessary documents to effectuate the sale of the subject property.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement for Sale and Purchase of Property between the City of Eustis and Spence TF, LLC dated March 20, 2020 (“Agreement”) shall be amended as follows:

   References to “Escrow Agent” and Purchaser “With copy to” information shall be modified to read:

   Shimel Law, P.A.
   1190 Business Center Drive
   Suite 2000
   Lake Mary, FL 32746

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

In Witness Whereof, the parties have executed this Amendment as of the day and year first above written.

SELLER: City of Eustis

By: _____
Michael L. Holland, Eustis Mayor

Date: _____

PURCHASER: SpenceTF, LLC

By: _____
Spencer Folmar, Manager

Date:_____

The Escrow Agent does hereby accept the duties of Escrow Agent as set forth in the Agreement for Sale and Purchase dated March 20, 2020 and this Amendment, subject to receipt of the Deposit under the Agreement, and subject to clearance of funds.

ESCROW AGENT:

Shimel Law, P.A.

By: _____
Chad A. Shimel, Esquire

Date:_____

RESOLUTION NUMBER 20-54

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING AND RATIFYING A 2ND AMENDMENT TO AN AGREEMENT FOR SALE AND PURCHASE OF PROPERTY BETWEEN THE CITY OF EUSTIS AND SPENCETF, LLC

WHEREAS, Seller and Purchaser entered into an Agreement for Sale and Purchase of the subject property dated March 20, 2020; and

WHEREAS, an Amendment to Agreement for Sale and Purchase involving a change to the Escrow Agent was processed administratively and signed by the Mayor of Eustis on June 26, 2020; and

WHEREAS, Purchaser has requested a time extension to the Inspection Period in the Agreement for Sale and Purchase in order to conduct necessary due diligence and secure entitlements; and

WHEREAS, the proposed entertainment venue is expected to generate positive economic and social activity.

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

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

1. The 2nd Amendment to Agreement for Sale and Purchase is hereby ratified and approved, attached hereto as Exhibit A.
2. The Eustis City Commission authorizes the Mayor to execute the necessary documents to effectuate the 2nd Amendment to Agreement for Sale and Purchase.

DONE AND RESOLVED, this 20th day of August 2020, 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

THE SEAL OF THE CITY OF EUSTIS, FLORIDA

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by physical presence, this 20th day of August, 2020, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

SERITA HILL
MY COMMISSION # HH 026055
EXPIRES: August 20, 2024
Bonded Thru Notary Public Underwriters

Serita Hill
Notary Public - State of Florida
My Commission Expires: Aug 20, 2024
Notary Serial No: HH 026055

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: 8/20/2020

CERTIFICATE OF POSTING

The foregoing Resolution Number 20-54 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
Mary C. Montez, City Clerk

2nd Amendment to Agreement for Sale and Purchase of Property

City of Eustis/Spence TF, LLC
East County Road 44, Eustis Florida.

This 2nd Amendment to Agreement for Sale and Purchase of Property is made and entered into on August 20, 2020, between the City of Eustis, a Florida municipality ("Seller"), and Spence TF, LLC, a Florida Limited Liability Corporation ("Purchaser").

Recitals

WHEREAS, Seller and Purchaser entered into an Agreement for Sale and Purchase of the subject property dated March 20, 2020; and

WHEREAS, an Amendment to Agreement for Sale and Purchase involving a change to the Escrow Agent was processed administratively and signed by the Mayor of Eustis on June 26, 2020; and

WHEREAS, Purchaser has requested a time extension to the Inspection Period in the Agreement for Sale and Purchase in order to conduct necessary due diligence and secure entitlements.

NOW, THEREFORE, the parties agree as follows:

1. The Agreement for Sale and Purchase of Property between the City of Eustis and Spence TF, LLC dated March 20, 2020 ("Agreement") shall be amended as follows:

   3. CONDITIONS TO CLOSING

   1.(A) Purchaser's Inspection Period. The Purchaser shall have a period of Three Hundred and Sixty Five (365) days starting on August 20, 2020, to conduct its due diligence with respect to the Property (the "Inspection Period").

2. The Purchaser shall provide quarterly updates to the Eustis City Commission on project progress.

3. The Purchaser shall provide an additional One Thousand Dollar ($1,000.00) earnest money deposit to the Escrow Agent consistent with Section 1.3 (Earnest Money Deposit) of the original Agreement.

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

In Witness Whereof, the parties have executed this 2nd Amendment as of the day and year first above written.

SELLER: City of Eustis

By: _____
Michael L. Holland, Eustis Mayor

Date: 8/20/2020

PURCHASER: SpenceTF, LLC

By: _____
Spencer Folmar, Manager

Date: 8/20/2020