AGENDA
Regular City Commission Meeting
6:00 PM - Thursday, September 9, 2021 - Community Building
601 Northshore Drive, Eustis

INVOCATION

PLEDGE OF ALLEGIANCE: VICE MAYOR LEE

CALL TO ORDER

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE

2. PRESENTATIONS

   2.1 Presentation by Spencer Folmar on the Status of the SpenceTF Project on CR 44
   Staff Report #21-0237 - Html
   Ardaman Phase II Environmental Site Assessment
   Ardaman Preliminary Geotechnical Evaluation_1
   Austin Environmental Ecological Site Assessment Report
   Austin Environmental Wetland Boundaries
   Eustis Project Final Concept Plan (002)

3. AUDIENCE TO BE HEARD

4. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

   4.1 Resolution Number 21-12: Annexation Agreement and Developers Agreement to Provide Water Service Outside the City Limits (LCBCC Fire Station 39)
   Staff Report #21-0241 - Html
   Resolution No. 21-12
   Fire Station 39 Annexation Agreement
   Fire Station 39 Developers Agreement
   Letter to Eustis_Waiver of Annexation
   Eustis Developer Agreement_executed by County-modified
   Excerpt from Prior Commission Consideration of Policy 02-20-2020
   ORD 08-09
   02-20-2020 CC MIN - For Approval

   4.2 Resolution Number 21-55: Textile Recycling Collection Bin at 2601 E. Orange Avenue
   Staff Report #21-0238 - Html,Staff Report #21-0238 - Html
   08-05-2021 CC MIN
   Email - Barnes - Tolley - Possible Addtl Concerns & Meeting Minutes 8-26-21
   ATRS ORLA Contract of Service
   LL-2019-Annual-Report_Final
   Email -Tolley Information For Upcoming Meeting 8-26-21
   Email - Tolley - Bins Removed 8-12-21
   Staff Report Res. No. 21-55
   Resolution No. 21-55
   BTR App & Supporting Docs 2601 E Orange Ave
   Ordinance No. 21-07

4.3 Resolution Number 21-56: Textile Recycling Collection Bin at 256 W County Road 44

Staff Report #21-0239 - Html
08-05-2021 CC MIN
Email - Barnes - Tolley - Possible Addtl Concerns & Meeting Minutes 8-26-21
ATRS ORLA Contract of Service
LL-2019-Annual-Report_Final
Email -Tolley Information For Upcoming Meeting 8-26-21
Email - Tolley - Bins Removed 8-12-21
Staff Report Res. No. 21-56
BTR App & Supporting Docs 256 W CR 44
Resolution No. 21-56
Ordinance No. 21-07

4.4 Resolution Number 21-57: Textile Recycling Collection Bin at 905 North Hwy 19

Staff Report #21-0240 - Html
08-05-2021 CC MIN
Email - Barnes - Tolley - Possible Addtl Concerns & Meeting Minutes 8-26-21
ATRS ORLA Contract of Service
LL-2019-Annual-Report_Final
Email -Tolley Information For Upcoming Meeting 8-26-21
Email - Tolley - Bins Removed 8-12-21
Staff Report Res. No. 21-57
BTR App & Supporting Docs 1905 N SR 19
Resolution No. 21-57
Ordinance No. 21-07

4.5 Resolution Number 21-62: Approving and ratifying a development and acquisition agreement 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

Staff Report #21-0234 - Html
Staff Report - City Res 21-62 and City Res 21-63 Atrium Purchase Agreement ADA
City Resolution 21-62 Atrium Agreement
Waterman Square Development Agreement Final Draft with Exhibits

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

Staff Report #21-0235 - Html
Staff Report - City Res 21-62 and City Res 21-63 Atrium Purchase Agreement ADA
City Resolution 21-63 Atrium Parking Agreement ADA
Parking Facility Easement Agreement Final Draft

4.7 Resolution Number 21-64: Preliminary Subdivision Plat with Waivers - Royal Brothers Subdivision (Grafton Ridge)

Staff Report #21-0247 - Html
Community Meeting Summary
Resolution Number 21-64
Staff Report Resolution Number 21-64

4.8 Resolution Number 21-65: Approving an agreement with the State of Florida, Division of Emergency Management allowing the City of Eustis to participate in the American Rescue Plan Act (ARPA) Local Recovery Funding agreement

Staff Report #21-0231 - Html
Agreement American Rescue Grant Act with State of Florida
Resolution 21-65 ARPA Agreement
Staff Report - American Rescue Act Resolution 21-65

4.9 Resolution Number 21-66: Tentative Millage rate for 2021

Staff Report #21-0233 - Html
Exhibit A 2021-Proposed-Millage-Rate-Comparison
Staff Report - Resolution Number 21-66 tentative millage
Resolution Number 21-66 tentative Millage

4.10 Resolution Number 21-67: Adopting a tentative budget for Fiscal Year 2021-2022

Staff Report #21-0232 - Html
EXHIBIT A FY 2021-2022 Eustis Budget Summary
Staff Report - tentative Budget 21-22
Resolution Number 21-67 tentative Budget

4.11 Resolution Number 21-68: Annexation Agreement and Developers Agreement to Provide Water Service Outside the City Limits (37326 Chicago Avenue, Umatilla)

Staff Report #21-0242 - Html,Staff Report #21-0242 - Html
Resolution No. 21-68 Haynes Outside Water
Haynes - Annexation Agreement
Haynes - Developers Agreement

4.12 Resolution Number 21-69: Approval of collective bargaining agreement with Eustis Police Benevolent Association

Staff Report #21-0245 - Html
Staff Report - Resolution No. 21-69
Res. 21-69
Eustis PBA 2021-2024 clean copy

SECOND READING

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

Staff Report #21-0248 - Html
Staff Report Ordinance No. 21-23
Ordinance No. 21-23 LDR Amendment
Chapter 118 LDR Amendment 8-19-21 Clean Copy

FIRST READING

4.14 Ordinance Number 21-22: Comprehensive Plan Text Amendment

Staff Report #21-0244 - Html
Ordinance No 21-22 Comp Plan Text Amend
Exhibits A thru H Clean Copy 9-3-21
Exhibits A thru H Redline-Strikethru 9-3-21
Exhibit I 2035 Future Land Use Map
Exhibit J Map 19 Proposed for Deletion
Ordinance Number 21-22 Staff Report

5. OTHER BUSINESS

5.1 Discussion regarding possible annexation litigation against Lake County
Staff Report #21-0246 - Html,Staff Report #21-0246 - Html

6. FUTURE AGENDA ITEMS

7. COMMENTS

7.1 City Commission

7.2 City Manager

7.3 City Attorney

7.4 Mayor

8. ADJOURNMENT

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

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

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

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

Staff Report

TO: Eustis City Commission

FROM: Ronald Neibert, City Manager

DATE: September 9, 2021

RE: PRESENTATION BY SPENCER FOLMAR ON THE STATUS OF THE SPENCETF PROJECT ON CR 44

Introduction:
Spencer Follmar, Spence TF LLC, will be present to provide his required update regarding the progress on the drive-in movie theater.

Background:
Attached are the due diligence reports from the SpenceTF team.

Attachments:
Ardaman Phase II Environmental Site Assessment
Ardaman Preliminary Geotechnical Evaluation_1
Austin Environmental Ecological Site Assessment Report
Austin Environmental Wetland Boundaries
Eustis Project Final Concept Plan (002)

Reviewed by:

Ronald Neibert, City Manager	Approved - 03 Sep 2021
Mary Montez, City Clerk	Approved - 03 Sep 2021

Phase II Environmental Site Assessment

Ardaman & Associates, Inc.

Phase II Environmental Site Assessment
Approximate 74-Acre Property
North Side of County Road 44
Eustis, Lake County, Florida



Client:

SpenceTF, LLC
3911 Greenock Court
Apopka, Florida 32712

Prepared By:

Ardaman & Associates, Inc.
8008 S. Orange Avenue
Orlando, Florida 32809
(407) 855-3860

Ardaman File No. 20-6647A

www.Ardaman.com

August 25, 2021

TABLE OF CONTENTS

Chapter	Title	Page
1.0	**INTRODUCTION**	1
	1.1 Site Location and Description	1
	1.2 Background Information	2
2.0	**FIELD EXPLORATION AND SAMPLING PROGRAM**	2
3.0	**TEST RESULTS AND DISCUSSION**	4
4.0	**CONCLUSIONS AND RECOMMENDATIONS**	5
5.0	**CLOSURE**	5

Tables:

1	OVA Soil Screening Results
2	Soil Analytical Results – VOCs, PAHs, PCBs and Metals
2A	Soil Analytical Results – TRPH Speciation (MADEP Method)
2B	Soil Analytical Results – Benzo(a)pyrene Conversion Table
3	Soil Analytical Results – Pesticides
4	Groundwater Analytical Results – VOCs, PAHs and TRPH
5	Groundwater Analytical Results – Pesticides, Metals and PCBs

Figures:

1	Site Location Map
2	Aerial Photograph of Subject Property
3	Test Pit Location Plan

Appendices:

I	Analytical Results

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

August 25, 2021
File No. 20-6647A

SpenceTF, LLC
3911 Greenock Court
Apopka, Florida 32712

Attention: Mr. Spencer T. Folmar
sfolmar@flagshipcg.com

Subject: Phase II Environmental Site Assessment
Approximate 74-Acre Property
North Side of County Road 44
Eustis, Lake County, Florida

Dear Mr. Folmar:

As requested and authorized, Ardaman & Associates, Inc. (Ardaman) has completed a Phase II Environmental Site Assessment for the subject site. The purpose of this study was to explore soil and groundwater at the subject site relative to the on-site Recognized Environmental Condition (REC) identified in Ardaman's November 2, 2020 Phase I Environmental Site Assessment report. This report documents our findings and presents our conclusions.

1.0 INTRODUCTION

1.1 Site Location and Description

The subject property consists of five parcels totaling approximately 74-acres located on the north side of County Road (CR) 44 in Eustis, Lake County, Florida. The property is undeveloped grassed and wooded land currently used as pastureland. The property is situated in Sections 35 and 36, Township 18 South, Range 27 East. The approximate site location is superimposed on the Umatilla, Florida USGS Quadrangle Map presented as the Site Location Map, Figure 1. An aerial photograph of the subject property is shown on Figure 2.

1.2 Background Information

Ardaman prepared a Phase I Environmental Assessment of the subject property, dated November 2, 2020 (Ardaman File No. 20-6647). The following Recognized Environmental Condition was cited:

- The subject property was listed as a permitted C&D debris solid waste facility in the 1990s. Very little information was available from FDEP regarding the facility other than the facility was used to dispose of concrete, store construction materials for the City and had a compost pile. City representatives indicated the property was used to store dirt and burn brush and landscape debris.

  City representatives also indicated that the southwestern subject parcel was split and previously included land on the south side of CR 44. Mr. Carrino believes this is where the solid waste facility may have been located. However, numerous piles of uncontrolled fill were observed in aerial photographs from the 2000s and on portions

of the subject property during the site reconnaissance. These piles were not observed on the parcel that was split south of CR 44, but were noted on the east side of the subject property. The fill contained concrete, asphalt and brick rubble. The origin of the fill and what else the fill may contain in unknown and the presence of the uncontrolled fill on the property is considered an environmental concern.

Phase II sampling and testing was recommended to explore the fill for debris and contaminants.

2.0 FIELD EXPLORATION AND SAMPLING PROGRAM

The field exploration program for this Phase II ESA relative to the above-listed on-site REC consisted of 1) conducting fourteen test pits, 2) performing field screening and soil-gas screening on soil samples obtained from the test pits, 3) obtaining soil samples for laboratory analysis, 4) installing three temporary monitoring wells and 5) obtaining groundwater samples from the temporary wells for laboratory analysis. The field exploration program was conducted between June 22 and July 22, 2021.

Test Pits, Soil Screening and Analysis

The fill with debris appeared to cover approximately 11 acres and it would not be practical to observe every yard of fill; therefore, a total of 14 test pits, labeled as “test holes”, TH-1 through TH-14, were performed on June 22, 2021 to explore the fill for debris and contaminants. The semi-random test pit locations, as shown on Figure 3, were determined in the field using georeferenced coordinates obtained from Google Earth Pro and uploaded to a Trimble GPS capable of sub-meter accuracy. The test pits were excavated to depths ranging from 4 to 10 feet bls. The majority of the test pits were excavated to a depth of 6 feet bls using a small-tracked excavator. Some of the test pits were excavated on mounded areas while others were excavated on ground surface generally level with the natural ground; however, all test pits were excavated at least one foot into the native soils. All depths are relative to the ground surface at each test pit. The test pits were backfilled with the soil removed from the test pits.

The material from the test pits was observed for debris and soil samples were obtained from the test pits and/or from hand auger borings conducted within the test pits at approximately 2-foot intervals for soil-gas screening. The samples were placed in 16-ounce sample jars (half filled). The gas in the headspace above the soil in the jars was analyzed using a Photovac MicroFid organic vapor analyzer (OVA) with and without a charcoal filter. The meter on the OVA was visually monitored and the maximum readings obtained over a 15-20 second time increment were recorded. The charcoal filter is designed to adsorb volatile organics with exception of background methane. The net reading represents net hydrocarbons not due to naturally occurring organics. While in the survey mode, the OVA is calibrated to 95 parts per million methane in air, and zero air.

Visual observation and screening results are summarized in Table 1. Debris was encountered in test pits TH-2 and TH-4 through TH-12. Net OVA readings ranged from 0 to 4 ppm. No chemical staining or odors were noted in the soil samples from the test pits. Groundwater was not encountered in the test pits which were conducted June 22, 2021. The soil was very clayey and not much rainfall occurred prior to the test pitting. Temporary wells were later installed with a drill rig at test pits TH-4, 9 and 10, as discussed below.

Six composite soil samples were obtained for laboratory analysis. The soil subsamples were obtained at depths of 1 to 2 feet in test pits TH-4, 5, 9, 10, 12 and 14. The soil samples were submitted to Enco Laboratories for analysis of semi-volatile organic compounds (SVOCs) by EPA Method 8270, Total Recoverable Petroleum Hydrocarbons (TRPH) by the FL-PRO Method, PCBs by EPA Method 8082, chlorinated pesticides by EPA Method 8081 and RCRA 8 metals (arsenic,

barium, cadmium, chromium, lead, mercury, selenium and silver) by EPA Methods 6020 and 7471. Six grab samples were also obtained for analysis of volatile organic compounds (VOCs) by EPA Method 8260D.

As discussed below, TRPH was detected above soil cleanup target levels (SCTLs) in soil samples from test pits TH-4 and TH-9 at a depth of 1 foot bls and additional field sampling was conducted on July 20, 2021. Since the test pits has been filled back in, hand augers were conducted on four sides of test pits 4 and 9 to a depth of 1 foot bls. The four subsamples obtained from each pit at this depth were composited (Pit-4-Comp-1 and Pit-9-Comp-1) and submitted to Enco Laboratories for analysis of TRPH and TRPH speciation by the MADEP Method.

Additionally, on July 20, 2021, four hand auger borings were conducted in the north, south, east and west directions from test pits TH-4 and TH-9 for visual examination and laboratory analysis to explore whether the TRPH found in tests pits 4 and 9 may be indicative of more significant contamination in the immediate vicinity of the test pits. The samplers were decontaminated with Alconox (detergent) and freshwater and rinsed with deionized water to prevent cross-contamination prior to commencing each boring.

One soil sample was obtained approximately 25 feet north of test pit TH-9 at a depth of 1 foot bls (Pit-9-25N-1) due to a strange odor, and another soil sample was obtained approximately 60 feet south of test pit TH-4 at a depth of 1 foot bls (Pit-4-60S-1) due to a dark gray organic stain. The soil samples were submitted to Enco Laboratories for analysis of volatile organic aromatics (VOAs) by EPA Method 8260, polynuclear aromatic hydrocarbons (PAHs) by EPA Method 8270 and Total Recoverable Petroleum Hydrocarbons (TRPH) by the FL-PRO Method.

Groundwater Sampling and Analysis

Temporary monitoring wells Pit-4, Pit-9 and Pit-10 were installed in test pits TH-4, 9 and 10, respectively. The test pit/well locations are shown on Figure 3. The 2-inch diameter PVC wells were installed on July 20, 2021 using a drill rig and hollow-stem auger drilling techniques. The wells were installed to depths of approximately 5 to 10 feet bls with 5 feet of 0.010-inch factory-slotted well screen. Groundwater was encountered in wells Pit-4, 9 and 10 at depths of approximately 4.0 feet, 1.7 feet, 0.9 feet and 2.7 feet bls, respectively.

Groundwater samples were collected from Pit-4, 9 and 10 on July 22, 2021. Approximately 3 to 5 well volumes were purged from the wells. No free product or sheen was observed in the wells or on the purged water. The groundwater samples were submitted to Enco Laboratories for analysis of VOCs by EPA Method 8260, chlorinated pesticides by EPA Method 8081, PCBs by EPA Method 8082, SVOCs by EPA Method 8270, TRPH by the FL-PRO Method and RCRA 8 metals by EPA Methods 6020 and 7471. A copy of the chain of custody and the complete analytical results are included in Appendix I. Groundwater analytical results are discussed below.

3.0 TEST RESULTS AND DISCUSSION

Visual Observation and Soil Screening Results

Soil-gas screening results are presented in Table 1. The soils encountered in the borings consisted primarily of fine sand with varying amounts of silt with sandy clay generally encountered from 4 feet to the pit bottom.

As shown in Table 1, debris was encountered in test pits TH-2 and TH-4 through TH-12. The debris encountered in the test pits included concrete, brick, metal, plastic, rebar and/or wood from the ground surface to depth up to 4 feet, but generally in the upper 2 feet and/or only on the surface. Net OVA readings were relatively low and ranged from 0 to 4 ppm. The soil samples were also observed for staining, odor, bleaching or other indications of hazardous materials that may have been disposed of in association with the fill. No visual or olfactory indication of any hazardous materials, substances, staining or odor was observed in the soil samples obtained from the test pits.

Soil Analysis Results

Soil samples TH-4-1, TH-5-2, TH-9-1, TH-10-1, TH-12-1 and TH-14-2 were obtained at depths of 1 to 2 feet bls from test pits TH-4, 5, 9, 10, 12 and 14, respectively. The laboratory analytical report for soil samples TH-4-1, TH-5-2, TH-9-1, TH-10-1, TH-12-1 and TH-14-2 is included in Appendix I. Tables 2 and 3 summarizes the laboratory analytical results.

No contaminants were detected above their FAC Chapter 62-777 Soil Cleanup Target Levels (STCLs) in soil samples TH-5-2, TH-10-1, TH-12-1 and TH-14-2. No contaminants were detected above their STCLs in soil samples TH-4-1 and TH-9-1 other than TRPH. TRPH was detected in soil sample TH-4-1 and TH-9-1 at 630 mg/Kg and 470 mg/Kg, respectively, which exceeds the residential, direct exposure-based SCTL (RSCTL) of 460 mg/Kg, but not the industrial SCTL (ISCTL) of 2,500 mg/Kg.

Due to the detection of TRPH above RSCTLs in the samples from test pits TH-4 and TH-9, additional soil samples were obtained. Composite samples from four locations around the perimeter of test pits TH-4 and TH-9 were obtained at a depth of 1 foot bls for analysis of TRPH and TRPH aromatic and aliphatic fractions using the MADEP method (MAVPH and MAEPH). The laboratory analytical report for soil samples Pit-4-Comp-1 and Pit-9-Comp-1 is included in Appendix I. Table 2A summarizes the laboratory analytical results.

TRPH was detected in samples Pit-4-Comp-1 and Pit-9-Comp-1 at 180 mg/Kg and 75 mg/Kg, respectively, which is below the SCTL. The TRPH aliphatic and aromatic fractions also did not exceed their individual target levels. Since the TRPH could not be confirmed over the RSCTL at TH-4 and TH-9, the presence of TRPH in these areas does not seem to be significant, though untested pockets may have more elevated levels of TRPH.

To explore whether the TRPH found in tests pits TH-4 and 9 was not the edge of more significant contamination, additional borings were conducted to observe soils surrounding the pits for odor and staining. Soil samples were obtained from two locations at a depth of 1 foot bls, one approximately 60 feet south of test pit 4 and approximately 25 feet north of test pit 9. The laboratory analytical report for soil samples Pit-4-60S-1 and Pit-9-25N-1 is included in in Appendix I. Tables 2 and 2B summarizes the laboratory analytical results.

Benzo(a)pyrene equivalents (BPe) were detected in soil samples Pit-4-60S-1 and Pit-9-25N-1 at 0.3 mg/Kg and 0.1 mg/Kg, respectively. The RSCTL for BPe is 0.1 mg/Kg. Therefore, the BPe

in soil sample Pit-9-25N-1 did not exceed the RSCTL; however, the BPe in soil sample Pit-4-60S-1 did exceed the RSCTL, but not the ISCTL of 0.7 mg/Kg.

Groundwater Analysis Results

The laboratory analytical report for the groundwater samples obtained from temporary wells Pit-4, Pit-9 and Pit-10 is included in Appendix I and is summarized in Tables 4 and 5. As shown in Tables 4 and 5, no contaminants tested for were detected above their respective groundwater cleanup target levels (GCTLs) in the groundwater samples from wells Pit-4, Pit-9 or Pit-10.

4.0 CONCLUSIONS AND RECOMMENDATIONS

Test pits were excavated over an approximately 11-acre area with fill and debris to explore the debris and potential contamination associated with the fill and debris. The fourteen test pits were excavated to depths of 4 to 10 feet for visual observation and screening. Debris was encountered in test pits TH-2 and TH-4 through TH-12 and included concrete, brick, metal, plastic, rebar and/or wood from the ground surface to depth up to 4 feet, but generally in the upper 2 feet and/or only at the surface. Net OVA readings were very low, ranging from 0 to 4 ppm. No indication of any hazardous materials, substances, chemical staining or chemical odor was observed in the soil samples obtained from the test pits.

Six soil samples were obtained in June 2021 at depths of 1 to 2 feet from the surface. TRPH was detected above the RSCTL in samples from test pits TH-4 and 9 (samples TH-4-1 and TH-9-1). Since the test pits were filled after obtaining the initial soil samples, soil subsamples were obtained from four locations around test pits 4 and 9 at a depth of 1 foot and composited. The samples were analyzed for TRPH and TRPH species. Both samples Pit-4-Comp-1 and Pit-9-Comp-1 contained TRPH, but below the SCTLs and the aromatic and aliphatic fractions did not exceed their respective SCTLs. These soils are not considered contaminated at levels requiring action since the presence of TRPH over target levels could not be confirmed.

The areas surrounded test pits TH-4 and 9 were explored for petroleum and chemical odor and staining. Two soil samples were obtained at a depth of 1 foot bls due to odor or staining. BPe was detected in both soil samples (Pit-4-60S-1 and Pit-9-25N-1); however, BPe only exceeded the RSCTL in soil sample Pit-4-60S-1, obtained approximately 60 feet south of test pit TH-4.

Three temporary monitoring wells were installed in test pits 4, 9 and 10. Analysis of the groundwater samples from temporary wells Pit-4, Pit-9 and Pit-10 did not indicate the presence of contaminants tested for in excess of groundwater cleanup target levels.

Based on the results of our Phase II Environmental Site Assessment, as discussed herein, debris was encountered in the majority of the test pits in the upper 4 feet but generally in the upper 2 feet. Analytical testing indicated that fill soil appears to be impacted with petroleum constituents, possibly from used oil in the fill. TRPH could not be confirmed to be present over target levels but was detected in the majority of samples. One of the two BPe concentrations detected in the soil samples exceeds the RSCTL. The test pit samples do not show the extent of BPe is wide spread. However, further testing is recommended in the vicinity of sampling location PIT-4-60S to explore the extent of BPe over target levels.

5.0 CLOSURE

This report presents the results of Ardaman & Associates, Inc.'s Phase II Environmental Site Assessment, as described herein, and is intended for use by Spence TF, LLC. It was prepared in accordance with our agreement for consulting services.

The analyses and conclusions submitted in this report are based on the data obtained from our field and laboratory program, as discussed in this report. This study is a focus study limited to the specific methods of investigation. Soil and groundwater contamination results would only be applied to the diameter and vertical reaches of the boreholes and wells on the date tested. Our scope of services for this phase of the project was designed to preliminarily test the site relative to the topics stated above.

It has been a pleasure assisting you with this project. Should you have any questions regarding this report, or if we may be of any further assistance, please contact us.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950

for CRS
Kathryn B. Minter
Geologist

Carl R. Stephens, P.E.
Senior Project Engineer

KBM/CRS/kbm
20-6647A EAII kbm (2020 Env.)

TABLES

TABLE 1: SUMMARY OF SOIL GAS SCREENING RESULTS

Description: 74-Acre Property, North Side of CR 44
Facility Address: Eustis, Lake County, Florida

Sample Location Data				Soil Sample OVA Data (FID)			Odor?	Test Hole Description
Test Hole Number (with GPS coordinates)	Date Conducted	Depth to Water (ft.)	Sample Depth (ft.)	Total Reading	Filtered Reading	Net Reading		
TH-1	6/22/2021	GNE	2	0	0	0	none	brown-orange fine sand
N 28.8759			4	0	0	0	none	gray fine sand with silt
W 81.6738			6	0	0	0	none	gray-brown sandy clay
								NO DEBRIS ENCOUNTERED
TH-2	6/22/2021	GNE	2	2	0	2	none	brown fine sand with silt
N 28.8763			4	0	0	0	none	brown fine sand with silt
W 81.6736			6	0	0	0	none	light gray fine sand
								SOME CONCRETE DEBRIS FROM 0 TO 4 FEET
TH-3	6/22/2021	GNE	2	2	0	2	none	brown fine sand with silt to 2.5 feet
N 28.8770			4	0	0	0	none	gray brown fine sand 2.5 to 5 feet
W 81.6744			6	0	0	0	none	dark brown silty fine sand 5 to 7 feet
								NO DEBRIS ENCOUNTERED
TH-4	6/22/2021	GNE	2	0	0	0	none	brown fine sand with silt to 1.5 feet
N 28.8775			4	0	0	0	none	light gray fine sand 1.5 to 5 feet
W 81.6745			6	0	0	0	none	brown fine sand 5 to 6 feet
								SMALL AMOUNTS OF CONCRETE/BRICK/METAL FROM 0 TO 1.5 FEET
TH-5	6/22/2021	GNE	2	0	0	0	none	brown fine sand with clay to 2.5 feet
N 28.8770			4	0	0	0	none	light gray fine sand from 2.5 feet
W 81.6752			6	4	0	4	none	light gray fine sand to 6 feet
								SMALL AMOUNTS OF CONCRETE/BRICK/METAL FROM 0 TO 2.5 FEET
TH-6	6/22/2021	GNE	2	0	0	0	none	brown fine sand with silt to 1 foot
N 28.8765			4	0	0	0	none	light gray fine sand
W 81.6749			6	0	0	0	none	light gray fine sand
								3 CHUNKS OF CONCRETE FROM 0 TO 1 FOOT
TH-7	6/22/2021	GNE	2	0	0	0	none	gray fine sand with silt
N 28.8768			4	0	0	0	none	light gray fine sand to 5 feet
W 81.6757			6	0	0	0	none	brown clay with sand from 5 to 6 feet
								SMALL AMOUNTS OF PLASTIC/CONCRETE/BRICK FROM 0 TO 2 FEET
TH-8	6/22/2021	GNE	2	2	0	2	none	brown fine sand with silt
N 28.8767			4	0	0	0	none	light gray fine sand
W 81.6762			6	0	0	0	none	gray-orange clay with sand
								8 LARGE CHUNKS OF CONCRETE FROM 0 TO 2 FEET
TH-9	6/22/2021	GNE	2	0	0	0	none	brown fine sand with silt
N 28.8772			4	0	0	0	none	light gray fine sand
W 81.6764			6	0	0	0	none	gray-orange sandy clay
								CONCRETE RUBLLE ON SURFACE, VERY LITTLE CONCRETE IN UPPER 2 FEET
TH-10	6/22/2021	GNE	2	0	0	0	none	brown fine sand with silt
N 28.8762			4	0	0	0	none	light gray fine sand
W 81.6757			6	0	0	0	none	gray-orange sandy clay
								SOME CONCRETE, VERY LITTLE WOOD FROM 0 TO 2 FEET
TH-11	6/22/2021	GNE	2	6	4	2	none	brown fine sand with silt to 3 feet
N 28.8761			4	0	0	0	none	light gray fine sand from 3 to 4.5 feet
W 81.6748			6	0	0	0	none	gray-orange clay from 4.5 to 10 feet
								PLASTIC/CONCRETE/REBAR.WOOD ENCOUNTERED FROM 0 TO 3 FEET

TABLE 1: SUMMARY OF SOIL GAS SCREENING RESULTS

Description: 74-Acre Property, North Side of CR 44
Facility Address: Eustis, Lake County, Florida

Sample Location Data				Soil Sample OVA Data (FID)			Odor?	Test Hole Description
Test Hole Number (with GPS coordinates)	Date Conducted	Depth to Water (ft.)	Sample Depth (ft.)	Total Reading	Filtered Reading	Net Reading		
TH-12	6/22/2021	GNE	2	0	0	0	none	orange fine sand
N 28.8765			4	0	0	0	none	light gray fine sand
W 81.6743			6	0	0	0	none	dark gray sandy clay to 5 feet
								dark gray clay from 5 to 10 feet
								CONCRETE RUBBLE ON SURFACE, NO DEBRIS ENCOUNTERED BELOW SURFACE
TH-13	6/22/2021	GNE	2					brown fine sand
N 28.8763			4					brown fine sand
W 81.6741			6					dark gray silty fine sand to 5 feet, light gray fine sand to 6 feet
								NO DEBRIS ENCOUNTERED
TH-14	6/22/2021	GNE	2					brown fine sand
N 28.8759			4					brown fine sand to 3 feet, gray clay with sand to 4 feet
W 81.6746								NO DEBRIS ENCOUNTERED

Note: GNE - groundwater not encountered

TABLE 2: SUMMARY OF SOIL SAMPLE ANALYTICAL RESULTS-VOCs, PAHs, Metals and PCBs

Description: 74-Acre Property, North Side of CR 44
Facility Address: Eustis, Lake County, Florida

Not Analyzed = NA
Not Sampled = NS
Analytical Results = mg/Kg
SPLP = A Site Specific SPLP Must Be Performed

Concentration Above RSCTL
Concentration Above LSCTL
Concentration Above ISCTL

	Sample Name	TH-4-1/TH-4	TH-5-2/TH-5	TH-9-1/TH-9	TH-10-1/TH-10	TH-12-1/TH-12	TH-14-2/TH-14		FAC 62-777 Soil Cleanup Target Level, Direct Exposure - Residential	FAC 62-777 Soil Cleanup Target Level, Direct Exposure - Industrial	FAC 62-777 Soil Cleanup Target Level - Groundwater Leachability
	Sample Location	TH-4	TH-5	TH-9	TH-10	TH-12	TH-14				
	Sample Depth (feet)	1	2	1	1	1	2				
	Sample Net OVA Reading	0	0	0	0	0	-				
	Water Table Depth (feet)	GNE	GNE	GNE	GNE	GNE	GNE				
	Date Obtained	6/22/2021	6/22/2021	6/22/2021	6/22/2021	6/22/2021	6/22/2021				
PETROLEUM PRODUCTS' CONTAMINANTS OF CONCERN	Benzene	0.00053 U	0.00052 U	0.00053 U	0.00052 U	0.00051 U	0.00052 U		1.2	2	0.007
	Toluene	0.00053 U	0.00052 U	0.00053 U	0.00055 IV	0.00059 IV	0.00054 IV		7,500	60,000	0.5
	Ethylbenzene	0.00062 U	0.00061 U	0.00061 U	0.00060 U	0.00060 U	0.00061 U		1,500	9,200	0.6
	Xylenes, total	0.0012 U	0.0011 U	0.0012 U	0.0011 U	0.0011 U	0.0012 U		130	700	0.2
	Methyl tert-butyl ether (MTBE)	0.00067 U	0.00066 U	0.00066 U	0.00065 U	0.0007 U	0.00066 U		4,400	24,000	0.09
	Acenaphthene	0.14 U	0.14 U	0.14 U	0.14 U	0.13 U	0.16 U		2,400	20,000	2.1
	Acenaphthylene	0.13 U	0.13 U	0.13 U	0.13 U	0.12 U	0.15 U		1,800	20,000	27
	Anthracene	0.16 U	0.16 U	0.16 U	0.16 U	0.15 U	0.19 U		21,000	300,000	2,500
	Benzo(a)anthracene	0.14 U	0.14 U	0.14 U	0.14 U	0.13 U	0.16 U		1.3	6.6	0.8
	Benzo(a)pyrene	0.084 U	0.083 U	0.086 U	0.086 U	0.080 U	0.096 U		0.1	0.7	8
	Benzo(b)fluoranthene	0.12 U	0.12 U	0.12 U	0.12 U	0.11 U	0.14 U		1.3	6.5	2.4
	Benzo(ghi)perylene	0.17 U	0.17 U	0.18 U	0.18 U	0.16 U	0.20 U		2,500	52,000	32,000
	Benzo(k)fluoranthene	0.12 U	0.12 U	0.12 U	0.12 U	0.11 U	0.14 U		13	66	24
	Chrysene	0.14 U	0.14 U	0.14 U	0.14 U	0.13 U	0.16 U		130	640	77
	Dibenzo(ah)anthracene	0.15 U	0.15 U	0.15 U	0.15 U	0.14 U	0.17 U		0.1	0.7	0.7
	Fluoranthene	0.12 U	0.12 U	0.12 I	0.15 I	0.11 U	0.14 U		3,200	59,000	1,200
	Fluorene	0.15 U	0.15 U	0.15 U	0.15 U	0.14 U	0.17 U		2,600	33,000	160
	Indeno(1,2,3-cd)pyrene	0.15 U	0.15 U	0.15 U	0.15 U	0.14 U	0.17 U		1.3	6.6	6.6
	Naphthalene	0.13 U	0.13 U	0.13 U	0.13 U	0.12 U	0.15 U		55	300	1.2
	1-Methyl Naphthalene	0.10 U	0.10 U	0.11 U	0.11 U	0.098 U	0.12 U		200	1800	3.1
	2-Methyl Naphthalene	0.13 U	0.13 U	0.13 U	0.13 U	0.12 U	0.15 U		210	2100	8.5
	Phenanthrene	0.14 U	0.14 U	0.14 U	0.14 U	0.13 U	0.16 U		2,200	36,000	250
	Pyrene	0.12 U	0.12 U	0.12 U	0.130 i	0.11 U	0.12 U		2,400	45,000	880
	Benzo(a)pyrene equivalent (BPe)	0.0	0.0	0.0	0.0	0.0	0.0		0.1	0.7	--
	TRPH*	630	67	470	110	3.5 U	4.2 U		460	2,700	340
	Arsenic	0.344 U	0.340 U	0.352 U	0.352 U	0.327 U	0.395 U		2.1	12.0	SPLP
	Barium	12.8	11.7	11.7	14.2	2.19	3.70		120	130,000	1,600
	Cadmium	0.0103 U	0.0102 U	0.0119 I	0.0105 U	0.00980 U	0.0119 U		82	1,700	7.5
	Chromium (Total)	3.90	4.62	3.63	4.32	2.04	3.79		210	470	38
	Mercury	0.0474	0.0539	0.0459	0.0477	0.00363 U	0.00707 I		3	17	2.1
	Selenium	0.441 U	0.436 U	0.451 U	0.451 U	0.418 U	0.506 U		440	11,000	5.2
	Silver	0.108 U	0.106 U	0.110 U	0.110 U	0.102 U	0.123 U		410	8,200	17
	Lead	12.7	13.3	20.7	25.6	0.801	1.96		400	1,400	SPLP
OTHER	PCBs-Aroclor 1016	0.015 U	0.015 U	0.015 U	0.015 U	0.014 U	0.017 U		0.5	2.6	--
	PCBs-Aroclor 1221	0.015 U	0.015 U	0.015 U	0.015 U	0.014 U	0.017 U		0.5	2.6	--
	PCBs-Aroclor 1232	0.015 U	0.015 U	0.015 U	0.015 U	0.014 U	0.017 U		0.5	2.6	--
	PCBs-Aroclor 1248	0.016 U	0.016 U	0.016 U	0.016 U	0.015 U	0.019 U		0.5	2.6	--
	PCBs-Aroclor 1254	0.017 U	0.017 U	0.018 U	0.018 U	0.016 U	0.020 U		0.5	2.6	--
	PCBs-Aroclor 1260	0.012 U	0.012 U	0.012 U	0.012 U	0.011 U	0.014 U		0.5	2.6	--
	Chloroethane	0.00071 U	0.00070 U	0.00071 U	0.00070 U	0.00069 U	0.00070 U		3.9	5.4	0.06
	Chloroform	0.00065 U	0.00064 U	0.00064 U	0.00063 U	0.00063 U	0.00064 U		0.4	0.6	0.4
	Acetone	0.0058 U	0.0057 U	0.0058 U	0.0057 U	0.0057 U	0.0058 U		11,000	68,000	25
	1,1-Dichloroethane	0.00053 U	0.00052 U	0.00053 U	0.00052 U	0.00051 U	0.00052 U		390	2100	0.4
	1,1-Dichloroethene	0.00066 U	0.00065 U	0.00065 U	0.00064 U	0.00064 U	0.00065 U		95	510	0.06
	Methylene Chloride	0.0069 U	0.0068 U	0.0068 U	0.0068 U	0.0067 U	0.0068 U		17	26	0.02
	Tetrachloroethene	0.00071 U	0.00070 U	0.00071 U	0.00070 U	0.00069 U	0.00070 U		8.8	18	0.03
	Trichloroethene	0.00064 U	0.00063 U	0.00063 U	0.00062 U	0.00062 U	0.00063 U		6.4	9.3	0.03
	1,1,1-Trichloroethane	0.00053 U	0.00052 U	0.00053 U	0.00052 U	0.00051 U	0.00052 U		730	3900	1.9
	Vinyl Chloride	0.00047 U	0.00046 U	0.00046 U	0.00046 U	0.00045 U	0.00046 U		0.2	0.8	0.007
	cis-1,2-Dichloroethene	0.00068 U	0.00067 U	0.00067 U	0.00067 U	0.00066 U	0.00067 U		33	180	0.4
	trans-1,2-Dichloroethene	0.00073 U	0.00072 U	0.00073 U	0.00072 U	0.00071 U	0.00072 U		53	290	0.7
	1,2-Dichloropropane	0.00063 U	0.00062 U	0.00062 U	0.00061 U	0.00061 U	0.00062 U		0.6	0.9	0.03
	Isopropylbenzene	0.00057 U	0.00056 U	0.00057 U	0.00056 U	0.00056 U	0.00056 U		220	1200	0.2
	4-Isopropyltoluene	0.00081 U	0.00079 U	0.0071 U	0.00079 U	0.00078 U	0.00079 U		960	5600	--
	1,2,4-Trimethylbenzene	0.00072 U	0.00071 U	0.00072 U	0.00071 U	0.00070 U	0.00071 U		18	95	0.3
	1,3,5-Trimethylbenzene	0.00063 U	0.00062 U	0.00062 U	0.00061 U	0.00061 U	0.00062 U		15	80	0.3

I = The reported value is between the laboratory method detection limit (MDL) and the practical quantitation limit (PQL).
U = Compound was analyzed for but not detected. V - Analyte was detected in both the sample and the associated method blank.
GNE - Groundwater not encountered.
* - See Table 2A for additional TRPH data including MADEP speciation.

TABLE 2: SUMMARY OF SOIL SAMPLE ANALYTICAL RESULTS-VOCs, PAHs, Metals and PCBs

Description: 74-Acre Property, North Side of CR 44
Facility Address: Eustis, Lake County, Florida

Not Analyzed = NA
Not Sampled = NS
Analytical Results = mg/Kg
SPLP = A Site Specific SPLP Must Be Performed

Concentration Above RSCTL
Concentration Above LSCTL
Concentration Above ISCTL

	Sample Name	PIT-9-25N-1	PIT-4-60S-1						FAC 62-777 Soil Cleanup Target Level, Direct Exposure - Residential	FAC 62-777 Soil Cleanup Target Level, Direct Exposure - Industrial	FAC 62-777 Soil Cleanup Target Level - Groundwater Leachability
	Sample Location	25' N Pit 9	60' S Pit 4								
	Sample Depth (feet)	1	1								
	Sample Net OVA Reading	-	-								
	Water Table Depth (feet)	GNE	GNE								
	Date Obtained	7/20/2021	7/20/2021								
PETROLEUM PRODUCTS' CONTAMINANTS OF CONCERN	Benzene	0.00056 U	0.00081 U						1.2	2	0.007
	Toluene	0.00084 IV	0.00081 U						7,500	60,000	0.5
	Ethylbenzene	0.00065 U	0.00094 U						1,500	9,200	0.6
	Xylenes, total	0.0012 U	0.0018 U						130	700	0.2
	Methyl tert-butyl ether (MTBE)	0.00071 U	0.00010 U						4,400	24,000	0.09
	Acenaphthene	0.028 U	0.034 U						2,400	20,000	2.1
	Acenaphthylene	0.028 U	0.034 U						1,800	20,000	27
	Anthracene	0.026 U	0.048						21,000	300,000	2,500
	Benzo(a)anthracene	0.079	0.20						1.3	6.6	0.8
	Benzo(a)pyrene	0.076	**0.20**						0.1	0.7	8
	Benzo(b)fluoranthene	0.12	0.32						1.3	6.5	2.4
	Benzo(ghi)perylene	0.061	0.16						2,500	52,000	32,000
	Benzo(k)fluoranthene	0.031 I	0.081						13	66	24
	Chrysene	0.070	0.18						130	640	77
	Dibenzo(ah)anthracene	0.029 U	0.036 I						0.1	0.7	0.7
	Fluoranthene	0.15	0.37						3,200	59,000	1,200
	Fluorene	0.026 U	0.031 U						2,600	33,000	160
	Indeno(1,2,3-cd)pyrene	0.052	0.13						1.3	6.6	6.6
	Naphthalene	0.037 U	0.045 U						55	300	1.2
	1-Methyl Naphthalene	0.034 U	0.041 U						200	1800	3.1
	2-Methyl Naphthalene	0.034 U	0.041 U						210	2100	8.5
	Phenanthrene	0.056	0.14						2,200	36,000	250
	Pyrene	0.12	0.32						2,400	45,000	880
	Benzo(a)pyrene equivalent (BPe)*	0.1	**0.3**						0.1	0.7	--
	TRPH	78	220						460	2,700	340
	Arsenic	NS	NS						2.1	12.0	SPLP
	Barium	NS	NS						120	130,000	1,600
	Cadmium	NS	NS						82	1,700	7.5
	Chromium (Total)	NS	NS						210	470	38
	Mercury	NS	NS						3	17	2.1
	Selenium	NS	NS						440	11,000	5.2
	Silver	NS	NS						410	8,200	17
	Lead	NS	NS						400	1,400	SPLP
OTHER	PCBs-Aroclor 1016	NS	NS						0.5	2.6	--
	PCBs-Aroclor 1221	NS	NS						0.5	2.6	--
	PCBs-Aroclor 1232	NS	NS						0.5	2.6	--
	PCBs-Aroclor 1248	NS	NS						0.5	2.6	--
	PCBs-Aroclor 1254	NS	NS						0.5	2.6	--
	PCBs-Aroclor 1260	NS	NS						0.5	2.6	--
	Chloroethane	NS	NS						3.9	5.4	0.06
	Chloroform	NS	NS						0.4	0.6	0.4
	Acetone	NS	NS						11,000	68,000	25
	1,1-Dichloroethane	NS	NS						390	2100	0.4
	1,1-Dichloroethene	NS	NS						95	510	0.06
	Methylene Chloride	NS	NS						17	26	0.02
	Tetrachloroethene	NS	NS						8.8	18	0.03
	Trichloroethene	NS	NS						6.4	9.3	0.03
	1,1,1-Trichloroethane	NS	NS						730	3900	1.9
	Vinyl Chloride	NS	NS						0.2	0.8	0.007
	cis-1,2-Dichloroethene	NS	NS						33	180	0.4
	trans-1,2-Dichloroethene	NS	NS						53	290	0.7
	1,2-Dichloropropane	NS	NS						0.6	0.9	0.03
	Isopropylbenzene	NS	NS						220	1200	0.2
	4-Isopropyltoluene	NS	NS						960	5600	--
	1,2,4-Trimethylbenzene	NS	NS						18	95	0.3
	1,3,5-Trimethylbenzene	NS	NS						15	80	0.3

I = The reported value is between the laboratory method detection limit (MDL) and the practical quantitation limit (PQL).
U = Compound was analyzed for but not detected. V - Analyte was detected in both the sample and the associated method blank.
GNE - Groundwater not encountered.
* - See Table 2B for the BPe conversion table.

TABLE 2A: SUMMARY OF TRPH SPECIATION (BY MASSACHUSETTS METHOD) SOIL SAMPLE ANALYTICAL RESULTS

Facility Name: 74-Acre Property, North Side of CR 44
Facility Address: Eustis, Lake County, Florida

Not Analyzed = NA
Not Sampled = NS
Analytical Results = mg/Kg
SPLP = A Site Specific SPLP Must Be Performed

Concentration Above RSCTL
Concentration Above LSCTL
Concentration Above ISCTL

Sample Name	PIT-9-COMP-1	PIT-4-COMP-1			FAC 62-777 Soil Cleanup Target Level, Direct Exposure - Residential	FAC 62-777 Soil Cleanup Target Level, Direct Exposure - Industrial	FAC 62-777 Soil Cleanup Target Level - Groundwater Leachability
Sample Location	PIT 9	PIT 4					
Sample Depth (feet)	1	1					
Sample Net OVA Reading	-	-					
Water Table Depth (feet)	-	-					
Date Obtained	7/20/2021	7/20/2021					
C_9-C_{10} Aromatics	0.417 U	0.397 U			560	3,400	380
C_{11}-C_{22} Aromatics	7.4 I	12 I			1,800	15,000	1,000
C_5-C_8 Aliphatics	0.643 U	0.612 U			7,100	38,000	960
C_9-C_{12} Aliphatics	1.30 U	1.24 U			1,700	11,000	31,000
C_9-C_{18} Aliphatics	1.4 U	1.5 U			2,900	21,000	140,000
C_{19}-C_{36} Aliphatics	3.4 U	3.6 U			42,000	280,000	--
TPH	75	180			460	2,700	340

Notes: I=Reported value is between laboratory method limit (MDL) and practical quantitation limit (PQL)
U= Indicates that the compound was analyzed for but not detected.

Table 2B: Benzo(a)pyrene Conversion Table

For Direct Exposure Soil Cleanup Target Levels

Instructions can be found below the table

Facility/Site Name:	74-Acre Property, North Side of CR 44
Site Location:	Eustis, Lake County, Florida
Facility/Site ID No.:	NA

TEF = Toxic Equivalency Factor

SCTL Type	Value	Units
Residential Direct Exposure SCTL	0.1	mg/kg
Industrial Direct Exposure SCTL	0.7	mg/kg
Alternative SCTL (Optional)		mg/kg
Site Specific Background (Optional)		mg/kg

	Soil Sample #	PIT-9-25N-1	PIT-4-60S-1								
	Sample Date	7/20/2021	7/20/2021								
	Sample Location:	PIT-9-25N	PIT-4-60S								
	Depth (ft):	1	1								
Contaminant Concentrations											
Contaminant	**TEF**	PIT-9-25N-1 (mg/kg)	PIT-4-60S-1 (mg/kg)								
Benzo(a)pyrene	1.0	0.076	0.2								
Benzo(a)anthracene	0.1	0.079	0.2								
Benzo(b)fluoranthene	0.1	0.12	0.32								
Benzo(k)fluoranthene	0.01	0.031	0.081								
Chrysene	0.001	0.07	0.18								
Dibenz(a,h)anthracene	1.0	0.0145	0.036								
Indeno(1,2,3-cd)pyrene	0.1	0.052	0.13								
Benzo(a)pyrene Equivalents											
Contaminant	**TEF**	PIT-9-25N-1 (mg/kg)	PIT-4-60S-1 (mg/kg)								
Benzo(a)pyrene	1.0	0.0760	0.2000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Benzo(a)anthracene	0.1	0.0079	0.0200	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Benzo(b)fluoranthene	0.1	0.0120	0.0320	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Benzo(k)fluoranthene	0.01	0.0003	0.0008	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Chrysene	0.001	0.0001	0.0002	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Dibenz(a,h)anthracene	1.0	0.0145	0.0360	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Indeno(1,2,3-cd)pyrene	0.1	0.0052	0.0130	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total Equivalents											
Total Benzo(a)pyrene Equivalents		**0.1**	**0.3**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**
Comparisons to SCTLs											
Does This Sample Exceed:		**PIT-9-25N-1 (mg/kg)**	**PIT-4-60S-1 (mg/kg)**								
The Residential Direct Exposure SCTL of 0.1 mg/kg?		**OK**	**EXCEEDS**	**OK**	**OK**	**OK**	**OK**	**OK**	**OK**	**OK**	**OK**
The Industrial Direct Exposure SCTL of 0.7 mg/kg?		**OK**	**OK**	**OK**	**OK**	**OK**	**OK**	**OK**	**OK**	**OK**	**OK**
No Alternative SCTL Given		**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
No Site Specific Background Given		**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**

TABLE 3: SUMMARY OF SOIL SAMPLE ANALYTICAL RESULTS-PESTICIDES

Description: **74-Acre Property, North Side of CR 44**
Facility Address: **Eustis, Lake County, Florida**

Not Analyzed = NA
Not Sampled = NS
Analytical Results = mg/Kg
Concentration Above RSCTL
Concentration Above LSCTL
Concentration Above ISCTL
U = Compound was analyzed for but not detected
SPLP = A Site Specific SPLP Must Be Performed

Sample Name	TH-4	TH-5	TH-9	TH-10	TH-12	TH-14	FAC 62-777 Soil Cleanup Target Level, Direct Exposure - Residential	FAC 62-777 Soil Cleanup Target Level, Direct Exposure - Industrial	FAC 62-777 Soil Cleanup Target Level - Groundwater Leachability
Sample Location	TH-4	TH-5	TH-9	TH-10	TH-12	TH-14			
Sample Depth (feet, bls)	1	2	1	1	1	2			
Sample Net OVA Reading	-	-	-	-	-	-			
Water Table Depth (feet, bls)*	GNE	GNE	GNE	GNE	GNE	GNE			
Date Obtained	6/22/2021	6/22/2021	4/22/2021	4/22/2021	4/22/2021	4/22/2021			
4,4'-DDD	0.0017 U	0.0017 U	0.0018 U	0.0018 U	0.0016 U	0.0020 U	4.2	22	5.8
4,4'-DDE	0.0014 U	0.0014 U	0.0015 I	0.0014 I	0.0013 U	0.0016 U	2.9	15	18
4,4'-DDT	0.0014 U	0.0014 U	0.0014 U	0.0014 U	0.0014 U	0.0016 U	2.9	15	11
Aldrin	0.0011 U	0.0011 U	0.0011 U	0.0011 U	0.0010 U	0.0013 U	0.06	0.3	0.2
alpha-BHC	0.0012 U	0.0012 U	0.0012 U	0.0012 U	0.0011 U	0.0014 U	0.1	0.6	0.0003
beta-BHC	0.0026 U	0.0025 U	0.0026 U	0.0026 U	0.0025 U	0.0030 U	0.5	2.4	0.001
Chlordane (total)	0.015 U	0.015 U	0.0016 U	0.0016 U	0.015 U	0.018 U	2.8	14	9.6
Chlordane-alpha	0.0014 U	0.0014 U	0.0029 I	0.0029 I	0.0014 U	0.0016 U	-	-	-
Chlordane-gamma	0.0016 U	0.0016 U	0.0022 I	0.0029 I	0.0016 U	0.0019 U	-	-	-
delta-BHC	0.0013 U	0.0013 U	0.0014 U	0.0014 U	0.0013 U	0.0015 U	24	490	0.2
Dieldrin	0.00096 U	0.00096 U	0.00099 U	0.00099 U	0.00092 U	0.0011 U	0.06	0.3	0.002
Endosulfan I	0.00086 U	0.00085 U	0.00088 U	0.00088 U	0.00082 U	0.00099 U	450	7600	3.8
Endrin	0.0016 U	0.0016 U	0.0016 U	0.0016 U	0.0015 U	0.0018 U	25	510	1
Heptachlor epoxide	0.0016 U	0.0016 U	0.0016 U	0.0016 U	0.0015 U	0.0018 U	0.1	0.5	0.6
Methoxychlor	0.0020 U	0.0020 U	0.0021 U	0.0021 U	0.0019 U	0.0023 U	420	8800	160
Toxaphene	0.036 U	0.036 U	0.037 U	0.037 U	0.035 U	0.042 U	0.9	4.5	31

I = The reported value is between the laboratory method detection limit (MDL) and the practical quantitation limit (PQL).
U = Compound was analyzed for but not detected
GNE - Groundwater not encountered.

TABLE 4: SUMMARY OF GROUNDWATER ANALYTICAL RESULTS-VOCs, PAHs and TRPH

Description: **74-Acre Property, North Side of CR 44**
Facility Address: **Eustis, Lake County, Florida**

Not Analyzed = NA
Not Sampled = NS
Analytical Results = µg/L

	Well ID	PIT-4	PIT-9	PIT-10					Groundwater Cleanup Target Level (GCTL)	Natural Attenuation Default Concentration (NADC)
	Test Pit Location	4	9	10						
	Screened Interval (feet, bls)	4-14	2.5-12.5	3-13						
	Date Sampled	07/22/21	07/22/21	07/22/21						
PETROLEUM PRODUCTS' CONTAMINANTS OF CONCERN	Benzene	0.71 U	0.71 U	0.71 U					1	100
	Toluene	0.72 U	0.72 U	0.72 U					40	400
	Ethylbenzene	0.69 U	0.69 U	0.69 U					30	300
	Xylenes, total	1.3 U	1.3 U	1.3 U					20	200
	Methyl tert-butyl ether (MTBE)	0.60 U	0.60 U	0.60 U					20	200
	Acenaphthene	3.0 U	3.0 U	3.0 U					20	200
	Acenaphthylene	4.2 U	4.2 U	4.2 U					210	2,100
	Anthracene	3.0 U	3.0 U	3.0 U					2,100	21,000
	Benzo(a)anthracene	3.2 U	3.2 U	3.2 U					0.05	5
	Benzo(a)pyrene	3.2 U	3.2 U	3.2 U					0.2	20
	Benzo(b)fluoranthene	3.4 U	3.4 U	3.4 U					0.05	5
	Benzo(ghi)perylene	3.7 U	3.7 U	3.7 U					210	2,100
	Benzo(k)fluoranthene	3.8 U	3.8 U	3.8 U					0.5	50
	Chrysene	3.0 U	3.0 U	3.0 U					4.8	480
	Dibenzo(ah)anthracene	3.8 U	3.8 U	3.8 U					0.005	0.5
	Fluoranthene	4.0 U	4.0 U	4.0 U					280	2,800
	Fluorene	2.9 U	2.9 U	2.9 U					280	2,800
	Indeno(1,2,3-cd)pyrene	4.1 U	4.1 U	4.1 U					0.05	5
	Naphthalene	3.6 U	3.6 U	3.6 U					14	140
	1-Methyl Naphthalene	3.1 U	3.1 U	3.1 U					28	280
	2-Methyl Naphthalene	3.8 U	3.8 U	3.8 U					28	280
	Phenanthrene	2.8 U	2.8 U	2.8 U					210	2,100
	Pyrene	4.1 U	4.1 U	4.1 U					210	2,100
	TRPH	100 U	320 I	100 U					5,000	50,000
OTHER	Chloroethane	0.98 U	0.98 U	0.98 U					12	1,200
	Chloroform	0.80 U	0.80 U	0.80 U					70	700
	1,1-Dichloroethane	0.62 U	0.62 U	0.62 U					70	700
	1,1-Dichloroethene	0.94 U	0.94 U	0.94 U					7	700
	Chloromethane (methyl chloride)	0.82 U	0.82 U	0.82 U					2.7	270
	Tetrachloroethene (PCE)	0.76 U	0.76 U	0.76 U					3	300
	Trichloroethene (TCE)	0.89 U	0.89 U	0.89 U					3	300
	1,1,1-Trichloroethane	0.80 U	0.80 U	0.80 U					200	2,000
	Vinyl Chloride	0.71 U	0.71 U	0.71 U					1	100
	cis-1,2-Dichloroethene	0.53 U	0.53 U	0.53 U					70	700
	trans-1,2-Dichloroethene	0.73 U	0.73 U	0.73 U					100	1,000
	1,2-Dichloropropane	0.80 U	0.80 U	0.80 U					5	500

50	Exceeds GCTL
100	Exceeds NADC

I = The reported value is between the laboratory method detection limit (MDL) and the practical quantitation limit (PQL).
U = Compound was analyzed for but not detected

TABLE 4B: SUMMARY OF GROUNDWATER ANALYTICAL RESULTS-Pesticides, Metals and PCBs

Description: **74-Acre Property, North Side of CR 44**
Facility Address: **Eustis, Lake County, Florida**

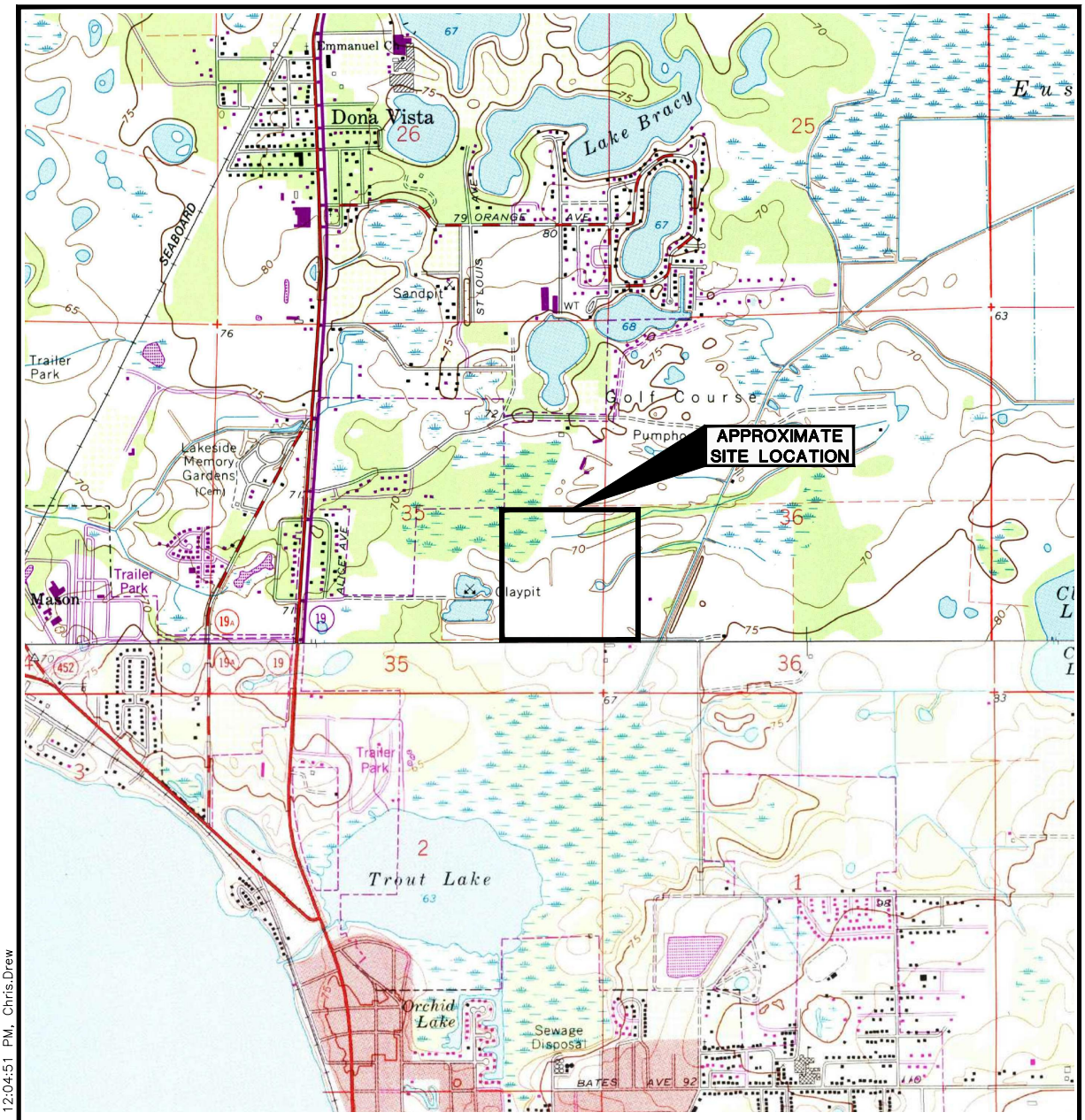
Not Analyzed = NA
Not Sampled = NS
Analytical Results = µg/L

Sample Location	PIT-4	PIT-9	PIT-10				Groundwater Cleanup Target Level (GCTL)	Natural Attenuation Default Concentration (NADC)
Test Pit Location	**4**	**9**	**10**					
Screened Interval (feet, bls)	4-14	2.5-12.5	3-13					
Date Sampled	07/22/21	07/22/21	07/22/21					
4,4'-DDD	0.020 U	0.020 U	0.020 U				0.1	10
4,4'-DDE	0.036 U	0.036 U	0.036 U				0.1	10
4,4'-DDT	0.025 U	0.025 U	0.025 U				0.1	10
Aldrin	0.032 U	0.032 U	0.032 U				0.002	0.2
alpha-BHC	0.026 U	0.026 U	0.026 U				0.006	0.6
beta-BHC	0.036 U	0.036 U	0.036 U				0.02	2
Chlordane-alpha	0.022 U	0.022 U	0.022 U				-	-
Chlordane-gamma	0.024 U	0.024 U	0.024 U				-	-
delta-BHC	0.019 U	0.019 U	0.019 U				2.1	21
Dieldrin	0.017 U	0.017 U	0.017 U				0.002	0.2
Endosulfan I	0.016 U	0.016 U	0.016 U				42	42
Endrin	0.014 U	0.014 U	0.014 U				2	20
Heptachlor epoxide	0.018 U	0.018 U	0.018 U				0.2	2
Methoxychlor	0.020 U	0.020 U	0.020 U				40	400
Toxaphene	0.48 U	0.48 U	0.48 U				3	30
Arsenic	4.30 U	4.30 U	4.30 U				10	100
Barium	52.6	59.6	48.6				2,000	20,000
Cadmium	0.765 U	0.765 U	0.765 U				7,500	50
Chromium	4.60 U	4.60 U	4.60 U				100	1,000
Lead	4.40 U	4.40 U	4.40 U				15	150
Mercury	0.0230 U	0.0230 U	0.0230 U				2	20
Selenium	24.0 U	24.0 U	24.0 U				50	500
Silver	3.10 U	3.10 U	3.10 U				6,600	1000
PCBs-Aroclor 1016	0.49 U	0.49 U	0.49 U				0.5	50
PCBs-Aroclor 1221	0.46 U	0.46 U	0.46 U				0.5	50
PCBs-Aroclor 1232	0.47 U	0.47 U	0.47 U				0.5	50
PCBs-Aroclor 1248	0.49 U	0.49 U	0.49 U				0.5	50
PCBs-Aroclor 1254	0.50 U	0.50 U	0.50 U				0.5	50
PCBs-Aroclor 1260	0.48 U	0.48 U	0.48 U				0.5	50

I = The reported value is between the MDL and the PQL
U = Compound was analyzed for but not detected

1	Exceeds GCTL
100	Exceeds NADC

FIGURES



SECTIONS 35 AND 36
TOWNSHIP 18 SOUTH
RANGE 27 EAST

OBTAINED FROM U.S.G.S. QUAD MAP: UMATILLA, FLORIDA 1965
(PHOTOREVISED 1980)
(PHOTOINSPECTED 1985)

N

0 1000 2000
SCALE: (FEET)



QUADRANGLE LOCATION

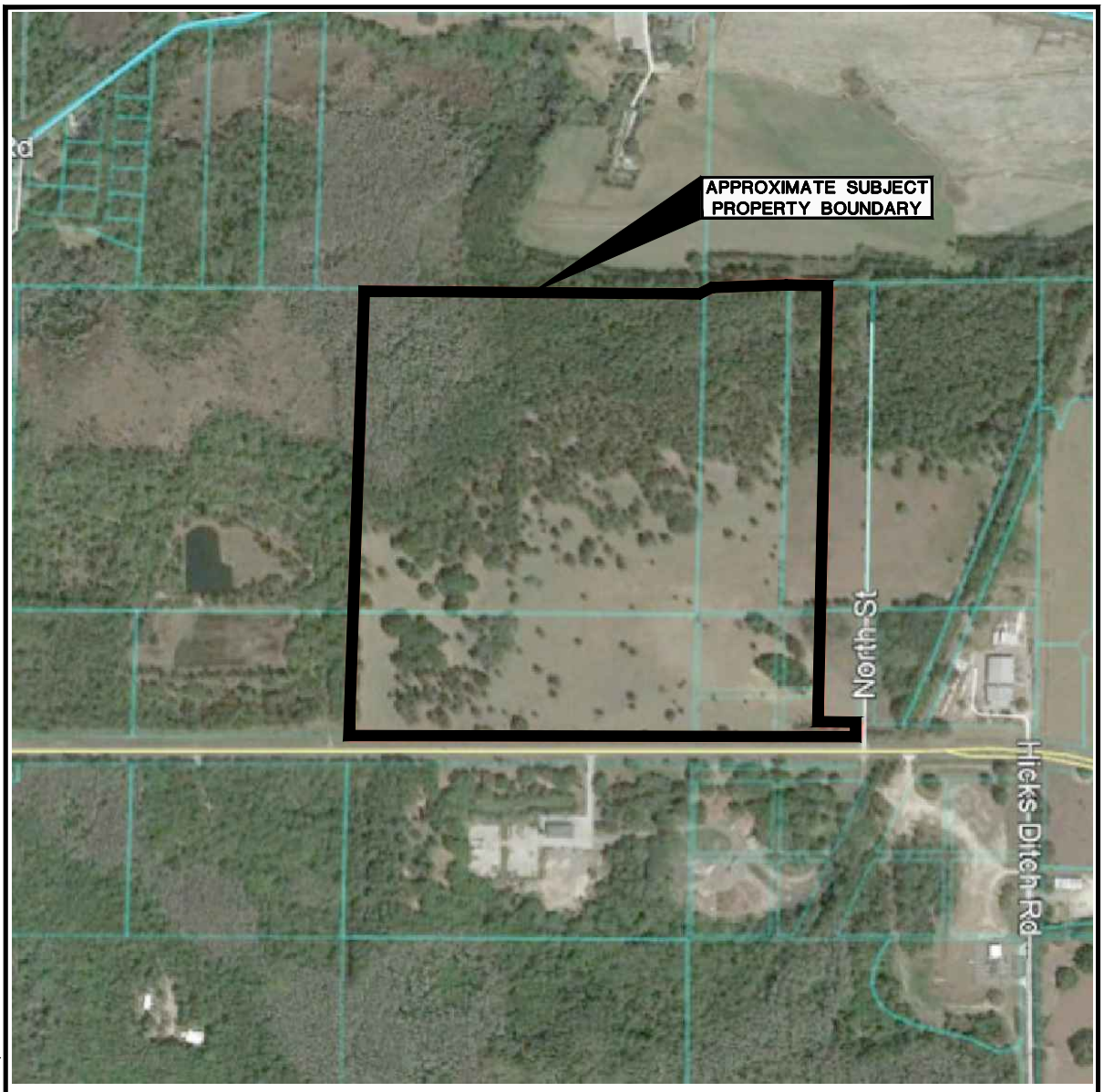
SITE LOCATION MAP

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE II ENVIRONMENTAL ASSESSMENT
74-ACRE PROPERTY
NORTH SIDE OF SR 44
EUSTIS, LAKE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 07/15/21
FILE NO. 20-6647A	APPROVED BY: Carl R. Stephens, P.E.	FIGURE: 1

T:\Orlando\20\20-6647A\206647A01.dwg 7/15/2021 12:04:51 PM Chris.Drew



OBTAINED FROM: LAKE COUNTY PROPERTY APPRAISER
DATED: 2020

N

0 300 600
SCALE: (FEET)

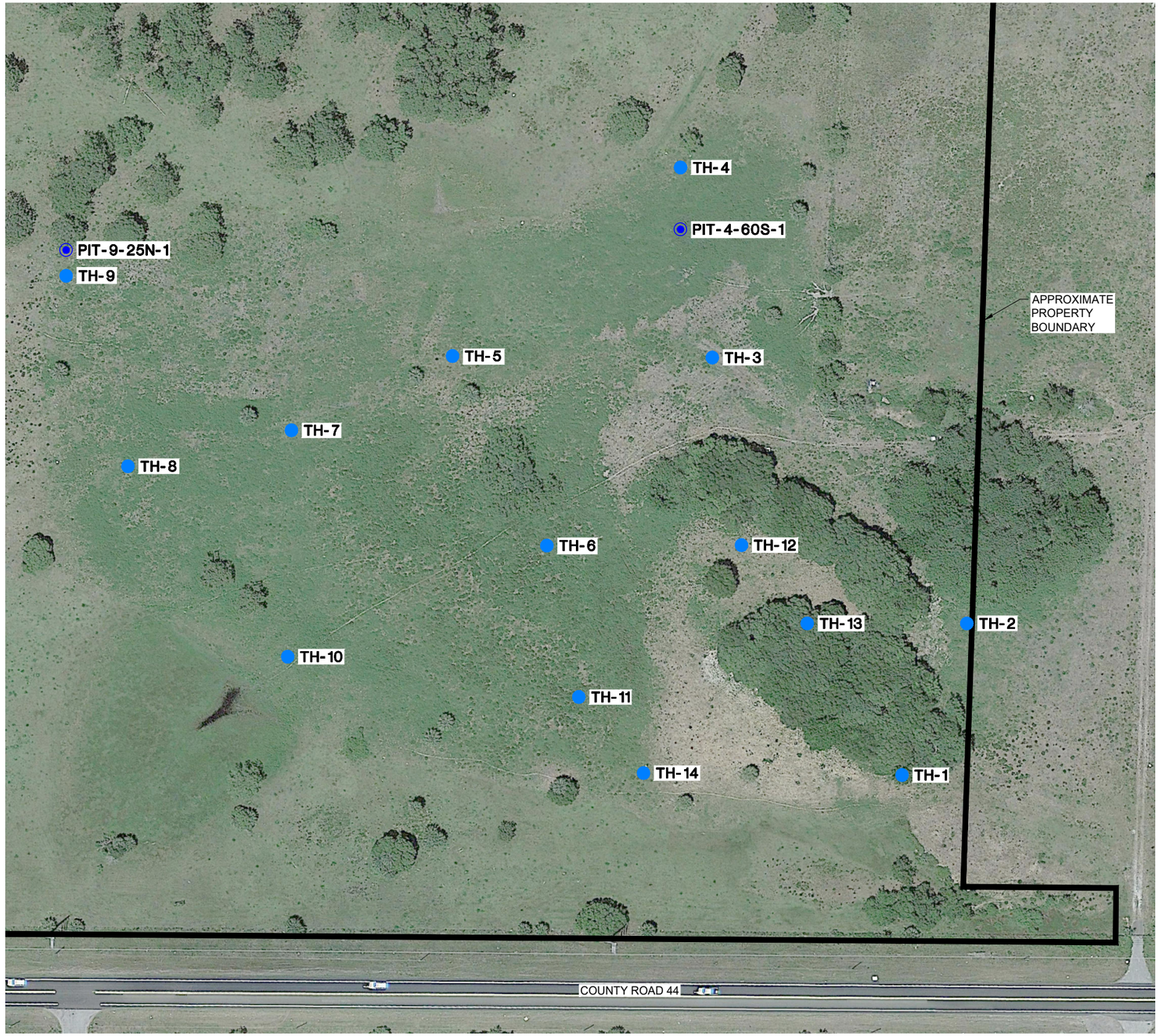
AERIAL PHOTOGRAPH

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE II ENVIRONMENTAL ASSESSMENT
74-ACRE PROPERTY
NORTH SIDE OF SR 44
EUSTIS, LAKE COUNTY, FLORIDA

DRAWN BY: Christopher Drew		DATE: 07/15/21
FILE NO. 20-6647A	APPROVED BY: Carl R. Stephens, P.E.	FIGURE: 2

T:\Orlando\20\20-6647A\206647A01.dwg 7/15/2021 12:04:56 PM Chris.Drew



LEGEND

- **TH** — TEST PIT LOCATION (SOIL SAMPLE OBTAINED AT EACH TEST PIT LOCATION)
- **PIT-#** — SOIL SAMPLE LOCATION

NOTE: THE AERIAL PHOTOGRAPH FOR THE TEST PIT LOCATION PLAN WAS OBTAINED FROM GOOGLE EARTH PRO, IMAGERY DATE: 5/7/2021.

N

0 50 100

SCALE: (FEET)

TEST PIT LOCATIONS

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PHASE II ENVIRONMENTAL ASSESSMENT
74-ACRE PROPERTY
NORTH SIDE OF SR 44
EUSTIS, LAKE COUNTY, FLORIDA

DRAWN BY: CD	CHECKED BY:	DATE: 07/15/21
FILE NO. 20-6647A	APPROVED BY: Carl R. Stephens, P.E.	FIGURE: 3

T:\Orlando\20\20-6647A\206647A02.dwg 8/19/2021 10:34:23 AM, Chris.Drew

APPENDIX I

Analytical Results

ENCO Laboratories
Accurate. Timely. Responsive. Innovative.

10775 Central Port Drive
Orlando FL, 32824
Phone: 407.826.5314 FAX: 407.850.6945

Friday, July 2, 2021
Ardaman & Associates (AR001)
Attn: Carl Stephens
P.O. Box 593003
Orlando, FL 32859-3003

RE: Laboratory Results for
Project Number: 20-6647A, Project Name/Desc: County Road 44 Phase II
ENCO Workorder(s): AE05278

Dear Carl Stephens,

Enclosed is a copy of your laboratory report for test samples received by our laboratory on Wednesday, June 23, 2021.

Unless otherwise noted in an attached project narrative, all samples were received in acceptable condition and processed in accordance with the referenced methods/procedures. Results for these procedures apply only to the samples as submitted.

The analytical results contained in this report are in compliance with NELAC standards, except as noted in the project narrative if applicable. This report shall not be reproduced except in full, without the written approval of the Laboratory.

This report contains only those analyses performed by Environmental Conservation Laboratories. Unless otherwise noted, all analyses were performed at ENCO Orlando. Data from outside organizations will be reported under separate cover.

If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

K. Dylnicki

Kaitlin Dylnicki
Project Manager
Enclosure(s)

www.encolabs.com

SAMPLE SUMMARY/LABORATORY CHRONICLE

Client ID: TH-4-1 | **Lab ID: AE05278-01** | **Sampled: 06/22/21 14:55** | **Received: 06/23/21 11:17**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)	Analysis Date/Time(s)
EPA 8260D	EPA 5035_MS	07/06/21		06/25/21 11:24	06/25/21 23:53

Client ID: TH-4 | **Lab ID: AE05278-02** | **Sampled: 06/22/21 14:55** | **Received: 06/23/21 11:17**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)	Analysis Date/Time(s)
EPA 6010D	EPA 3050B	12/19/21		06/25/21 11:47	06/28/21 11:35
EPA 7471B	EPA 7471B	07/20/21		06/25/21 12:10	06/28/21 10:16
EPA 8081B	SOP EXSV-33	07/06/21	08/03/21	06/24/21 07:10	06/28/21 17:00
EPA 8082A	EPA 3550C	06/22/22	06/22/22	06/24/21 09:45	06/25/21 15:30
FL-PRO	SOP EXSV-33	07/06/21	08/02/21	06/23/21 15:00	06/25/21 14:18

Client ID: TH-4 | **Lab ID: AE05278-02RE1** | **Sampled: 06/22/21 14:55** | **Received: 06/23/21 11:17**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)	Analysis Date/Time(s)
EPA 8270E	SOP EXSV-33	07/06/21	08/03/21	06/24/21 13:20	06/30/21 15:54

Client ID: TH-5-2 | **Lab ID: AE05278-03** | **Sampled: 06/22/21 10:15** | **Received: 06/23/21 11:17**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)	Analysis Date/Time(s)
EPA 8260D	EPA 5035_MS	07/06/21		06/25/21 11:24	06/26/21 00:21

Client ID: TH-5 | **Lab ID: AE05278-04** | **Sampled: 06/22/21 10:15** | **Received: 06/23/21 11:17**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)	Analysis Date/Time(s)
EPA 6010D	EPA 3050B	12/19/21		06/25/21 11:47	06/28/21 11:37
EPA 7471B	EPA 7471B	07/20/21		06/25/21 12:10	06/28/21 10:20
EPA 8081B	SOP EXSV-33	07/06/21	08/03/21	06/24/21 07:10	06/28/21 17:13
EPA 8082A	EPA 3550C	06/22/22	06/22/22	06/24/21 09:45	06/25/21 15:41
EPA 8270E	SOP EXSV-33	07/06/21	08/03/21	06/24/21 13:20	06/30/21 14:24
FL-PRO	SOP EXSV-33	07/06/21	08/02/21	06/23/21 15:00	06/25/21 19:15

Client ID: TH-9-1 | **Lab ID: AE05278-05** | **Sampled: 06/22/21 11:20** | **Received: 06/23/21 11:17**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)	Analysis Date/Time(s)
EPA 8260D	EPA 5035_MS	07/06/21		06/25/21 11:24	06/26/21 00:49

Client ID: TH-9 | **Lab ID: AE05278-06** | **Sampled: 06/22/21 11:20** | **Received: 06/23/21 11:17**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)	Analysis Date/Time(s)
EPA 6010D	EPA 3050B	12/19/21		06/25/21 11:47	06/28/21 11:39
EPA 7471B	EPA 7471B	07/20/21		06/25/21 12:10	06/28/21 10:37
EPA 8081B	SOP EXSV-33	07/06/21	08/03/21	06/24/21 07:10	06/28/21 17:25
EPA 8082A	EPA 3550C	06/22/22	06/22/22	06/24/21 09:45	06/25/21 15:53
EPA 8270E	SOP EXSV-33	07/06/21	08/03/21	06/24/21 13:20	06/30/21 14:54
FL-PRO	SOP EXSV-33	07/06/21	08/02/21	06/23/21 15:00	06/25/21 19:40

Client ID: TH-10-1 | **Lab ID: AE05278-07** | **Sampled: 06/22/21 11:40** | **Received: 06/23/21 11:17**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)	Analysis Date/Time(s)
EPA 8260D	EPA 5035_MS	07/06/21		06/25/21 11:24	06/26/21 01:17

Client ID: TH-10 | **Lab ID: AE05278-08** | **Sampled: 06/22/21 11:40** | **Received: 06/23/21 11:17**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)	Analysis Date/Time(s)
EPA 6010D	EPA 3050B	12/19/21		06/25/21 11:47	06/28/21 11:41
EPA 7471B	EPA 7471B	07/20/21		06/25/21 12:10	06/28/21 10:40
EPA 8081B	SOP EXSV-33	07/06/21	08/03/21	06/24/21 07:10	06/28/21 17:38
EPA 8082A	EPA 3550C	06/22/22	06/22/22	06/24/21 09:45	06/25/21 16:04
EPA 8270E	SOP EXSV-33	07/06/21	08/03/21	06/24/21 13:20	06/30/21 15:24
FL-PRO	SOP EXSV-33	07/06/21	08/02/21	06/23/21 15:00	06/25/21 20:05

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

SAMPLE SUMMARY/LABORATORY CHRONICLE

Client ID: TH-12-1 | **Lab ID: AE05278-09** | **Sampled: 06/22/21 13:05** | **Received: 06/23/21 11:17**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)		Analysis Date/Time(s)
EPA 8260D	EPA 5035_MS	07/06/21		06/25/21	11:24	06/26/21 01:45

Client ID: TH-12 | **Lab ID: AE05278-10** | **Sampled: 06/22/21 13:05** | **Received: 06/23/21 11:17**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)		Analysis Date/Time(s)
EPA 6010D	EPA 3050B	12/19/21		06/25/21	11:47	06/28/21 11:44
EPA 7471B	EPA 7471B	07/20/21		06/25/21	12:10	06/28/21 10:44
EPA 8081B	SOP EXSV-33	07/06/21	08/03/21	06/24/21	07:10	06/28/21 17:51
EPA 8082A	EPA 3550C	06/22/22	06/22/22	06/24/21	09:45	06/25/21 16:16
EPA 8270E	SOP EXSV-33	07/06/21	08/03/21	06/24/21	13:20	06/29/21 22:28
FL-PRO	SOP EXSV-33	07/06/21	08/02/21	06/23/21	15:00	06/25/21 20:30

Client ID: TH-14-2 | **Lab ID: AE05278-11** | **Sampled: 06/22/21 14:25** | **Received: 06/23/21 11:17**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)		Analysis Date/Time(s)
EPA 8260D	EPA 5035_MS	07/06/21		06/25/21	11:24	06/26/21 02:12

Client ID: TH-14 | **Lab ID: AE05278-12** | **Sampled: 06/22/21 14:25** | **Received: 06/23/21 11:17**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)		Analysis Date/Time(s)
EPA 6010D	EPA 3050B	12/19/21		06/25/21	11:47	06/28/21 11:46
EPA 7471B	EPA 7471B	07/20/21		06/25/21	12:10	06/28/21 10:48
EPA 8081B	SOP EXSV-33	07/06/21	08/03/21	06/24/21	07:10	06/28/21 18:04
EPA 8082A	EPA 3550C	06/22/22	06/22/22	06/24/21	09:45	06/25/21 16:27
FL-PRO	SOP EXSV-33	07/06/21	08/02/21	06/23/21	15:00	06/25/21 21:20

Client ID: TH-14 | **Lab ID: AE05278-12RE1** | **Sampled: 06/22/21 14:25** | **Received: 06/23/21 11:17**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)		Analysis Date/Time(s)
EPA 8270E	SOP EXSV-33	07/06/21	08/03/21	06/24/21	13:20	06/30/21 13:24

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

SAMPLE DETECTION SUMMARY

Client ID: TH-4 **Lab ID: AE05278-02**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
Barium - Total	12.8		0.108	0.538	mg/kg dry	EPA 6010D	
Chromium - Total	3.90		0.108	0.538	mg/kg dry	EPA 6010D	
Lead - Total	12.7		0.129	0.538	mg/kg dry	EPA 6010D	
Mercury - Total	0.0474		0.00380	0.00973	mg/kg dry	EPA 7471B	
TPH (C8-C40)	630		36	61	mg/kg dry	FL-PRO	QM-15

Client ID: TH-5 **Lab ID: AE05278-04**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
Barium - Total	11.7		0.106	0.532	mg/kg dry	EPA 6010D	
Chromium - Total	4.62		0.106	0.532	mg/kg dry	EPA 6010D	
Lead - Total	13.3		0.128	0.532	mg/kg dry	EPA 6010D	
Mercury - Total	0.0539		0.00377	0.00966	mg/kg dry	EPA 7471B	
TPH (C8-C40)	67		3.6	6.1	mg/kg dry	FL-PRO	

Client ID: TH-9-1 **Lab ID: AE05278-05**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
4-Isopropyltoluene	0.0071		0.00080	0.0011	mg/kg dry	EPA 8260D	

Client ID: TH-9 **Lab ID: AE05278-06**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
4,4'-DDE	0.0015	I	0.0014	0.0037	mg/kg dry	EPA 8081B	
Barium - Total	11.7		0.110	0.549	mg/kg dry	EPA 6010D	
Cadmium - Total	0.0119	I	0.0105	0.0549	mg/kg dry	EPA 6010D	
Chlordane-alpha	0.0029	I	0.0014	0.0037	mg/kg dry	EPA 8081B	
Chlordane-gamma	0.0022	I	0.0017	0.0037	mg/kg dry	EPA 8081B	
Chromium - Total	3.63		0.110	0.549	mg/kg dry	EPA 6010D	
Fluoranthene	0.12	I	0.12	0.36	mg/kg dry	EPA 8270E	
Lead - Total	20.7		0.132	0.549	mg/kg dry	EPA 6010D	
Mercury - Total	0.0459		0.00428	0.0110	mg/kg dry	EPA 7471B	
TPH (C8-C40)	470		190	310	mg/kg dry	FL-PRO	R-01

Client ID: TH-10-1 **Lab ID: AE05278-07**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
Toluene	0.00055	IV	0.00052	0.0010	mg/kg dry	EPA 8260D	J-01, O-01

Client ID: TH-10 **Lab ID: AE05278-08**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
4,4'-DDE	0.0014	I	0.0014	0.0037	mg/kg dry	EPA 8081B	
Barium - Total	14.2		0.110	0.549	mg/kg dry	EPA 6010D	
Chlordane-alpha	0.0029	I	0.0014	0.0037	mg/kg dry	EPA 8081B	
Chlordane-gamma	0.0029	I	0.0017	0.0037	mg/kg dry	EPA 8081B	
Chromium - Total	4.32		0.110	0.549	mg/kg dry	EPA 6010D	
Fluoranthene	0.15	I	0.12	0.36	mg/kg dry	EPA 8270E	
Lead - Total	25.6		0.132	0.549	mg/kg dry	EPA 6010D	
Mercury - Total	0.0477		0.00378	0.00968	mg/kg dry	EPA 7471B	
Pyrene	0.13	I	0.12	0.36	mg/kg dry	EPA 8270E	
TPH (C8-C40)	110		19	31	mg/kg dry	FL-PRO	

Client ID: TH-12-1 **Lab ID: AE05278-09**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
Toluene	0.00059	IV	0.00051	0.0010	mg/kg dry	EPA 8260D	J-01, O-01

Client ID: TH-12 **Lab ID: AE05278-10**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
Barium - Total	2.19		0.102	0.510	mg/kg dry	EPA 6010D	
Chromium - Total	2.04		0.102	0.510	mg/kg dry	EPA 6010D	
Lead - Total	0.801		0.122	0.510	mg/kg dry	EPA 6010D	

Client ID: TH-14-2 **Lab ID: AE05278-11**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
Toluene	0.00054	IV	0.00052	0.0010	mg/kg dry	EPA 8260D	J-01, O-01

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

SAMPLE DETECTION SUMMARY

Client ID: TH-14 **Lab ID:** AE05278-12

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
Barium - Total	3.70		0.123	0.617	mg/kg dry	EPA 6010D	
Chromium - Total	3.79		0.123	0.617	mg/kg dry	EPA 6010D	
Lead - Total	1.96		0.148	0.617	mg/kg dry	EPA 6010D	
Mercury - Total	0.00707	I	0.00438	0.0112	mg/kg dry	EPA 7471B	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-4-1 | **Lab Sample ID:** AE05278-01 | **Received:** 06/23/21 11:17
Matrix: Soil | **Sampled:** 06/22/21 14:55 | **Work Order:** AE05278
Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 94.11

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,1,1,2-Tetrachloroethane [630-20-6]^	0.00074	U	mg/kg dry	1	0.00074	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,1,1-Trichloroethane [71-55-6]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,1,2,2-Tetrachloroethane [79-34-5]^	0.00064	U	mg/kg dry	1	0.00064	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,1,2-Trichloroethane [79-00-5]^	0.00073	U	mg/kg dry	1	0.00073	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,1-Dichloroethane [75-34-3]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,1-Dichloroethene [75-35-4]^	0.00066	U	mg/kg dry	1	0.00066	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,1-Dichloropropene [563-58-6]^	0.00057	U	mg/kg dry	1	0.00057	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,2,3-Trichlorobenzene [87-61-6]^	0.00097	U	mg/kg dry	1	0.00097	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,2,3-Trichloropropane [96-18-4]^	0.0012	U	mg/kg dry	1	0.0012	0.0053	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,2,4-Trichlorobenzene [120-82-1]^	0.00090	U	mg/kg dry	1	0.00090	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,2,4-Trimethylbenzene [95-63-6]^	0.00072	U	mg/kg dry	1	0.00072	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,2-Dibromo-3-chloropropane [96-12-8]^	0.00090	U	mg/kg dry	1	0.00090	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,2-Dibromoethane [106-93-4]^	0.00071	U	mg/kg dry	1	0.00071	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,2-Dichlorobenzene [95-50-1]^	0.00049	U	mg/kg dry	1	0.00049	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,2-Dichloroethane [107-06-2]^	0.00056	U	mg/kg dry	1	0.00056	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,2-Dichloropropane [78-87-5]^	0.00063	U	mg/kg dry	1	0.00063	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,3,5-Trimethylbenzene [108-67-8]^	0.00063	U	mg/kg dry	1	0.00063	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,3-Dichlorobenzene [541-73-1]^	0.00064	U	mg/kg dry	1	0.00064	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,3-Dichloropropane [142-28-9]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
1,4-Dichlorobenzene [106-46-7]^	0.00054	U	mg/kg dry	1	0.00054	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
2,2-Dichloropropane [594-20-7]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
2-Butanone [78-93-3]^	0.0047	U	mg/kg dry	1	0.0047	0.0053	1F25021	EPA 8260D	06/25/21 23:53	kkw	
2-Chloroethyl Vinyl Ether [110-75-8]^	0.0032	U	mg/kg dry	1	0.0032	0.0053	1F25021	EPA 8260D	06/25/21 23:53	kkw	
2-Chlorotoluene [95-49-8]^	0.00051	U	mg/kg dry	1	0.00051	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
2-Hexanone [591-78-6]^	0.0036	U	mg/kg dry	1	0.0036	0.0053	1F25021	EPA 8260D	06/25/21 23:53	kkw	
4-Chlorotoluene [106-43-4]^	0.00065	U	mg/kg dry	1	0.00065	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
4-Isopropyltoluene [99-87-6]^	0.00081	U	mg/kg dry	1	0.00081	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
4-Methyl-2-pentanone [108-10-1]^	0.0038	U	mg/kg dry	1	0.0038	0.0053	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Acetone [67-64-1]^	0.0058	U	mg/kg dry	1	0.0058	0.021	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Benzene [71-43-2]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Bromobenzene [108-86-1]^	0.00077	U	mg/kg dry	1	0.00077	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Bromochloromethane [74-97-5]^	0.00091	U	mg/kg dry	1	0.00091	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Bromodichloromethane [75-27-4]^	0.00067	U	mg/kg dry	1	0.00067	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Bromoform [75-25-2]^	0.00083	U	mg/kg dry	1	0.00083	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Bromomethane [74-83-9]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	QV-01
Carbon disulfide [75-15-0]^	0.0027	U	mg/kg dry	1	0.0027	0.0053	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Carbon Tetrachloride [56-23-5]^	0.00064	U	mg/kg dry	1	0.00064	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Chlorobenzene [108-90-7]^	0.00056	U	mg/kg dry	1	0.00056	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Chloroethane [75-00-3]^	0.00071	U	mg/kg dry	1	0.00071	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Chloroform [67-66-3]^	0.00065	U	mg/kg dry	1	0.00065	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Chloromethane [74-87-3]^	0.00069	U	mg/kg dry	1	0.00069	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
cis-1,2-Dichloroethene [156-59-2]^	0.00068	U	mg/kg dry	1	0.00068	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
cis-1,3-Dichloropropene [10061-01-5]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Dibromochloromethane [124-48-1]^	0.00077	U	mg/kg dry	1	0.00077	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Dibromomethane [74-95-3]^	0.00091	U	mg/kg dry	1	0.00091	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Dichlorodifluoromethane [75-71-8]^	0.00066	U	mg/kg dry	1	0.00066	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Ethylbenzene [100-41-4]^	0.00062	U	mg/kg dry	1	0.00062	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: TH-4-1	**Lab Sample ID:** AE05278-01	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 14:55	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 94.11

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Hexachlorobutadiene [87-68-3]^	0.00097	U	mg/kg dry	1	0.00097	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Isopropylbenzene [98-82-8]^	0.00057	U	mg/kg dry	1	0.00057	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
m,p-Xylenes [108-38-3/106-42-3]^	0.0012	U	mg/kg dry	1	0.0012	0.0021	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Methylene Chloride [75-09-2]^	0.0069	U	mg/kg dry	1	0.0069	0.011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Methyl-tert-Butyl Ether [1634-04-4]^	0.00067	U	mg/kg dry	1	0.00067	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Naphthalene [91-20-3]^	0.00086	U	mg/kg dry	1	0.00086	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
n-Butyl Benzene [104-51-8]^	0.00096	U	mg/kg dry	1	0.00096	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
n-Propyl Benzene [103-65-1]^	0.00067	U	mg/kg dry	1	0.00067	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
o-Xylene [95-47-6]^	0.00060	U	mg/kg dry	1	0.00060	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
sec-Butylbenzene [135-98-8]^	0.00069	U	mg/kg dry	1	0.00069	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Styrene [100-42-5]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
tert-Butylbenzene [98-06-6]^	0.00074	U	mg/kg dry	1	0.00074	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Tetrachloroethene [127-18-4]^	0.00071	U	mg/kg dry	1	0.00071	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Toluene [108-88-3]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	QB-02
trans-1,2-Dichloroethene [156-60-5]^	0.00073	U	mg/kg dry	1	0.00073	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
trans-1,3-Dichloropropene [10061-02-6]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Trichloroethene [79-01-6]^	0.00064	U	mg/kg dry	1	0.00064	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Trichlorofluoromethane [75-69-4]^	0.00057	U	mg/kg dry	1	0.00057	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Vinyl chloride [75-01-4]^	0.00047	U	mg/kg dry	1	0.00047	0.0011	1F25021	EPA 8260D	06/25/21 23:53	kkw	
Xylenes (Total) [1330-20-7]^	0.0012	U	mg/kg dry	1	0.0012	0.0021	1F25021	EPA 8260D	06/25/21 23:53	kkw	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
4-Bromofluorobenzene	*0.049*	*1*	*0.0531*	*93 %*	*70-130*	*1F25021*	*EPA 8260D*	*06/25/21 23:53*	*kkw*	
Dibromofluoromethane	*0.057*	*1*	*0.0531*	*107 %*	*70-133*	*1F25021*	*EPA 8260D*	*06/25/21 23:53*	*kkw*	
Toluene-d8	*0.054*	*1*	*0.0531*	*102 %*	*70-130*	*1F25021*	*EPA 8260D*	*06/25/21 23:53*	*kkw*	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-4 | **Lab Sample ID:** AE05278-02 | **Received:** 06/23/21 11:17
Matrix: Soil | **Sampled:** 06/22/21 14:55 | **Work Order:** AE05278
Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 93.39

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,2,4-Trichlorobenzene [120-82-1]^	0.12	U	mg/kg dry	1	0.12	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
1,2-Dichlorobenzene [95-50-1]^	0.13	U	mg/kg dry	1	0.13	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
1,3-Dichlorobenzene [541-73-1]^	0.13	U	mg/kg dry	1	0.13	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
1,4-Dichlorobenzene [106-46-7]^	0.11	U	mg/kg dry	1	0.11	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
1-Methylnaphthalene [90-12-0]^	0.10	U	mg/kg dry	1	0.10	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
2,4,5-Trichlorophenol [95-95-4]^	0.071	U	mg/kg dry	1	0.071	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
2,4,6-Trichlorophenol [88-06-2]^	0.16	U	mg/kg dry	1	0.16	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
2,4-Dichlorophenol [120-83-2]^	0.27	U	mg/kg dry	1	0.27	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
2,4-Dimethylphenol [105-67-9]^	0.25	U	mg/kg dry	1	0.25	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
2,4-Dinitrophenol [51-28-5]^	0.095	U	mg/kg dry	1	0.095	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	QV-01
2,4-Dinitrotoluene [121-14-2]^	0.17	U	mg/kg dry	1	0.17	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
2,6-Dinitrotoluene [606-20-2]^	0.19	U	mg/kg dry	1	0.19	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
2-Chloronaphthalene [91-58-7]^	0.10	U	mg/kg dry	1	0.10	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
2-Chlorophenol [95-57-8]^	0.25	U	mg/kg dry	1	0.25	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
2-Methyl-4,6-dinitrophenol [534-52-1]^	0.30	U	mg/kg dry	1	0.30	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
2-Methylnaphthalene [91-57-6]^	0.13	U	mg/kg dry	1	0.13	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
2-Methylphenol [95-48-7]^	0.12	U	mg/kg dry	1	0.12	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
2-Nitroaniline [88-74-4]^	0.091	U	mg/kg dry	1	0.091	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	QV-01
2-Nitrophenol [88-75-5]^	0.28	U	mg/kg dry	1	0.28	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
3 & 4-Methylphenol [108-39-4/106-44-5]^	0.27	U	mg/kg dry	1	0.27	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
3,3'-Dichlorobenzidine [91-94-1]^	0.22	U	mg/kg dry	1	0.22	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
3-Nitroaniline [99-09-2]^	0.086	U	mg/kg dry	1	0.086	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	QV-01
4-Bromophenyl-phenylether [101-55-3]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
4-Chloro-3-methylphenol [59-50-7]^	0.30	U	mg/kg dry	1	0.30	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
4-Chloroaniline [106-47-8]^	0.070	U	mg/kg dry	1	0.070	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	QV-01
4-Chlorophenyl-phenylether [7005-72-3]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
4-Nitroaniline [100-01-6]^	0.28	U	mg/kg dry	1	0.28	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	QV-01
4-Nitrophenol [100-02-7]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	QV-01
Acenaphthene [83-32-9]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Acenaphthylene [208-96-8]^	0.13	U	mg/kg dry	1	0.13	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Anthracene [120-12-7]^	0.16	U	mg/kg dry	1	0.16	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Benzidine [92-87-5]^	0.092	U	mg/kg dry	1	0.092	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	QV-01
Benzo(a)anthracene [56-55-3]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Benzo(a)pyrene [50-32-8]^	0.084	U	mg/kg dry	1	0.084	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Benzo(b)fluoranthene [205-99-2]^	0.12	U	mg/kg dry	1	0.12	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Benzo(g,h,i)perylene [191-24-2]^	0.17	U	mg/kg dry	1	0.17	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Benzo(k)fluoranthene [207-08-9]^	0.12	U	mg/kg dry	1	0.12	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Benzoic acid [65-85-0]^	0.51	U	mg/kg dry	1	0.51	1.8	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Benzyl alcohol [100-51-6]^	0.17	U	mg/kg dry	1	0.17	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Bis(2-chloroethoxy)methane [111-91-1]^	0.16	U	mg/kg dry	1	0.16	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Bis(2-chloroethyl)ether [111-44-4]^	0.15	U	mg/kg dry	1	0.15	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Bis(2-chloroisopropyl)ether [108-60-1]^	0.11	U	mg/kg dry	1	0.11	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	QV-01, QL-02
Bis(2-ethylhexyl)phthalate [117-81-7]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Butylbenzylphthalate [85-68-7]^	0.15	U	mg/kg dry	1	0.15	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Chrysene [218-01-9]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Dibenzo(a,h)anthracene [53-70-3]^	0.15	U	mg/kg dry	1	0.15	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-4 | **Lab Sample ID:** AE05278-02 | **Received:** 06/23/21 11:17
Matrix: Soil | **Sampled:** 06/22/21 14:55 | **Work Order:** AE05278
Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 93.39

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Dibenzofuran [132-64-9]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	QV-01
Diethylphthalate [84-66-2]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Dimethylphthalate [131-11-3]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Di-n-butylphthalate [84-74-2]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Di-n-octylphthalate [117-84-0]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Fluoranthene [206-44-0]^	0.12	U	mg/kg dry	1	0.12	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Fluorene [86-73-7]^	0.15	U	mg/kg dry	1	0.15	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Hexachlorobenzene [118-74-1]^	0.13	U	mg/kg dry	1	0.13	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Hexachlorobutadiene [87-68-3]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Hexachlorocyclopentadiene [77-47-4]^	0.16	U	mg/kg dry	1	0.16	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Hexachloroethane [67-72-1]^	0.11	U	mg/kg dry	1	0.11	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Indeno(1,2,3-cd)pyrene [193-39-5]^	0.15	U	mg/kg dry	1	0.15	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Isophorone [78-59-1]^	0.18	U	mg/kg dry	1	0.18	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Naphthalene [91-20-3]^	0.13	U	mg/kg dry	1	0.13	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Nitrobenzene [98-95-3]^	0.16	U	mg/kg dry	1	0.16	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
N-Nitrosodimethylamine [62-75-9]^	0.13	U	mg/kg dry	1	0.13	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
N-Nitroso-di-n-propylamine [621-64-7]^	0.16	U	mg/kg dry	1	0.16	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
N-nitrosodiphenylamine/Diphenylamine [86-30-6/122-39-4]^	0.25	U	mg/kg dry	1	0.25	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Pentachlorophenol [87-86-5]^	0.22	U	mg/kg dry	1	0.22	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Phenanthrene [85-01-8]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Phenol [108-95-2]^	0.11	U	mg/kg dry	1	0.11	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Pyrene [129-00-0]^	0.12	U	mg/kg dry	1	0.12	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	
Pyridine [110-86-1]^	0.16	U	mg/kg dry	1	0.16	0.35	1F24033	EPA 8270E	06/30/21 15:54	jfi	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,6-Tribromophenol	*1.7*	*1*	*1.80*	*94 %*	*30-140*	*1F24033*	*EPA 8270E*	*06/30/21 15:54*	*jfi*	
2-Fluorobiphenyl	*1.3*	*1*	*1.80*	*71 %*	*55-120*	*1F24033*	*EPA 8270E*	*06/30/21 15:54*	*jfi*	
2-Fluorophenol	*1.5*	*1*	*1.80*	*86 %*	*38-120*	*1F24033*	*EPA 8270E*	*06/30/21 15:54*	*jfi*	
Nitrobenzene-d5	*1.3*	*1*	*1.80*	*73 %*	*45-120*	*1F24033*	*EPA 8270E*	*06/30/21 15:54*	*jfi*	
Phenol-d5	*1.4*	*1*	*1.80*	*80 %*	*31-120*	*1F24033*	*EPA 8270E*	*06/30/21 15:54*	*jfi*	
Terphenyl-d14	*1.8*	*1*	*1.80*	*100 %*	*41-174*	*1F24033*	*EPA 8270E*	*06/30/21 15:54*	*jfi*	

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
4,4'-DDD [72-54-8]^	0.0017	U	mg/kg dry	2	0.0017	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
4,4'-DDE [72-55-9]^	0.0014	U	mg/kg dry	2	0.0014	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
4,4'-DDT [50-29-3]^	0.0014	U	mg/kg dry	2	0.0014	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Aldrin [309-00-2]^	0.0011	U	mg/kg dry	2	0.0011	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
alpha-BHC [319-84-6]^	0.0012	U	mg/kg dry	2	0.0012	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
beta-BHC [319-85-7]^	0.0026	U	mg/kg dry	2	0.0026	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Chlordane (tech) [12789-03-6]^	0.015	U	mg/kg dry	2	0.015	0.071	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Chlordane-alpha [5103-71-9]^	0.0014	U	mg/kg dry	2	0.0014	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Chlordane-gamma [5103-74-2]^	0.0016	U	mg/kg dry	2	0.0016	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
delta-BHC [319-86-8]^	0.0013	U	mg/kg dry	2	0.0013	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Dieldrin [60-57-1]^	0.00096	U	mg/kg dry	2	0.00096	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Endosulfan I [959-98-8]^	0.00086	U	mg/kg dry	2	0.00086	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: TH-4	**Lab Sample ID:** AE05278-02	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 14:55	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 93.39

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Endosulfan II [33213-65-9]^	0.0019	U	mg/kg dry	2	0.0019	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Endosulfan sulfate [1031-07-8]^	0.0013	U	mg/kg dry	2	0.0013	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Endrin [72-20-8]^	0.0016	U	mg/kg dry	2	0.0016	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Endrin aldehyde [7421-93-4]^	0.0030	U	mg/kg dry	2	0.0030	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Endrin ketone [53494-70-5]^	0.0013	U	mg/kg dry	2	0.0013	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
gamma-BHC [58-89-9]^	0.0013	U	mg/kg dry	2	0.0013	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Heptachlor [76-44-8]^	0.0014	U	mg/kg dry	2	0.0014	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Heptachlor epoxide [1024-57-3]^	0.0016	U	mg/kg dry	2	0.0016	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Isodrin [465-73-6]^	0.0013	U	mg/kg dry	2	0.0013	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Methoxychlor [72-43-5]^	0.0020	U	mg/kg dry	2	0.0020	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Mirex [2385-85-5]^	0.0024	U	mg/kg dry	2	0.0024	0.0036	1F23001	EPA 8081B	06/28/21 17:00	JJB	
Toxaphene [8001-35-2]^	0.036	U	mg/kg dry	2	0.036	0.071	1F23001	EPA 8081B	06/28/21 17:00	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,5,6-TCMX	*0.014*	*2*	*0.0359*	*40 %*	*20-137*	*1F23001*	*EPA 8081B*	*06/28/21 17:00*	*JJB*	
Decachlorobiphenyl	*0.030*	*2*	*0.0359*	*84 %*	*13-183*	*1F23001*	*EPA 8081B*	*06/28/21 17:00*	*JJB*	

Polychlorinated Biphenyls by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
PCB-1016/1242 [12674-11-2/53469-21-9]^	0.015	U	mg/kg dry	1	0.015	0.018	1F23012	EPA 8082A	06/25/21 15:30	JJB	
PCB-1221 [11104-28-2]^	0.015	U	mg/kg dry	1	0.015	0.018	1F23012	EPA 8082A	06/25/21 15:30	JJB	
PCB-1232 [11141-16-5]^	0.015	U	mg/kg dry	1	0.015	0.018	1F23012	EPA 8082A	06/25/21 15:30	JJB	
PCB-1248 [12672-29-6]^	0.016	U	mg/kg dry	1	0.016	0.018	1F23012	EPA 8082A	06/25/21 15:30	JJB	
PCB-1254 [11097-69-1]^	0.017	U	mg/kg dry	1	0.017	0.018	1F23012	EPA 8082A	06/25/21 15:30	JJB	
PCB-1260 [11096-82-5]^	0.012	U	mg/kg dry	1	0.012	0.018	1F23012	EPA 8082A	06/25/21 15:30	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,5,6-TCMX	*0.027*	*1*	*0.0357*	*77 %*	*20-137*	*1F23012*	*EPA 8082A*	*06/25/21 15:30*	*JJB*	
Decachlorobiphenyl	*0.032*	*1*	*0.0357*	*89 %*	*13-183*	*1F23012*	*EPA 8082A*	*06/25/21 15:30*	*JJB*	

FL Petroleum Range Organics

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
TPH (C8-C40)^	**630**		mg/kg dry	10	36	61	1F23036	FL-PRO	06/25/21 14:18	JJB	QM-15

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
n-Pentatriacontane	*ND*	*10*	*3.59*	*%*	*36-132*	*1F23036*	*FL-PRO*	*06/25/21 14:18*	*JJB*	*QS-04*
o-Terphenyl	*ND*	*10*	*1.62*	*%*	*66-136*	*1F23036*	*FL-PRO*	*06/25/21 14:18*	*JJB*	*QS-04*

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: TH-4	**Lab Sample ID:** AE05278-02	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 14:55	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 93.39

Metals by EPA 6000/7000 Series Methods

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Mercury [7439-97-6]^	**0.0474**		mg/kg dry	1	0.00380	0.00973	1F25013	EPA 7471B	06/28/21 10:16	NRB	

Metals by EPA 6000/7000 Series Methods

^ - ENCO Cary certified analyte [NELAC E87610]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Arsenic [7440-38-2]^	0.344	U	mg/kg dry	1	0.344	0.538	1F25029	EPA 6010D	06/28/21 11:35	JDH	
Barium [7440-39-3]^	**12.8**		mg/kg dry	1	0.108	0.538	1F25029	EPA 6010D	06/28/21 11:35	JDH	
Cadmium [7440-43-9]^	0.0103	U	mg/kg dry	1	0.0103	0.0538	1F25029	EPA 6010D	06/28/21 11:35	JDH	
Chromium [7440-47-3]^	**3.90**		mg/kg dry	1	0.108	0.538	1F25029	EPA 6010D	06/28/21 11:35	JDH	
Lead [7439-92-1]^	**12.7**		mg/kg dry	1	0.129	0.538	1F25029	EPA 6010D	06/28/21 11:35	JDH	
Selenium [7782-49-2]^	0.441	U	mg/kg dry	1	0.441	0.538	1F25029	EPA 6010D	06/28/21 11:35	JDH	
Silver [7440-22-4]^	0.108	U	mg/kg dry	1	0.108	0.538	1F25029	EPA 6010D	06/28/21 11:35	JDH	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-5-2 | **Lab Sample ID:** AE05278-03 | **Received:** 06/23/21 11:17
Matrix: Soil | **Sampled:** 06/22/21 10:15 | **Work Order:** AE05278
Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 95.69

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,1,1,2-Tetrachloroethane [630-20-6]^	0.00073	U	mg/kg dry	1	0.00073	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,1,1-Trichloroethane [71-55-6]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,1,2,2-Tetrachloroethane [79-34-5]^	0.00063	U	mg/kg dry	1	0.00063	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,1,2-Trichloroethane [79-00-5]^	0.00072	U	mg/kg dry	1	0.00072	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,1-Dichloroethane [75-34-3]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,1-Dichloroethene [75-35-4]^	0.00065	U	mg/kg dry	1	0.00065	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,1-Dichloropropene [563-58-6]^	0.00056	U	mg/kg dry	1	0.00056	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,2,3-Trichlorobenzene [87-61-6]^	0.00095	U	mg/kg dry	1	0.00095	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,2,3-Trichloropropane [96-18-4]^	0.0011	U	mg/kg dry	1	0.0011	0.0052	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,2,4-Trichlorobenzene [120-82-1]^	0.00089	U	mg/kg dry	1	0.00089	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,2,4-Trimethylbenzene [95-63-6]^	0.00071	U	mg/kg dry	1	0.00071	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,2-Dibromo-3-chloropropane [96-12-8]^	0.00089	U	mg/kg dry	1	0.00089	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,2-Dibromoethane [106-93-4]^	0.00070	U	mg/kg dry	1	0.00070	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,2-Dichlorobenzene [95-50-1]^	0.00048	U	mg/kg dry	1	0.00048	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,2-Dichloroethane [107-06-2]^	0.00055	U	mg/kg dry	1	0.00055	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,2-Dichloropropane [78-87-5]^	0.00062	U	mg/kg dry	1	0.00062	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,3,5-Trimethylbenzene [108-67-8]^	0.00062	U	mg/kg dry	1	0.00062	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,3-Dichlorobenzene [541-73-1]^	0.00063	U	mg/kg dry	1	0.00063	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,3-Dichloropropane [142-28-9]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
1,4-Dichlorobenzene [106-46-7]^	0.00053	U	mg/kg dry	1	0.00053	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
2,2-Dichloropropane [594-20-7]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
2-Butanone [78-93-3]^	0.0046	U	mg/kg dry	1	0.0046	0.0052	1F25021	EPA 8260D	06/26/21 00:21	kkw	
2-Chloroethyl Vinyl Ether [110-75-8]^	0.0031	U	mg/kg dry	1	0.0031	0.0052	1F25021	EPA 8260D	06/26/21 00:21	kkw	
2-Chlorotoluene [95-49-8]^	0.00050	U	mg/kg dry	1	0.00050	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
2-Hexanone [591-78-6]^	0.0036	U	mg/kg dry	1	0.0036	0.0052	1F25021	EPA 8260D	06/26/21 00:21	kkw	
4-Chlorotoluene [106-43-4]^	0.00064	U	mg/kg dry	1	0.00064	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
4-Isopropyltoluene [99-87-6]^	0.00079	U	mg/kg dry	1	0.00079	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
4-Methyl-2-pentanone [108-10-1]^	0.0038	U	mg/kg dry	1	0.0038	0.0052	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Acetone [67-64-1]^	0.0057	U	mg/kg dry	1	0.0057	0.021	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Benzene [71-43-2]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Bromobenzene [108-86-1]^	0.00075	U	mg/kg dry	1	0.00075	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Bromochloromethane [74-97-5]^	0.00090	U	mg/kg dry	1	0.00090	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Bromodichloromethane [75-27-4]^	0.00066	U	mg/kg dry	1	0.00066	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Bromoform [75-25-2]^	0.00082	U	mg/kg dry	1	0.00082	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Bromomethane [74-83-9]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	QV-01
Carbon disulfide [75-15-0]^	0.0026	U	mg/kg dry	1	0.0026	0.0052	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Carbon Tetrachloride [56-23-5]^	0.00063	U	mg/kg dry	1	0.00063	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Chlorobenzene [108-90-7]^	0.00055	U	mg/kg dry	1	0.00055	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Chloroethane [75-00-3]^	0.00070	U	mg/kg dry	1	0.00070	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Chloroform [67-66-3]^	0.00064	U	mg/kg dry	1	0.00064	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Chloromethane [74-87-3]^	0.00068	U	mg/kg dry	1	0.00068	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
cis-1,2-Dichloroethene [156-59-2]^	0.00067	U	mg/kg dry	1	0.00067	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
cis-1,3-Dichloropropene [10061-01-5]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Dibromochloromethane [124-48-1]^	0.00075	U	mg/kg dry	1	0.00075	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Dibromomethane [74-95-3]^	0.00090	U	mg/kg dry	1	0.00090	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Dichlorodifluoromethane [75-71-8]^	0.00065	U	mg/kg dry	1	0.00065	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Ethylbenzene [100-41-4]^	0.00061	U	mg/kg dry	1	0.00061	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: TH-5-2 | **Lab Sample ID:** AE05278-03 | **Received:** 06/23/21 11:17

Matrix: Soil | **Sampled:** 06/22/21 10:15 | **Work Order:** AE05278

Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 95.69

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Hexachlorobutadiene [87-68-3]^	0.00095	U	mg/kg dry	1	0.00095	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Isopropylbenzene [98-82-8]^	0.00056	U	mg/kg dry	1	0.00056	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
m,p-Xylenes [108-38-3/106-42-3]^	0.0011	U	mg/kg dry	1	0.0011	0.0021	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Methylene Chloride [75-09-2]^	0.0068	U	mg/kg dry	1	0.0068	0.010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Methyl-tert-Butyl Ether [1634-04-4]^	0.00066	U	mg/kg dry	1	0.00066	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Naphthalene [91-20-3]^	0.00085	U	mg/kg dry	1	0.00085	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
n-Butyl Benzene [104-51-8]^	0.00094	U	mg/kg dry	1	0.00094	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
n-Propyl Benzene [103-65-1]^	0.00066	U	mg/kg dry	1	0.00066	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
o-Xylene [95-47-6]^	0.00059	U	mg/kg dry	1	0.00059	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
sec-Butylbenzene [135-98-8]^	0.00068	U	mg/kg dry	1	0.00068	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Styrene [100-42-5]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
tert-Butylbenzene [98-06-6]^	0.00073	U	mg/kg dry	1	0.00073	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Tetrachloroethene [127-18-4]^	0.00070	U	mg/kg dry	1	0.00070	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Toluene [108-88-3]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	QB-02
trans-1,2-Dichloroethene [156-60-5]^	0.00072	U	mg/kg dry	1	0.00072	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
trans-1,3-Dichloropropene [10061-02-6]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Trichloroethene [79-01-6]^	0.00063	U	mg/kg dry	1	0.00063	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Trichlorofluoromethane [75-69-4]^	0.00056	U	mg/kg dry	1	0.00056	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Vinyl chloride [75-01-4]^	0.00046	U	mg/kg dry	1	0.00046	0.0010	1F25021	EPA 8260D	06/26/21 00:21	kkw	
Xylenes (Total) [1330-20-7]^	0.0011	U	mg/kg dry	1	0.0011	0.0021	1F25021	EPA 8260D	06/26/21 00:21	kkw	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
4-Bromofluorobenzene	*0.051*	*1*	*0.0522*	*97 %*	*70-130*	*1F25021*	*EPA 8260D*	*06/26/21 00:21*	*kkw*	
Dibromofluoromethane	*0.055*	*1*	*0.0522*	*106 %*	*70-133*	*1F25021*	*EPA 8260D*	*06/26/21 00:21*	*kkw*	
Toluene-d8	*0.052*	*1*	*0.0522*	*99 %*	*70-130*	*1F25021*	*EPA 8260D*	*06/26/21 00:21*	*kkw*	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-5 | **Lab Sample ID:** AE05278-04 | **Received:** 06/23/21 11:17
Matrix: Soil | **Sampled:** 06/22/21 10:15 | **Work Order:** AE05278
Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 94.15

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,2,4-Trichlorobenzene [120-82-1]^	0.12	U	mg/kg dry	1	0.12	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
1,2-Dichlorobenzene [95-50-1]^	0.13	U	mg/kg dry	1	0.13	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
1,3-Dichlorobenzene [541-73-1]^	0.13	U	mg/kg dry	1	0.13	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
1,4-Dichlorobenzene [106-46-7]^	0.11	U	mg/kg dry	1	0.11	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
1-Methylnaphthalene [90-12-0]^	0.10	U	mg/kg dry	1	0.10	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
2,4,5-Trichlorophenol [95-95-4]^	0.071	U	mg/kg dry	1	0.071	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
2,4,6-Trichlorophenol [88-06-2]^	0.16	U	mg/kg dry	1	0.16	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
2,4-Dichlorophenol [120-83-2]^	0.27	U	mg/kg dry	1	0.27	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
2,4-Dimethylphenol [105-67-9]^	0.24	U	mg/kg dry	1	0.24	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
2,4-Dinitrophenol [51-28-5]^	0.095	U	mg/kg dry	1	0.095	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	QV-01
2,4-Dinitrotoluene [121-14-2]^	0.17	U	mg/kg dry	1	0.17	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
2,6-Dinitrotoluene [606-20-2]^	0.19	U	mg/kg dry	1	0.19	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
2-Chloronaphthalene [91-58-7]^	0.10	U	mg/kg dry	1	0.10	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
2-Chlorophenol [95-57-8]^	0.24	U	mg/kg dry	1	0.24	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
2-Methyl-4,6-dinitrophenol [534-52-1]^	0.30	U	mg/kg dry	1	0.30	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
2-Methylnaphthalene [91-57-6]^	0.13	U	mg/kg dry	1	0.13	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
2-Methylphenol [95-48-7]^	0.12	U	mg/kg dry	1	0.12	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
2-Nitroaniline [88-74-4]^	0.090	U	mg/kg dry	1	0.090	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	QV-01
2-Nitrophenol [88-75-5]^	0.28	U	mg/kg dry	1	0.28	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
3 & 4-Methylphenol [108-39-4/106-44-5]^	0.27	U	mg/kg dry	1	0.27	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
3,3'-Dichlorobenzidine [91-94-1]^	0.22	U	mg/kg dry	1	0.22	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
3-Nitroaniline [99-09-2]^	0.085	U	mg/kg dry	1	0.085	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	QV-01
4-Bromophenyl-phenylether [101-55-3]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
4-Chloro-3-methylphenol [59-50-7]^	0.30	U	mg/kg dry	1	0.30	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
4-Chloroaniline [106-47-8]^	0.069	U	mg/kg dry	1	0.069	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	QV-01
4-Chlorophenyl-phenylether [7005-72-3]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
4-Nitroaniline [100-01-6]^	0.28	U	mg/kg dry	1	0.28	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	QV-01
4-Nitrophenol [100-02-7]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	QV-01
Acenaphthene [83-32-9]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Acenaphthylene [208-96-8]^	0.13	U	mg/kg dry	1	0.13	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Anthracene [120-12-7]^	0.16	U	mg/kg dry	1	0.16	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Benzidine [92-87-5]^	0.091	U	mg/kg dry	1	0.091	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	QV-01
Benzo(a)anthracene [56-55-3]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Benzo(a)pyrene [50-32-8]^	0.083	U	mg/kg dry	1	0.083	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Benzo(b)fluoranthene [205-99-2]^	0.12	U	mg/kg dry	1	0.12	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Benzo(g,h,i)perylene [191-24-2]^	0.17	U	mg/kg dry	1	0.17	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Benzo(k)fluoranthene [207-08-9]^	0.12	U	mg/kg dry	1	0.12	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Benzoic acid [65-85-0]^	0.51	U	mg/kg dry	1	0.51	1.8	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Benzyl alcohol [100-51-6]^	0.17	U	mg/kg dry	1	0.17	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Bis(2-chloroethoxy)methane [111-91-1]^	0.16	U	mg/kg dry	1	0.16	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Bis(2-chloroethyl)ether [111-44-4]^	0.15	U	mg/kg dry	1	0.15	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Bis(2-chloroisopropyl)ether [108-60-1]^	0.11	U	mg/kg dry	1	0.11	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	QL-02, QV-01
Bis(2-ethylhexyl)phthalate [117-81-7]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Butylbenzylphthalate [85-68-7]^	0.15	U	mg/kg dry	1	0.15	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Chrysene [218-01-9]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Dibenzo(a,h)anthracene [53-70-3]^	0.15	U	mg/kg dry	1	0.15	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-5 | **Lab Sample ID:** AE05278-04 | **Received:** 06/23/21 11:17
Matrix: Soil | **Sampled:** 06/22/21 10:15 | **Work Order:** AE05278
Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 94.15

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Dibenzofuran [132-64-9]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	QV-01
Diethylphthalate [84-66-2]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Dimethylphthalate [131-11-3]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Di-n-butylphthalate [84-74-2]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Di-n-octylphthalate [117-84-0]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Fluoranthene [206-44-0]^	0.12	U	mg/kg dry	1	0.12	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Fluorene [86-73-7]^	0.15	U	mg/kg dry	1	0.15	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Hexachlorobenzene [118-74-1]^	0.13	U	mg/kg dry	1	0.13	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Hexachlorobutadiene [87-68-3]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Hexachlorocyclopentadiene [77-47-4]^	0.16	U	mg/kg dry	1	0.16	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Hexachloroethane [67-72-1]^	0.11	U	mg/kg dry	1	0.11	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Indeno(1,2,3-cd)pyrene [193-39-5]^	0.15	U	mg/kg dry	1	0.15	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Isophorone [78-59-1]^	0.18	U	mg/kg dry	1	0.18	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Naphthalene [91-20-3]^	0.13	U	mg/kg dry	1	0.13	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Nitrobenzene [98-95-3]^	0.16	U	mg/kg dry	1	0.16	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
N-Nitrosodimethylamine [62-75-9]^	0.13	U	mg/kg dry	1	0.13	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
N-Nitroso-di-n-propylamine [621-64-7]^	0.16	U	mg/kg dry	1	0.16	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
N-nitrosodiphenylamine/Diphenylamine [86-30-6/122-39-4]^	0.24	U	mg/kg dry	1	0.24	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Pentachlorophenol [87-86-5]^	0.22	U	mg/kg dry	1	0.22	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Phenanthrene [85-01-8]^	0.14	U	mg/kg dry	1	0.14	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Phenol [108-95-2]^	0.11	U	mg/kg dry	1	0.11	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Pyrene [129-00-0]^	0.12	U	mg/kg dry	1	0.12	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	
Pyridine [110-86-1]^	0.16	U	mg/kg dry	1	0.16	0.35	1F24033	EPA 8270E	06/30/21 14:24	jfi	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,6-Tribromophenol	*2.0*	*1*	*1.76*	*114 %*	*30-140*	*1F24033*	*EPA 8270E*	*06/30/21 14:24*	*jfi*	
2-Fluorobiphenyl	*1.5*	*1*	*1.76*	*86 %*	*55-120*	*1F24033*	*EPA 8270E*	*06/30/21 14:24*	*jfi*	
2-Fluorophenol	*1.6*	*1*	*1.76*	*93 %*	*38-120*	*1F24033*	*EPA 8270E*	*06/30/21 14:24*	*jfi*	
Nitrobenzene-d5	*1.5*	*1*	*1.76*	*87 %*	*45-120*	*1F24033*	*EPA 8270E*	*06/30/21 14:24*	*jfi*	
Phenol-d5	*1.8*	*1*	*1.76*	*105 %*	*31-120*	*1F24033*	*EPA 8270E*	*06/30/21 14:24*	*jfi*	
Terphenyl-d14	*2.2*	*1*	*1.76*	*123 %*	*41-174*	*1F24033*	*EPA 8270E*	*06/30/21 14:24*	*jfi*	

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
4,4'-DDD [72-54-8]^	0.0017	U	mg/kg dry	2	0.0017	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
4,4'-DDE [72-55-9]^	0.0014	U	mg/kg dry	2	0.0014	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
4,4'-DDT [50-29-3]^	0.0014	U	mg/kg dry	2	0.0014	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Aldrin [309-00-2]^	0.0011	U	mg/kg dry	2	0.0011	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
alpha-BHC [319-84-6]^	0.0012	U	mg/kg dry	2	0.0012	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
beta-BHC [319-85-7]^	0.0025	U	mg/kg dry	2	0.0025	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Chlordane (tech) [12789-03-6]^	0.015	U	mg/kg dry	2	0.015	0.070	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Chlordane-alpha [5103-71-9]^	0.0014	U	mg/kg dry	2	0.0014	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Chlordane-gamma [5103-74-2]^	0.0016	U	mg/kg dry	2	0.0016	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
delta-BHC [319-86-8]^	0.0013	U	mg/kg dry	2	0.0013	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Dieldrin [60-57-1]^	0.00096	U	mg/kg dry	2	0.00096	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Endosulfan I [959-98-8]^	0.00085	U	mg/kg dry	2	0.00085	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: TH-5	**Lab Sample ID:** AE05278-04	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 10:15	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 94.15

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Endosulfan II [33213-65-9]^	0.0018	U	mg/kg dry	2	0.0018	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Endosulfan sulfate [1031-07-8]^	0.0013	U	mg/kg dry	2	0.0013	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Endrin [72-20-8]^	0.0016	U	mg/kg dry	2	0.0016	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Endrin aldehyde [7421-93-4]^	0.0030	U	mg/kg dry	2	0.0030	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Endrin ketone [53494-70-5]^	0.0013	U	mg/kg dry	2	0.0013	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
gamma-BHC [58-89-9]^	0.0013	U	mg/kg dry	2	0.0013	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Heptachlor [76-44-8]^	0.0014	U	mg/kg dry	2	0.0014	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Heptachlor epoxide [1024-57-3]^	0.0016	U	mg/kg dry	2	0.0016	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Isodrin [465-73-6]^	0.0013	U	mg/kg dry	2	0.0013	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Methoxychlor [72-43-5]^	0.0020	U	mg/kg dry	2	0.0020	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Mirex [2385-85-5]^	0.0023	U	mg/kg dry	2	0.0023	0.0036	1F23001	EPA 8081B	06/28/21 17:13	JJB	
Toxaphene [8001-35-2]^	0.036	U	mg/kg dry	2	0.036	0.070	1F23001	EPA 8081B	06/28/21 17:13	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,5,6-TCMX	*0.023*	*2*	*0.0358*	*64 %*	*20-137*	*1F23001*	*EPA 8081B*	*06/28/21 17:13*	*JJB*	
Decachlorobiphenyl	*0.034*	*2*	*0.0358*	*94 %*	*13-183*	*1F23001*	*EPA 8081B*	*06/28/21 17:13*	*JJB*	

Polychlorinated Biphenyls by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
PCB-1016/1242 [12674-11-2/53469-21-9]^	0.015	U	mg/kg dry	1	0.015	0.018	1F23012	EPA 8082A	06/25/21 15:41	JJB	
PCB-1221 [11104-28-2]^	0.015	U	mg/kg dry	1	0.015	0.018	1F23012	EPA 8082A	06/25/21 15:41	JJB	
PCB-1232 [11141-16-5]^	0.015	U	mg/kg dry	1	0.015	0.018	1F23012	EPA 8082A	06/25/21 15:41	JJB	
PCB-1248 [12672-29-6]^	0.016	U	mg/kg dry	1	0.016	0.018	1F23012	EPA 8082A	06/25/21 15:41	JJB	
PCB-1254 [11097-69-1]^	0.017	U	mg/kg dry	1	0.017	0.018	1F23012	EPA 8082A	06/25/21 15:41	JJB	
PCB-1260 [11096-82-5]^	0.012	U	mg/kg dry	1	0.012	0.018	1F23012	EPA 8082A	06/25/21 15:41	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,5,6-TCMX	*0.030*	*1*	*0.0356*	*84 %*	*20-137*	*1F23012*	*EPA 8082A*	*06/25/21 15:41*	*JJB*	
Decachlorobiphenyl	*0.031*	*1*	*0.0356*	*87 %*	*13-183*	*1F23012*	*EPA 8082A*	*06/25/21 15:41*	*JJB*	

FL Petroleum Range Organics

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
TPH (C8-C40)^	**67**		mg/kg dry	1	3.6	6.1	1F23036	FL-PRO	06/25/21 19:15	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
n-Pentatriacontane	*2.2*	*1*	*3.56*	*60 %*	*36-132*	*1F23036*	*FL-PRO*	*06/25/21 19:15*	*JJB*	
o-Terphenyl	*1.5*	*1*	*1.60*	*94 %*	*66-136*	*1F23036*	*FL-PRO*	*06/25/21 19:15*	*JJB*	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-5 | **Lab Sample ID:** AE05278-04 | **Received:** 06/23/21 11:17
Matrix: Soil | **Sampled:** 06/22/21 10:15 | **Work Order:** AE05278
Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 94.15

Metals by EPA 6000/7000 Series Methods

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Mercury [7439-97-6]^	**0.0539**		mg/kg dry	1	0.00377	0.00966	1F25013	EPA 7471B	06/28/21 10:20	NRB	

Metals by EPA 6000/7000 Series Methods

^ - ENCO Cary certified analyte [NELAC E87610]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Arsenic [7440-38-2]^	0.340	U	mg/kg dry	1	0.340	0.532	1F25029	EPA 6010D	06/28/21 11:37	JDH	
Barium [7440-39-3]^	**11.7**		mg/kg dry	1	0.106	0.532	1F25029	EPA 6010D	06/28/21 11:37	JDH	
Cadmium [7440-43-9]^	0.0102	U	mg/kg dry	1	0.0102	0.0532	1F25029	EPA 6010D	06/28/21 11:37	JDH	
Chromium [7440-47-3]^	**4.62**		mg/kg dry	1	0.106	0.532	1F25029	EPA 6010D	06/28/21 11:37	JDH	
Lead [7439-92-1]^	**13.3**		mg/kg dry	1	0.128	0.532	1F25029	EPA 6010D	06/28/21 11:37	JDH	
Selenium [7782-49-2]^	0.436	U	mg/kg dry	1	0.436	0.532	1F25029	EPA 6010D	06/28/21 11:37	JDH	
Silver [7440-22-4]^	0.106	U	mg/kg dry	1	0.106	0.532	1F25029	EPA 6010D	06/28/21 11:37	JDH	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-9-1 | **Lab Sample ID:** AE05278-05 | **Received:** 06/23/21 11:17
Matrix: Soil | **Sampled:** 06/22/21 11:20 | **Work Order:** AE05278
Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 95.01

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,1,1,2-Tetrachloroethane [630-20-6]^	0.00074	U	mg/kg dry	1	0.00074	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,1,1-Trichloroethane [71-55-6]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,1,2,2-Tetrachloroethane [79-34-5]^	0.00063	U	mg/kg dry	1	0.00063	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,1,2-Trichloroethane [79-00-5]^	0.00073	U	mg/kg dry	1	0.00073	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,1-Dichloroethane [75-34-3]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,1-Dichloroethene [75-35-4]^	0.00065	U	mg/kg dry	1	0.00065	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,1-Dichloropropene [563-58-6]^	0.00057	U	mg/kg dry	1	0.00057	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,2,3-Trichlorobenzene [87-61-6]^	0.00096	U	mg/kg dry	1	0.00096	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,2,3-Trichloropropane [96-18-4]^	0.0012	U	mg/kg dry	1	0.0012	0.0053	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,2,4-Trichlorobenzene [120-82-1]^	0.00089	U	mg/kg dry	1	0.00089	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,2,4-Trimethylbenzene [95-63-6]^	0.00072	U	mg/kg dry	1	0.00072	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,2-Dibromo-3-chloropropane [96-12-8]^	0.00089	U	mg/kg dry	1	0.00089	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,2-Dibromoethane [106-93-4]^	0.00071	U	mg/kg dry	1	0.00071	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,2-Dichlorobenzene [95-50-1]^	0.00048	U	mg/kg dry	1	0.00048	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,2-Dichloroethane [107-06-2]^	0.00056	U	mg/kg dry	1	0.00056	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,2-Dichloropropane [78-87-5]^	0.00062	U	mg/kg dry	1	0.00062	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,3,5-Trimethylbenzene [108-67-8]^	0.00062	U	mg/kg dry	1	0.00062	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,3-Dichlorobenzene [541-73-1]^	0.00063	U	mg/kg dry	1	0.00063	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,3-Dichloropropane [142-28-9]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
1,4-Dichlorobenzene [106-46-7]^	0.00054	U	mg/kg dry	1	0.00054	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
2,2-Dichloropropane [594-20-7]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
2-Butanone [78-93-3]^	0.0046	U	mg/kg dry	1	0.0046	0.0053	1F25021	EPA 8260D	06/26/21 00:49	kkw	
2-Chloroethyl Vinyl Ether [110-75-8]^	0.0032	U	mg/kg dry	1	0.0032	0.0053	1F25021	EPA 8260D	06/26/21 00:49	kkw	
2-Chlorotoluene [95-49-8]^	0.00051	U	mg/kg dry	1	0.00051	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
2-Hexanone [591-78-6]^	0.0036	U	mg/kg dry	1	0.0036	0.0053	1F25021	EPA 8260D	06/26/21 00:49	kkw	
4-Chlorotoluene [106-43-4]^	0.00064	U	mg/kg dry	1	0.00064	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
4-Isopropyltoluene [99-87-6]^	**0.0071**		mg/kg dry	1	0.00080	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
4-Methyl-2-pentanone [108-10-1]^	0.0038	U	mg/kg dry	1	0.0038	0.0053	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Acetone [67-64-1]^	0.0058	U	mg/kg dry	1	0.0058	0.021	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Benzene [71-43-2]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Bromobenzene [108-86-1]^	0.00076	U	mg/kg dry	1	0.00076	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Bromochloromethane [74-97-5]^	0.00091	U	mg/kg dry	1	0.00091	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Bromodichloromethane [75-27-4]^	0.00066	U	mg/kg dry	1	0.00066	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Bromoform [75-25-2]^	0.00082	U	mg/kg dry	1	0.00082	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Bromomethane [74-83-9]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	QV-01
Carbon disulfide [75-15-0]^	0.0026	U	mg/kg dry	1	0.0026	0.0053	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Carbon Tetrachloride [56-23-5]^	0.00063	U	mg/kg dry	1	0.00063	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Chlorobenzene [108-90-7]^	0.00056	U	mg/kg dry	1	0.00056	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Chloroethane [75-00-3]^	0.00071	U	mg/kg dry	1	0.00071	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Chloroform [67-66-3]^	0.00064	U	mg/kg dry	1	0.00064	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Chloromethane [74-87-3]^	0.00068	U	mg/kg dry	1	0.00068	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
cis-1,2-Dichloroethene [156-59-2]^	0.00067	U	mg/kg dry	1	0.00067	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
cis-1,3-Dichloropropene [10061-01-5]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Dibromochloromethane [124-48-1]^	0.00076	U	mg/kg dry	1	0.00076	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Dibromomethane [74-95-3]^	0.00091	U	mg/kg dry	1	0.00091	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Dichlorodifluoromethane [75-71-8]^	0.00065	U	mg/kg dry	1	0.00065	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Ethylbenzene [100-41-4]^	0.00061	U	mg/kg dry	1	0.00061	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: TH-9-1 | **Lab Sample ID:** AE05278-05 | **Received:** 06/23/21 11:17

Matrix: Soil | **Sampled:** 06/22/21 11:20 | **Work Order:** AE05278

Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 95.01

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Hexachlorobutadiene [87-68-3]^	0.00096	U	mg/kg dry	1	0.00096	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Isopropylbenzene [98-82-8]^	0.00057	U	mg/kg dry	1	0.00057	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
m,p-Xylenes [108-38-3/106-42-3]^	0.0012	U	mg/kg dry	1	0.0012	0.0021	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Methylene Chloride [75-09-2]^	0.0068	U	mg/kg dry	1	0.0068	0.011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Methyl-tert-Butyl Ether [1634-04-4]^	0.00066	U	mg/kg dry	1	0.00066	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Naphthalene [91-20-3]^	0.00085	U	mg/kg dry	1	0.00085	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
n-Butyl Benzene [104-51-8]^	0.00095	U	mg/kg dry	1	0.00095	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
n-Propyl Benzene [103-65-1]^	0.00066	U	mg/kg dry	1	0.00066	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
o-Xylene [95-47-6]^	0.00059	U	mg/kg dry	1	0.00059	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
sec-Butylbenzene [135-98-8]^	0.00068	U	mg/kg dry	1	0.00068	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Styrene [100-42-5]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
tert-Butylbenzene [98-06-6]^	0.00074	U	mg/kg dry	1	0.00074	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Tetrachloroethene [127-18-4]^	0.00071	U	mg/kg dry	1	0.00071	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Toluene [108-88-3]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	QB-02
trans-1,2-Dichloroethene [156-60-5]^	0.00073	U	mg/kg dry	1	0.00073	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
trans-1,3-Dichloropropene [10061-02-6]^	0.00053	U	mg/kg dry	1	0.00053	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Trichloroethene [79-01-6]^	0.00063	U	mg/kg dry	1	0.00063	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Trichlorofluoromethane [75-69-4]^	0.00057	U	mg/kg dry	1	0.00057	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Vinyl chloride [75-01-4]^	0.00046	U	mg/kg dry	1	0.00046	0.0011	1F25021	EPA 8260D	06/26/21 00:49	kkw	
Xylenes (Total) [1330-20-7]^	0.0012	U	mg/kg dry	1	0.0012	0.0021	1F25021	EPA 8260D	06/26/21 00:49	kkw	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
4-Bromofluorobenzene	*0.051*	*1*	*0.0526*	*98 %*	*70-130*	*1F25021*	*EPA 8260D*	*06/26/21 00:49*	*kkw*	
Dibromofluoromethane	*0.055*	*1*	*0.0526*	*105 %*	*70-133*	*1F25021*	*EPA 8260D*	*06/26/21 00:49*	*kkw*	
Toluene-d8	*0.053*	*1*	*0.0526*	*101 %*	*70-130*	*1F25021*	*EPA 8260D*	*06/26/21 00:49*	*kkw*	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-9	**Lab Sample ID:** AE05278-06	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 11:20	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 91.08

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,2,4-Trichlorobenzene [120-82-1]^	0.12	U	mg/kg dry	1	0.12	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
1,2-Dichlorobenzene [95-50-1]^	0.13	U	mg/kg dry	1	0.13	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
1,3-Dichlorobenzene [541-73-1]^	0.13	U	mg/kg dry	1	0.13	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
1,4-Dichlorobenzene [106-46-7]^	0.11	U	mg/kg dry	1	0.11	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
1-Methylnaphthalene [90-12-0]^	0.11	U	mg/kg dry	1	0.11	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
2,4,5-Trichlorophenol [95-95-4]^	0.073	U	mg/kg dry	1	0.073	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
2,4,6-Trichlorophenol [88-06-2]^	0.16	U	mg/kg dry	1	0.16	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
2,4-Dichlorophenol [120-83-2]^	0.27	U	mg/kg dry	1	0.27	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
2,4-Dimethylphenol [105-67-9]^	0.25	U	mg/kg dry	1	0.25	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
2,4-Dinitrophenol [51-28-5]^	0.098	U	mg/kg dry	1	0.098	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	QV-01
2,4-Dinitrotoluene [121-14-2]^	0.18	U	mg/kg dry	1	0.18	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
2,6-Dinitrotoluene [606-20-2]^	0.20	U	mg/kg dry	1	0.20	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
2-Chloronaphthalene [91-58-7]^	0.11	U	mg/kg dry	1	0.11	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
2-Chlorophenol [95-57-8]^	0.25	U	mg/kg dry	1	0.25	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
2-Methyl-4,6-dinitrophenol [534-52-1]^	0.31	U	mg/kg dry	1	0.31	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
2-Methylnaphthalene [91-57-6]^	0.13	U	mg/kg dry	1	0.13	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
2-Methylphenol [95-48-7]^	0.12	U	mg/kg dry	1	0.12	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
2-Nitroaniline [88-74-4]^	0.093	U	mg/kg dry	1	0.093	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	QV-01
2-Nitrophenol [88-75-5]^	0.29	U	mg/kg dry	1	0.29	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
3 & 4-Methylphenol [108-39-4/106-44-5]^	0.27	U	mg/kg dry	1	0.27	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
3,3'-Dichlorobenzidine [91-94-1]^	0.23	U	mg/kg dry	1	0.23	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
3-Nitroaniline [99-09-2]^	0.088	U	mg/kg dry	1	0.088	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	QV-01
4-Bromophenyl-phenylether [101-55-3]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
4-Chloro-3-methylphenol [59-50-7]^	0.31	U	mg/kg dry	1	0.31	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
4-Chloroaniline [106-47-8]^	0.071	U	mg/kg dry	1	0.071	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	QV-01
4-Chlorophenyl-phenylether [7005-72-3]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
4-Nitroaniline [100-01-6]^	0.29	U	mg/kg dry	1	0.29	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	QV-01
4-Nitrophenol [100-02-7]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	QV-01
Acenaphthene [83-32-9]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Acenaphthylene [208-96-8]^	0.13	U	mg/kg dry	1	0.13	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Anthracene [120-12-7]^	0.16	U	mg/kg dry	1	0.16	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Benzidine [92-87-5]^	0.094	U	mg/kg dry	1	0.094	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	QV-01
Benzo(a)anthracene [56-55-3]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Benzo(a)pyrene [50-32-8]^	0.086	U	mg/kg dry	1	0.086	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Benzo(b)fluoranthene [205-99-2]^	0.12	U	mg/kg dry	1	0.12	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Benzo(g,h,i)perylene [191-24-2]^	0.18	U	mg/kg dry	1	0.18	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Benzo(k)fluoranthene [207-08-9]^	0.12	U	mg/kg dry	1	0.12	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Benzoic acid [65-85-0]^	0.53	U	mg/kg dry	1	0.53	1.9	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Benzyl alcohol [100-51-6]^	0.18	U	mg/kg dry	1	0.18	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Bis(2-chloroethoxy)methane [111-91-1]^	0.16	U	mg/kg dry	1	0.16	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Bis(2-chloroethyl)ether [111-44-4]^	0.15	U	mg/kg dry	1	0.15	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Bis(2-chloroisopropyl)ether [108-60-1]^	0.11	U	mg/kg dry	1	0.11	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	QL-02, QV-01
Bis(2-ethylhexyl)phthalate [117-81-7]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Butylbenzylphthalate [85-68-7]^	0.15	U	mg/kg dry	1	0.15	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Chrysene [218-01-9]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Dibenzo(a,h)anthracene [53-70-3]^	0.15	U	mg/kg dry	1	0.15	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-9	**Lab Sample ID:** AE05278-06	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 11:20	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 91.08

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Dibenzofuran [132-64-9]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	QV-01
Diethylphthalate [84-66-2]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Dimethylphthalate [131-11-3]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Di-n-butylphthalate [84-74-2]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Di-n-octylphthalate [117-84-0]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Fluoranthene [206-44-0]^	**0.12**	I	mg/kg dry	1	0.12	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Fluorene [86-73-7]^	0.15	U	mg/kg dry	1	0.15	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Hexachlorobenzene [118-74-1]^	0.13	U	mg/kg dry	1	0.13	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Hexachlorobutadiene [87-68-3]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Hexachlorocyclopentadiene [77-47-4]^	0.16	U	mg/kg dry	1	0.16	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Hexachloroethane [67-72-1]^	0.11	U	mg/kg dry	1	0.11	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Indeno(1,2,3-cd)pyrene [193-39-5]^	0.15	U	mg/kg dry	1	0.15	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Isophorone [78-59-1]^	0.19	U	mg/kg dry	1	0.19	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Naphthalene [91-20-3]^	0.13	U	mg/kg dry	1	0.13	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Nitrobenzene [98-95-3]^	0.16	U	mg/kg dry	1	0.16	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
N-Nitrosodimethylamine [62-75-9]^	0.13	U	mg/kg dry	1	0.13	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
N-Nitroso-di-n-propylamine [621-64-7]^	0.16	U	mg/kg dry	1	0.16	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
N-nitrosodiphenylamine/Diphenylamine [86-30-6/122-39-4]^	0.25	U	mg/kg dry	1	0.25	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Pentachlorophenol [87-86-5]^	0.23	U	mg/kg dry	1	0.23	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Phenanthrene [85-01-8]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Phenol [108-95-2]^	0.11	U	mg/kg dry	1	0.11	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Pyrene [129-00-0]^	0.12	U	mg/kg dry	1	0.12	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	
Pyridine [110-86-1]^	0.16	U	mg/kg dry	1	0.16	0.36	1F24033	EPA 8270E	06/30/21 14:54	jfi	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,6-Tribromophenol	*1.8*	*1*	*1.85*	*95 %*	*30-140*	*1F24033*	*EPA 8270E*	*06/30/21 14:54*	*jfi*	
2-Fluorobiphenyl	*1.4*	*1*	*1.85*	*77 %*	*55-120*	*1F24033*	*EPA 8270E*	*06/30/21 14:54*	*jfi*	
2-Fluorophenol	*1.4*	*1*	*1.85*	*75 %*	*38-120*	*1F24033*	*EPA 8270E*	*06/30/21 14:54*	*jfi*	
Nitrobenzene-d5	*1.2*	*1*	*1.85*	*66 %*	*45-120*	*1F24033*	*EPA 8270E*	*06/30/21 14:54*	*jfi*	
Phenol-d5	*1.6*	*1*	*1.85*	*85 %*	*31-120*	*1F24033*	*EPA 8270E*	*06/30/21 14:54*	*jfi*	
Terphenyl-d14	*2.2*	*1*	*1.85*	*116 %*	*41-174*	*1F24033*	*EPA 8270E*	*06/30/21 14:54*	*jfi*	

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
4,4'-DDD [72-54-8]^	0.0018	U	mg/kg dry	2	0.0018	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
4,4'-DDE [72-55-9]^	**0.0015**	I	mg/kg dry	2	0.0014	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
4,4'-DDT [50-29-3]^	0.0014	U	mg/kg dry	2	0.0014	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Aldrin [309-00-2]^	0.0011	U	mg/kg dry	2	0.0011	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
alpha-BHC [319-84-6]^	0.0012	U	mg/kg dry	2	0.0012	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
beta-BHC [319-85-7]^	0.0026	U	mg/kg dry	2	0.0026	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Chlordane (tech) [12789-03-6]^	0.016	U	mg/kg dry	2	0.016	0.072	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Chlordane-alpha [5103-71-9]^	**0.0029**	I	mg/kg dry	2	0.0014	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Chlordane-gamma [5103-74-2]^	**0.0022**	I	mg/kg dry	2	0.0017	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
delta-BHC [319-86-8]^	0.0014	U	mg/kg dry	2	0.0014	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Dieldrin [60-57-1]^	0.00099	U	mg/kg dry	2	0.00099	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Endosulfan I [959-98-8]^	0.00088	U	mg/kg dry	2	0.00088	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-9	**Lab Sample ID:** AE05278-06	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 11:20	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 91.08

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Endosulfan II [33213-65-9]^	0.0019	U	mg/kg dry	2	0.0019	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Endosulfan sulfate [1031-07-8]^	0.0013	U	mg/kg dry	2	0.0013	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Endrin [72-20-8]^	0.0016	U	mg/kg dry	2	0.0016	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Endrin aldehyde [7421-93-4]^	0.0031	U	mg/kg dry	2	0.0031	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Endrin ketone [53494-70-5]^	0.0013	U	mg/kg dry	2	0.0013	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
gamma-BHC [58-89-9]^	0.0013	U	mg/kg dry	2	0.0013	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Heptachlor [76-44-8]^	0.0014	U	mg/kg dry	2	0.0014	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Heptachlor epoxide [1024-57-3]^	0.0016	U	mg/kg dry	2	0.0016	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Isodrin [465-73-6]^	0.0014	U	mg/kg dry	2	0.0014	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Methoxychlor [72-43-5]^	0.0021	U	mg/kg dry	2	0.0021	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Mirex [2385-85-5]^	0.0024	U	mg/kg dry	2	0.0024	0.0037	1F23001	EPA 8081B	06/28/21 17:25	JJB	
Toxaphene [8001-35-2]^	0.037	U	mg/kg dry	2	0.037	0.072	1F23001	EPA 8081B	06/28/21 17:25	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,5,6-TCMX	*0.022*	*2*	*0.0368*	*60 %*	*20-137*	*1F23001*	*EPA 8081B*	*06/28/21 17:25*	*JJB*	
Decachlorobiphenyl	*0.035*	*2*	*0.0368*	*94 %*	*13-183*	*1F23001*	*EPA 8081B*	*06/28/21 17:25*	*JJB*	

Polychlorinated Biphenyls by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
PCB-1016/1242 [12674-11-2/53469-21-9]^	0.015	U	mg/kg dry	1	0.015	0.019	1F23012	EPA 8082A	06/25/21 15:53	JJB	
PCB-1221 [11104-28-2]^	0.015	U	mg/kg dry	1	0.015	0.019	1F23012	EPA 8082A	06/25/21 15:53	JJB	
PCB-1232 [11141-16-5]^	0.015	U	mg/kg dry	1	0.015	0.019	1F23012	EPA 8082A	06/25/21 15:53	JJB	
PCB-1248 [12672-29-6]^	0.016	U	mg/kg dry	1	0.016	0.019	1F23012	EPA 8082A	06/25/21 15:53	JJB	
PCB-1254 [11097-69-1]^	0.018	U	mg/kg dry	1	0.018	0.019	1F23012	EPA 8082A	06/25/21 15:53	JJB	
PCB-1260 [11096-82-5]^	0.012	U	mg/kg dry	1	0.012	0.019	1F23012	EPA 8082A	06/25/21 15:53	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,5,6-TCMX	*0.031*	*1*	*0.0367*	*85 %*	*20-137*	*1F23012*	*EPA 8082A*	*06/25/21 15:53*	*JJB*	
Decachlorobiphenyl	*0.030*	*1*	*0.0367*	*83 %*	*13-183*	*1F23012*	*EPA 8082A*	*06/25/21 15:53*	*JJB*	

FL Petroleum Range Organics

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
TPH (C8-C40)^	**470**		mg/kg dry	50	190	310	1F23036	FL-PRO	06/25/21 19:40	JJB	R-01

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
n-Pentatriacontane	*ND*	*50*	*3.67*	*%*	*36-132*	*1F23036*	*FL-PRO*	*06/25/21 19:40*	*JJB*	*QS-04, R-01*
o-Terphenyl	*ND*	*50*	*1.65*	*%*	*66-136*	*1F23036*	*FL-PRO*	*06/25/21 19:40*	*JJB*	*QS-04, R-01*

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-9	**Lab Sample ID:** AE05278-06	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 11:20	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 91.08

Metals by EPA 6000/7000 Series Methods

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Mercury [7439-97-6]^	**0.0459**		mg/kg dry	1	0.00428	0.0110	1F25013	EPA 7471B	06/28/21 10:37	NRB	

Metals by EPA 6000/7000 Series Methods

^ - ENCO Cary certified analyte [NELAC E87610]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Arsenic [7440-38-2]^	0.352	U	mg/kg dry	1	0.352	0.549	1F25029	EPA 6010D	06/28/21 11:39	JDH	
Barium [7440-39-3]^	**11.7**		mg/kg dry	1	0.110	0.549	1F25029	EPA 6010D	06/28/21 11:39	JDH	
Cadmium [7440-43-9]^	**0.0119**	I	mg/kg dry	1	0.0105	0.0549	1F25029	EPA 6010D	06/28/21 11:39	JDH	
Chromium [7440-47-3]^	**3.63**		mg/kg dry	1	0.110	0.549	1F25029	EPA 6010D	06/28/21 11:39	JDH	
Lead [7439-92-1]^	**20.7**		mg/kg dry	1	0.132	0.549	1F25029	EPA 6010D	06/28/21 11:39	JDH	
Selenium [7782-49-2]^	0.451	U	mg/kg dry	1	0.451	0.549	1F25029	EPA 6010D	06/28/21 11:39	JDH	
Silver [7440-22-4]^	0.110	U	mg/kg dry	1	0.110	0.549	1F25029	EPA 6010D	06/28/21 11:39	JDH	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-10-1 | **Lab Sample ID:** AE05278-07 | **Received:** 06/23/21 11:17
Matrix: Soil | **Sampled:** 06/22/21 11:40 | **Work Order:** AE05278
Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 96.24

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,1,1,2-Tetrachloroethane [630-20-6]^	0.00073	U	mg/kg dry	1	0.00073	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,1,1-Trichloroethane [71-55-6]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,1,2,2-Tetrachloroethane [79-34-5]^	0.00062	U	mg/kg dry	1	0.00062	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,1,2-Trichloroethane [79-00-5]^	0.00072	U	mg/kg dry	1	0.00072	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,1-Dichloroethane [75-34-3]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,1-Dichloroethene [75-35-4]^	0.00064	U	mg/kg dry	1	0.00064	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,1-Dichloropropene [563-58-6]^	0.00056	U	mg/kg dry	1	0.00056	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,2,3-Trichlorobenzene [87-61-6]^	0.00095	U	mg/kg dry	1	0.00095	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,2,3-Trichloropropane [96-18-4]^	0.0011	U	mg/kg dry	1	0.0011	0.0052	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,2,4-Trichlorobenzene [120-82-1]^	0.00088	U	mg/kg dry	1	0.00088	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,2,4-Trimethylbenzene [95-63-6]^	0.00071	U	mg/kg dry	1	0.00071	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,2-Dibromo-3-chloropropane [96-12-8]^	0.00088	U	mg/kg dry	1	0.00088	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,2-Dibromoethane [106-93-4]^	0.00070	U	mg/kg dry	1	0.00070	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,2-Dichlorobenzene [95-50-1]^	0.00048	U	mg/kg dry	1	0.00048	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,2-Dichloroethane [107-06-2]^	0.00055	U	mg/kg dry	1	0.00055	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,2-Dichloropropane [78-87-5]^	0.00061	U	mg/kg dry	1	0.00061	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,3,5-Trimethylbenzene [108-67-8]^	0.00061	U	mg/kg dry	1	0.00061	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,3-Dichlorobenzene [541-73-1]^	0.00062	U	mg/kg dry	1	0.00062	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,3-Dichloropropane [142-28-9]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
1,4-Dichlorobenzene [106-46-7]^	0.00053	U	mg/kg dry	1	0.00053	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
2,2-Dichloropropane [594-20-7]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
2-Butanone [78-93-3]^	0.0046	U	mg/kg dry	1	0.0046	0.0052	1F25021	EPA 8260D	06/26/21 01:17	kkw	
2-Chloroethyl Vinyl Ether [110-75-8]^	0.0031	U	mg/kg dry	1	0.0031	0.0052	1F25021	EPA 8260D	06/26/21 01:17	kkw	
2-Chlorotoluene [95-49-8]^	0.00050	U	mg/kg dry	1	0.00050	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
2-Hexanone [591-78-6]^	0.0035	U	mg/kg dry	1	0.0035	0.0052	1F25021	EPA 8260D	06/26/21 01:17	kkw	
4-Chlorotoluene [106-43-4]^	0.00063	U	mg/kg dry	1	0.00063	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
4-Isopropyltoluene [99-87-6]^	0.00079	U	mg/kg dry	1	0.00079	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
4-Methyl-2-pentanone [108-10-1]^	0.0037	U	mg/kg dry	1	0.0037	0.0052	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Acetone [67-64-1]^	0.0057	U	mg/kg dry	1	0.0057	0.021	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Benzene [71-43-2]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Bromobenzene [108-86-1]^	0.00075	U	mg/kg dry	1	0.00075	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Bromochloromethane [74-97-5]^	0.00089	U	mg/kg dry	1	0.00089	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Bromodichloromethane [75-27-4]^	0.00065	U	mg/kg dry	1	0.00065	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Bromoform [75-25-2]^	0.00081	U	mg/kg dry	1	0.00081	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Bromomethane [74-83-9]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	QV-01
Carbon disulfide [75-15-0]^	0.0026	U	mg/kg dry	1	0.0026	0.0052	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Carbon Tetrachloride [56-23-5]^	0.00062	U	mg/kg dry	1	0.00062	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Chlorobenzene [108-90-7]^	0.00055	U	mg/kg dry	1	0.00055	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Chloroethane [75-00-3]^	0.00070	U	mg/kg dry	1	0.00070	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Chloroform [67-66-3]^	0.00063	U	mg/kg dry	1	0.00063	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Chloromethane [74-87-3]^	0.00068	U	mg/kg dry	1	0.00068	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
cis-1,2-Dichloroethene [156-59-2]^	0.00067	U	mg/kg dry	1	0.00067	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
cis-1,3-Dichloropropene [10061-01-5]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Dibromochloromethane [124-48-1]^	0.00075	U	mg/kg dry	1	0.00075	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Dibromomethane [74-95-3]^	0.00089	U	mg/kg dry	1	0.00089	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Dichlorodifluoromethane [75-71-8]^	0.00064	U	mg/kg dry	1	0.00064	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Ethylbenzene [100-41-4]^	0.00060	U	mg/kg dry	1	0.00060	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: TH-10-1 | **Lab Sample ID:** AE05278-07 | **Received:** 06/23/21 11:17
Matrix: Soil | **Sampled:** 06/22/21 11:40 | **Work Order:** AE05278
Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 96.24

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Hexachlorobutadiene [87-68-3]^	0.00095	U	mg/kg dry	1	0.00095	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Isopropylbenzene [98-82-8]^	0.00056	U	mg/kg dry	1	0.00056	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
m,p-Xylenes [108-38-3/106-42-3]^	0.0011	U	mg/kg dry	1	0.0011	0.0021	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Methylene Chloride [75-09-2]^	0.0068	U	mg/kg dry	1	0.0068	0.010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Methyl-tert-Butyl Ether [1634-04-4]^	0.00065	U	mg/kg dry	1	0.00065	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Naphthalene [91-20-3]^	0.00084	U	mg/kg dry	1	0.00084	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
n-Butyl Benzene [104-51-8]^	0.00094	U	mg/kg dry	1	0.00094	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
n-Propyl Benzene [103-65-1]^	0.00065	U	mg/kg dry	1	0.00065	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
o-Xylene [95-47-6]^	0.00058	U	mg/kg dry	1	0.00058	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
sec-Butylbenzene [135-98-8]^	0.00068	U	mg/kg dry	1	0.00068	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Styrene [100-42-5]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
tert-Butylbenzene [98-06-6]^	0.00073	U	mg/kg dry	1	0.00073	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Tetrachloroethene [127-18-4]^	0.00070	U	mg/kg dry	1	0.00070	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Toluene [108-88-3]^	**0.00055**	IV	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	J-01, O-01
trans-1,2-Dichloroethene [156-60-5]^	0.00072	U	mg/kg dry	1	0.00072	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
trans-1,3-Dichloropropene [10061-02-6]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Trichloroethene [79-01-6]^	0.00062	U	mg/kg dry	1	0.00062	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Trichlorofluoromethane [75-69-4]^	0.00056	U	mg/kg dry	1	0.00056	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Vinyl chloride [75-01-4]^	0.00046	U	mg/kg dry	1	0.00046	0.0010	1F25021	EPA 8260D	06/26/21 01:17	kkw	
Xylenes (Total) [1330-20-7]^	0.0011	U	mg/kg dry	1	0.0011	0.0021	1F25021	EPA 8260D	06/26/21 01:17	kkw	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
4-Bromofluorobenzene	*0.050*	*1*	*0.0520*	*96 %*	*70-130*	*1F25021*	*EPA 8260D*	*06/26/21 01:17*	*kkw*	
Dibromofluoromethane	*0.055*	*1*	*0.0520*	*106 %*	*70-133*	*1F25021*	*EPA 8260D*	*06/26/21 01:17*	*kkw*	
Toluene-d8	*0.052*	*1*	*0.0520*	*100 %*	*70-130*	*1F25021*	*EPA 8260D*	*06/26/21 01:17*	*kkw*	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-10 | **Lab Sample ID:** AE05278-08 | **Received:** 06/23/21 11:17
Matrix: Soil | **Sampled:** 06/22/21 11:40 | **Work Order:** AE05278
Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 91.12

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,2,4-Trichlorobenzene [120-82-1]^	0.12	U	mg/kg dry	1	0.12	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
1,2-Dichlorobenzene [95-50-1]^	0.13	U	mg/kg dry	1	0.13	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
1,3-Dichlorobenzene [541-73-1]^	0.13	U	mg/kg dry	1	0.13	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
1,4-Dichlorobenzene [106-46-7]^	0.11	U	mg/kg dry	1	0.11	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
1-Methylnaphthalene [90-12-0]^	0.11	U	mg/kg dry	1	0.11	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
2,4,5-Trichlorophenol [95-95-4]^	0.073	U	mg/kg dry	1	0.073	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
2,4,6-Trichlorophenol [88-06-2]^	0.16	U	mg/kg dry	1	0.16	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
2,4-Dichlorophenol [120-83-2]^	0.27	U	mg/kg dry	1	0.27	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
2,4-Dimethylphenol [105-67-9]^	0.25	U	mg/kg dry	1	0.25	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
2,4-Dinitrophenol [51-28-5]^	0.098	U	mg/kg dry	1	0.098	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	QV-01
2,4-Dinitrotoluene [121-14-2]^	0.18	U	mg/kg dry	1	0.18	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
2,6-Dinitrotoluene [606-20-2]^	0.20	U	mg/kg dry	1	0.20	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
2-Chloronaphthalene [91-58-7]^	0.11	U	mg/kg dry	1	0.11	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
2-Chlorophenol [95-57-8]^	0.25	U	mg/kg dry	1	0.25	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
2-Methyl-4,6-dinitrophenol [534-52-1]^	0.31	U	mg/kg dry	1	0.31	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
2-Methylnaphthalene [91-57-6]^	0.13	U	mg/kg dry	1	0.13	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
2-Methylphenol [95-48-7]^	0.12	U	mg/kg dry	1	0.12	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
2-Nitroaniline [88-74-4]^	0.093	U	mg/kg dry	1	0.093	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	QV-01
2-Nitrophenol [88-75-5]^	0.29	U	mg/kg dry	1	0.29	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
3 & 4-Methylphenol [108-39-4/106-44-5]^	0.27	U	mg/kg dry	1	0.27	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
3,3'-Dichlorobenzidine [91-94-1]^	0.23	U	mg/kg dry	1	0.23	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
3-Nitroaniline [99-09-2]^	0.088	U	mg/kg dry	1	0.088	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	QV-01
4-Bromophenyl-phenylether [101-55-3]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
4-Chloro-3-methylphenol [59-50-7]^	0.31	U	mg/kg dry	1	0.31	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
4-Chloroaniline [106-47-8]^	0.071	U	mg/kg dry	1	0.071	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	QV-01
4-Chlorophenyl-phenylether [7005-72-3]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
4-Nitroaniline [100-01-6]^	0.29	U	mg/kg dry	1	0.29	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	QV-01
4-Nitrophenol [100-02-7]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	QV-01
Acenaphthene [83-32-9]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Acenaphthylene [208-96-8]^	0.13	U	mg/kg dry	1	0.13	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Anthracene [120-12-7]^	0.16	U	mg/kg dry	1	0.16	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Benzidine [92-87-5]^	0.094	U	mg/kg dry	1	0.094	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	QV-01
Benzo(a)anthracene [56-55-3]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Benzo(a)pyrene [50-32-8]^	0.086	U	mg/kg dry	1	0.086	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Benzo(b)fluoranthene [205-99-2]^	0.12	U	mg/kg dry	1	0.12	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Benzo(g,h,i)perylene [191-24-2]^	0.18	U	mg/kg dry	1	0.18	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Benzo(k)fluoranthene [207-08-9]^	0.12	U	mg/kg dry	1	0.12	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Benzoic acid [65-85-0]^	0.53	U	mg/kg dry	1	0.53	1.9	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Benzyl alcohol [100-51-6]^	0.18	U	mg/kg dry	1	0.18	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Bis(2-chloroethoxy)methane [111-91-1]^	0.16	U	mg/kg dry	1	0.16	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Bis(2-chloroethyl)ether [111-44-4]^	0.15	U	mg/kg dry	1	0.15	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Bis(2-chloroisopropyl)ether [108-60-1]^	0.11	U	mg/kg dry	1	0.11	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	QL-02, QV-01
Bis(2-ethylhexyl)phthalate [117-81-7]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Butylbenzylphthalate [85-68-7]^	0.15	U	mg/kg dry	1	0.15	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Chrysene [218-01-9]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Dibenzo(a,h)anthracene [53-70-3]^	0.15	U	mg/kg dry	1	0.15	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-10	**Lab Sample ID:** AE05278-08	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 11:40	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 91.12

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Dibenzofuran [132-64-9]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	QV-01
Diethylphthalate [84-66-2]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Dimethylphthalate [131-11-3]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Di-n-butylphthalate [84-74-2]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Di-n-octylphthalate [117-84-0]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Fluoranthene [206-44-0]^	**0.15**	I	mg/kg dry	1	0.12	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Fluorene [86-73-7]^	0.15	U	mg/kg dry	1	0.15	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Hexachlorobenzene [118-74-1]^	0.13	U	mg/kg dry	1	0.13	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Hexachlorobutadiene [87-68-3]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Hexachlorocyclopentadiene [77-47-4]^	0.16	U	mg/kg dry	1	0.16	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Hexachloroethane [67-72-1]^	0.11	U	mg/kg dry	1	0.11	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Indeno(1,2,3-cd)pyrene [193-39-5]^	0.15	U	mg/kg dry	1	0.15	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Isophorone [78-59-1]^	0.19	U	mg/kg dry	1	0.19	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Naphthalene [91-20-3]^	0.13	U	mg/kg dry	1	0.13	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Nitrobenzene [98-95-3]^	0.16	U	mg/kg dry	1	0.16	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
N-Nitrosodimethylamine [62-75-9]^	0.13	U	mg/kg dry	1	0.13	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
N-Nitroso-di-n-propylamine [621-64-7]^	0.16	U	mg/kg dry	1	0.16	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
N-nitrosodiphenylamine/Diphenylamine [86-30-6/122-39-4]^	0.25	U	mg/kg dry	1	0.25	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Pentachlorophenol [87-86-5]^	0.23	U	mg/kg dry	1	0.23	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Phenanthrene [85-01-8]^	0.14	U	mg/kg dry	1	0.14	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Phenol [108-95-2]^	0.11	U	mg/kg dry	1	0.11	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Pyrene [129-00-0]^	**0.13**	I	mg/kg dry	1	0.12	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	
Pyridine [110-86-1]^	0.16	U	mg/kg dry	1	0.16	0.36	1F24033	EPA 8270E	06/30/21 15:24	jfi	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,6-Tribromophenol	*2.1*	*1*	*1.83*	*114 %*	*30-140*	*1F24033*	*EPA 8270E*	*06/30/21 15:24*	*jfi*	
2-Fluorobiphenyl	*1.5*	*1*	*1.83*	*82 %*	*55-120*	*1F24033*	*EPA 8270E*	*06/30/21 15:24*	*jfi*	
2-Fluorophenol	*1.9*	*1*	*1.83*	*103 %*	*38-120*	*1F24033*	*EPA 8270E*	*06/30/21 15:24*	*jfi*	
Nitrobenzene-d5	*1.7*	*1*	*1.83*	*91 %*	*45-120*	*1F24033*	*EPA 8270E*	*06/30/21 15:24*	*jfi*	
Phenol-d5	*2.2*	*1*	*1.83*	*118 %*	*31-120*	*1F24033*	*EPA 8270E*	*06/30/21 15:24*	*jfi*	
Terphenyl-d14	*2.2*	*1*	*1.83*	*120 %*	*41-174*	*1F24033*	*EPA 8270E*	*06/30/21 15:24*	*jfi*	

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
4,4'-DDD [72-54-8]^	0.0018	U	mg/kg dry	2	0.0018	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
4,4'-DDE [72-55-9]^	**0.0014**	I	mg/kg dry	2	0.0014	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
4,4'-DDT [50-29-3]^	0.0014	U	mg/kg dry	2	0.0014	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Aldrin [309-00-2]^	0.0011	U	mg/kg dry	2	0.0011	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
alpha-BHC [319-84-6]^	0.0012	U	mg/kg dry	2	0.0012	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
beta-BHC [319-85-7]^	0.0026	U	mg/kg dry	2	0.0026	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Chlordane (tech) [12789-03-6]^	0.016	U	mg/kg dry	2	0.016	0.072	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Chlordane-alpha [5103-71-9]^	**0.0029**	I	mg/kg dry	2	0.0014	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Chlordane-gamma [5103-74-2]^	**0.0029**	I	mg/kg dry	2	0.0017	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
delta-BHC [319-86-8]^	0.0014	U	mg/kg dry	2	0.0014	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Dieldrin [60-57-1]^	0.00099	U	mg/kg dry	2	0.00099	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Endosulfan I [959-98-8]^	0.00088	U	mg/kg dry	2	0.00088	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: TH-10	**Lab Sample ID:** AE05278-08	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 11:40	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 91.12

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Endosulfan II [33213-65-9]^	0.0019	U	mg/kg dry	2	0.0019	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Endosulfan sulfate [1031-07-8]^	0.0013	U	mg/kg dry	2	0.0013	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Endrin [72-20-8]^	0.0016	U	mg/kg dry	2	0.0016	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Endrin aldehyde [7421-93-4]^	0.0031	U	mg/kg dry	2	0.0031	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Endrin ketone [53494-70-5]^	0.0013	U	mg/kg dry	2	0.0013	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
gamma-BHC [58-89-9]^	0.0013	U	mg/kg dry	2	0.0013	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Heptachlor [76-44-8]^	0.0014	U	mg/kg dry	2	0.0014	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Heptachlor epoxide [1024-57-3]^	0.0016	U	mg/kg dry	2	0.0016	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Isodrin [465-73-6]^	0.0014	U	mg/kg dry	2	0.0014	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Methoxychlor [72-43-5]^	0.0021	U	mg/kg dry	2	0.0021	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Mirex [2385-85-5]^	0.0024	U	mg/kg dry	2	0.0024	0.0037	1F23001	EPA 8081B	06/28/21 17:38	JJB	
Toxaphene [8001-35-2]^	0.037	U	mg/kg dry	2	0.037	0.072	1F23001	EPA 8081B	06/28/21 17:38	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,5,6-TCMX	*0.019*	*2*	*0.0360*	*52 %*	*20-137*	*1F23001*	*EPA 8081B*	*06/28/21 17:38*	*JJB*	
Decachlorobiphenyl	*0.041*	*2*	*0.0360*	*114 %*	*13-183*	*1F23001*	*EPA 8081B*	*06/28/21 17:38*	*JJB*	

Polychlorinated Biphenyls by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
PCB-1016/1242 [12674-11-2/53469-21-9]^	0.015	U	mg/kg dry	1	0.015	0.019	1F23012	EPA 8082A	06/25/21 16:04	JJB	
PCB-1221 [11104-28-2]^	0.015	U	mg/kg dry	1	0.015	0.019	1F23012	EPA 8082A	06/25/21 16:04	JJB	
PCB-1232 [11141-16-5]^	0.015	U	mg/kg dry	1	0.015	0.019	1F23012	EPA 8082A	06/25/21 16:04	JJB	
PCB-1248 [12672-29-6]^	0.016	U	mg/kg dry	1	0.016	0.019	1F23012	EPA 8082A	06/25/21 16:04	JJB	
PCB-1254 [11097-69-1]^	0.018	U	mg/kg dry	1	0.018	0.019	1F23012	EPA 8082A	06/25/21 16:04	JJB	
PCB-1260 [11096-82-5]^	0.012	U	mg/kg dry	1	0.012	0.019	1F23012	EPA 8082A	06/25/21 16:04	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,5,6-TCMX	*0.026*	*1*	*0.0365*	*70 %*	*20-137*	*1F23012*	*EPA 8082A*	*06/25/21 16:04*	*JJB*	
Decachlorobiphenyl	*0.031*	*1*	*0.0365*	*86 %*	*13-183*	*1F23012*	*EPA 8082A*	*06/25/21 16:04*	*JJB*	

FL Petroleum Range Organics

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
TPH (C8-C40)^	**110**		mg/kg dry	5	19	31	1F23036	FL-PRO	06/25/21 20:05	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
n-Pentatriacontane	*1.9*	*5*	*3.68*	*52 %*	*36-132*	*1F23036*	*FL-PRO*	*06/25/21 20:05*	*JJB*	
o-Terphenyl	*1.5*	*5*	*1.66*	*91 %*	*66-136*	*1F23036*	*FL-PRO*	*06/25/21 20:05*	*JJB*	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-10	**Lab Sample ID:** AE05278-08	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 11:40	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 91.12

Metals by EPA 6000/7000 Series Methods

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Mercury [7439-97-6]^	**0.0477**		mg/kg dry	1	0.00378	0.00968	1F25013	EPA 7471B	06/28/21 10:40	NRB	

Metals by EPA 6000/7000 Series Methods

^ - ENCO Cary certified analyte [NELAC E87610]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Arsenic [7440-38-2]^	0.352	U	mg/kg dry	1	0.352	0.549	1F25029	EPA 6010D	06/28/21 11:41	JDH	
Barium [7440-39-3]^	**14.2**		mg/kg dry	1	0.110	0.549	1F25029	EPA 6010D	06/28/21 11:41	JDH	
Cadmium [7440-43-9]^	0.0105	U	mg/kg dry	1	0.0105	0.0549	1F25029	EPA 6010D	06/28/21 11:41	JDH	
Chromium [7440-47-3]^	**4.32**		mg/kg dry	1	0.110	0.549	1F25029	EPA 6010D	06/28/21 11:41	JDH	
Lead [7439-92-1]^	**25.6**		mg/kg dry	1	0.132	0.549	1F25029	EPA 6010D	06/28/21 11:41	JDH	
Selenium [7782-49-2]^	0.451	U	mg/kg dry	1	0.451	0.549	1F25029	EPA 6010D	06/28/21 11:41	JDH	
Silver [7440-22-4]^	0.110	U	mg/kg dry	1	0.110	0.549	1F25029	EPA 6010D	06/28/21 11:41	JDH	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: TH-12-1	**Lab Sample ID:** AE05278-09	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 13:05	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 97.10

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,1,1,2-Tetrachloroethane [630-20-6]^	0.00072	U	mg/kg dry	1	0.00072	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,1,1-Trichloroethane [71-55-6]^	0.00051	U	mg/kg dry	1	0.00051	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,1,2,2-Tetrachloroethane [79-34-5]^	0.00062	U	mg/kg dry	1	0.00062	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,1,2-Trichloroethane [79-00-5]^	0.00071	U	mg/kg dry	1	0.00071	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,1-Dichloroethane [75-34-3]^	0.00051	U	mg/kg dry	1	0.00051	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,1-Dichloroethene [75-35-4]^	0.00064	U	mg/kg dry	1	0.00064	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,1-Dichloropropene [563-58-6]^	0.00056	U	mg/kg dry	1	0.00056	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,2,3-Trichlorobenzene [87-61-6]^	0.00094	U	mg/kg dry	1	0.00094	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,2,3-Trichloropropane [96-18-4]^	0.0011	U	mg/kg dry	1	0.0011	0.0051	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,2,4-Trichlorobenzene [120-82-1]^	0.00088	U	mg/kg dry	1	0.00088	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,2,4-Trimethylbenzene [95-63-6]^	0.00070	U	mg/kg dry	1	0.00070	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,2-Dibromo-3-chloropropane [96-12-8]^	0.00088	U	mg/kg dry	1	0.00088	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,2-Dibromoethane [106-93-4]^	0.00069	U	mg/kg dry	1	0.00069	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,2-Dichlorobenzene [95-50-1]^	0.00047	U	mg/kg dry	1	0.00047	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,2-Dichloroethane [107-06-2]^	0.00055	U	mg/kg dry	1	0.00055	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,2-Dichloropropane [78-87-5]^	0.00061	U	mg/kg dry	1	0.00061	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,3,5-Trimethylbenzene [108-67-8]^	0.00061	U	mg/kg dry	1	0.00061	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,3-Dichlorobenzene [541-73-1]^	0.00062	U	mg/kg dry	1	0.00062	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,3-Dichloropropane [142-28-9]^	0.00051	U	mg/kg dry	1	0.00051	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
1,4-Dichlorobenzene [106-46-7]^	0.00053	U	mg/kg dry	1	0.00053	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
2,2-Dichloropropane [594-20-7]^	0.00051	U	mg/kg dry	1	0.00051	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
2-Butanone [78-93-3]^	0.0045	U	mg/kg dry	1	0.0045	0.0051	1F25021	EPA 8260D	06/26/21 01:45	kkw	
2-Chloroethyl Vinyl Ether [110-75-8]^	0.0031	U	mg/kg dry	1	0.0031	0.0051	1F25021	EPA 8260D	06/26/21 01:45	kkw	
2-Chlorotoluene [95-49-8]^	0.00049	U	mg/kg dry	1	0.00049	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
2-Hexanone [591-78-6]^	0.0035	U	mg/kg dry	1	0.0035	0.0051	1F25021	EPA 8260D	06/26/21 01:45	kkw	
4-Chlorotoluene [106-43-4]^	0.00063	U	mg/kg dry	1	0.00063	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
4-Isopropyltoluene [99-87-6]^	0.00078	U	mg/kg dry	1	0.00078	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
4-Methyl-2-pentanone [108-10-1]^	0.0037	U	mg/kg dry	1	0.0037	0.0051	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Acetone [67-64-1]^	0.0057	U	mg/kg dry	1	0.0057	0.021	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Benzene [71-43-2]^	0.00051	U	mg/kg dry	1	0.00051	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Bromobenzene [108-86-1]^	0.00074	U	mg/kg dry	1	0.00074	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Bromochloromethane [74-97-5]^	0.00089	U	mg/kg dry	1	0.00089	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Bromodichloromethane [75-27-4]^	0.00065	U	mg/kg dry	1	0.00065	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Bromoform [75-25-2]^	0.00080	U	mg/kg dry	1	0.00080	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Bromomethane [74-83-9]^	0.00051	U	mg/kg dry	1	0.00051	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	QV-01
Carbon disulfide [75-15-0]^	0.0026	U	mg/kg dry	1	0.0026	0.0051	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Carbon Tetrachloride [56-23-5]^	0.00062	U	mg/kg dry	1	0.00062	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Chlorobenzene [108-90-7]^	0.00055	U	mg/kg dry	1	0.00055	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Chloroethane [75-00-3]^	0.00069	U	mg/kg dry	1	0.00069	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Chloroform [67-66-3]^	0.00063	U	mg/kg dry	1	0.00063	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Chloromethane [74-87-3]^	0.00067	U	mg/kg dry	1	0.00067	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
cis-1,2-Dichloroethene [156-59-2]^	0.00066	U	mg/kg dry	1	0.00066	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
cis-1,3-Dichloropropene [10061-01-5]^	0.00051	U	mg/kg dry	1	0.00051	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Dibromochloromethane [124-48-1]^	0.00074	U	mg/kg dry	1	0.00074	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Dibromomethane [74-95-3]^	0.00089	U	mg/kg dry	1	0.00089	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Dichlorodifluoromethane [75-71-8]^	0.00064	U	mg/kg dry	1	0.00064	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Ethylbenzene [100-41-4]^	0.00060	U	mg/kg dry	1	0.00060	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: TH-12-1	**Lab Sample ID:** AE05278-09	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 13:05	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 97.10

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Hexachlorobutadiene [87-68-3]^	0.00094	U	mg/kg dry	1	0.00094	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Isopropylbenzene [98-82-8]^	0.00056	U	mg/kg dry	1	0.00056	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
m,p-Xylenes [108-38-3/106-42-3]^	0.0011	U	mg/kg dry	1	0.0011	0.0021	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Methylene Chloride [75-09-2]^	0.0067	U	mg/kg dry	1	0.0067	0.010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Methyl-tert-Butyl Ether [1634-04-4]^	0.00065	U	mg/kg dry	1	0.00065	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Naphthalene [91-20-3]^	0.00083	U	mg/kg dry	1	0.00083	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
n-Butyl Benzene [104-51-8]^	0.00093	U	mg/kg dry	1	0.00093	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
n-Propyl Benzene [103-65-1]^	0.00065	U	mg/kg dry	1	0.00065	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
o-Xylene [95-47-6]^	0.00058	U	mg/kg dry	1	0.00058	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
sec-Butylbenzene [135-98-8]^	0.00067	U	mg/kg dry	1	0.00067	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Styrene [100-42-5]^	0.00051	U	mg/kg dry	1	0.00051	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
tert-Butylbenzene [98-06-6]^	0.00072	U	mg/kg dry	1	0.00072	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Tetrachloroethene [127-18-4]^	0.00069	U	mg/kg dry	1	0.00069	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Toluene [108-88-3]^	**0.00059**	IV	mg/kg dry	1	0.00051	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	J-01, O-01
trans-1,2-Dichloroethene [156-60-5]^	0.00071	U	mg/kg dry	1	0.00071	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
trans-1,3-Dichloropropene [10061-02-6]^	0.00051	U	mg/kg dry	1	0.00051	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Trichloroethene [79-01-6]^	0.00062	U	mg/kg dry	1	0.00062	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Trichlorofluoromethane [75-69-4]^	0.00056	U	mg/kg dry	1	0.00056	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Vinyl chloride [75-01-4]^	0.00045	U	mg/kg dry	1	0.00045	0.0010	1F25021	EPA 8260D	06/26/21 01:45	kkw	
Xylenes (Total) [1330-20-7]^	0.0011	U	mg/kg dry	1	0.0011	0.0021	1F25021	EPA 8260D	06/26/21 01:45	kkw	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
4-Bromofluorobenzene	*0.055*	*1*	*0.0515*	*107 %*	*70-130*	*1F25021*	*EPA 8260D*	*06/26/21 01:45*	*kkw*	
Dibromofluoromethane	*0.053*	*1*	*0.0515*	*103 %*	*70-133*	*1F25021*	*EPA 8260D*	*06/26/21 01:45*	*kkw*	
Toluene-d8	*0.052*	*1*	*0.0515*	*101 %*	*70-130*	*1F25021*	*EPA 8260D*	*06/26/21 01:45*	*kkw*	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-12 | **Lab Sample ID:** AE05278-10 | **Received:** 06/23/21 11:17
Matrix: Soil | **Sampled:** 06/22/21 13:05 | **Work Order:** AE05278
Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 97.55

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,2,4-Trichlorobenzene [120-82-1]^	0.11	U	mg/kg dry	1	0.11	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
1,2-Dichlorobenzene [95-50-1]^	0.12	U	mg/kg dry	1	0.12	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
1,3-Dichlorobenzene [541-73-1]^	0.12	U	mg/kg dry	1	0.12	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
1,4-Dichlorobenzene [106-46-7]^	0.10	U	mg/kg dry	1	0.10	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
1-Methylnaphthalene [90-12-0]^	0.098	U	mg/kg dry	1	0.098	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
2,4,5-Trichlorophenol [95-95-4]^	0.068	U	mg/kg dry	1	0.068	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
2,4,6-Trichlorophenol [88-06-2]^	0.15	U	mg/kg dry	1	0.15	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
2,4-Dichlorophenol [120-83-2]^	0.26	U	mg/kg dry	1	0.26	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
2,4-Dimethylphenol [105-67-9]^	0.24	U	mg/kg dry	1	0.24	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
2,4-Dinitrophenol [51-28-5]^	0.091	U	mg/kg dry	1	0.091	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	QV-01
2,4-Dinitrotoluene [121-14-2]^	0.16	U	mg/kg dry	1	0.16	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
2,6-Dinitrotoluene [606-20-2]^	0.18	U	mg/kg dry	1	0.18	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
2-Chloronaphthalene [91-58-7]^	0.10	U	mg/kg dry	1	0.10	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
2-Chlorophenol [95-57-8]^	0.24	U	mg/kg dry	1	0.24	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
2-Methyl-4,6-dinitrophenol [534-52-1]^	0.29	U	mg/kg dry	1	0.29	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
2-Methylnaphthalene [91-57-6]^	0.12	U	mg/kg dry	1	0.12	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	QV-01
2-Methylphenol [95-48-7]^	0.11	U	mg/kg dry	1	0.11	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
2-Nitroaniline [88-74-4]^	0.087	U	mg/kg dry	1	0.087	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	QV-01
2-Nitrophenol [88-75-5]^	0.27	U	mg/kg dry	1	0.27	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
3 & 4-Methylphenol [108-39-4/106-44-5]^	0.26	U	mg/kg dry	1	0.26	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
3,3'-Dichlorobenzidine [91-94-1]^	0.22	U	mg/kg dry	1	0.22	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
3-Nitroaniline [99-09-2]^	0.082	U	mg/kg dry	1	0.082	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	QV-01
4-Bromophenyl-phenylether [101-55-3]^	0.13	U	mg/kg dry	1	0.13	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
4-Chloro-3-methylphenol [59-50-7]^	0.29	U	mg/kg dry	1	0.29	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
4-Chloroaniline [106-47-8]^	0.067	U	mg/kg dry	1	0.067	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	QV-01
4-Chlorophenyl-phenylether [7005-72-3]^	0.13	U	mg/kg dry	1	0.13	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
4-Nitroaniline [100-01-6]^	0.27	U	mg/kg dry	1	0.27	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
4-Nitrophenol [100-02-7]^	0.13	U	mg/kg dry	1	0.13	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	QV-01
Acenaphthene [83-32-9]^	0.13	U	mg/kg dry	1	0.13	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Acenaphthylene [208-96-8]^	0.12	U	mg/kg dry	1	0.12	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Anthracene [120-12-7]^	0.15	U	mg/kg dry	1	0.15	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Benzidine [92-87-5]^	0.088	U	mg/kg dry	1	0.088	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	QV-01
Benzo(a)anthracene [56-55-3]^	0.13	U	mg/kg dry	1	0.13	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Benzo(a)pyrene [50-32-8]^	0.080	U	mg/kg dry	1	0.080	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Benzo(b)fluoranthene [205-99-2]^	0.11	U	mg/kg dry	1	0.11	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Benzo(g,h,i)perylene [191-24-2]^	0.16	U	mg/kg dry	1	0.16	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Benzo(k)fluoranthene [207-08-9]^	0.11	U	mg/kg dry	1	0.11	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Benzoic acid [65-85-0]^	0.49	U	mg/kg dry	1	0.49	1.7	1F24033	EPA 8270E	06/29/21 22:28	jfi	QM-11, QV-01
Benzyl alcohol [100-51-6]^	0.16	U	mg/kg dry	1	0.16	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	QV-01
Bis(2-chloroethoxy)methane [111-91-1]^	0.15	U	mg/kg dry	1	0.15	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Bis(2-chloroethyl)ether [111-44-4]^	0.14	U	mg/kg dry	1	0.14	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Bis(2-chloroisopropyl)ether [108-60-1]^	0.10	U	mg/kg dry	1	0.10	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	QV-01, QL-02
Bis(2-ethylhexyl)phthalate [117-81-7]^	0.13	U	mg/kg dry	1	0.13	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Butylbenzylphthalate [85-68-7]^	0.14	U	mg/kg dry	1	0.14	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Chrysene [218-01-9]^	0.13	U	mg/kg dry	1	0.13	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-12	**Lab Sample ID:** AE05278-10	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 13:05	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 97.55

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Dibenzo(a,h)anthracene [53-70-3]^	0.14	U	mg/kg dry	1	0.14	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Dibenzofuran [132-64-9]^	0.13	U	mg/kg dry	1	0.13	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	QV-01
Diethylphthalate [84-66-2]^	0.13	U	mg/kg dry	1	0.13	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Dimethylphthalate [131-11-3]^	0.13	U	mg/kg dry	1	0.13	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Di-n-butylphthalate [84-74-2]^	0.13	U	mg/kg dry	1	0.13	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Di-n-octylphthalate [117-84-0]^	0.13	U	mg/kg dry	1	0.13	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Fluoranthene [206-44-0]^	0.11	U	mg/kg dry	1	0.11	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Fluorene [86-73-7]^	0.14	U	mg/kg dry	1	0.14	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Hexachlorobenzene [118-74-1]^	0.12	U	mg/kg dry	1	0.12	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Hexachlorobutadiene [87-68-3]^	0.13	U	mg/kg dry	1	0.13	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Hexachlorocyclopentadiene [77-47-4]^	0.15	U	mg/kg dry	1	0.15	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Hexachloroethane [67-72-1]^	0.10	U	mg/kg dry	1	0.10	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Indeno(1,2,3-cd)pyrene [193-39-5]^	0.14	U	mg/kg dry	1	0.14	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Isophorone [78-59-1]^	0.17	U	mg/kg dry	1	0.17	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Naphthalene [91-20-3]^	0.12	U	mg/kg dry	1	0.12	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Nitrobenzene [98-95-3]^	0.15	U	mg/kg dry	1	0.15	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
N-Nitrosodimethylamine [62-75-9]^	0.12	U	mg/kg dry	1	0.12	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
N-Nitroso-di-n-propylamine [621-64-7]^	0.15	U	mg/kg dry	1	0.15	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	QV-01
N-nitrosodiphenylamine/Diphenylamine [86-30-6/122-39-4]^	0.24	U	mg/kg dry	1	0.24	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Pentachlorophenol [87-86-5]^	0.22	U	mg/kg dry	1	0.22	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Phenanthrene [85-01-8]^	0.13	U	mg/kg dry	1	0.13	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Phenol [108-95-2]^	0.10	U	mg/kg dry	1	0.10	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Pyrene [129-00-0]^	0.11	U	mg/kg dry	1	0.11	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	
Pyridine [110-86-1]^	0.15	U	mg/kg dry	1	0.15	0.34	1F24033	EPA 8270E	06/29/21 22:28	jfi	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,6-Tribromophenol	*1.5*	*1*	*1.69*	*87 %*	*30-140*	*1F24033*	*EPA 8270E*	*06/29/21 22:28*	*jfi*	
2-Fluorobiphenyl	*1.1*	*1*	*1.69*	*68 %*	*55-120*	*1F24033*	*EPA 8270E*	*06/29/21 22:28*	*jfi*	
2-Fluorophenol	*1.1*	*1*	*1.69*	*66 %*	*38-120*	*1F24033*	*EPA 8270E*	*06/29/21 22:28*	*jfi*	
Nitrobenzene-d5	*1.2*	*1*	*1.69*	*73 %*	*45-120*	*1F24033*	*EPA 8270E*	*06/29/21 22:28*	*jfi*	
Phenol-d5	*1.2*	*1*	*1.69*	*73 %*	*31-120*	*1F24033*	*EPA 8270E*	*06/29/21 22:28*	*jfi*	
Terphenyl-d14	*1.8*	*1*	*1.69*	*108 %*	*41-174*	*1F24033*	*EPA 8270E*	*06/29/21 22:28*	*jfi*	

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
4,4'-DDD [72-54-8]^	0.0016	U	mg/kg dry	2	0.0016	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
4,4'-DDE [72-55-9]^	0.0013	U	mg/kg dry	2	0.0013	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
4,4'-DDT [50-29-3]^	0.0014	U	mg/kg dry	2	0.0014	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Aldrin [309-00-2]^	0.0010	U	mg/kg dry	2	0.0010	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
alpha-BHC [319-84-6]^	0.0011	U	mg/kg dry	2	0.0011	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
beta-BHC [319-85-7]^	0.0025	U	mg/kg dry	2	0.0025	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Chlordane (tech) [12789-03-6]^	0.015	U	mg/kg dry	2	0.015	0.068	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Chlordane-alpha [5103-71-9]^	0.0014	U	mg/kg dry	2	0.0014	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Chlordane-gamma [5103-74-2]^	0.0016	U	mg/kg dry	2	0.0016	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
delta-BHC [319-86-8]^	0.0013	U	mg/kg dry	2	0.0013	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Dieldrin [60-57-1]^	0.00092	U	mg/kg dry	2	0.00092	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: TH-12	**Lab Sample ID:** AE05278-10	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 13:05	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 97.55

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Endosulfan I [959-98-8]^	0.00082	U	mg/kg dry	2	0.00082	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Endosulfan II [33213-65-9]^	0.0018	U	mg/kg dry	2	0.0018	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Endosulfan sulfate [1031-07-8]^	0.0012	U	mg/kg dry	2	0.0012	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Endrin [72-20-8]^	0.0015	U	mg/kg dry	2	0.0015	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Endrin aldehyde [7421-93-4]^	0.0029	U	mg/kg dry	2	0.0029	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Endrin ketone [53494-70-5]^	0.0012	U	mg/kg dry	2	0.0012	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
gamma-BHC [58-89-9]^	0.0012	U	mg/kg dry	2	0.0012	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Heptachlor [76-44-8]^	0.0014	U	mg/kg dry	2	0.0014	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Heptachlor epoxide [1024-57-3]^	0.0015	U	mg/kg dry	2	0.0015	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Isodrin [465-73-6]^	0.0013	U	mg/kg dry	2	0.0013	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Methoxychlor [72-43-5]^	0.0019	U	mg/kg dry	2	0.0019	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Mirex [2385-85-5]^	0.0023	U	mg/kg dry	2	0.0023	0.0035	1F23001	EPA 8081B	06/28/21 17:51	JJB	
Toxaphene [8001-35-2]^	0.035	U	mg/kg dry	2	0.035	0.068	1F23001	EPA 8081B	06/28/21 17:51	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,5,6-TCMX	*0.023*	*2*	*0.0345*	*66 %*	*20-137*	*1F23001*	*EPA 8081B*	*06/28/21 17:51*	*JJB*	
Decachlorobiphenyl	*0.032*	*2*	*0.0345*	*94 %*	*13-183*	*1F23001*	*EPA 8081B*	*06/28/21 17:51*	*JJB*	

Polychlorinated Biphenyls by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
PCB-1016/1242 [12674-11-2/53469-21-9]^	0.014	U	mg/kg dry	1	0.014	0.017	1F23012	EPA 8082A	06/25/21 16:16	JJB	
PCB-1221 [11104-28-2]^	0.014	U	mg/kg dry	1	0.014	0.017	1F23012	EPA 8082A	06/25/21 16:16	JJB	
PCB-1232 [11141-16-5]^	0.014	U	mg/kg dry	1	0.014	0.017	1F23012	EPA 8082A	06/25/21 16:16	JJB	
PCB-1248 [12672-29-6]^	0.015	U	mg/kg dry	1	0.015	0.017	1F23012	EPA 8082A	06/25/21 16:16	JJB	
PCB-1254 [11097-69-1]^	0.016	U	mg/kg dry	1	0.016	0.017	1F23012	EPA 8082A	06/25/21 16:16	JJB	
PCB-1260 [11096-82-5]^	0.011	U	mg/kg dry	1	0.011	0.017	1F23012	EPA 8082A	06/25/21 16:16	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,5,6-TCMX	*0.032*	*1*	*0.0343*	*93 %*	*20-137*	*1F23012*	*EPA 8082A*	*06/25/21 16:16*	*JJB*	
Decachlorobiphenyl	*0.033*	*1*	*0.0343*	*97 %*	*13-183*	*1F23012*	*EPA 8082A*	*06/25/21 16:16*	*JJB*	

FL Petroleum Range Organics

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
TPH (C8-C40)^	3.5	U	mg/kg dry	1	3.5	5.8	1F23036	FL-PRO	06/25/21 20:30	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
n-Pentatriacontane	*1.8*	*1*	*3.42*	*52 %*	*36-132*	*1F23036*	*FL-PRO*	*06/25/21 20:30*	*JJB*	
o-Terphenyl	*1.4*	*1*	*1.54*	*88 %*	*66-136*	*1F23036*	*FL-PRO*	*06/25/21 20:30*	*JJB*	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-12	**Lab Sample ID:** AE05278-10	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 13:05	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 97.55

Metals by EPA 6000/7000 Series Methods

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Mercury [7439-97-6]^	0.00363	U	mg/kg dry	1	0.00363	0.00932	1F25013	EPA 7471B	06/28/21 10:44	NRB	

Metals by EPA 6000/7000 Series Methods

^ - ENCO Cary certified analyte [NELAC E87610]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Arsenic [7440-38-2]^	0.327	U	mg/kg dry	1	0.327	0.510	1F25029	EPA 6010D	06/28/21 11:44	JDH	
Barium [7440-39-3]^	**2.19**		mg/kg dry	1	0.102	0.510	1F25029	EPA 6010D	06/28/21 11:44	JDH	
Cadmium [7440-43-9]^	0.00980	U	mg/kg dry	1	0.00980	0.0510	1F25029	EPA 6010D	06/28/21 11:44	JDH	
Chromium [7440-47-3]^	**2.04**		mg/kg dry	1	0.102	0.510	1F25029	EPA 6010D	06/28/21 11:44	JDH	
Lead [7439-92-1]^	**0.801**		mg/kg dry	1	0.122	0.510	1F25029	EPA 6010D	06/28/21 11:44	JDH	
Selenium [7782-49-2]^	0.418	U	mg/kg dry	1	0.418	0.510	1F25029	EPA 6010D	06/28/21 11:44	JDH	
Silver [7440-22-4]^	0.102	U	mg/kg dry	1	0.102	0.510	1F25029	EPA 6010D	06/28/21 11:44	JDH	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-14-2 | **Lab Sample ID:** AE05278-11 | **Received:** 06/23/21 11:17
Matrix: Soil | **Sampled:** 06/22/21 14:25 | **Work Order:** AE05278
Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 95.64

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,1,1,2-Tetrachloroethane [630-20-6]^	0.00073	U	mg/kg dry	1	0.00073	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,1,1-Trichloroethane [71-55-6]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,1,2,2-Tetrachloroethane [79-34-5]^	0.00063	U	mg/kg dry	1	0.00063	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,1,2-Trichloroethane [79-00-5]^	0.00072	U	mg/kg dry	1	0.00072	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,1-Dichloroethane [75-34-3]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,1-Dichloroethene [75-35-4]^	0.00065	U	mg/kg dry	1	0.00065	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,1-Dichloropropene [563-58-6]^	0.00056	U	mg/kg dry	1	0.00056	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,2,3-Trichlorobenzene [87-61-6]^	0.00095	U	mg/kg dry	1	0.00095	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,2,3-Trichloropropane [96-18-4]^	0.0012	U	mg/kg dry	1	0.0012	0.0052	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,2,4-Trichlorobenzene [120-82-1]^	0.00089	U	mg/kg dry	1	0.00089	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,2,4-Trimethylbenzene [95-63-6]^	0.00071	U	mg/kg dry	1	0.00071	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,2-Dibromo-3-chloropropane [96-12-8]^	0.00089	U	mg/kg dry	1	0.00089	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,2-Dibromoethane [106-93-4]^	0.00070	U	mg/kg dry	1	0.00070	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,2-Dichlorobenzene [95-50-1]^	0.00048	U	mg/kg dry	1	0.00048	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,2-Dichloroethane [107-06-2]^	0.00055	U	mg/kg dry	1	0.00055	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,2-Dichloropropane [78-87-5]^	0.00062	U	mg/kg dry	1	0.00062	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,3,5-Trimethylbenzene [108-67-8]^	0.00062	U	mg/kg dry	1	0.00062	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,3-Dichlorobenzene [541-73-1]^	0.00063	U	mg/kg dry	1	0.00063	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,3-Dichloropropane [142-28-9]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
1,4-Dichlorobenzene [106-46-7]^	0.00053	U	mg/kg dry	1	0.00053	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
2,2-Dichloropropane [594-20-7]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
2-Butanone [78-93-3]^	0.0046	U	mg/kg dry	1	0.0046	0.0052	1F25021	EPA 8260D	06/26/21 02:12	kkw	
2-Chloroethyl Vinyl Ether [110-75-8]^	0.0031	U	mg/kg dry	1	0.0031	0.0052	1F25021	EPA 8260D	06/26/21 02:12	kkw	
2-Chlorotoluene [95-49-8]^	0.00050	U	mg/kg dry	1	0.00050	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
2-Hexanone [591-78-6]^	0.0036	U	mg/kg dry	1	0.0036	0.0052	1F25021	EPA 8260D	06/26/21 02:12	kkw	
4-Chlorotoluene [106-43-4]^	0.00064	U	mg/kg dry	1	0.00064	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
4-Isopropyltoluene [99-87-6]^	0.00079	U	mg/kg dry	1	0.00079	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
4-Methyl-2-pentanone [108-10-1]^	0.0038	U	mg/kg dry	1	0.0038	0.0052	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Acetone [67-64-1]^	0.0058	U	mg/kg dry	1	0.0058	0.021	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Benzene [71-43-2]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Bromobenzene [108-86-1]^	0.00075	U	mg/kg dry	1	0.00075	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Bromochloromethane [74-97-5]^	0.00090	U	mg/kg dry	1	0.00090	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Bromodichloromethane [75-27-4]^	0.00066	U	mg/kg dry	1	0.00066	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Bromoform [75-25-2]^	0.00082	U	mg/kg dry	1	0.00082	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Bromomethane [74-83-9]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	QV-01
Carbon disulfide [75-15-0]^	0.0026	U	mg/kg dry	1	0.0026	0.0052	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Carbon Tetrachloride [56-23-5]^	0.00063	U	mg/kg dry	1	0.00063	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Chlorobenzene [108-90-7]^	0.00055	U	mg/kg dry	1	0.00055	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Chloroethane [75-00-3]^	0.00070	U	mg/kg dry	1	0.00070	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Chloroform [67-66-3]^	0.00064	U	mg/kg dry	1	0.00064	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Chloromethane [74-87-3]^	0.00068	U	mg/kg dry	1	0.00068	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
cis-1,2-Dichloroethene [156-59-2]^	0.00067	U	mg/kg dry	1	0.00067	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
cis-1,3-Dichloropropene [10061-01-5]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Dibromochloromethane [124-48-1]^	0.00075	U	mg/kg dry	1	0.00075	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Dibromomethane [74-95-3]^	0.00090	U	mg/kg dry	1	0.00090	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Dichlorodifluoromethane [75-71-8]^	0.00065	U	mg/kg dry	1	0.00065	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Ethylbenzene [100-41-4]^	0.00061	U	mg/kg dry	1	0.00061	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: TH-14-2	**Lab Sample ID:** AE05278-11	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 14:25	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 95.64

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Hexachlorobutadiene [87-68-3]^	0.00095	U	mg/kg dry	1	0.00095	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Isopropylbenzene [98-82-8]^	0.00056	U	mg/kg dry	1	0.00056	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
m,p-Xylenes [108-38-3/106-42-3]^	0.0012	U	mg/kg dry	1	0.0012	0.0021	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Methylene Chloride [75-09-2]^	0.0068	U	mg/kg dry	1	0.0068	0.010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Methyl-tert-Butyl Ether [1634-04-4]^	0.00066	U	mg/kg dry	1	0.00066	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Naphthalene [91-20-3]^	0.00085	U	mg/kg dry	1	0.00085	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
n-Butyl Benzene [104-51-8]^	0.00094	U	mg/kg dry	1	0.00094	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
n-Propyl Benzene [103-65-1]^	0.00066	U	mg/kg dry	1	0.00066	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
o-Xylene [95-47-6]^	0.00059	U	mg/kg dry	1	0.00059	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
sec-Butylbenzene [135-98-8]^	0.00068	U	mg/kg dry	1	0.00068	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Styrene [100-42-5]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
tert-Butylbenzene [98-06-6]^	0.00073	U	mg/kg dry	1	0.00073	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Tetrachloroethene [127-18-4]^	0.00070	U	mg/kg dry	1	0.00070	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Toluene [108-88-3]^	**0.00054**	IV	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	J-01, O-01
trans-1,2-Dichloroethene [156-60-5]^	0.00072	U	mg/kg dry	1	0.00072	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
trans-1,3-Dichloropropene [10061-02-6]^	0.00052	U	mg/kg dry	1	0.00052	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Trichloroethene [79-01-6]^	0.00063	U	mg/kg dry	1	0.00063	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Trichlorofluoromethane [75-69-4]^	0.00056	U	mg/kg dry	1	0.00056	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Vinyl chloride [75-01-4]^	0.00046	U	mg/kg dry	1	0.00046	0.0010	1F25021	EPA 8260D	06/26/21 02:12	kkw	
Xylenes (Total) [1330-20-7]^	0.0012	U	mg/kg dry	1	0.0012	0.0021	1F25021	EPA 8260D	06/26/21 02:12	kkw	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
4-Bromofluorobenzene	*0.056*	*1*	*0.0523*	*107 %*	*70-130*	*1F25021*	*EPA 8260D*	*06/26/21 02:12*	*kkw*	
Dibromofluoromethane	*0.053*	*1*	*0.0523*	*101 %*	*70-133*	*1F25021*	*EPA 8260D*	*06/26/21 02:12*	*kkw*	
Toluene-d8	*0.052*	*1*	*0.0523*	*99 %*	*70-130*	*1F25021*	*EPA 8260D*	*06/26/21 02:12*	*kkw*	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-14 | **Lab Sample ID:** AE05278-12 | **Received:** 06/23/21 11:17
Matrix: Soil | **Sampled:** 06/22/21 14:25 | **Work Order:** AE05278
Project: County Road 44 Phase II | **Sampled By:** Ken Nicholson | **% Solids:** 81.02

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,2,4-Trichlorobenzene [120-82-1]^	0.14	U	mg/kg dry	1	0.14	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
1,2-Dichlorobenzene [95-50-1]^	0.15	U	mg/kg dry	1	0.15	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
1,3-Dichlorobenzene [541-73-1]^	0.15	U	mg/kg dry	1	0.15	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
1,4-Dichlorobenzene [106-46-7]^	0.12	U	mg/kg dry	1	0.12	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
1-Methylnaphthalene [90-12-0]^	0.12	U	mg/kg dry	1	0.12	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
2,4,5-Trichlorophenol [95-95-4]^	0.082	U	mg/kg dry	1	0.082	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
2,4,6-Trichlorophenol [88-06-2]^	0.19	U	mg/kg dry	1	0.19	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
2,4-Dichlorophenol [120-83-2]^	0.31	U	mg/kg dry	1	0.31	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
2,4-Dimethylphenol [105-67-9]^	0.28	U	mg/kg dry	1	0.28	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
2,4-Dinitrophenol [51-28-5]^	0.11	U	mg/kg dry	1	0.11	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	QV-01
2,4-Dinitrotoluene [121-14-2]^	0.20	U	mg/kg dry	1	0.20	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
2,6-Dinitrotoluene [606-20-2]^	0.22	U	mg/kg dry	1	0.22	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
2-Chloronaphthalene [91-58-7]^	0.12	U	mg/kg dry	1	0.12	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
2-Chlorophenol [95-57-8]^	0.28	U	mg/kg dry	1	0.28	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
2-Methyl-4,6-dinitrophenol [534-52-1]^	0.35	U	mg/kg dry	1	0.35	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
2-Methylnaphthalene [91-57-6]^	0.15	U	mg/kg dry	1	0.15	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
2-Methylphenol [95-48-7]^	0.14	U	mg/kg dry	1	0.14	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
2-Nitroaniline [88-74-4]^	0.10	U	mg/kg dry	1	0.10	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	QV-01
2-Nitrophenol [88-75-5]^	0.32	U	mg/kg dry	1	0.32	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
3 & 4-Methylphenol [108-39-4/106-44-5]^	0.31	U	mg/kg dry	1	0.31	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
3,3'-Dichlorobenzidine [91-94-1]^	0.26	U	mg/kg dry	1	0.26	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
3-Nitroaniline [99-09-2]^	0.099	U	mg/kg dry	1	0.099	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	QV-01
4-Bromophenyl-phenylether [101-55-3]^	0.16	U	mg/kg dry	1	0.16	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
4-Chloro-3-methylphenol [59-50-7]^	0.35	U	mg/kg dry	1	0.35	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
4-Chloroaniline [106-47-8]^	0.080	U	mg/kg dry	1	0.080	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	QV-01
4-Chlorophenyl-phenylether [7005-72-3]^	0.16	U	mg/kg dry	1	0.16	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
4-Nitroaniline [100-01-6]^	0.32	U	mg/kg dry	1	0.32	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	QV-01
4-Nitrophenol [100-02-7]^	0.16	U	mg/kg dry	1	0.16	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	QV-01
Acenaphthene [83-32-9]^	0.16	U	mg/kg dry	1	0.16	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Acenaphthylene [208-96-8]^	0.15	U	mg/kg dry	1	0.15	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Anthracene [120-12-7]^	0.19	U	mg/kg dry	1	0.19	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Benzidine [92-87-5]^	0.11	U	mg/kg dry	1	0.11	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	QV-01
Benzo(a)anthracene [56-55-3]^	0.16	U	mg/kg dry	1	0.16	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Benzo(a)pyrene [50-32-8]^	0.096	U	mg/kg dry	1	0.096	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Benzo(b)fluoranthene [205-99-2]^	0.14	U	mg/kg dry	1	0.14	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Benzo(g,h,i)perylene [191-24-2]^	0.20	U	mg/kg dry	1	0.20	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Benzo(k)fluoranthene [207-08-9]^	0.14	U	mg/kg dry	1	0.14	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Benzoic acid [65-85-0]^	0.59	U	mg/kg dry	1	0.59	2.1	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Benzyl alcohol [100-51-6]^	0.20	U	mg/kg dry	1	0.20	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Bis(2-chloroethoxy)methane [111-91-1]^	0.19	U	mg/kg dry	1	0.19	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Bis(2-chloroethyl)ether [111-44-4]^	0.17	U	mg/kg dry	1	0.17	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Bis(2-chloroisopropyl)ether [108-60-1]^	0.12	U	mg/kg dry	1	0.12	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	QL-02, QV-01
Bis(2-ethylhexyl)phthalate [117-81-7]^	0.16	U	mg/kg dry	1	0.16	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Butylbenzylphthalate [85-68-7]^	0.17	U	mg/kg dry	1	0.17	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Chrysene [218-01-9]^	0.16	U	mg/kg dry	1	0.16	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Dibenzo(a,h)anthracene [53-70-3]^	0.17	U	mg/kg dry	1	0.17	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: TH-14	**Lab Sample ID:** AE05278-12	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 14:25	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 81.02

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Dibenzofuran [132-64-9]^	0.16	U	mg/kg dry	1	0.16	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	QV-01
Diethylphthalate [84-66-2]^	0.16	U	mg/kg dry	1	0.16	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Dimethylphthalate [131-11-3]^	0.16	U	mg/kg dry	1	0.16	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Di-n-butylphthalate [84-74-2]^	0.16	U	mg/kg dry	1	0.16	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Di-n-octylphthalate [117-84-0]^	0.16	U	mg/kg dry	1	0.16	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Fluoranthene [206-44-0]^	0.14	U	mg/kg dry	1	0.14	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Fluorene [86-73-7]^	0.17	U	mg/kg dry	1	0.17	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Hexachlorobenzene [118-74-1]^	0.15	U	mg/kg dry	1	0.15	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Hexachlorobutadiene [87-68-3]^	0.16	U	mg/kg dry	1	0.16	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Hexachlorocyclopentadiene [77-47-4]^	0.19	U	mg/kg dry	1	0.19	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Hexachloroethane [67-72-1]^	0.12	U	mg/kg dry	1	0.12	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Indeno(1,2,3-cd)pyrene [193-39-5]^	0.17	U	mg/kg dry	1	0.17	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Isophorone [78-59-1]^	0.21	U	mg/kg dry	1	0.21	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Naphthalene [91-20-3]^	0.15	U	mg/kg dry	1	0.15	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Nitrobenzene [98-95-3]^	0.19	U	mg/kg dry	1	0.19	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
N-Nitrosodimethylamine [62-75-9]^	0.15	U	mg/kg dry	1	0.15	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
N-Nitroso-di-n-propylamine [621-64-7]^	0.19	U	mg/kg dry	1	0.19	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
N-nitrosodiphenylamine/Diphenylamine [86-30-6/122-39-4]^	0.28	U	mg/kg dry	1	0.28	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Pentachlorophenol [87-86-5]^	0.26	U	mg/kg dry	1	0.26	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Phenanthrene [85-01-8]^	0.16	U	mg/kg dry	1	0.16	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Phenol [108-95-2]^	0.12	U	mg/kg dry	1	0.12	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Pyrene [129-00-0]^	0.14	U	mg/kg dry	1	0.14	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	
Pyridine [110-86-1]^	0.19	U	mg/kg dry	1	0.19	0.41	1F24033	EPA 8270E	06/30/21 13:24	jfi	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,6-Tribromophenol	*2.3*	*1*	*2.04*	*113 %*	*30-140*	*1F24033*	*EPA 8270E*	*06/30/21 13:24*	*jfi*	
2-Fluorobiphenyl	*1.7*	*1*	*2.04*	*82 %*	*55-120*	*1F24033*	*EPA 8270E*	*06/30/21 13:24*	*jfi*	
2-Fluorophenol	*1.1*	*1*	*2.04*	*52 %*	*38-120*	*1F24033*	*EPA 8270E*	*06/30/21 13:24*	*jfi*	
Nitrobenzene-d5	*1.1*	*1*	*2.04*	*53 %*	*45-120*	*1F24033*	*EPA 8270E*	*06/30/21 13:24*	*jfi*	
Phenol-d5	*1.6*	*1*	*2.04*	*78 %*	*31-120*	*1F24033*	*EPA 8270E*	*06/30/21 13:24*	*jfi*	
Terphenyl-d14	*2.8*	*1*	*2.04*	*137 %*	*41-174*	*1F24033*	*EPA 8270E*	*06/30/21 13:24*	*jfi*	

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
4,4'-DDD [72-54-8]^	0.0020	U	mg/kg dry	2	0.0020	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
4,4'-DDE [72-55-9]^	0.0016	U	mg/kg dry	2	0.0016	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
4,4'-DDT [50-29-3]^	0.0016	U	mg/kg dry	2	0.0016	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Aldrin [309-00-2]^	0.0013	U	mg/kg dry	2	0.0013	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
alpha-BHC [319-84-6]^	0.0014	U	mg/kg dry	2	0.0014	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
beta-BHC [319-85-7]^	0.0030	U	mg/kg dry	2	0.0030	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Chlordane (tech) [12789-03-6]^	0.018	U	mg/kg dry	2	0.018	0.081	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Chlordane-alpha [5103-71-9]^	0.0016	U	mg/kg dry	2	0.0016	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Chlordane-gamma [5103-74-2]^	0.0019	U	mg/kg dry	2	0.0019	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
delta-BHC [319-86-8]^	0.0015	U	mg/kg dry	2	0.0015	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Dieldrin [60-57-1]^	0.0011	U	mg/kg dry	2	0.0011	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Endosulfan I [959-98-8]^	0.00099	U	mg/kg dry	2	0.00099	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: TH-14	**Lab Sample ID:** AE05278-12	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 14:25	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 81.02

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Endosulfan II [33213-65-9]^	0.0021	U	mg/kg dry	2	0.0021	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Endosulfan sulfate [1031-07-8]^	0.0015	U	mg/kg dry	2	0.0015	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Endrin [72-20-8]^	0.0018	U	mg/kg dry	2	0.0018	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Endrin aldehyde [7421-93-4]^	0.0035	U	mg/kg dry	2	0.0035	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Endrin ketone [53494-70-5]^	0.0015	U	mg/kg dry	2	0.0015	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
gamma-BHC [58-89-9]^	0.0015	U	mg/kg dry	2	0.0015	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Heptachlor [76-44-8]^	0.0016	U	mg/kg dry	2	0.0016	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Heptachlor epoxide [1024-57-3]^	0.0018	U	mg/kg dry	2	0.0018	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Isodrin [465-73-6]^	0.0015	U	mg/kg dry	2	0.0015	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Methoxychlor [72-43-5]^	0.0023	U	mg/kg dry	2	0.0023	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Mirex [2385-85-5]^	0.0027	U	mg/kg dry	2	0.0027	0.0042	1F23001	EPA 8081B	06/28/21 18:04	JJB	
Toxaphene [8001-35-2]^	0.042	U	mg/kg dry	2	0.042	0.081	1F23001	EPA 8081B	06/28/21 18:04	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,5,6-TCMX	*0.022*	*2*	*0.0414*	*54 %*	*20-137*	*1F23001*	*EPA 8081B*	*06/28/21 18:04*	*JJB*	
Decachlorobiphenyl	*0.034*	*2*	*0.0414*	*82 %*	*13-183*	*1F23001*	*EPA 8081B*	*06/28/21 18:04*	*JJB*	

Polychlorinated Biphenyls by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
PCB-1016/1242 [12674-11-2/53469-21-9]^	0.017	U	mg/kg dry	1	0.017	0.021	1F23012	EPA 8082A	06/25/21 16:27	JJB	
PCB-1221 [11104-28-2]^	0.017	U	mg/kg dry	1	0.017	0.021	1F23012	EPA 8082A	06/25/21 16:27	JJB	
PCB-1232 [11141-16-5]^	0.017	U	mg/kg dry	1	0.017	0.021	1F23012	EPA 8082A	06/25/21 16:27	JJB	
PCB-1248 [12672-29-6]^	0.019	U	mg/kg dry	1	0.019	0.021	1F23012	EPA 8082A	06/25/21 16:27	JJB	
PCB-1254 [11097-69-1]^	0.020	U	mg/kg dry	1	0.020	0.021	1F23012	EPA 8082A	06/25/21 16:27	JJB	
PCB-1260 [11096-82-5]^	0.014	U	mg/kg dry	1	0.014	0.021	1F23012	EPA 8082A	06/25/21 16:27	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,5,6-TCMX	*0.038*	*1*	*0.0413*	*91 %*	*20-137*	*1F23012*	*EPA 8082A*	*06/25/21 16:27*	*JJB*	
Decachlorobiphenyl	*0.038*	*1*	*0.0413*	*91 %*	*13-183*	*1F23012*	*EPA 8082A*	*06/25/21 16:27*	*JJB*	

FL Petroleum Range Organics

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
TPH (C8-C40)^	4.2	U	mg/kg dry	1	4.2	7.0	1F23036	FL-PRO	06/25/21 21:20	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
n-Pentatriacontane	*2.0*	*1*	*4.14*	*49 %*	*36-132*	*1F23036*	*FL-PRO*	*06/25/21 21:20*	*JJB*	
o-Terphenyl	*1.7*	*1*	*1.86*	*94 %*	*66-136*	*1F23036*	*FL-PRO*	*06/25/21 21:20*	*JJB*	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: TH-14	**Lab Sample ID:** AE05278-12	**Received:** 06/23/21 11:17
Matrix: Soil	**Sampled:** 06/22/21 14:25	**Work Order:** AE05278
Project: County Road 44 Phase II	**Sampled By:** Ken Nicholson	**% Solids:** 81.02

Metals by EPA 6000/7000 Series Methods

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Mercury [7439-97-6]^	**0.00707**	I	mg/kg dry	1	0.00438	0.0112	1F25013	EPA 7471B	06/28/21 10:48	NRB	

Metals by EPA 6000/7000 Series Methods

^ - ENCO Cary certified analyte [NELAC E87610]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Arsenic [7440-38-2]^	0.395	U	mg/kg dry	1	0.395	0.617	1F25029	EPA 6010D	06/28/21 11:46	JDH	
Barium [7440-39-3]^	**3.70**		mg/kg dry	1	0.123	0.617	1F25029	EPA 6010D	06/28/21 11:46	JDH	
Cadmium [7440-43-9]^	0.0119	U	mg/kg dry	1	0.0119	0.0617	1F25029	EPA 6010D	06/28/21 11:46	JDH	
Chromium [7440-47-3]^	**3.79**		mg/kg dry	1	0.123	0.617	1F25029	EPA 6010D	06/28/21 11:46	JDH	
Lead [7439-92-1]^	**1.96**		mg/kg dry	1	0.148	0.617	1F25029	EPA 6010D	06/28/21 11:46	JDH	
Selenium [7782-49-2]^	0.506	U	mg/kg dry	1	0.506	0.617	1F25029	EPA 6010D	06/28/21 11:46	JDH	
Silver [7440-22-4]^	0.123	U	mg/kg dry	1	0.123	0.617	1F25029	EPA 6010D	06/28/21 11:46	JDH	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Volatile Organic Compounds by GCMS - Quality Control

Batch 1F25021 - EPA 5035_MS

Blank (1F25021-BLK1) Prepared: 06/25/2021 11:24 Analyzed: 06/25/2021 22:30

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,1,1,2-Tetrachloroethane	0.00070	U	0.0010	mg/kg wet							
1,1,1-Trichloroethane	0.00050	U	0.0010	mg/kg wet							
1,1,2,2-Tetrachloroethane	0.00060	U	0.0010	mg/kg wet							
1,1,2-Trichloroethane	0.00069	U	0.0010	mg/kg wet							
1,1-Dichloroethane	0.00050	U	0.0010	mg/kg wet							
1,1-Dichloroethene	0.00062	U	0.0010	mg/kg wet							
1,1-Dichloropropene	0.00054	U	0.0010	mg/kg wet							
1,2,3-Trichlorobenzene	0.00091	U	0.0010	mg/kg wet							
1,2,3-Trichloropropane	0.0011	U	0.0050	mg/kg wet							
1,2,4-Trichlorobenzene	0.00085	U	0.0010	mg/kg wet							
1,2,4-Trimethylbenzene	0.00068	U	0.0010	mg/kg wet							
1,2-Dibromo-3-chloropropane	0.00085	U	0.0010	mg/kg wet							
1,2-Dibromoethane	0.00067	U	0.0010	mg/kg wet							
1,2-Dichlorobenzene	0.00046	U	0.0010	mg/kg wet							
1,2-Dichloroethane	0.00053	U	0.0010	mg/kg wet							
1,2-Dichloropropane	0.00059	U	0.0010	mg/kg wet							
1,3,5-Trimethylbenzene	0.00059	U	0.0010	mg/kg wet							
1,3-Dichlorobenzene	0.00060	U	0.0010	mg/kg wet							
1,3-Dichloropropane	0.00050	U	0.0010	mg/kg wet							
1,4-Dichlorobenzene	0.00051	U	0.0010	mg/kg wet							
2,2-Dichloropropane	0.00050	U	0.0010	mg/kg wet							
2-Butanone	0.0044	U	0.0050	mg/kg wet							
2-Chloroethyl Vinyl Ether	0.0030	U	0.0050	mg/kg wet							
2-Chlorotoluene	0.00048	U	0.0010	mg/kg wet							
2-Hexanone	0.0034	U	0.0050	mg/kg wet							
4-Chlorotoluene	0.00061	U	0.0010	mg/kg wet							
4-Isopropyltoluene	0.00076	U	0.0010	mg/kg wet							
4-Methyl-2-pentanone	0.0036	U	0.0050	mg/kg wet							
Acetone	0.0055	U	0.020	mg/kg wet							
Benzene	0.00050	U	0.0010	mg/kg wet							
Bromobenzene	0.00072	U	0.0010	mg/kg wet							
Bromochloromethane	0.00086	U	0.0010	mg/kg wet							
Bromodichloromethane	0.00063	U	0.0010	mg/kg wet							
Bromoform	0.00078	U	0.0010	mg/kg wet							
Bromomethane	0.00050	U	0.0010	mg/kg wet							
Carbon disulfide	0.0025	U	0.0050	mg/kg wet							
Carbon Tetrachloride	0.00060	U	0.0010	mg/kg wet							
Chlorobenzene	0.00053	U	0.0010	mg/kg wet							
Chloroethane	0.00067	U	0.0010	mg/kg wet							
Chloroform	0.00061	U	0.0010	mg/kg wet							
Chloromethane	0.00065	U	0.0010	mg/kg wet							
cis-1,2-Dichloroethene	0.00064	U	0.0010	mg/kg wet							
cis-1,3-Dichloropropene	0.00050	U	0.0010	mg/kg wet							
Dibromochloromethane	0.00072	U	0.0010	mg/kg wet							
Dibromomethane	0.00086	U	0.0010	mg/kg wet							
Dichlorodifluoromethane	0.00062	U	0.0010	mg/kg wet							
Ethylbenzene	0.00058	U	0.0010	mg/kg wet							
Hexachlorobutadiene	0.00091	U	0.0010	mg/kg wet							
Isopropylbenzene	0.00054	U	0.0010	mg/kg wet							

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Volatile Organic Compounds by GCMS - Quality Control

Batch 1F25021 - EPA 5035_MS - Continued

Blank (1F25021-BLK1) Continued Prepared: 06/25/2021 11:24 Analyzed: 06/25/2021 22:30

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
m,p-Xylenes	0.0011	U	0.0020	mg/kg wet							
Methylene Chloride	0.0065	U	0.010	mg/kg wet							
Methyl-tert-Butyl Ether	0.00063	U	0.0010	mg/kg wet							
Naphthalene	0.00081	U	0.0010	mg/kg wet							
n-Butyl Benzene	0.00090	U	0.0010	mg/kg wet							
n-Propyl Benzene	0.00063	U	0.0010	mg/kg wet							
o-Xylene	0.00056	U	0.0010	mg/kg wet							
sec-Butylbenzene	0.00065	U	0.0010	mg/kg wet							
Styrene	0.00050	U	0.0010	mg/kg wet							
tert-Butylbenzene	0.00070	U	0.0010	mg/kg wet							
Tetrachloroethene	0.00067	U	0.0010	mg/kg wet							
Toluene	**0.0010**		0.0010	mg/kg wet							J-01, O-01, QI
trans-1,2-Dichloroethene	0.00069	U	0.0010	mg/kg wet							
trans-1,3-Dichloropropene	0.00050	U	0.0010	mg/kg wet							
Trichloroethene	0.00060	U	0.0010	mg/kg wet							
Trichlorofluoromethane	0.00054	U	0.0010	mg/kg wet							
Vinyl chloride	0.00044	U	0.0010	mg/kg wet							
Xylenes (Total)	0.0011	U	0.0020	mg/kg wet							
4-Bromofluorobenzene	*0.052*			*mg/kg wet*	*0.0500*		*104*	*70-130*			
Dibromofluoromethane	*0.051*			*mg/kg wet*	*0.0500*		*102*	*70-133*			
Toluene-d8	*0.050*			*mg/kg wet*	*0.0500*		*101*	*70-130*			

LCS (1F25021-BS1) Prepared: 06/25/2021 11:24 Analyzed: 06/25/2021 21:07

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,1-Dichloroethene	0.017		0.0010	mg/kg wet	0.0200		85	22-166			
Benzene	0.018		0.0010	mg/kg wet	0.0200		91	49-142			
Chlorobenzene	0.019		0.0010	mg/kg wet	0.0200		96	45-147			
Toluene	0.019		0.0010	mg/kg wet	0.0200		96	55-136			
Trichloroethene	0.018		0.0010	mg/kg wet	0.0200		88	51-147			
4-Bromofluorobenzene	*0.054*			*mg/kg wet*	*0.0500*		*108*	*70-130*			
Dibromofluoromethane	*0.055*			*mg/kg wet*	*0.0500*		*111*	*70-133*			
Toluene-d8	*0.054*			*mg/kg wet*	*0.0500*		*109*	*70-130*			

LCS Dup (1F25021-BSD1) Prepared: 06/25/2021 11:24 Analyzed: 06/25/2021 21:34

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,1-Dichloroethene	0.016		0.0010	mg/kg wet	0.0200		82	22-166	4	23	QM-10
Benzene	0.018		0.0010	mg/kg wet	0.0200		91	49-142	0.6	19	QM-10
Chlorobenzene	0.019		0.0010	mg/kg wet	0.0200		95	45-147	0.7	18	QM-10
Toluene	0.019		0.0010	mg/kg wet	0.0200		95	55-136	0.3	21	QM-10
Trichloroethene	0.017		0.0010	mg/kg wet	0.0200		86	51-147	2	26	QM-10
4-Bromofluorobenzene	*0.055*			*mg/kg wet*	*0.0500*		*110*	*70-130*			*QM-10*
Dibromofluoromethane	*0.056*			*mg/kg wet*	*0.0500*		*112*	*70-133*			*QM-10*
Toluene-d8	*0.053*			*mg/kg wet*	*0.0500*		*106*	*70-130*			*QM-10*

Semivolatile Organic Compounds by GCMS - Quality Control

Batch 1F24033 - SOP EXSV-33

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Semivolatile Organic Compounds by GCMS - Quality Control

Blank (1F24033-BLK1) Prepared: 06/24/2021 13:20 Analyzed: 06/29/2021 16:59

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,2,4-Trichlorobenzene	0.11	U	0.33	mg/kg wet							
1,2-Dichlorobenzene	0.12	U	0.33	mg/kg wet							
1,3-Dichlorobenzene	0.12	U	0.33	mg/kg wet							
1,4-Dichlorobenzene	0.10	U	0.33	mg/kg wet							
1-Methylnaphthalene	0.096	U	0.33	mg/kg wet							
2,4,5-Trichlorophenol	0.067	U	0.33	mg/kg wet							
2,4,6-Trichlorophenol	0.15	U	0.33	mg/kg wet							
2,4-Dichlorophenol	0.25	U	0.33	mg/kg wet							
2,4-Dimethylphenol	0.23	U	0.33	mg/kg wet							
2,4-Dinitrophenol	0.089	U	0.33	mg/kg wet							
2,4-Dinitrotoluene	0.16	U	0.33	mg/kg wet							
2,6-Dinitrotoluene	0.18	U	0.33	mg/kg wet							
2-Chloronaphthalene	0.098	U	0.33	mg/kg wet							
2-Chlorophenol	0.23	U	0.33	mg/kg wet							
2-Methyl-4,6-dinitrophenol	0.28	U	0.33	mg/kg wet							
2-Methylnaphthalene	0.12	U	0.33	mg/kg wet							
2-Methylphenol	0.11	U	0.33	mg/kg wet							
2-Nitroaniline	0.085	U	0.33	mg/kg wet							
2-Nitrophenol	0.26	U	0.33	mg/kg wet							
3 & 4-Methylphenol	0.25	U	0.33	mg/kg wet							
3,3'-Dichlorobenzidine	0.21	U	0.33	mg/kg wet							
3-Nitroaniline	0.080	U	0.33	mg/kg wet							
4-Bromophenyl-phenylether	0.13	U	0.33	mg/kg wet							
4-Chloro-3-methylphenol	0.28	U	0.33	mg/kg wet							
4-Chloroaniline	0.065	U	0.33	mg/kg wet							
4-Chlorophenyl-phenylether	0.13	U	0.33	mg/kg wet							
4-Nitroaniline	0.26	U	0.33	mg/kg wet							
4-Nitrophenol	0.13	U	0.33	mg/kg wet							
Acenaphthene	0.13	U	0.33	mg/kg wet							
Acenaphthylene	0.12	U	0.33	mg/kg wet							
Anthracene	0.15	U	0.33	mg/kg wet							
Benzidine	0.086	U	0.33	mg/kg wet							
Benzo(a)anthracene	0.13	U	0.33	mg/kg wet							
Benzo(a)pyrene	0.078	U	0.33	mg/kg wet							
Benzo(b)fluoranthene	0.11	U	0.33	mg/kg wet							
Benzo(g,h,i)perylene	0.16	U	0.33	mg/kg wet							
Benzo(k)fluoranthene	0.11	U	0.33	mg/kg wet							
Benzoic acid	0.48	U	1.7	mg/kg wet							
Benzyl alcohol	0.16	U	0.33	mg/kg wet							
Bis(2-chloroethoxy)methane	0.15	U	0.33	mg/kg wet							
Bis(2-chloroethyl)ether	0.14	U	0.33	mg/kg wet							
Bis(2-chloroisopropyl)ether	0.099	U	0.33	mg/kg wet							
Bis(2-ethylhexyl)phthalate	0.13	U	0.33	mg/kg wet							
Butylbenzylphthalate	0.14	U	0.33	mg/kg wet							
Chrysene	0.13	U	0.33	mg/kg wet							
Dibenzo(a,h)anthracene	0.14	U	0.33	mg/kg wet							
Dibenzofuran	0.13	U	0.33	mg/kg wet							
Diethylphthalate	0.13	U	0.33	mg/kg wet							
Dimethylphthalate	0.13	U	0.33	mg/kg wet							
Di-n-butylphthalate	0.13	U	0.33	mg/kg wet							

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Semivolatile Organic Compounds by GCMS - Quality Control

Batch 1F24033 - SOP EXSV-33 - Continued

Blank (1F24033-BLK1) Continued Prepared: 06/24/2021 13:20 Analyzed: 06/29/2021 16:59

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Di-n-octylphthalate	0.13	U	0.33	mg/kg wet							
Fluoranthene	0.11	U	0.33	mg/kg wet							
Fluorene	0.14	U	0.33	mg/kg wet							
Hexachlorobenzene	0.12	U	0.33	mg/kg wet							
Hexachlorobutadiene	0.13	U	0.33	mg/kg wet							
Hexachlorocyclopentadiene	0.15	U	0.33	mg/kg wet							
Hexachloroethane	0.10	U	0.33	mg/kg wet							
Indeno(1,2,3-cd)pyrene	0.14	U	0.33	mg/kg wet							
Isophorone	0.17	U	0.33	mg/kg wet							
Naphthalene	0.12	U	0.33	mg/kg wet							
Nitrobenzene	0.15	U	0.33	mg/kg wet							
N-Nitrosodimethylamine	0.12	U	0.33	mg/kg wet							
N-Nitroso-di-n-propylamine	0.15	U	0.33	mg/kg wet							
N-nitrosodiphenylamine/Diphenylamine	0.23	U	0.33	mg/kg wet							
Pentachlorophenol	0.21	U	0.33	mg/kg wet							
Phenanthrene	0.13	U	0.33	mg/kg wet							
Phenol	0.099	U	0.33	mg/kg wet							
Pyrene	0.11	U	0.33	mg/kg wet							
Pyridine	0.15	U	0.33	mg/kg wet							
2,4,6-Tribromophenol	*1.3*			*mg/kg wet*	*1.67*		*78*	*30-140*			
2-Fluorobiphenyl	*1.1*			*mg/kg wet*	*1.67*		*68*	*55-120*			
2-Fluorophenol	*1.0*			*mg/kg wet*	*1.67*		*61*	*38-120*			
Nitrobenzene-d5	*1.1*			*mg/kg wet*	*1.67*		*65*	*45-120*			
Phenol-d5	*1.1*			*mg/kg wet*	*1.67*		*67*	*31-120*			
Terphenyl-d14	*1.7*			*mg/kg wet*	*1.67*		*102*	*41-174*			

LCS (1F24033-BS1) Prepared: 06/24/2021 13:20 Analyzed: 06/29/2021 17:29

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,2,4-Trichlorobenzene	1.0		0.33	mg/kg wet	1.67		62	35-123			
1,4-Dichlorobenzene	0.98		0.33	mg/kg wet	1.67		59	34-120			
2,4-Dinitrotoluene	1.7		0.33	mg/kg wet	1.67		102	42-136			
2-Chlorophenol	1.1		0.33	mg/kg wet	1.67		67	35-125			
4-Chloro-3-methylphenol	1.3		0.33	mg/kg wet	1.67		77	43-146			
4-Nitrophenol	2.1		0.33	mg/kg wet	1.67		125	24-212			
Acenaphthene	1.4		0.33	mg/kg wet	1.67		83	52-131			
N-Nitroso-di-n-propylamine	1.9		0.33	mg/kg wet	1.67		113	43-150			
Pentachlorophenol	0.83		0.33	mg/kg wet	1.67		50	26-153			
Phenol	1.3		0.33	mg/kg wet	1.67		80	36-126			
Pyrene	1.6		0.33	mg/kg wet	1.67		94	61-157			
2,4,6-Tribromophenol	*1.4*			*mg/kg wet*	*1.67*		*84*	*30-140*			
2-Fluorobiphenyl	*1.1*			*mg/kg wet*	*1.67*		*63*	*55-120*			
2-Fluorophenol	*0.95*			*mg/kg wet*	*1.67*		*57*	*38-120*			
Nitrobenzene-d5	*1.1*			*mg/kg wet*	*1.67*		*63*	*45-120*			
Phenol-d5	*1.2*			*mg/kg wet*	*1.67*		*75*	*31-120*			
Terphenyl-d14	*1.5*			*mg/kg wet*	*1.67*		*93*	*41-174*			

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Semivolatile Organic Compounds by GCMS - Quality Control

Batch 1F24033 - SOP EXSV-33 - Continued

Matrix Spike (1F24033-MS1) Prepared: 06/24/2021 13:20 Analyzed: 06/29/2021 21:28

Source: AE05278-10

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,2,4-Trichlorobenzene	0.93		0.34	mg/kg dry	1.70	0.11 U	55	35-123			
1,4-Dichlorobenzene	0.95		0.34	mg/kg dry	1.70	0.10 U	56	34-120			
2,4-Dinitrotoluene	1.5		0.34	mg/kg dry	1.70	0.16 U	91	42-136			
2-Chlorophenol	1.0		0.34	mg/kg dry	1.70	0.24 U	61	35-125			
4-Chloro-3-methylphenol	1.1		0.34	mg/kg dry	1.70	0.29 U	63	43-146			
4-Nitrophenol	1.8		0.34	mg/kg dry	1.70	0.13 U	106	24-212			
Acenaphthene	1.2		0.34	mg/kg dry	1.70	0.13 U	70	52-131			
N-Nitroso-di-n-propylamine	1.7		0.34	mg/kg dry	1.70	0.15 U	102	43-150			
Pentachlorophenol	0.68		0.34	mg/kg dry	1.70	0.22 U	40	26-153			
Phenol	1.2		0.34	mg/kg dry	1.70	0.10 U	72	36-126			
Pyrene	1.7		0.34	mg/kg dry	1.70	0.11 U	98	61-157			
2,4,6-Tribromophenol	*1.2*			*mg/kg dry*	*1.70*		*69*	*30-140*			
2-Fluorobiphenyl	*1.0*			*mg/kg dry*	*1.70*		*59*	*55-120*			
2-Fluorophenol	*0.96*			*mg/kg dry*	*1.70*		*57*	*38-120*			
Nitrobenzene-d5	*0.86*			*mg/kg dry*	*1.70*		*50*	*45-120*			
Phenol-d5	*1.1*			*mg/kg dry*	*1.70*		*67*	*31-120*			
Terphenyl-d14	*1.5*			*mg/kg dry*	*1.70*		*90*	*41-174*			

Matrix Spike Dup (1F24033-MSD1) Prepared: 06/24/2021 13:20 Analyzed: 06/29/2021 21:58

Source: AE05278-10

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,2,4-Trichlorobenzene	0.95		0.34	mg/kg dry	1.73	0.11 U	55	35-123	2	32	
1,4-Dichlorobenzene	1.0		0.34	mg/kg dry	1.73	0.10 U	58	34-120	4	34	
2,4-Dinitrotoluene	1.7		0.34	mg/kg dry	1.73	0.16 U	98	42-136	9	16	
2-Chlorophenol	1.1		0.34	mg/kg dry	1.73	0.24 U	64	35-125	7	27	
4-Chloro-3-methylphenol	1.2		0.34	mg/kg dry	1.73	0.29 U	68	43-146	9	28	
4-Nitrophenol	2.0		0.34	mg/kg dry	1.73	0.13 U	119	24-212	13	35	
Acenaphthene	1.3		0.34	mg/kg dry	1.73	0.13 U	75	52-131	9	27	
N-Nitroso-di-n-propylamine	1.8		0.34	mg/kg dry	1.73	0.15 U	106	43-150	6	24	
Pentachlorophenol	0.86		0.34	mg/kg dry	1.73	0.22 U	50	26-153	23	26	
Phenol	1.4		0.34	mg/kg dry	1.73	0.10 U	80	36-126	13	32	
Pyrene	1.7		0.34	mg/kg dry	1.73	0.11 U	96	61-157	0.0005	28	
2,4,6-Tribromophenol	*1.3*			*mg/kg dry*	*1.73*		*76*	*30-140*			
2-Fluorobiphenyl	*1.0*			*mg/kg dry*	*1.73*		*59*	*55-120*			
2-Fluorophenol	*1.0*			*mg/kg dry*	*1.73*		*59*	*38-120*			
Nitrobenzene-d5	*0.95*			*mg/kg dry*	*1.73*		*55*	*45-120*			
Phenol-d5	*1.3*			*mg/kg dry*	*1.73*		*74*	*31-120*			
Terphenyl-d14	*1.7*			*mg/kg dry*	*1.73*		*98*	*41-174*			

Organochlorine Pesticides by GC - Quality Control

Batch 1F23001 - SOP EXSV-33

Blank (1F23001-BLK1) Prepared: 06/23/2021 07:30 Analyzed: 06/28/2021 13:11

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
4,4'-DDD	0.00080	U	0.0017	mg/kg wet							
4,4'-DDE	0.00065	U	0.0017	mg/kg wet							

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Organochlorine Pesticides by GC - Quality Control

Batch 1F23001 - SOP EXSV-33 - Continued

Blank (1F23001-BLK1) Continued Prepared: 06/23/2021 07:30 Analyzed: 06/28/2021 13:11

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
4,4'-DDT	0.00066	U	0.0017	mg/kg wet							
Aldrin	0.00051	U	0.0017	mg/kg wet							
alpha-BHC	0.00056	U	0.0017	mg/kg wet							
beta-BHC	0.0012	U	0.0017	mg/kg wet							
Chlordane (tech)	0.0072	U	0.033	mg/kg wet							
Chlordane-alpha	0.00066	U	0.0017	mg/kg wet							
Chlordane-gamma	0.00077	U	0.0017	mg/kg wet							
delta-BHC	0.00062	U	0.0017	mg/kg wet							
Dieldrin	0.00045	U	0.0017	mg/kg wet							
Endosulfan I	0.00040	U	0.0017	mg/kg wet							
Endosulfan II	0.00087	U	0.0017	mg/kg wet							
Endosulfan sulfate	0.00060	U	0.0017	mg/kg wet							
Endrin	0.00074	U	0.0017	mg/kg wet							
Endrin aldehyde	0.0014	U	0.0017	mg/kg wet							
Endrin ketone	0.00060	U	0.0017	mg/kg wet							
gamma-BHC	0.00060	U	0.0017	mg/kg wet							
Heptachlor	0.00066	U	0.0017	mg/kg wet							
Heptachlor epoxide	0.00074	U	0.0017	mg/kg wet							
Isodrin	0.00062	U	0.0017	mg/kg wet							
Methoxychlor	0.00094	U	0.0017	mg/kg wet							
Mirex	0.0011	U	0.0017	mg/kg wet							
Toxaphene	0.017	U	0.033	mg/kg wet							
2,4,5,6-TCMX	*0.018*			*mg/kg wet*	*0.0333*		*55*	*20-137*			
Decachlorobiphenyl	*0.024*			*mg/kg wet*	*0.0333*		*72*	*13-183*			

LCS (1F23001-BS1) Prepared: 06/23/2021 07:30 Analyzed: 06/28/2021 13:23

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
4,4'-DDT	0.034		0.0017	mg/kg wet	0.0333		102	37-125			
Dieldrin	0.032		0.0017	mg/kg wet	0.0333		95	46-127			
Endrin	0.030		0.0017	mg/kg wet	0.0333		89	28-143			
2,4,5,6-TCMX	*0.024*			*mg/kg wet*	*0.0333*		*73*	*20-137*			
Decachlorobiphenyl	*0.035*			*mg/kg wet*	*0.0333*		*106*	*13-183*			

Matrix Spike (1F23001-MS1) Prepared: 06/23/2021 07:30 Analyzed: 06/28/2021 13:36

Source: AE05173-36

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
4,4'-DDT	0.027		0.0035	mg/kg dry	0.0349	0.0014 U	78	37-125			
Dieldrin	0.020		0.0035	mg/kg dry	0.0349	0.00094 U	58	46-127			
Endrin	0.020		0.0035	mg/kg dry	0.0349	0.0015 U	58	28-143			
2,4,5,6-TCMX	*0.015*			*mg/kg dry*	*0.0349*		*42*	*20-137*			
Decachlorobiphenyl	*0.020*			*mg/kg dry*	*0.0349*		*58*	*13-183*			

Matrix Spike Dup (1F23001-MSD1) Prepared: 06/23/2021 07:30 Analyzed: 06/28/2021 13:49

Source: AE05173-36

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
4,4'-DDT	0.039		0.0035	mg/kg dry	0.0342	0.0014 U	114	37-125	36	24	QM-11

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Organochlorine Pesticides by GC - Quality Control

Batch 1F23001 - SOP EXSV-33 - Continued

Matrix Spike Dup (1F23001-MSD1) Continued Prepared: 06/23/2021 07:30 Analyzed: 06/28/2021 13:49

Source: AE05173-36

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Dieldrin	0.027		0.0035	mg/kg dry	0.0342	0.00094 U	80	46-127	30	21	QM-11
Endrin	0.029		0.0035	mg/kg dry	0.0342	0.0015 U	86	28-143	37	22	QM-11
2,4,5,6-TCMX	*0.019*			*mg/kg dry*	*0.0342*		*56*	*20-137*			
Decachlorobiphenyl	*0.027*			*mg/kg dry*	*0.0342*		*80*	*13-183*			

Polychlorinated Biphenyls by GC - Quality Control

Batch 1F23012 - EPA 3550C

Blank (1F23012-BLK1) Prepared: 06/23/2021 10:45 Analyzed: 06/23/2021 14:18

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
PCB-1016/1242	0.014	U	0.017	mg/kg wet							
PCB-1221	0.014	U	0.017	mg/kg wet							
PCB-1232	0.014	U	0.017	mg/kg wet							
PCB-1248	0.015	U	0.017	mg/kg wet							
PCB-1254	0.016	U	0.017	mg/kg wet							
PCB-1260	0.011	U	0.017	mg/kg wet							
2,4,5,6-TCMX	*0.030*			*mg/kg wet*	*0.0333*		*89*	*20-137*			
Decachlorobiphenyl	*0.026*			*mg/kg wet*	*0.0333*		*79*	*13-183*			

LCS (1F23012-BS1) Prepared: 06/23/2021 10:45 Analyzed: 06/23/2021 14:30

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
PCB-1016/1242	0.39		0.017	mg/kg wet	0.333		117	29-180			
PCB-1260	0.48		0.017	mg/kg wet	0.333		144	66-171			
2,4,5,6-TCMX	*0.029*			*mg/kg wet*	*0.0333*		*88*	*20-137*			
Decachlorobiphenyl	*0.027*			*mg/kg wet*	*0.0333*		*82*	*13-183*			

Matrix Spike (1F23012-MS1) Prepared: 06/23/2021 10:45 Analyzed: 06/23/2021 14:42

Source: AE05040-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
PCB-1016/1242	0.29		0.019	mg/kg dry	0.371	0.015 U	77	29-180			
PCB-1260	0.35		0.019	mg/kg dry	0.371	0.012 U	94	66-171			
2,4,5,6-TCMX	*0.027*			*mg/kg dry*	*0.0371*		*73*	*20-137*			
Decachlorobiphenyl	*0.024*			*mg/kg dry*	*0.0371*		*66*	*13-183*			

Matrix Spike Dup (1F23012-MSD1) Prepared: 06/23/2021 10:45 Analyzed: 06/23/2021 14:53

Source: AE05040-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
PCB-1016/1242	0.31		0.019	mg/kg dry	0.371	0.015 U	83	29-180	7	21	
PCB-1260	0.39		0.019	mg/kg dry	0.371	0.012 U	104	66-171	10	17	
2,4,5,6-TCMX	*0.028*			*mg/kg dry*	*0.0371*		*75*	*20-137*			
Decachlorobiphenyl	*0.025*			*mg/kg dry*	*0.0371*		*67*	*13-183*			

FL Petroleum Range Organics - Quality Control

Batch 1F23036 - SOP EXSV-33

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

FL Petroleum Range Organics - Quality Control

Batch 1F23036 - SOP EXSV-33 - Continued

Blank (1F23036-BLK1) Prepared: 06/23/2021 15:00 Analyzed: 06/25/2021 12:38

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	3.4	U	5.7	mg/kg wet							
n-Pentatriacontane	*2.2*			*mg/kg wet*	*3.33*		*67*	*36-132*			
o-Terphenyl	*1.1*			*mg/kg wet*	*1.50*		*73*	*66-136*			

LCS (1F23036-BS1) Prepared: 06/23/2021 15:00 Analyzed: 06/25/2021 13:03

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	52		5.7	mg/kg wet	56.7		92	65-119			
n-Pentatriacontane	*3.0*			*mg/kg wet*	*3.33*		*91*	*36-132*			
o-Terphenyl	*1.4*			*mg/kg wet*	*1.50*		*94*	*66-136*			

Matrix Spike (1F23036-MS1) Prepared: 06/23/2021 15:00 Analyzed: 06/25/2021 13:28

Source: AE05278-02

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	240		61	mg/kg dry	61.1	630	NR	39-181			QM-15
n-Pentatriacontane	*ND*	*U*		*mg/kg dry*	*3.59*			*36-132*			*QS-04*
o-Terphenyl	*ND*	*U*		*mg/kg dry*	*1.62*			*66-136*			*QS-04*

Matrix Spike Dup (1F23036-MSD1) Prepared: 06/23/2021 15:00 Analyzed: 06/25/2021 13:53

Source: AE05278-02

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	240		61	mg/kg dry	61.1	630	NR	39-181	1	25	QM-15
n-Pentatriacontane	*ND*	*U*		*mg/kg dry*	*3.59*			*36-132*			*QS-04*
o-Terphenyl	*ND*	*U*		*mg/kg dry*	*1.62*			*66-136*			*QS-04*

Metals by EPA 6000/7000 Series Methods - Quality Control

Batch 1F25013 - EPA 7471B

Blank (1F25013-BLK1) Prepared: 06/25/2021 09:34 Analyzed: 06/28/2021 09:56

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Mercury	0.00344	U	0.00882	mg/kg wet							

Blank (1F25013-BLK2) Prepared: 06/25/2021 09:34 Analyzed: 06/28/2021 10:24

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Mercury	0.00344	U	0.00882	mg/kg wet							

LCS (1F25013-BS1) Prepared: 06/25/2021 09:34 Analyzed: 06/28/2021 09:59

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Mercury	0.578		0.00909	mg/kg wet	0.545		106	80-120			

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Metals by EPA 6000/7000 Series Methods - Quality Control

Batch 1F25013 - EPA 7471B - Continued

LCS (1F25013-BS2) Prepared: 06/25/2021 09:34 Analyzed: 06/28/2021 10:27

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Mercury	0.598		0.00909	mg/kg wet	0.545		110	80-120			

Matrix Spike (1F25013-MS1) Prepared: 06/25/2021 09:34 Analyzed: 06/28/2021 10:06

Source: AE04912-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Mercury	1.49		0.0176	mg/kg dry	1.09	0.532	87	80-120			

Matrix Spike Dup (1F25013-MSD1) Prepared: 06/25/2021 09:34 Analyzed: 06/28/2021 10:09

Source: AE04912-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Mercury	1.42		0.0176	mg/kg dry	1.09	0.532	81	80-120	4	20	

Metals by EPA 6000/7000 Series Methods - Quality Control

Batch 1F25029 - EPA 3050B

Blank (1F25029-BLK1) Prepared: 06/25/2021 11:47 Analyzed: 06/28/2021 10:25

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Arsenic	0.320	U	0.500	mg/kg wet							
Barium	0.100	U	0.500	mg/kg wet							
Cadmium	0.00960	U	0.0500	mg/kg wet							
Chromium	0.100	U	0.500	mg/kg wet							
Lead	0.120	U	0.500	mg/kg wet							
Selenium	0.410	U	0.500	mg/kg wet							
Silver	0.100	U	0.500	mg/kg wet							

LCS (1F25029-BS1) Prepared: 06/25/2021 11:47 Analyzed: 06/28/2021 10:29

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Arsenic	10.9		0.500	mg/kg wet	10.5		103	80-120			
Barium	11.4		0.500	mg/kg wet	10.5		108	80-120			
Cadmium	1.09		0.0500	mg/kg wet	1.05		104	80-120			
Chromium	11.1		0.500	mg/kg wet	10.5		105	80-120			
Lead	11.2		0.500	mg/kg wet	10.5		106	80-120			
Selenium	11.1		0.500	mg/kg wet	10.5		105	80-120			
Silver	10.8		0.500	mg/kg wet	10.5		103	80-120			

Matrix Spike (1F25029-MS1) Prepared: 06/25/2021 11:47 Analyzed: 06/28/2021 10:43

Source: CE09364-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Arsenic	11.2		0.549	mg/kg dry	11.2	0.351 U	100	75-125			
Barium	24.6		0.549	mg/kg dry	11.2	11.0	121	75-125			
Cadmium	1.13		0.0549	mg/kg dry	1.12	0.0105 U	101	75-125			
Chromium	13.2		0.549	mg/kg dry	11.2	1.22	107	75-125			
Lead	15.4		0.549	mg/kg dry	11.2	3.81	103	75-125			
Selenium	10.4		0.549	mg/kg dry	11.2	0.450 U	93	75-125			
Silver	11.1		0.549	mg/kg dry	11.2	0.110 U	99	75-125			

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Metals by EPA 6000/7000 Series Methods - Quality Control

Batch 1F25029 - EPA 3050B - Continued

Matrix Spike Dup (1F25029-MSD1) Prepared: 06/25/2021 11:47 Analyzed: 06/28/2021 10:45

Source: CE09364-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Arsenic	11.8		0.549	mg/kg dry	11.2	0.351 U	105	75-125	5	20	
Barium	24.8		0.549	mg/kg dry	11.2	11.0	123	75-125	0.8	20	
Cadmium	1.13		0.0549	mg/kg dry	1.12	0.0105 U	101	75-125	0.4	20	
Chromium	14.0		0.549	mg/kg dry	11.2	1.22	114	75-125	5	20	
Lead	16.1		0.549	mg/kg dry	11.2	3.81	110	75-125	5	20	
Selenium	10.5		0.549	mg/kg dry	11.2	0.450 U	94	75-125	0.7	20	
Silver	11.3		0.549	mg/kg dry	11.2	0.110 U	101	75-125	1	20	

Post Spike (1F25029-PS1) Prepared: 06/25/2021 11:47 Analyzed: 06/28/2021 10:47

Source: CE09364-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Arsenic	0.210		0.0100	mg/L	0.200	0.00448	103	80-120			
Barium	0.401		0.0100	mg/L	0.200	0.198	101	80-120			
Cadmium	0.0201		0.00100	mg/L	0.0200	1.24E-5	100	80-120			
Chromium	0.223		0.0100	mg/L	0.200	0.0219	101	80-120			
Lead	0.271		0.0100	mg/L	0.200	0.0687	101	80-120			
Selenium	0.194		0.0100	mg/L	0.200	-0.00456	97	80-120			
Silver	0.194		0.0100	mg/L	0.200	-0.000768	97	80-120			

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

FLAGS/NOTES AND DEFINITIONS

PQL	PQL: Practical Quantitation Limit. The PQL presented is the laboratory MRL.
B	Results are based upon membrane filter colony counts that are outside the method indicated ideal range.
I	The reported value is between the laboratory method detection limit (MDL) and the practical quantitation limit (PQL).
J	Estimated value.
K	Off-scale low; Actual value is known to be less than the value given.
L	Off-scale high; Actual value is known to be greater than value given.
M	Presence of analyte is verified but not quantified; the actual value is less than the MRL but greater than the MDL.
N	Presumptive evidence of presence of material.
O	Sampled, but analysis lost or not performed.
Q	Sample exceeded the accepted holding time.
T	Value reported is less than the laboratory method detection limit. The value is reported for informational purposes only and shall not be used in statistical analysis.
U	Indicates that the compound was analyzed for but not detected.
V	Indicates that the analyte was detected in both the sample and the associated method blank.
Y	The laboratory analysis was from an improperly preserved sample. The data may not be accurate.
Z	Too many colonies were present (TNTC); the numeric value represents the filtration volume.
?	Data are rejected and should not be used. Some or all of the quality control data for the analyte were outside criteria, and the presence or absence of the analyte cannot be determined from the data.
*****	Not reported due to interference.
[CALC]	Calculated analyte - MDL/MRL reported to the highest reporting limit of the component analyses.
J-01	Result may be biased high due to positive results in the associated method blank at a concentration above the MDL and/or greater than one-half the MRL.
O-01	This compound is a common laboratory contaminant.
QB-02	The method blank contains analyte at a concentration above the MDL and/or greater than one-half the MRL. The analyte was not detected in the sample.
QL-02	The associated laboratory control sample exhibited high bias; since the result is ND, there is no impact.
QM-10	LCS/LCSD were analyzed in place of MS/MSD.
QM-11	Precision between duplicate matrix spikes of the same sample was outside acceptance limits.
QM-15	Confirmed sample inhomogeneity
QS-03	Surrogate recovery outside acceptance limits
QS-04	Surrogate recovery not calculated. Surrogate diluted out of the calibration range.
QV-01	The associated continuing calibration verification standard exhibited high bias; since the result is ND, there is no impact.
R-01	The Reporting Limit for this analyte has been raised to account for matrix interference.

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ENVIRONMENTAL CONSERVATION LABORATORIES — CHAIN-OF-CUSTODY RECORD

www.encolabs.com

10775 Central Port Dr. Orlando, FL 32824 (407) 826-5314
4810 Executive Park Court, Suite 111 Jacksonville, FL 32216-6069 (904) 296-3007 Fax (904) 296-6210
102-A Woodwinds Industrial Ct. Cary, NC 27511 (919) 467-3090 Fax (919) 467-3515

Page 1 of 1

Client Name: Ardaman & Associates (AR001)	Project Number: 20-6647A
Address: P.O. Box 593003	Project Name/Desc: County Road 44 Phase II
City/ST/Zip: Orlando, FL 32859-3003	PO # / Billing Info:
Tel: (407) 855-3860 Fax: (407) 859-8121	Reporting Contact: Carl Stephens
Sampler(s) Name/Affiliation (Print): K. Nicholson Ardaman	Billing Contact: Carl Stephens
Sampler(s) Signature:	Site Location / Time Zone:

Requested Analyses: 8260D Full List; 8270E Full List; 8081B OC Pest; 8082A PCBs; FLPRO; RCRA8 Metals (Ag,As,Ba,Cd,Cr,Pb,Se,Hg)

Requested Turnaround Times

Note : Rush requests subject to acceptance by the facility

✓ Standard

___ Expedited

Due ___/___/___

Lab Workorder: AE05278

Preservation (See Codes) (Combine as necessary)

Item #	Sample ID (Field Identification)	Collection Date	Collection Time	Comp / Grab	Matrix (see codes)	Total # of Containers	8260D	8270E	8081B	8082A	FLPRO	RCRA8				Sample Comments
	TH-4-1	6-22-21	14:55	GRAB	Soil	4	✓									
	TH-4	6-22-21	14:55	Comp	Soil	2		✓	✓	✓	✓	✓				
	TH-5-2	6-22-21	10:15	GRAB	soil	4	✓									
	TH-5	6-22-21	10:15	comp	Soil	2		✓	✓	✓	✓	✓				
	TH-9-1	6-22-21	11:20	GRAB	soil	4	✓									
	TH-9	6-22-21	11:20	Comp	Soil	2		✓	✓	✓	✓	✓				
	TH-10-1	6-22-21	11:40	GRAB	soil	4	✓									
	TH-10	6-22-21	11:40	Comp	Soil	2		✓	✓	✓	✓	✓				
	TH-12-1	6-22-21	13:05	GRAB	soil	4	✓									
	TH-12	6-22-21	13:05	comp	Soil	2		✓	✓	✓	✓	✓				
	TH-14-2	6-22-21	14:25	GRAB	Soil	4	✓									
	TH-14	6-22-21	14:25	Comp	Soil	2		✓	✓	✓	✓	✓				
						36	<-- Total # of Containers									

Sample Kit Prepared By:	Date/Time: 6-21-21 1415	Relinquished By:	Date/Time: 6-22-21 1415	Received By:	Date/Time: 6-22-21 7:00		
Comments/Special Reporting Requirements:		Relinquished By:	Date/Time: 6-23-21 11:17	Received By:	Date/Time: 6/23/21 1117		
		Relinquished By:	Date/Time:	Received By:	Date/Time:		
		Cooler #'s & Temps on Receipt: C-3773 4.2°C		Condition Upon Receipt: ___ Acceptable ___ Unacceptable			

Matrix : **GW**-Groundwater **SO**-Soil **DW**-Drinking Water **SE**-Sediment **SW**-Surface Water **WW**-Wastewater **A**-Air **O**-Other (detail in comments)

Preservation: **I**-Ice **H**-HCl **N**-HNO3 **S**-H2SO4 **NO**-NaOH **O**-Other (detail in comments)

Note : All samples submitted to ENCO Labs are in accordance with the terms and conditions listed on the reverse of this form, unless prior written agreements exist

ENCO Laboratories
Accurate. Timely. Responsive. Innovative.

10775 Central Port Drive
Orlando FL, 32824
Phone: 407.826.5314 FAX: 407.850.6945

Friday, August 6, 2021
Ardaman & Associates (AR001)
Attn: Carl Stephens
P.O. Box 593003
Orlando, FL 32859-3003

RE: Laboratory Results for
Project Number: 20-6647A, Project Name/Desc: CR-44
ENCO Workorder(s): AE06090

Dear Carl Stephens,

Enclosed is a copy of your laboratory report for test samples received by our laboratory on Wednesday, July 21, 2021.

Unless otherwise noted in an attached project narrative, all samples were received in acceptable condition and processed in accordance with the referenced methods/procedures. Results for these procedures apply only to the samples as submitted.

The analytical results contained in this report are in compliance with NELAC standards, except as noted in the project narrative if applicable. This report shall not be reproduced except in full, without the written approval of the Laboratory.

This report contains only those analyses performed by Environmental Conservation Laboratories. Unless otherwise noted, all analyses were performed at ENCO Orlando. Data from outside organizations will be reported under separate cover.

If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

K. Dylnicki

Kaitlin Dylnicki
Project Manager
Enclosure(s)

www.encolabs.com

SAMPLE SUMMARY/LABORATORY CHRONICLE

Client ID: PIT-9-COMP-1 | **Lab ID: AE06090-01** | **Sampled: 07/20/21 11:05** | **Received: 07/21/21 09:40**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)		Analysis Date/Time(s)
FL-PRO	SOP EXSV-33	08/03/21	09/01/21	07/23/21	15:30	07/28/21 13:16
MAEPH	EPA 3550C	08/03/21	09/05/21	07/27/21	07:05	07/29/21 13:34
MAEPH	EPA 3550C	08/03/21	09/05/21	07/27/21	07:11	07/29/21 14:09
MAVPH	EPA 5035	08/17/21		08/04/21	23:34	08/06/21 14:34

Client ID: PIT-4-COMP-1 | **Lab ID: AE06090-02** | **Sampled: 07/20/21 13:30** | **Received: 07/21/21 09:40**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)		Analysis Date/Time(s)
FL-PRO	SOP EXSV-33	08/03/21	09/01/21	07/23/21	08:30	07/28/21 13:41
MAEPH	EPA 3550C	08/03/21	09/05/21	07/27/21	07:05	07/29/21 14:44
MAEPH	EPA 3550C	08/03/21	09/05/21	07/27/21	07:11	07/30/21 06:49
MAVPH	EPA 5035	08/17/21		08/04/21	23:34	08/06/21 15:08

Client ID: PIT-9-25N-1 | **Lab ID: AE06090-03** | **Sampled: 07/20/21 12:05** | **Received: 07/21/21 09:40**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)		Analysis Date/Time(s)
EPA 8260D	EPA 5035_MS	08/03/21		07/23/21	10:42	07/23/21 18:25
EPA 8270E	SOP EXSV-33	08/03/21	09/01/21	07/23/21	09:15	07/29/21 13:57

Client ID: PIT-9-25N-1 | **Lab ID: AE06090-03RE2** | **Sampled: 07/20/21 12:05** | **Received: 07/21/21 09:40**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)		Analysis Date/Time(s)
FL-PRO	SOP EXSV-33	08/03/21	09/01/21	07/23/21	08:30	08/03/21 08:34

Client ID: PIT-4-60S-1 | **Lab ID: AE06090-04** | **Sampled: 07/20/21 14:30** | **Received: 07/21/21 09:40**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)		Analysis Date/Time(s)
EPA 8260D	EPA 5035_MS	08/03/21		07/23/21	10:42	07/23/21 18:53
EPA 8270E	SOP EXSV-33	08/03/21	09/01/21	07/23/21	09:15	07/29/21 14:19

Client ID: PIT-4-60S-1 | **Lab ID: AE06090-04RE2** | **Sampled: 07/20/21 14:30** | **Received: 07/21/21 09:40**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)		Analysis Date/Time(s)
FL-PRO	SOP EXSV-33	08/03/21	09/01/21	07/23/21	08:30	08/03/21 08:57

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

SAMPLE DETECTION SUMMARY

Client ID: PIT-9-COMP-1 **Lab ID: AE06090-01**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
C11-C22 Aromatics	7.4	I	3.4	18	mg/kg dry	MAEPH	
TPH (C8-C40)	75		19	31	mg/kg dry	FL-PRO	R-01

Client ID: PIT-4-COMP-1 **Lab ID: AE06090-02**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
C11-C22 Aromatics	12	I	3.6	19	mg/kg dry	MAEPH	
TPH (C8-C40)	180		20	33	mg/kg dry	FL-PRO	R-01

Client ID: PIT-9-25N-1 **Lab ID: AE06090-03**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
Benzo(a)anthracene	0.079		0.034	0.039	mg/kg dry	EPA 8270E	
Benzo(a)pyrene	0.076		0.035	0.039	mg/kg dry	EPA 8270E	
Benzo(b)fluoranthene	0.12		0.034	0.039	mg/kg dry	EPA 8270E	
Benzo(g,h,i)perylene	0.061		0.037	0.039	mg/kg dry	EPA 8270E	
Benzo(k)fluoranthene	0.031	I	0.024	0.039	mg/kg dry	EPA 8270E	
Chrysene	0.070		0.036	0.039	mg/kg dry	EPA 8270E	
Fluoranthene	0.15		0.036	0.039	mg/kg dry	EPA 8270E	
Indeno(1,2,3-cd)pyrene	0.052		0.036	0.039	mg/kg dry	EPA 8270E	
Phenanthrene	0.056		0.025	0.039	mg/kg dry	EPA 8270E	
Pyrene	0.12		0.035	0.039	mg/kg dry	EPA 8270E	
Toluene	0.00084	IV	0.00056	0.0011	mg/kg dry	EPA 8260D	J-01, O-01

Client ID: PIT-9-25N-1 **Lab ID: AE06090-03RE2**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
TPH (C8-C40)	78		3.8	6.4	mg/kg dry	FL-PRO	

Client ID: PIT-4-60S-1 **Lab ID: AE06090-04**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
Anthracene	0.048		0.031	0.048	mg/kg dry	EPA 8270E	
Benzo(a)anthracene	0.20		0.041	0.048	mg/kg dry	EPA 8270E	
Benzo(a)pyrene	0.20		0.042	0.048	mg/kg dry	EPA 8270E	
Benzo(b)fluoranthene	0.32		0.041	0.048	mg/kg dry	EPA 8270E	
Benzo(g,h,i)perylene	0.16		0.045	0.048	mg/kg dry	EPA 8270E	
Benzo(k)fluoranthene	0.081		0.029	0.048	mg/kg dry	EPA 8270E	
Chrysene	0.18		0.044	0.048	mg/kg dry	EPA 8270E	
Dibenzo(a,h)anthracene	0.036	I	0.036	0.048	mg/kg dry	EPA 8270E	
Fluoranthene	0.37		0.044	0.048	mg/kg dry	EPA 8270E	
Indeno(1,2,3-cd)pyrene	0.13		0.044	0.048	mg/kg dry	EPA 8270E	
Phenanthrene	0.14		0.030	0.048	mg/kg dry	EPA 8270E	
Pyrene	0.32		0.042	0.048	mg/kg dry	EPA 8270E	

Client ID: PIT-4-60S-1 **Lab ID: AE06090-04RE2**

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
TPH (C8-C40)	220		4.7	7.8	mg/kg dry	FL-PRO	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: PIT-9-COMP-1	**Lab Sample ID:** AE06090-01	**Received:** 07/21/21 09:40
Matrix: Soil	**Sampled:** 07/20/21 11:05	**Work Order:** AE06090
Project: CR-44	**Sampled By:** K. Nicholson	**% Solids:** 91.69

FL Petroleum Range Organics

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
TPH (C8-C40)^	**75**		mg/kg dry	5	19	31	1G23004	FL-PRO	07/28/21 13:16	JJB	R-01

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
n-Pentatriacontane	*ND*	*5*	*3.64*	*%*	*36-132*	*1G23004*	*FL-PRO*	*07/28/21 13:16*	*JJB*	*QS-04, R-01*
o-Terphenyl	*ND*	*5*	*1.64*	*%*	*66-136*	*1G23004*	*FL-PRO*	*07/28/21 13:16*	*JJB*	*QS-04, R-01*

Volatile Petroleum Hydrocarbons by GC

^ - ENCO Cary certified analyte [NELAC E87610]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
C5-C8 Aliphatics^	0.643	U	mg/kg dry	1	0.643	2.61	1H04041	MAVPH	08/06/21 14:34	OWS	
C9-C10 Aromatics^	0.417	U	mg/kg dry	1	0.417	0.868	1H04041	MAVPH	08/06/21 14:34	OWS	
C9-C12 Aliphatics^	1.30	U	mg/kg dry	1	1.30	2.61	1H04041	MAVPH	08/06/21 14:34	OWS	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,5-Dibromotoluene (FID)	*8.64*	*1*	*8.68*	*99 %*	*70-130*	*1H04041*	*MAVPH*	*08/06/21 14:34*	*OWS*	
2,5-Dibromotoluene (PID)	*9.75*	*1*	*8.68*	*112 %*	*70-130*	*1H04041*	*MAVPH*	*08/06/21 14:34*	*OWS*	

Extractable Petroleum Hydrocarbons by GC

^ - ENCO Cary certified analyte [NELAC E87610]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
C11-C22 Aromatics^	**7.4**	I	mg/kg dry	1	3.4	18	1G29009	MAEPH	07/29/21 14:09	LSK	
C19-C36 Aliphatics^	3.4	U	mg/kg dry	1	3.4	18	1G29008	MAEPH	07/29/21 13:34	LSK	
C9-C18 Aliphatics^	1.4	U	mg/kg dry	1	1.4	18	1G29008	MAEPH	07/29/21 13:34	LSK	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2-Bromonaphthalene	*6.7*	*1*	*8.00*	*84 %*	*40-140*	*1G29009*	*MAEPH*	*07/29/21 14:09*	*LSK*	
2-Fluorobiphenyl	*6.8*	*1*	*8.00*	*85 %*	*40-140*	*1G29009*	*MAEPH*	*07/29/21 14:09*	*LSK*	
Chloro-octadecane	*0.84*	*1*	*1.45*	*58 %*	*40-140*	*1G29008*	*MAEPH*	*07/29/21 13:34*	*LSK*	
o-Terphenyl	*1.1*	*1*	*1.45*	*78 %*	*40-140*	*1G29009*	*MAEPH*	*07/29/21 14:09*	*LSK*	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: PIT-4-COMP-1	**Lab Sample ID:** AE06090-02	**Received:** 07/21/21 09:40
Matrix: Soil	**Sampled:** 07/20/21 13:30	**Work Order:** AE06090
Project: CR-44	**Sampled By:** K. Nicholson	**% Solids:** 86.15

FL Petroleum Range Organics

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
TPH (C8-C40)^	**180**		mg/kg dry	5	20	33	1G23004	FL-PRO	07/28/21 13:41	JJB	R-01

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
n-Pentatriacontane	*ND*	*5*	*3.90*	*%*	*36-132*	*1G23004*	*FL-PRO*	*07/28/21 13:41*	*JJB*	*QS-04, R-01*
o-Terphenyl	*ND*	*5*	*1.75*	*%*	*66-136*	*1G23004*	*FL-PRO*	*07/28/21 13:41*	*JJB*	*QS-04, R-01*

Volatile Petroleum Hydrocarbons by GC

^ - ENCO Cary certified analyte [NELAC E87610]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
C5-C8 Aliphatics^	0.612	U	mg/kg dry	1	0.612	2.48	1H04041	MAVPH	08/06/21 15:08	OWS	
C9-C10 Aromatics^	0.397	U	mg/kg dry	1	0.397	0.827	1H04041	MAVPH	08/06/21 15:08	OWS	
C9-C12 Aliphatics^	1.24	U	mg/kg dry	1	1.24	2.48	1H04041	MAVPH	08/06/21 15:08	OWS	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,5-Dibromotoluene (FID)	*7.81*	*1*	*8.27*	*94 %*	*70-130*	*1H04041*	*MAVPH*	*08/06/21 15:08*	*OWS*	
2,5-Dibromotoluene (PID)	*8.63*	*1*	*8.27*	*104 %*	*70-130*	*1H04041*	*MAVPH*	*08/06/21 15:08*	*OWS*	

Extractable Petroleum Hydrocarbons by GC

^ - ENCO Cary certified analyte [NELAC E87610]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
C11-C22 Aromatics^	**12**	I	mg/kg dry	1	3.6	19	1G29009	MAEPH	07/30/21 06:49	LSK	
C19-C36 Aliphatics^	3.6	U	mg/kg dry	1	3.6	19	1G29008	MAEPH	07/29/21 14:44	LSK	
C9-C18 Aliphatics^	1.5	U	mg/kg dry	1	1.5	19	1G29008	MAEPH	07/29/21 14:44	LSK	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2-Bromonaphthalene	*6.3*	*1*	*8.00*	*79 %*	*40-140*	*1G29009*	*MAEPH*	*07/30/21 06:49*	*LSK*	
2-Fluorobiphenyl	*5.7*	*1*	*8.00*	*71 %*	*40-140*	*1G29009*	*MAEPH*	*07/30/21 06:49*	*LSK*	
Chloro-octadecane	*0.94*	*1*	*1.55*	*61 %*	*40-140*	*1G29008*	*MAEPH*	*07/29/21 14:44*	*LSK*	
o-Terphenyl	*0.99*	*1*	*1.55*	*64 %*	*40-140*	*1G29009*	*MAEPH*	*07/30/21 06:49*	*LSK*	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: PIT-9-25N-1	**Lab Sample ID:** AE06090-03	**Received:** 07/21/21 09:40
Matrix: Soil	**Sampled:** 07/20/21 12:05	**Work Order:** AE06090
Project: CR-44	**Sampled By:** K. Nicholson	**% Solids:** 89.14

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Benzene [71-43-2]^	0.00056	U	mg/kg dry	1	0.00056	0.0011	1G23017	EPA 8260D	07/23/21 18:25	kkw	
Ethylbenzene [100-41-4]^	0.00065	U	mg/kg dry	1	0.00065	0.0011	1G23017	EPA 8260D	07/23/21 18:25	kkw	
m,p-Xylenes [108-38-3/106-42-3]^	0.0012	U	mg/kg dry	1	0.0012	0.0022	1G23017	EPA 8260D	07/23/21 18:25	kkw	
Methyl-tert-Butyl Ether [1634-04-4]^	0.00071	U	mg/kg dry	1	0.00071	0.0011	1G23017	EPA 8260D	07/23/21 18:25	kkw	
o-Xylene [95-47-6]^	0.00063	U	mg/kg dry	1	0.00063	0.0011	1G23017	EPA 8260D	07/23/21 18:25	kkw	
Toluene [108-88-3]^	**0.00084**	IV	mg/kg dry	1	0.00056	0.0011	1G23017	EPA 8260D	07/23/21 18:25	kkw	J-01, O-01
Xylenes (Total) [1330-20-7]^	0.0012	U	mg/kg dry	1	0.0012	0.0022	1G23017	EPA 8260D	07/23/21 18:25	kkw	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
4-Bromofluorobenzene	*0.048*	*1*	*0.0515*	*94 %*	*70-130*	*1G23017*	*EPA 8260D*	*07/23/21 18:25*	*kkw*	
Dibromofluoromethane	*0.054*	*1*	*0.0515*	*106 %*	*70-133*	*1G23017*	*EPA 8260D*	*07/23/21 18:25*	*kkw*	
Toluene-d8	*0.053*	*1*	*0.0515*	*104 %*	*70-130*	*1G23017*	*EPA 8260D*	*07/23/21 18:25*	*kkw*	

Semivolatile Organic Compounds by GCMS SIM

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1-Methylnaphthalene [90-12-0]^	0.034	U	mg/kg dry	1	0.034	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
2-Methylnaphthalene [91-57-6]^	0.034	U	mg/kg dry	1	0.034	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Acenaphthene [83-32-9]^	0.028	U	mg/kg dry	1	0.028	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Acenaphthylene [208-96-8]^	0.028	U	mg/kg dry	1	0.028	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Anthracene [120-12-7]^	0.026	U	mg/kg dry	1	0.026	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Benzo(a)anthracene [56-55-3]^	**0.079**		mg/kg dry	1	0.034	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Benzo(a)pyrene [50-32-8]^	**0.076**		mg/kg dry	1	0.035	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Benzo(b)fluoranthene [205-99-2]^	**0.12**		mg/kg dry	1	0.034	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Benzo(g,h,i)perylene [191-24-2]^	**0.061**		mg/kg dry	1	0.037	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Benzo(k)fluoranthene [207-08-9]^	**0.031**	I	mg/kg dry	1	0.024	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Chrysene [218-01-9]^	**0.070**		mg/kg dry	1	0.036	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Dibenzo(a,h)anthracene [53-70-3]^	0.029	U	mg/kg dry	1	0.029	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Fluoranthene [206-44-0]^	**0.15**		mg/kg dry	1	0.036	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Fluorene [86-73-7]^	0.026	U	mg/kg dry	1	0.026	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Indeno(1,2,3-cd)pyrene [193-39-5]^	**0.052**		mg/kg dry	1	0.036	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Naphthalene [91-20-3]^	0.037	U	mg/kg dry	1	0.037	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Phenanthrene [85-01-8]^	**0.056**		mg/kg dry	1	0.025	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	
Pyrene [129-00-0]^	**0.12**		mg/kg dry	1	0.035	0.039	1G23003	EPA 8270E	07/29/21 13:57	jfi	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2-Methylnaphthalene-d10	*1.6*	*1*	*2.24*	*72 %*	*50-150*	*1G23003*	*EPA 8270E*	*07/29/21 13:57*	*jfi*	
Fluoranthene-d10	*1.9*	*1*	*2.24*	*86 %*	*50-150*	*1G23003*	*EPA 8270E*	*07/29/21 13:57*	*jfi*	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: PIT-9-25N-1	**Lab Sample ID:** AE06090-03	**Received:** 07/21/21 09:40
Matrix: Soil	**Sampled:** 07/20/21 12:05	**Work Order:** AE06090
Project: CR-44	**Sampled By:** K. Nicholson	**% Solids:** 89.14

FL Petroleum Range Organics

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
TPH (C8-C40)^	**78**		mg/kg dry	1	3.8	6.4	1G23004	FL-PRO	08/03/21 08:34	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
n-Pentatriacontane	*3.2*	*1*	*3.76*	*85 %*	*36-132*	*1G23004*	*FL-PRO*	*08/03/21 08:34*	*JJB*	
o-Terphenyl	*0.96*	*1*	*1.69*	*57 %*	*66-136*	*1G23004*	*FL-PRO*	*08/03/21 08:34*	*JJB*	*QS-07*

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: PIT-4-60S-1	**Lab Sample ID:** AE06090-04	**Received:** 07/21/21 09:40
Matrix: Soil	**Sampled:** 07/20/21 14:30	**Work Order:** AE06090
Project: CR-44	**Sampled By:** K. Nicholson	**% Solids:** 73.02

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Benzene [71-43-2]^	0.00081	U	mg/kg dry	1	0.00081	0.0016	1G23017	EPA 8260D	07/23/21 18:53	kkw	
Ethylbenzene [100-41-4]^	0.00094	U	mg/kg dry	1	0.00094	0.0016	1G23017	EPA 8260D	07/23/21 18:53	kkw	
m,p-Xylenes [108-38-3/106-42-3]^	0.0018	U	mg/kg dry	1	0.0018	0.0033	1G23017	EPA 8260D	07/23/21 18:53	kkw	
Methyl-tert-Butyl Ether [1634-04-4]^	0.0010	U	mg/kg dry	1	0.0010	0.0016	1G23017	EPA 8260D	07/23/21 18:53	kkw	
o-Xylene [95-47-6]^	0.00091	U	mg/kg dry	1	0.00091	0.0016	1G23017	EPA 8260D	07/23/21 18:53	kkw	
Toluene [108-88-3]^	0.00081	U	mg/kg dry	1	0.00081	0.0016	1G23017	EPA 8260D	07/23/21 18:53	kkw	QB-02
Xylenes (Total) [1330-20-7]^	0.0018	U	mg/kg dry	1	0.0018	0.0033	1G23017	EPA 8260D	07/23/21 18:53	kkw	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
4-Bromofluorobenzene	*0.069*	*1*	*0.0813*	*85 %*	*70-130*	*1G23017*	*EPA 8260D*	*07/23/21 18:53*	*kkw*	
Dibromofluoromethane	*0.092*	*1*	*0.0813*	*113 %*	*70-133*	*1G23017*	*EPA 8260D*	*07/23/21 18:53*	*kkw*	
Toluene-d8	*0.083*	*1*	*0.0813*	*102 %*	*70-130*	*1G23017*	*EPA 8260D*	*07/23/21 18:53*	*kkw*	

Semivolatile Organic Compounds by GCMS SIM

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1-Methylnaphthalene [90-12-0]^	0.041	U	mg/kg dry	1	0.041	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
2-Methylnaphthalene [91-57-6]^	0.041	U	mg/kg dry	1	0.041	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Acenaphthene [83-32-9]^	0.034	U	mg/kg dry	1	0.034	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Acenaphthylene [208-96-8]^	0.034	U	mg/kg dry	1	0.034	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Anthracene [120-12-7]^	**0.048**		mg/kg dry	1	0.031	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Benzo(a)anthracene [56-55-3]^	**0.20**		mg/kg dry	1	0.041	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Benzo(a)pyrene [50-32-8]^	**0.20**		mg/kg dry	1	0.042	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Benzo(b)fluoranthene [205-99-2]^	**0.32**		mg/kg dry	1	0.041	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Benzo(g,h,i)perylene [191-24-2]^	**0.16**		mg/kg dry	1	0.045	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Benzo(k)fluoranthene [207-08-9]^	**0.081**		mg/kg dry	1	0.029	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Chrysene [218-01-9]^	**0.18**		mg/kg dry	1	0.044	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Dibenzo(a,h)anthracene [53-70-3]^	**0.036**	I	mg/kg dry	1	0.036	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Fluoranthene [206-44-0]^	**0.37**		mg/kg dry	1	0.044	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Fluorene [86-73-7]^	0.031	U	mg/kg dry	1	0.031	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Indeno(1,2,3-cd)pyrene [193-39-5]^	**0.13**		mg/kg dry	1	0.044	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Naphthalene [91-20-3]^	0.045	U	mg/kg dry	1	0.045	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Phenanthrene [85-01-8]^	**0.14**		mg/kg dry	1	0.030	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	
Pyrene [129-00-0]^	**0.32**		mg/kg dry	1	0.042	0.048	1G23003	EPA 8270E	07/29/21 14:19	jfi	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2-Methylnaphthalene-d10	*1.8*	*1*	*2.79*	*63 %*	*50-150*	*1G23003*	*EPA 8270E*	*07/29/21 14:19*	*jfi*	
Fluoranthene-d10	*2.1*	*1*	*2.79*	*74 %*	*50-150*	*1G23003*	*EPA 8270E*	*07/29/21 14:19*	*jfi*	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: PIT-4-60S-1	**Lab Sample ID:** AE06090-04	**Received:** 07/21/21 09:40
Matrix: Soil	**Sampled:** 07/20/21 14:30	**Work Order:** AE06090
Project: CR-44	**Sampled By:** K. Nicholson	**% Solids:** 73.02

FL Petroleum Range Organics

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
TPH (C8-C40)^	**220**		mg/kg dry	1	4.7	7.8	1G23004	FL-PRO	08/03/21 08:57	JJB	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
n-Pentatriacontane	*4.2*	*1*	*4.60*	*91 %*	*36-132*	*1G23004*	*FL-PRO*	*08/03/21 08:57*	*JJB*	
o-Terphenyl	*0.83*	*1*	*2.07*	*40 %*	*66-136*	*1G23004*	*FL-PRO*	*08/03/21 08:57*	*JJB*	*QS-07*

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Volatile Organic Compounds by GCMS - Quality Control

Batch 1G23017 - EPA 5035_MS

Blank (1G23017-BLK1) Prepared: 07/23/2021 00:00 Analyzed: 07/23/2021 10:54

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Benzene	0.00050	U	0.0010	mg/kg wet							
Ethylbenzene	0.00058	U	0.0010	mg/kg wet							
m,p-Xylenes	0.0011	U	0.0020	mg/kg wet							
Methyl-tert-Butyl Ether	0.00063	U	0.0010	mg/kg wet							
o-Xylene	0.00056	U	0.0010	mg/kg wet							
Toluene	**0.00081**	**I**	0.0010	mg/kg wet							J-01, O-01, QI
Xylenes (Total)	0.0011	U	0.0020	mg/kg wet							
4-Bromofluorobenzene	*0.054*			*mg/kg wet*	*0.0500*		*108*	*70-130*			
Dibromofluoromethane	*0.054*			*mg/kg wet*	*0.0500*		*109*	*70-133*			
Toluene-d8	*0.054*			*mg/kg wet*	*0.0500*		*107*	*70-130*			

LCS (1G23017-BS1) Prepared: 07/23/2021 00:00 Analyzed: 07/23/2021 09:30

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Benzene	0.018		0.0010	mg/kg wet	0.0200		91	49-142			
Toluene	0.022		0.0010	mg/kg wet	0.0200		108	55-136			
4-Bromofluorobenzene	*0.052*			*mg/kg wet*	*0.0500*		*104*	*70-130*			
Dibromofluoromethane	*0.053*			*mg/kg wet*	*0.0500*		*107*	*70-133*			
Toluene-d8	*0.053*			*mg/kg wet*	*0.0500*		*107*	*70-130*			

LCS Dup (1G23017-BSD1) Prepared: 07/23/2021 00:00 Analyzed: 07/23/2021 09:58

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Benzene	0.018		0.0010	mg/kg wet	0.0200		91	49-142	0.4	19	QM-10
Toluene	0.022		0.0010	mg/kg wet	0.0200		109	55-136	0.7	21	QM-10
4-Bromofluorobenzene	*0.054*			*mg/kg wet*	*0.0500*		*107*	*70-130*			*QM-10*
Dibromofluoromethane	*0.054*			*mg/kg wet*	*0.0500*		*108*	*70-133*			*QM-10*
Toluene-d8	*0.053*			*mg/kg wet*	*0.0500*		*106*	*70-130*			*QM-10*

Semivolatile Organic Compounds by GCMS SIM - Quality Control

Batch 1G23003 - SOP EXSV-33

Blank (1G23003-BLK1) Prepared: 07/23/2021 09:15 Analyzed: 07/28/2021 10:01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1-Methylnaphthalene	0.030	U	0.035	mg/kg wet							
2-Methylnaphthalene	0.030	U	0.035	mg/kg wet							
Acenaphthene	0.025	U	0.035	mg/kg wet							
Acenaphthylene	0.025	U	0.035	mg/kg wet							
Anthracene	0.023	U	0.035	mg/kg wet							
Benzo(a)anthracene	0.030	U	0.035	mg/kg wet							
Benzo(a)pyrene	0.031	U	0.035	mg/kg wet							
Benzo(b)fluoranthene	0.030	U	0.035	mg/kg wet							
Benzo(g,h,i)perylene	0.033	U	0.035	mg/kg wet							
Benzo(k)fluoranthene	0.021	U	0.035	mg/kg wet							
Chrysene	0.032	U	0.035	mg/kg wet							
Dibenzo(a,h)anthracene	0.026	U	0.035	mg/kg wet							

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Semivolatile Organic Compounds by GCMS SIM - Quality Control

Batch 1G23003 - SOP EXSV-33 - Continued

Blank (1G23003-BLK1) Continued Prepared: 07/23/2021 09:15 Analyzed: 07/28/2021 10:01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Fluoranthene	0.032	U	0.035	mg/kg wet							
Fluorene	0.023	U	0.035	mg/kg wet							
Indeno(1,2,3-cd)pyrene	0.032	U	0.035	mg/kg wet							
Naphthalene	0.033	U	0.035	mg/kg wet							
Phenanthrene	0.022	U	0.035	mg/kg wet							
Pyrene	0.031	U	0.035	mg/kg wet							
2-Methylnaphthalene-d10	*1.4*			*mg/kg wet*	*2.00*		*72*	*50-150*			
Fluoranthene-d10	*1.5*			*mg/kg wet*	*2.00*		*77*	*50-150*			

LCS (1G23003-BS1) Prepared: 07/23/2021 09:15 Analyzed: 07/28/2021 10:23

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Acenaphthene	1.9		0.035	mg/kg wet	2.00		96	43-121			
Benzo(a)pyrene	1.8		0.035	mg/kg wet	2.00		91	58-120			
Benzo(g,h,i)perylene	1.6		0.035	mg/kg wet	2.00		82	58-124			
Naphthalene	1.9		0.035	mg/kg wet	2.00		93	37-120			
2-Methylnaphthalene-d10	*1.9*			*mg/kg wet*	*2.00*		*94*	*50-150*			
Fluoranthene-d10	*1.7*			*mg/kg wet*	*2.00*		*87*	*50-150*			

Matrix Spike (1G23003-MS1) Prepared: 07/23/2021 09:15 Analyzed: 07/28/2021 10:44

Source: AE05773-03

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Acenaphthene	2.1		0.042	mg/kg dry	2.35	0.030 U	89	43-121			
Benzo(a)pyrene	2.0		0.042	mg/kg dry	2.35	0.038 U	83	58-120			
Benzo(g,h,i)perylene	1.8		0.042	mg/kg dry	2.35	0.040 U	75	58-124			
Naphthalene	1.9		0.042	mg/kg dry	2.35	0.040 U	83	37-120			
2-Methylnaphthalene-d10	*1.9*			*mg/kg dry*	*2.35*		*81*	*50-150*			
Fluoranthene-d10	*1.9*			*mg/kg dry*	*2.35*		*81*	*50-150*			

Matrix Spike Dup (1G23003-MSD1) Prepared: 07/23/2021 09:15 Analyzed: 07/28/2021 11:06

Source: AE05773-03

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Acenaphthene	1.9		0.042	mg/kg dry	2.44	0.030 U	78	43-121	10	30	
Benzo(a)pyrene	1.9		0.042	mg/kg dry	2.44	0.038 U	77	58-120	4	30	
Benzo(g,h,i)perylene	1.7		0.042	mg/kg dry	2.44	0.040 U	68	58-124	6	30	
Naphthalene	1.8		0.042	mg/kg dry	2.44	0.040 U	72	37-120	10	30	
2-Methylnaphthalene-d10	*1.8*			*mg/kg dry*	*2.44*		*72*	*50-150*			
Fluoranthene-d10	*1.8*			*mg/kg dry*	*2.44*		*75*	*50-150*			

FL Petroleum Range Organics - Quality Control

Batch 1G23004 - SOP EXSV-33

Blank (1G23004-BLK1) Prepared: 07/23/2021 08:30 Analyzed: 07/26/2021 12:35

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	3.4	U	5.7	mg/kg wet							

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

FL Petroleum Range Organics - Quality Control

Batch 1G23004 - SOP EXSV-33 - Continued

Blank (1G23004-BLK1) Continued Prepared: 07/23/2021 08:30 Analyzed: 07/26/2021 12:35

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
n-Pentatriacontane	*2.3*			*mg/kg wet*	*3.33*		*70*	*36-132*			
o-Terphenyl	*1.2*			*mg/kg wet*	*1.50*		*78*	*66-136*			

LCS (1G23004-BS1) Prepared: 07/23/2021 08:30 Analyzed: 07/26/2021 13:00

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	46		5.7	mg/kg wet	56.7		81	65-119			
n-Pentatriacontane	*2.4*			*mg/kg wet*	*3.33*		*73*	*36-132*			
o-Terphenyl	*1.3*			*mg/kg wet*	*1.50*		*84*	*66-136*			

Matrix Spike (1G23004-MS1) Prepared: 07/23/2021 08:30 Analyzed: 07/26/2021 13:25

Source: AE05773-03

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	58		6.9	mg/kg dry	68.8	4.1 U	85	39-181			
n-Pentatriacontane	*3.1*			*mg/kg dry*	*4.04*		*75*	*36-132*			
o-Terphenyl	*1.7*			*mg/kg dry*	*1.82*		*91*	*66-136*			

Matrix Spike Dup (1G23004-MSD1) Prepared: 07/23/2021 08:30 Analyzed: 07/26/2021 13:50

Source: AE05773-03

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	54		6.9	mg/kg dry	68.8	4.1 U	78	39-181	8	25	
n-Pentatriacontane	*2.9*			*mg/kg dry*	*4.04*		*71*	*36-132*			
o-Terphenyl	*1.5*			*mg/kg dry*	*1.82*		*82*	*66-136*			

Batch 1G30002 - SOP EXSV-33

Blank (1G30002-BLK1) Prepared: 07/30/2021 09:00 Analyzed: 08/02/2021 08:38

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	3.4	U	5.7	mg/kg wet							
n-Pentatriacontane	*2.9*			*mg/kg wet*	*3.33*		*86*	*36-132*			
o-Terphenyl	*1.1*			*mg/kg wet*	*1.50*		*74*	*66-136*			

LCS (1G30002-BS1) Prepared: 07/30/2021 09:00 Analyzed: 08/02/2021 09:01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	54		5.7	mg/kg wet	56.7		95	65-119			
n-Pentatriacontane	*2.7*			*mg/kg wet*	*3.33*		*82*	*36-132*			
o-Terphenyl	*1.1*			*mg/kg wet*	*1.50*		*73*	*66-136*			

Matrix Spike (1G30002-MS1) Prepared: 07/30/2021 09:00 Analyzed: 08/02/2021 09:24

Source: AE06096-05

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	65		6.4	mg/kg dry	63.8	3.8 U	102	39-181			
n-Pentatriacontane	*3.3*			*mg/kg dry*	*3.75*		*89*	*36-132*			
o-Terphenyl	*1.3*			*mg/kg dry*	*1.69*		*80*	*66-136*			

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

FL Petroleum Range Organics - Quality Control

Batch 1G30002 - SOP EXSV-33 - Continued

Matrix Spike Dup (1G30002-MSD1) Prepared: 07/30/2021 09:00 Analyzed: 08/02/2021 09:48

Source: AE06096-05

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	62		6.4	mg/kg dry	63.4	3.8 U	97	39-181	5	25	
n-Pentatriacontane	*3.0*			*mg/kg dry*	*3.73*		*81*	*36-132*			
o-Terphenyl	*1.2*			*mg/kg dry*	*1.68*		*70*	*66-136*			

Volatile Petroleum Hydrocarbons by GC - Quality Control

Batch 1H04041 - EPA 5035

Blank (1H04041-BLK1) Prepared: 08/04/2021 23:34 Analyzed: 08/06/2021 14:03

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
C5-C8 Aliphatics	0.740	U	3.00	mg/kg wet							
C9-C10 Aromatics	0.480	U	1.00	mg/kg wet							
C9-C12 Aliphatics	1.50	U	3.00	mg/kg wet							
2,5-Dibromotoluene (FID)	*9.85*			*mg/kg wet*	*9.78*		*101*	*70-130*			
2,5-Dibromotoluene (PID)	*11.2*			*mg/kg wet*	*9.78*		*115*	*70-130*			

LCS (1H04041-BS1) Prepared: 08/04/2021 23:34 Analyzed: 08/06/2021 12:59

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
C5-C8 Aliphatics	9.16		3.00	mg/kg wet	11.7		78	70-130			
C9-C10 Aromatics	3.99		1.00	mg/kg wet	3.91		102	70-130			
C9-C12 Aliphatics	11.4		3.00	mg/kg wet	11.7		98	70-130			
2,5-Dibromotoluene (FID)	*8.76*			*mg/kg wet*	*9.77*		*90*	*70-130*			
2,5-Dibromotoluene (PID)	*9.84*			*mg/kg wet*	*9.77*		*101*	*70-130*			

LCS Dup (1H04041-BSD1) Prepared: 08/04/2021 23:34 Analyzed: 08/06/2021 13:32

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
C5-C8 Aliphatics	8.86		3.00	mg/kg wet	11.6		76	70-130	3	25	
C9-C10 Aromatics	3.96		1.00	mg/kg wet	3.88		102	70-130	0.8	25	
C9-C12 Aliphatics	10.8		3.00	mg/kg wet	11.6		93	70-130	6	25	
2,5-Dibromotoluene (FID)	*8.89*			*mg/kg wet*	*9.69*		*92*	*70-130*			
2,5-Dibromotoluene (PID)	*9.82*			*mg/kg wet*	*9.69*		*101*	*70-130*			

Extractable Petroleum Hydrocarbons by GC - Quality Control

Batch 1G27001 - EPA 3550C

Blank (1G27001-BLK1) Prepared: 07/27/2021 00:59 Analyzed: 07/27/2021 11:31

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
C11-C22 Aromatics	3.1	U	17	mg/kg wet							
C19-C36 Aliphatics	3.1	U	17	mg/kg wet							
C9-C18 Aliphatics	1.3	U	17	mg/kg wet							
Chloro-octadecane	*1.3*			*mg/kg wet*	*1.33*		*95*	*40-140*			
o-Terphenyl	*1.1*			*mg/kg wet*	*1.33*		*82*	*40-140*			

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Extractable Petroleum Hydrocarbons by GC - Quality Control

Batch 1G27001 - EPA 3550C - Continued

LCS (1G27001-BS1) Prepared: 07/27/2021 00:59 Analyzed: 07/27/2021 12:06

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
C11-C22 Aromatics	21		17	mg/kg wet	22.7		95	40-140			
C19-C36 Aliphatics	23		17	mg/kg wet	21.3		108	40-140			
C9-C18 Aliphatics	15	I	17	mg/kg wet	16.0		95	40-140			
Chloro-octadecane	*1.4*			*mg/kg wet*	*1.33*		*108*	*40-140*			
o-Terphenyl	*1.2*			*mg/kg wet*	*1.33*		*91*	*40-140*			

LCS Dup (1G27001-BSD1) Prepared: 07/27/2021 00:59 Analyzed: 07/27/2021 12:41

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
C11-C22 Aromatics	21		17	mg/kg wet	22.7		93	40-140	2	25	
C19-C36 Aliphatics	23		17	mg/kg wet	21.3		106	40-140	2	25	
C9-C18 Aliphatics	15	I	17	mg/kg wet	16.0		92	40-140	3	25	
Chloro-octadecane	*1.4*			*mg/kg wet*	*1.33*		*104*	*40-140*			
o-Terphenyl	*1.2*			*mg/kg wet*	*1.33*		*87*	*40-140*			

Batch 1G29008 - EPA 3550C

Blank (1G29008-BLK1) Prepared: 07/27/2021 07:05 Analyzed: 07/29/2021 10:01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
C19-C36 Aliphatics	3.1	U	17	mg/kg wet							
C9-C18 Aliphatics	1.3	U	17	mg/kg wet							
Chloro-octadecane	*0.89*			*mg/kg wet*	*1.33*		*67*	*40-140*			

LCS (1G29008-BS1) Prepared: 07/27/2021 07:05 Analyzed: 07/29/2021 11:08

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
C19-C36 Aliphatics	19		17	mg/kg wet	21.3		88	40-140			
C9-C18 Aliphatics	12	I	17	mg/kg wet	16.0		74	40-140			
Chloro-octadecane	*0.96*			*mg/kg wet*	*1.33*		*72*	*40-140*			

LCS Dup (1G29008-BSD1) Prepared: 07/27/2021 07:05 Analyzed: 07/29/2021 12:16

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
C19-C36 Aliphatics	18		17	mg/kg wet	21.3		84	40-140	5	25	
C9-C18 Aliphatics	11	I	17	mg/kg wet	16.0		70	40-140	5	25	
Chloro-octadecane	*0.91*			*mg/kg wet*	*1.33*		*68*	*40-140*			

Batch 1G29009 - EPA 3550C

Blank (1G29009-BLK1) Prepared: 07/27/2021 07:11 Analyzed: 07/29/2021 10:35

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
C11-C22 Aromatics	3.1	U	17	mg/kg wet							
2-Bromonaphthalene	*7.0*			*ug/mL*	*8.00*		*87*	*40-140*			
2-Fluorobiphenyl	*6.6*			*ug/mL*	*8.00*		*83*	*40-140*			

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Extractable Petroleum Hydrocarbons by GC - Quality Control

Batch 1G29009 - EPA 3550C - Continued

Blank (1G29009-BLK1) Continued Prepared: 07/27/2021 07:11 Analyzed: 07/29/2021 10:35

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
o-Terphenyl	*1.1*			*mg/kg wet*	*1.33*		*82*	*40-140*			

LCS (1G29009-BS1) Prepared: 07/27/2021 07:11 Analyzed: 07/29/2021 11:42

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
C11-C22 Aromatics	23		17	mg/kg wet	22.7		103	40-140			
2-Bromonaphthalene	*6.7*			*ug/mL*	*8.00*		*84*	*40-140*			
2-Fluorobiphenyl	*6.7*			*ug/mL*	*8.00*		*83*	*40-140*			
o-Terphenyl	*1.3*			*mg/kg wet*	*1.33*		*97*	*40-140*			

LCS Dup (1G29009-BSD1) Prepared: 07/27/2021 07:11 Analyzed: 07/29/2021 12:51

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
C11-C22 Aromatics	18		17	mg/kg wet	22.7		81	40-140	24	25	
2-Bromonaphthalene	*6.3*			*ug/mL*	*8.00*		*79*	*40-140*			
2-Fluorobiphenyl	*5.8*			*ug/mL*	*8.00*		*73*	*40-140*			
o-Terphenyl	*0.99*			*mg/kg wet*	*1.33*		*74*	*40-140*			

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

FLAGS/NOTES AND DEFINITIONS

PQL	PQL: Practical Quantitation Limit. The PQL presented is the laboratory MRL.
B	Results are based upon membrane filter colony counts that are outside the method indicated ideal range.
I	The reported value is between the laboratory method detection limit (MDL) and the practical quantitation limit (PQL).
J	Estimated value.
K	Off-scale low; Actual value is known to be less than the value given.
L	Off-scale high; Actual value is known to be greater than value given.
M	Presence of analyte is verified but not quantified; the actual value is less than the MRL but greater than the MDL.
N	Presumptive evidence of presence of material.
O	Sampled, but analysis lost or not performed.
Q	Sample exceeded the accepted holding time.
T	Value reported is less than the laboratory method detection limit. The value is reported for informational purposes only and shall not be used in statistical analysis.
U	Indicates that the compound was analyzed for but not detected.
V	Indicates that the analyte was detected in both the sample and the associated method blank.
Y	The laboratory analysis was from an improperly preserved sample. The data may not be accurate.
Z	Too many colonies were present (TNTC); the numeric value represents the filtration volume.
?	Data are rejected and should not be used. Some or all of the quality control data for the analyte were outside criteria, and the presence or absence of the analyte cannot be determined from the data.
*****	Not reported due to interference.
[CALC]	Calculated analyte - MDL/MRL reported to the highest reporting limit of the component analyses.
J-01	Result may be biased high due to positive results in the associated method blank at a concentration above the MDL and/or greater than one-half the MRL.
O-01	This compound is a common laboratory contaminant.
QB-02	The method blank contains analyte at a concentration above the MDL and/or greater than one-half the MRL. The analyte was not detected in the sample.
QI-02	Internal standard outside acceptance limits. Samples results are considered estimated.
QM-10	LCS/LCSD were analyzed in place of MS/MSD.
QS-03	Surrogate recovery outside acceptance limits
QS-04	Surrogate recovery not calculated. Surrogate diluted out of the calibration range.
QS-07	Surrogate recovery biased low due to matrix interference confirmed by re-extraction and/or re-analysis.
R-01	The Reporting Limit for this analyte has been raised to account for matrix interference.

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ENVIRONMENTAL CONSERVATION LABORATORIES CHAIN-OF-CUSTODY RECORD

www.encolabs.com

10775 Central Port Dr.
Orlando, FL 32824
(407) 826-5314 Fax (407) 850-6945

4810 Executive Park Court, Suite 211
Jacksonville, FL 32216-6069
(904) 296-3007 Fax (904) 296-6210

102-A Woodwinds Industrial Ct.
Cary, NC 27511
(919) 467-3090 Fax (919) 467-3515

Client Name: ARDAMAN	Project Number: 20-6647A
Address: 8008 S. ORANGE AVE	Project Name/Desc: CR-44
City/ST/Zip: ORLANDO, FL	PO # / Billing Info:
Tel:	Fax:
Reporting Contact: CARL STEPHENS	
Sampler(s) Name, Affiliation (Print): K. Nicholson ARDAMAN	Billing Contact: ARDAMAN
Sampler(s) Signature:	Site Location / Time Zone:

Requested Analyses: TRPH-MADEP; FL-PRO; 8260 VOA; 8270 SIM

Requested Turnaround Times

Note : Rush requests subject to acceptance by the facility

✓ Standard

___ Expedited

Due ___/___/___

Lab Workorder: AE06090

Preservation (See Codes) (Combine as necessary)

Item #	Sample ID (Field Identification)	Collection Date	Collection Time	Comp / Grab	Matrix (see codes)	Total # of Containers	TRPH-MADEP	FL-PRO	8260 VOA	8270 SIM	Sample Comments
	Pit-9-Comp-1	7-20-21	11:05	Comp	Soil	4	✓	✓			
	Pit-4-Comp-1	7-20-21	13:30	Comp	Soil	4	✓	✓			
	Pit-9-25W-1	7-20-21	12:05	GRAB	Soil	4		✓	✓	✓	HOLD
	Pit-4-60S-1	7-20-21	14:30	GRAB	Soil	4		✓	✓	✓	HOLD
						16	<-- Total # of Containers				

Sample Kit Prepared By	Date/Time	Relinquished By	Date/Time	Received By	Date/Time
Comments/Special Reporting Requirements			7.21.21 9:38		7/21/21 0940
		Relinquished By	Date/Time	Received By	Date/Time
		Relinquished By	Date/Time	Received By	Date/Time
		Cooler #'s & Temps on Receipt: C-299 2.8°C		Condition Upon Receipt: ✓ Acceptable ___ Unacceptable	

Matrix : **GW**-Groundwater **SO**-Soil **DW**-Drinking Water **SE**-Sediment **SW**-Surface Water **WW**-Wastewater **A**-Air **O**-Other (detail in comments) **Preservation:** **I**-Ice **H**-HCl **N**-HNO3 **S**-H2SO4 **NO**-NaOH **O**-Other (detail in comments)

Note : All samples submitted to ENCO Labs are in accordance with the terms and conditions listed on the reverse of this form, unless prior written agreements exist

SIR SPEEDY #69800 (407) 647-3325

ENCO Laboratories
Accurate. Timely. Responsive. Innovative.

10775 Central Port Drive
Orlando FL, 32824
Phone: 407.826.5314 FAX: 407.850.6945

Monday, August 2, 2021
Ardaman & Associates (AR001)
Attn: Carl Stephens
P.O. Box 593003
Orlando, FL 32859-3003

RE: Laboratory Results for
Project Number: 20-6647A, Project Name/Desc: County Road 44 Phase II
ENCO Workorder(s): AE06141

Dear Carl Stephens,

Enclosed is a copy of your laboratory report for test samples received by our laboratory on Thursday, July 22, 2021.

Unless otherwise noted in an attached project narrative, all samples were received in acceptable condition and processed in accordance with the referenced methods/procedures. Results for these procedures apply only to the samples as submitted.

The analytical results contained in this report are in compliance with NELAC standards, except as noted in the project narrative if applicable. This report shall not be reproduced except in full, without the written approval of the Laboratory.

This report contains only those analyses performed by Environmental Conservation Laboratories. Unless otherwise noted, all analyses were performed at ENCO Orlando. Data from outside organizations will be reported under separate cover.

If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,



Kaitlin Dylnicki
Project Manager
Enclosure(s)

www.encolabs.com

SAMPLE SUMMARY/LABORATORY CHRONICLE

Client ID: Pit-4 | **Lab ID: AE06141-01** | **Sampled: 07/22/21 10:03** | **Received: 07/22/21 14:26**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)		Analysis Date/Time(s)
EPA 6010D	EPA 3005A	01/18/22		07/28/21	11:13	07/30/21 10:13
EPA 7470A	EPA 7470A	08/19/21		07/23/21	12:16	07/26/21 10:48
EPA 8081B	EPA 3510C	07/29/21	09/01/21	07/23/21	10:55	07/26/21 19:17
EPA 8082A	EPA 3510C	07/22/22	07/22/22	07/23/21	10:55	07/26/21 13:32
EPA 8260D	EPA 5030B_MS	08/05/21		07/27/21	09:06	07/27/21 16:36
EPA 8270E	EPA 3510C_MS	07/29/21	09/07/21	07/29/21	08:45	07/30/21 15:05
FL-PRO	EPA 3510C	07/29/21	09/02/21	07/24/21	10:00	07/28/21 07:50

Client ID: Pit-9 | **Lab ID: AE06141-02** | **Sampled: 07/22/21 10:49** | **Received: 07/22/21 14:26**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)		Analysis Date/Time(s)
EPA 6010D	EPA 3005A	01/18/22		07/28/21	11:13	07/30/21 13:06
EPA 7470A	EPA 7470A	08/19/21		07/23/21	12:16	07/26/21 10:51
EPA 8081B	EPA 3510C	07/29/21	09/01/21	07/23/21	10:55	07/26/21 19:30
EPA 8082A	EPA 3510C	07/22/22	07/22/22	07/23/21	10:55	07/26/21 13:43
EPA 8260D	EPA 5030B_MS	08/05/21		07/27/21	09:06	07/27/21 17:04
EPA 8270E	EPA 3510C_MS	07/29/21	09/07/21	07/29/21	08:45	07/30/21 15:35
FL-PRO	EPA 3510C	07/29/21	09/02/21	07/24/21	10:00	07/28/21 08:14

Client ID: Pit-10 | **Lab ID: AE06141-03** | **Sampled: 07/22/21 11:43** | **Received: 07/22/21 14:26**

Parameter	Preparation	Hold Date/Time(s)		Prep Date/Time(s)		Analysis Date/Time(s)
EPA 6010D	EPA 3005A	01/18/22		07/28/21	11:13	07/30/21 13:10
EPA 7470A	EPA 7470A	08/19/21		07/23/21	12:16	07/26/21 10:54
EPA 8081B	EPA 3510C	07/29/21	09/01/21	07/23/21	10:55	07/26/21 19:43
EPA 8082A	EPA 3510C	07/22/22	07/22/22	07/23/21	10:55	07/26/21 13:54
EPA 8260D	EPA 5030B_MS	08/05/21		07/27/21	09:06	07/27/21 17:32
EPA 8270E	EPA 3510C_MS	07/29/21	09/07/21	07/29/21	08:45	07/30/21 16:05
FL-PRO	EPA 3510C	07/29/21	09/06/21	07/28/21	12:00	07/29/21 12:28

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

SAMPLE DETECTION SUMMARY

Client ID: Pit-4 **Lab ID:** AE06141-01

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
Barium - Total	52.6		5.70	20.0	ug/L	EPA 6010D	

Client ID: Pit-9 **Lab ID:** AE06141-02

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
Barium - Total	59.6		5.70	20.0	ug/L	EPA 6010D	
TPH (C8-C40)	320	I	100	680	ug/L	FL-PRO	

Client ID: Pit-10 **Lab ID:** AE06141-03

Analyte	Results	Flag	MDL	PQL	Units	Method	Notes
Barium - Total	48.6		5.70	20.0	ug/L	EPA 6010D	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: Pit-4 | **Lab Sample ID:** AE06141-01 | **Received:** 07/22/21 14:26

Matrix: Ground Water | **Sampled:** 07/22/21 10:03 | **Work Order:** AE06141

Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,1,1,2-Tetrachloroethane [630-20-6]^	0.61	U	ug/L	1	0.61	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,1,1-Trichloroethane [71-55-6]^	0.80	U	ug/L	1	0.80	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,1,2,2-Tetrachloroethane [79-34-5]^	0.54	U	ug/L	1	0.54	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,1,2-Trichloroethane [79-00-5]^	0.76	U	ug/L	1	0.76	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,1-Dichloroethane [75-34-3]^	0.62	U	ug/L	1	0.62	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,1-Dichloroethene [75-35-4]^	0.94	U	ug/L	1	0.94	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,1-Dichloropropene [563-58-6]^	0.74	U	ug/L	1	0.74	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,2,3-Trichlorobenzene [87-61-6]^	0.86	U	ug/L	1	0.86	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,2,3-Trichloropropane [96-18-4]^	0.64	U	ug/L	1	0.64	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	QV-01
1,2,4-Trichlorobenzene [120-82-1]^	0.70	U	ug/L	1	0.70	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,2,4-Trimethylbenzene [95-63-6]^	0.69	U	ug/L	1	0.69	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,2-Dibromo-3-chloropropane [96-12-8]^	0.96	U	ug/L	1	0.96	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,2-Dibromoethane [106-93-4]^	0.78	U	ug/L	1	0.78	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,2-Dichlorobenzene [95-50-1]^	0.73	U	ug/L	1	0.73	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,2-Dichloroethane [107-06-2]^	0.63	U	ug/L	1	0.63	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,2-Dichloropropane [78-87-5]^	0.80	U	ug/L	1	0.80	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,3,5-Trimethylbenzene [108-67-8]^	0.58	U	ug/L	1	0.58	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,3-Dichlorobenzene [541-73-1]^	0.77	U	ug/L	1	0.77	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,3-Dichloropropane [142-28-9]^	0.60	U	ug/L	1	0.60	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
1,4-Dichlorobenzene [106-46-7]^	0.76	U	ug/L	1	0.76	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
2,2-Dichloropropane [594-20-7]^	0.66	U	ug/L	1	0.66	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
2-Butanone [78-93-3]^	4.5	U	ug/L	1	4.5	5.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
2-Chloroethyl Vinyl Ether [110-75-8]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
2-Chlorotoluene [95-49-8]^	0.68	U	ug/L	1	0.68	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
2-Hexanone [591-78-6]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
4-Chlorotoluene [106-43-4]^	0.65	U	ug/L	1	0.65	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
4-Isopropyltoluene [99-87-6]^	0.80	U	ug/L	1	0.80	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
4-Methyl-2-pentanone [108-10-1]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Acetone [67-64-1]^	10	U	ug/L	1	10	20	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Benzene [71-43-2]^	0.71	U	ug/L	1	0.71	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Bromobenzene [108-86-1]^	0.77	U	ug/L	1	0.77	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Bromochloromethane [74-97-5]^	0.94	U	ug/L	1	0.94	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Bromodichloromethane [75-27-4]^	0.52	U	ug/L	1	0.52	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Bromoform [75-25-2]^	0.75	U	ug/L	1	0.75	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Bromomethane [74-83-9]^	0.95	U	ug/L	1	0.95	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	QV-01
Carbon disulfide [75-15-0]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Carbon tetrachloride [56-23-5]^	0.94	U	ug/L	1	0.94	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Chlorobenzene [108-90-7]^	0.72	U	ug/L	1	0.72	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Chloroethane [75-00-3]^	0.98	U	ug/L	1	0.98	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Chloroform [67-66-3]^	0.80	U	ug/L	1	0.80	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Chloromethane [74-87-3]^	0.82	U	ug/L	1	0.82	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
cis-1,2-Dichloroethene [156-59-2]^	0.53	U	ug/L	1	0.53	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
cis-1,3-Dichloropropene [10061-01-5]^	0.59	U	ug/L	1	0.59	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Dibromochloromethane [124-48-1]^	0.50	U	ug/L	1	0.50	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Dibromomethane [74-95-3]^	0.84	U	ug/L	1	0.84	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Dichlorodifluoromethane [75-71-8]^	0.74	U	ug/L	1	0.74	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	QV-01
Ethylbenzene [100-41-4]^	0.69	U	ug/L	1	0.69	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: Pit-4 | **Lab Sample ID:** AE06141-01 | **Received:** 07/22/21 14:26
Matrix: Ground Water | **Sampled:** 07/22/21 10:03 | **Work Order:** AE06141
Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Hexachlorobutadiene [87-68-3]^	0.70	U	ug/L	1	0.70	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Isopropylbenzene [98-82-8]^	0.67	U	ug/L	1	0.67	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
m,p-Xylenes [108-38-3/106-42-3]^	1.3	U	ug/L	1	1.3	2.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Methylene chloride [75-09-2]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Methyl-tert-Butyl Ether [1634-04-4]^	0.60	U	ug/L	1	0.60	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Naphthalene [91-20-3]^	0.82	U	ug/L	1	0.82	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
n-Butyl Benzene [104-51-8]^	0.70	U	ug/L	1	0.70	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
n-Propyl Benzene [103-65-1]^	0.50	U	ug/L	1	0.50	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
o-Xylene [95-47-6]^	0.53	U	ug/L	1	0.53	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
sec-Butylbenzene [135-98-8]^	0.74	U	ug/L	1	0.74	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Styrene [100-42-5]^	0.61	U	ug/L	1	0.61	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
tert-Butylbenzene [98-06-6]^	0.64	U	ug/L	1	0.64	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Tetrachloroethene [127-18-4]^	0.76	U	ug/L	1	0.76	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Toluene [108-88-3]^	0.72	U	ug/L	1	0.72	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
trans-1,2-Dichloroethene [156-60-5]^	0.73	U	ug/L	1	0.73	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
trans-1,3-Dichloropropene [10061-02-6]^	0.73	U	ug/L	1	0.73	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Trichloroethene [79-01-6]^	0.89	U	ug/L	1	0.89	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Trichlorofluoromethane [75-69-4]^	0.94	U	ug/L	1	0.94	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Vinyl chloride [75-01-4]^	0.71	U	ug/L	1	0.71	1.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	
Xylenes (Total) [1330-20-7]^	1.3	U	ug/L	1	1.3	2.0	1G27016	EPA 8260D	07/27/21 16:36	kkw	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
4-Bromofluorobenzene	*49*	*1*	*50.0*	*98 %*	*41-142*	*1G27016*	*EPA 8260D*	*07/27/21 16:36*	*kkw*	
Dibromofluoromethane	*53*	*1*	*50.0*	*106 %*	*53-146*	*1G27016*	*EPA 8260D*	*07/27/21 16:36*	*kkw*	
Toluene-d8	*50*	*1*	*50.0*	*101 %*	*41-146*	*1G27016*	*EPA 8260D*	*07/27/21 16:36*	*kkw*	

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,2,4-Trichlorobenzene [120-82-1]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
1,2-Dichlorobenzene [95-50-1]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
1,3-Dichlorobenzene [541-73-1]^	3.4	U	ug/L	1	3.4	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
1,4-Dichlorobenzene [106-46-7]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
1-Methylnaphthalene [90-12-0]^	3.1	U	ug/L	1	3.1	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
2,4,5-Trichlorophenol [95-95-4]^	3.9	U	ug/L	1	3.9	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
2,4,6-Trichlorophenol [88-06-2]^	6.4	U	ug/L	1	6.4	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
2,4-Dichlorophenol [120-83-2]^	6.5	U	ug/L	1	6.5	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
2,4-Dimethylphenol [105-67-9]^	6.4	U	ug/L	1	6.4	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
2,4-Dinitrophenol [51-28-5]^	7.7	U	ug/L	1	7.7	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QV-01
2,4-Dinitrotoluene [121-14-2]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
2,6-Dinitrotoluene [606-20-2]^	2.9	U	ug/L	1	2.9	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
2-Chloronaphthalene [91-58-7]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
2-Chlorophenol [95-57-8]^	7.4	U	ug/L	1	7.4	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
2-Methyl-4,6-dinitrophenol [534-52-1]^	6.0	U	ug/L	1	6.0	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
2-Methylnaphthalene [91-57-6]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QV-01
2-Methylphenol [95-48-7]^	3.5	U	ug/L	1	3.5	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
2-Nitroaniline [88-74-4]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QL-02, QV-01

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: Pit-4 | **Lab Sample ID:** AE06141-01 | **Received:** 07/22/21 14:26
Matrix: Ground Water | **Sampled:** 07/22/21 10:03 | **Work Order:** AE06141
Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
2-Nitrophenol [88-75-5]^	5.2	U	ug/L	1	5.2	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
3 & 4-Methylphenol [108-39-4/106-44-5]^	8.2	U	ug/L	1	8.2	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QL-02, QV-01
3,3'-Dichlorobenzidine [91-94-1]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
3-Nitroaniline [99-09-2]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QV-01
4-Bromophenyl-phenylether [101-55-3]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
4-Chloro-3-methylphenol [59-50-7]^	7.3	U	ug/L	1	7.3	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QL-02, QV-01
4-Chloroaniline [106-47-8]^	4.3	U	ug/L	1	4.3	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QV-01
4-Chlorophenyl-phenylether [7005-72-3]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
4-Nitroaniline [100-01-6]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QV-01
4-Nitrophenol [100-02-7]^	7.9	U	ug/L	1	7.9	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QL-02, QV-01
Acenaphthene [83-32-9]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Acenaphthylene [208-96-8]^	4.2	U	ug/L	1	4.2	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Anthracene [120-12-7]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Benzidine [92-87-5]^	7.1	U	ug/L	1	7.1	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QV-01
Benzo(a)anthracene [56-55-3]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Benzo(a)pyrene [50-32-8]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Benzo(b)fluoranthene [205-99-2]^	3.4	U	ug/L	1	3.4	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Benzo(g,h,i)perylene [191-24-2]^	3.7	U	ug/L	1	3.7	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Benzo(k)fluoranthene [207-08-9]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Benzoic acid [65-85-0]^	15	U	ug/L	1	15	50	1G29001	EPA 8270E	07/30/21 15:05	jfi	QV-01
Benzyl alcohol [100-51-6]^	3.9	U	ug/L	1	3.9	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QL-02, QV-01
Bis(2-chloroethoxy)methane [111-91-1]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Bis(2-chloroethyl)ether [111-44-4]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Bis(2-chloroisopropyl)ether [108-60-1]^	3.5	U	ug/L	1	3.5	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QL-02, QV-01
Bis(2-ethylhexyl)phthalate [117-81-7]^	3.5	U	ug/L	1	3.5	5.0	1G29001	EPA 8270E	07/30/21 15:05	jfi	QV-01, QL-02
Butylbenzylphthalate [85-68-7]^	5.1	U	ug/L	1	5.1	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QL-02, QV-01
Chrysene [218-01-9]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Dibenzo(a,h)anthracene [53-70-3]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Dibenzofuran [132-64-9]^	2.8	U	ug/L	1	2.8	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QV-01
Diethylphthalate [84-66-2]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Dimethylphthalate [131-11-3]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Di-n-butylphthalate [84-74-2]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QV-01
Di-n-octylphthalate [117-84-0]^	4.7	U	ug/L	1	4.7	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QL-02, QV-01
Fluoranthene [206-44-0]^	4.0	U	ug/L	1	4.0	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Fluorene [86-73-7]^	2.9	U	ug/L	1	2.9	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Hexachlorobenzene [118-74-1]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Hexachlorobutadiene [87-68-3]^	4.1	U	ug/L	1	4.1	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Hexachlorocyclopentadiene [77-47-4]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Hexachloroethane [67-72-1]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QL-02, QV-01
Indeno(1,2,3-cd)pyrene [193-39-5]^	4.1	U	ug/L	1	4.1	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Isophorone [78-59-1]^	4.5	U	ug/L	1	4.5	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QL-02

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: Pit-4 | **Lab Sample ID:** AE06141-01 | **Received:** 07/22/21 14:26
Matrix: Ground Water | **Sampled:** 07/22/21 10:03 | **Work Order:** AE06141
Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Naphthalene [91-20-3]^	3.6	U	ug/L	1	3.6	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Nitrobenzene [98-95-3]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QL-02
N-Nitrosodimethylamine [62-75-9]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
N-Nitroso-di-n-propylamine [621-64-7]^	4.5	U	ug/L	1	4.5	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	QV-01
N-nitrosodiphenylamine/Diphenylamine [86-30-6/122-39-4]^	5.4	U	ug/L	1	5.4	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Pentachlorophenol [87-86-5]^	8.2	U	ug/L	1	8.2	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Phenanthrene [85-01-8]^	2.8	U	ug/L	1	2.8	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Phenol [108-95-2]^	5.6	U	ug/L	1	5.6	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Pyrene [129-00-0]^	4.1	U	ug/L	1	4.1	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	
Pyridine [110-86-1]^	3.5	U	ug/L	1	3.5	10	1G29001	EPA 8270E	07/30/21 15:05	jfi	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,6-Tribromophenol	*38*	*1*	*50.0*	*76 %*	*33-145*	*1G29001*	*EPA 8270E*	*07/30/21 15:05*	*jfi*	
2-Fluorobiphenyl	*34*	*1*	*50.0*	*69 %*	*32-116*	*1G29001*	*EPA 8270E*	*07/30/21 15:05*	*jfi*	
2-Fluorophenol	*29*	*1*	*50.0*	*58 %*	*11-100*	*1G29001*	*EPA 8270E*	*07/30/21 15:05*	*jfi*	
Nitrobenzene-d5	*48*	*1*	*50.0*	*97 %*	*24-107*	*1G29001*	*EPA 8270E*	*07/30/21 15:05*	*jfi*	
Phenol-d5	*25*	*1*	*50.0*	*50 %*	*10-100*	*1G29001*	*EPA 8270E*	*07/30/21 15:05*	*jfi*	
Terphenyl-d14	*49*	*1*	*50.0*	*98 %*	*52-150*	*1G29001*	*EPA 8270E*	*07/30/21 15:05*	*jfi*	

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
4,4'-DDD [72-54-8]^	0.020	U	ug/L	1	0.020	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
4,4'-DDE [72-55-9]^	0.036	U	ug/L	1	0.036	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
4,4'-DDT [50-29-3]^	0.025	U	ug/L	1	0.025	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Aldrin [309-00-2]^	0.032	U	ug/L	1	0.032	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
alpha-BHC [319-84-6]^	0.026	U	ug/L	1	0.026	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
beta-BHC [319-85-7]^	0.036	U	ug/L	1	0.036	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Chlordane (tech) [12789-03-6]^	0.36	U	ug/L	1	0.36	0.50	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Chlordane-alpha [5103-71-9]^	0.022	U	ug/L	1	0.022	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Chlordane-gamma [5103-74-2]^	0.024	U	ug/L	1	0.024	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
delta-BHC [319-86-8]^	0.019	U	ug/L	1	0.019	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Dieldrin [60-57-1]^	0.017	U	ug/L	1	0.017	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Endosulfan I [959-98-8]^	0.016	U	ug/L	1	0.016	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Endosulfan II [33213-65-9]^	0.017	U	ug/L	1	0.017	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Endosulfan sulfate [1031-07-8]^	0.020	U	ug/L	1	0.020	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Endrin [72-20-8]^	0.014	U	ug/L	1	0.014	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Endrin aldehyde [7421-93-4]^	0.020	U	ug/L	1	0.020	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Endrin ketone [53494-70-5]^	0.017	U	ug/L	1	0.017	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
gamma-BHC [58-89-9]^	0.021	U	ug/L	1	0.021	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Heptachlor [76-44-8]^	0.026	U	ug/L	1	0.026	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Heptachlor epoxide [1024-57-3]^	0.018	U	ug/L	1	0.018	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Isodrin [465-73-6]^	0.030	U	ug/L	1	0.030	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Methoxychlor [72-43-5]^	0.020	U	ug/L	1	0.020	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Mirex [2385-85-5]^	0.034	U	ug/L	1	0.034	0.050	1G23011	EPA 8081B	07/26/21 19:17	JJB	
Toxaphene [8001-35-2]^	0.48	U	ug/L	1	0.48	0.50	1G23011	EPA 8081B	07/26/21 19:17	JJB	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: Pit-4 | **Lab Sample ID:** AE06141-01 | **Received:** 07/22/21 14:26
Matrix: Ground Water | **Sampled:** 07/22/21 10:03 | **Work Order:** AE06141
Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Surrogates	Results	DF	Spike Lvl	% Rec	% Rec Limits	Batch	Method	Analyzed	By	Notes
2,4,5,6-TCMX	*0.94*	*1*	*1.00*	*94 %*	*38-142*	*1G23011*	*EPA 8081B*	*07/26/21 19:17*	*JJB*	
Decachlorobiphenyl	*0.67*	*1*	*1.00*	*67 %*	*34-159*	*1G23011*	*EPA 8081B*	*07/26/21 19:17*	*JJB*	

Polychlorinated Biphenyls by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
PCB-1016/1242 [12674-11-2/53469-21-9]^	0.49	U	ug/L	1	0.49	0.50	1G23010	EPA 8082A	07/26/21 13:32	JJB	
PCB-1221 [11104-28-2]^	0.46	U	ug/L	1	0.46	0.50	1G23010	EPA 8082A	07/26/21 13:32	JJB	
PCB-1232 [11141-16-5]^	0.47	U	ug/L	1	0.47	0.50	1G23010	EPA 8082A	07/26/21 13:32	JJB	
PCB-1248 [12672-29-6]^	0.49	U	ug/L	1	0.49	0.50	1G23010	EPA 8082A	07/26/21 13:32	JJB	
PCB-1254 [11097-69-1]^	0.50	U	ug/L	1	0.50	0.50	1G23010	EPA 8082A	07/26/21 13:32	JJB	
PCB-1260 [11096-82-5]^	0.48	U	ug/L	1	0.48	0.50	1G23010	EPA 8082A	07/26/21 13:32	JJB	

Surrogates	Results	DF	Spike Lvl	% Rec	% Rec Limits	Batch	Method	Analyzed	By	Notes
2,4,5,6-TCMX	*0.81*	*1*	*1.00*	*81 %*	*38-142*	*1G23010*	*EPA 8082A*	*07/26/21 13:32*	*JJB*	
Decachlorobiphenyl	*0.57*	*1*	*1.00*	*57 %*	*34-159*	*1G23010*	*EPA 8082A*	*07/26/21 13:32*	*JJB*	

FL Petroleum Range Organics

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
TPH (C8-C40)^	100	U	ug/L	1	100	680	1G24002	FL-PRO	07/28/21 07:50	JJB	

Surrogates	Results	DF	Spike Lvl	% Rec	% Rec Limits	Batch	Method	Analyzed	By	Notes
n-Pentatriacontane	*380*	*1*	*385*	*99 %*	*40-129*	*1G24002*	*FL-PRO*	*07/28/21 07:50*	*JJB*	
o-Terphenyl	*180*	*1*	*173*	*102 %*	*66-139*	*1G24002*	*FL-PRO*	*07/28/21 07:50*	*JJB*	

Metals by EPA 6000/7000 Series Methods

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Mercury [7439-97-6]^	0.0230	U	ug/L	1	0.0230	0.200	1G23016	EPA 7470A	07/26/21 10:48	NRB	

Metals (total recoverable) by EPA 6000/7000 Series Methods

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Arsenic [7440-38-2]^	4.30	U	ug/L	1	4.30	20.0	1G28013	EPA 6010D	07/30/21 10:13	JSS	
Barium [7440-39-3]^	**52.6**		ug/L	1	5.70	20.0	1G28013	EPA 6010D	07/30/21 10:13	JSS	
Cadmium [7440-43-9]^	0.765	U	ug/L	1	0.765	2.00	1G28013	EPA 6010D	07/30/21 10:13	JSS	
Chromium [7440-47-3]^	4.60	U	ug/L	1	4.60	10.0	1G28013	EPA 6010D	07/30/21 10:13	JSS	
Lead [7439-92-1]^	4.40	U	ug/L	1	4.40	10.0	1G28013	EPA 6010D	07/30/21 10:13	JSS	
Selenium [7782-49-2]^	24.0	U	ug/L	1	24.0	40.0	1G28013	EPA 6010D	07/30/21 10:13	JSS	
Silver [7440-22-4]^	3.10	U	ug/L	1	3.10	10.0	1G28013	EPA 6010D	07/30/21 10:13	JSS	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: Pit-9 | **Lab Sample ID:** AE06141-02 | **Received:** 07/22/21 14:26

Matrix: Ground Water | **Sampled:** 07/22/21 10:49 | **Work Order:** AE06141

Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,1,1,2-Tetrachloroethane [630-20-6]^	0.61	U	ug/L	1	0.61	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,1,1-Trichloroethane [71-55-6]^	0.80	U	ug/L	1	0.80	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,1,2,2-Tetrachloroethane [79-34-5]^	0.54	U	ug/L	1	0.54	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,1,2-Trichloroethane [79-00-5]^	0.76	U	ug/L	1	0.76	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,1-Dichloroethane [75-34-3]^	0.62	U	ug/L	1	0.62	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,1-Dichloroethene [75-35-4]^	0.94	U	ug/L	1	0.94	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,1-Dichloropropene [563-58-6]^	0.74	U	ug/L	1	0.74	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,2,3-Trichlorobenzene [87-61-6]^	0.86	U	ug/L	1	0.86	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,2,3-Trichloropropane [96-18-4]^	0.64	U	ug/L	1	0.64	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	QV-01
1,2,4-Trichlorobenzene [120-82-1]^	0.70	U	ug/L	1	0.70	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,2,4-Trimethylbenzene [95-63-6]^	0.69	U	ug/L	1	0.69	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,2-Dibromo-3-chloropropane [96-12-8]^	0.96	U	ug/L	1	0.96	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,2-Dibromoethane [106-93-4]^	0.78	U	ug/L	1	0.78	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,2-Dichlorobenzene [95-50-1]^	0.73	U	ug/L	1	0.73	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,2-Dichloroethane [107-06-2]^	0.63	U	ug/L	1	0.63	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,2-Dichloropropane [78-87-5]^	0.80	U	ug/L	1	0.80	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,3,5-Trimethylbenzene [108-67-8]^	0.58	U	ug/L	1	0.58	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,3-Dichlorobenzene [541-73-1]^	0.77	U	ug/L	1	0.77	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,3-Dichloropropane [142-28-9]^	0.60	U	ug/L	1	0.60	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
1,4-Dichlorobenzene [106-46-7]^	0.76	U	ug/L	1	0.76	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
2,2-Dichloropropane [594-20-7]^	0.66	U	ug/L	1	0.66	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
2-Butanone [78-93-3]^	4.5	U	ug/L	1	4.5	5.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
2-Chloroethyl Vinyl Ether [110-75-8]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
2-Chlorotoluene [95-49-8]^	0.68	U	ug/L	1	0.68	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
2-Hexanone [591-78-6]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
4-Chlorotoluene [106-43-4]^	0.65	U	ug/L	1	0.65	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
4-Isopropyltoluene [99-87-6]^	0.80	U	ug/L	1	0.80	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
4-Methyl-2-pentanone [108-10-1]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Acetone [67-64-1]^	10	U	ug/L	1	10	20	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Benzene [71-43-2]^	0.71	U	ug/L	1	0.71	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Bromobenzene [108-86-1]^	0.77	U	ug/L	1	0.77	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Bromochloromethane [74-97-5]^	0.94	U	ug/L	1	0.94	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Bromodichloromethane [75-27-4]^	0.52	U	ug/L	1	0.52	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Bromoform [75-25-2]^	0.75	U	ug/L	1	0.75	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Bromomethane [74-83-9]^	0.95	U	ug/L	1	0.95	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	QV-01
Carbon disulfide [75-15-0]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Carbon tetrachloride [56-23-5]^	0.94	U	ug/L	1	0.94	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Chlorobenzene [108-90-7]^	0.72	U	ug/L	1	0.72	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Chloroethane [75-00-3]^	0.98	U	ug/L	1	0.98	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Chloroform [67-66-3]^	0.80	U	ug/L	1	0.80	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Chloromethane [74-87-3]^	0.82	U	ug/L	1	0.82	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
cis-1,2-Dichloroethene [156-59-2]^	0.53	U	ug/L	1	0.53	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
cis-1,3-Dichloropropene [10061-01-5]^	0.59	U	ug/L	1	0.59	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Dibromochloromethane [124-48-1]^	0.50	U	ug/L	1	0.50	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Dibromomethane [74-95-3]^	0.84	U	ug/L	1	0.84	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Dichlorodifluoromethane [75-71-8]^	0.74	U	ug/L	1	0.74	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	QV-01
Ethylbenzene [100-41-4]^	0.69	U	ug/L	1	0.69	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: Pit-9 | **Lab Sample ID:** AE06141-02 | **Received:** 07/22/21 14:26
Matrix: Ground Water | **Sampled:** 07/22/21 10:49 | **Work Order:** AE06141
Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Hexachlorobutadiene [87-68-3]^	0.70	U	ug/L	1	0.70	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Isopropylbenzene [98-82-8]^	0.67	U	ug/L	1	0.67	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
m,p-Xylenes [108-38-3/106-42-3]^	1.3	U	ug/L	1	1.3	2.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Methylene chloride [75-09-2]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Methyl-tert-Butyl Ether [1634-04-4]^	0.60	U	ug/L	1	0.60	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Naphthalene [91-20-3]^	0.82	U	ug/L	1	0.82	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
n-Butyl Benzene [104-51-8]^	0.70	U	ug/L	1	0.70	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
n-Propyl Benzene [103-65-1]^	0.50	U	ug/L	1	0.50	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
o-Xylene [95-47-6]^	0.53	U	ug/L	1	0.53	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
sec-Butylbenzene [135-98-8]^	0.74	U	ug/L	1	0.74	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Styrene [100-42-5]^	0.61	U	ug/L	1	0.61	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
tert-Butylbenzene [98-06-6]^	0.64	U	ug/L	1	0.64	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Tetrachloroethene [127-18-4]^	0.76	U	ug/L	1	0.76	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Toluene [108-88-3]^	0.72	U	ug/L	1	0.72	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
trans-1,2-Dichloroethene [156-60-5]^	0.73	U	ug/L	1	0.73	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
trans-1,3-Dichloropropene [10061-02-6]^	0.73	U	ug/L	1	0.73	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Trichloroethene [79-01-6]^	0.89	U	ug/L	1	0.89	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Trichlorofluoromethane [75-69-4]^	0.94	U	ug/L	1	0.94	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Vinyl chloride [75-01-4]^	0.71	U	ug/L	1	0.71	1.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	
Xylenes (Total) [1330-20-7]^	1.3	U	ug/L	1	1.3	2.0	1G27016	EPA 8260D	07/27/21 17:04	kkw	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
4-Bromofluorobenzene	*50*	*1*	*50.0*	*99 %*	*41-142*	*1G27016*	*EPA 8260D*	*07/27/21 17:04*	*kkw*	
Dibromofluoromethane	*52*	*1*	*50.0*	*105 %*	*53-146*	*1G27016*	*EPA 8260D*	*07/27/21 17:04*	*kkw*	
Toluene-d8	*52*	*1*	*50.0*	*103 %*	*41-146*	*1G27016*	*EPA 8260D*	*07/27/21 17:04*	*kkw*	

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,2,4-Trichlorobenzene [120-82-1]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
1,2-Dichlorobenzene [95-50-1]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
1,3-Dichlorobenzene [541-73-1]^	3.4	U	ug/L	1	3.4	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
1,4-Dichlorobenzene [106-46-7]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
1-Methylnaphthalene [90-12-0]^	3.1	U	ug/L	1	3.1	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
2,4,5-Trichlorophenol [95-95-4]^	3.9	U	ug/L	1	3.9	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
2,4,6-Trichlorophenol [88-06-2]^	6.4	U	ug/L	1	6.4	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
2,4-Dichlorophenol [120-83-2]^	6.5	U	ug/L	1	6.5	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
2,4-Dimethylphenol [105-67-9]^	6.4	U	ug/L	1	6.4	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
2,4-Dinitrophenol [51-28-5]^	7.7	U	ug/L	1	7.7	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QV-01
2,4-Dinitrotoluene [121-14-2]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
2,6-Dinitrotoluene [606-20-2]^	2.9	U	ug/L	1	2.9	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
2-Chloronaphthalene [91-58-7]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
2-Chlorophenol [95-57-8]^	7.4	U	ug/L	1	7.4	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
2-Methyl-4,6-dinitrophenol [534-52-1]^	6.0	U	ug/L	1	6.0	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
2-Methylnaphthalene [91-57-6]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QV-01
2-Methylphenol [95-48-7]^	3.5	U	ug/L	1	3.5	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
2-Nitroaniline [88-74-4]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QL-02, QV-01

www.encolabs.com

ANALYTICAL RESULTS

Description: Pit-9 | **Lab Sample ID:** AE06141-02 | **Received:** 07/22/21 14:26
Matrix: Ground Water | **Sampled:** 07/22/21 10:49 | **Work Order:** AE06141
Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
2-Nitrophenol [88-75-5]^	5.2	U	ug/L	1	5.2	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
3 & 4-Methylphenol [108-39-4/106-44-5]^	8.2	U	ug/L	1	8.2	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QL-02, QV-01
3,3'-Dichlorobenzidine [91-94-1]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
3-Nitroaniline [99-09-2]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QV-01
4-Bromophenyl-phenylether [101-55-3]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
4-Chloro-3-methylphenol [59-50-7]^	7.3	U	ug/L	1	7.3	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QL-02, QV-01
4-Chloroaniline [106-47-8]^	4.3	U	ug/L	1	4.3	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QV-01
4-Chlorophenyl-phenylether [7005-72-3]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
4-Nitroaniline [100-01-6]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QV-01
4-Nitrophenol [100-02-7]^	7.9	U	ug/L	1	7.9	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QL-02, QV-01
Acenaphthene [83-32-9]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Acenaphthylene [208-96-8]^	4.2	U	ug/L	1	4.2	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Anthracene [120-12-7]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Benzidine [92-87-5]^	7.1	U	ug/L	1	7.1	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QV-01
Benzo(a)anthracene [56-55-3]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Benzo(a)pyrene [50-32-8]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Benzo(b)fluoranthene [205-99-2]^	3.4	U	ug/L	1	3.4	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Benzo(g,h,i)perylene [191-24-2]^	3.7	U	ug/L	1	3.7	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Benzo(k)fluoranthene [207-08-9]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Benzoic acid [65-85-0]^	15	U	ug/L	1	15	50	1G29001	EPA 8270E	07/30/21 15:35	jfi	QV-01
Benzyl alcohol [100-51-6]^	3.9	U	ug/L	1	3.9	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QL-02, QV-01
Bis(2-chloroethoxy)methane [111-91-1]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Bis(2-chloroethyl)ether [111-44-4]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Bis(2-chloroisopropyl)ether [108-60-1]^	3.5	U	ug/L	1	3.5	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QL-02, QV-01
Bis(2-ethylhexyl)phthalate [117-81-7]^	3.5	U	ug/L	1	3.5	5.0	1G29001	EPA 8270E	07/30/21 15:35	jfi	QL-02, QV-01
Butylbenzylphthalate [85-68-7]^	5.1	U	ug/L	1	5.1	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QL-02, QV-01
Chrysene [218-01-9]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Dibenzo(a,h)anthracene [53-70-3]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Dibenzofuran [132-64-9]^	2.8	U	ug/L	1	2.8	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QV-01
Diethylphthalate [84-66-2]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Dimethylphthalate [131-11-3]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Di-n-butylphthalate [84-74-2]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QV-01
Di-n-octylphthalate [117-84-0]^	4.7	U	ug/L	1	4.7	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QL-02, QV-01
Fluoranthene [206-44-0]^	4.0	U	ug/L	1	4.0	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Fluorene [86-73-7]^	2.9	U	ug/L	1	2.9	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Hexachlorobenzene [118-74-1]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Hexachlorobutadiene [87-68-3]^	4.1	U	ug/L	1	4.1	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Hexachlorocyclopentadiene [77-47-4]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Hexachloroethane [67-72-1]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QL-02, QV-01
Indeno(1,2,3-cd)pyrene [193-39-5]^	4.1	U	ug/L	1	4.1	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Isophorone [78-59-1]^	4.5	U	ug/L	1	4.5	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QL-02

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: Pit-9 | **Lab Sample ID:** AE06141-02 | **Received:** 07/22/21 14:26
Matrix: Ground Water | **Sampled:** 07/22/21 10:49 | **Work Order:** AE06141
Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Naphthalene [91-20-3]^	3.6	U	ug/L	1	3.6	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Nitrobenzene [98-95-3]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QL-02
N-Nitrosodimethylamine [62-75-9]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
N-Nitroso-di-n-propylamine [621-64-7]^	4.5	U	ug/L	1	4.5	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	QV-01
N-nitrosodiphenylamine/Diphenylamine [86-30-6/122-39-4]^	5.4	U	ug/L	1	5.4	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Pentachlorophenol [87-86-5]^	8.2	U	ug/L	1	8.2	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Phenanthrene [85-01-8]^	2.8	U	ug/L	1	2.8	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Phenol [108-95-2]^	5.6	U	ug/L	1	5.6	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Pyrene [129-00-0]^	4.1	U	ug/L	1	4.1	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	
Pyridine [110-86-1]^	3.5	U	ug/L	1	3.5	10	1G29001	EPA 8270E	07/30/21 15:35	jfi	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,6-Tribromophenol	*47*	*1*	*50.0*	*94 %*	*33-145*	*1G29001*	*EPA 8270E*	*07/30/21 15:35*	*jfi*	
2-Fluorobiphenyl	*41*	*1*	*50.0*	*81 %*	*32-116*	*1G29001*	*EPA 8270E*	*07/30/21 15:35*	*jfi*	
2-Fluorophenol	*25*	*1*	*50.0*	*50 %*	*11-100*	*1G29001*	*EPA 8270E*	*07/30/21 15:35*	*jfi*	
Nitrobenzene-d5	*54*	*1*	*50.0*	*109 %*	*24-107*	*1G29001*	*EPA 8270E*	*07/30/21 15:35*	*jfi*	*QS-03*
Phenol-d5	*20*	*1*	*50.0*	*40 %*	*10-100*	*1G29001*	*EPA 8270E*	*07/30/21 15:35*	*jfi*	
Terphenyl-d14	*75*	*1*	*50.0*	*150 %*	*52-150*	*1G29001*	*EPA 8270E*	*07/30/21 15:35*	*jfi*	

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
4,4'-DDD [72-54-8]^	0.020	U	ug/L	1	0.020	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
4,4'-DDE [72-55-9]^	0.036	U	ug/L	1	0.036	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
4,4'-DDT [50-29-3]^	0.025	U	ug/L	1	0.025	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Aldrin [309-00-2]^	0.032	U	ug/L	1	0.032	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
alpha-BHC [319-84-6]^	0.026	U	ug/L	1	0.026	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
beta-BHC [319-85-7]^	0.036	U	ug/L	1	0.036	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Chlordane (tech) [12789-03-6]^	0.36	U	ug/L	1	0.36	0.50	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Chlordane-alpha [5103-71-9]^	0.022	U	ug/L	1	0.022	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Chlordane-gamma [5103-74-2]^	0.024	U	ug/L	1	0.024	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
delta-BHC [319-86-8]^	0.019	U	ug/L	1	0.019	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Dieldrin [60-57-1]^	0.017	U	ug/L	1	0.017	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Endosulfan I [959-98-8]^	0.016	U	ug/L	1	0.016	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Endosulfan II [33213-65-9]^	0.017	U	ug/L	1	0.017	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Endosulfan sulfate [1031-07-8]^	0.020	U	ug/L	1	0.020	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Endrin [72-20-8]^	0.014	U	ug/L	1	0.014	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Endrin aldehyde [7421-93-4]^	0.020	U	ug/L	1	0.020	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Endrin ketone [53494-70-5]^	0.017	U	ug/L	1	0.017	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
gamma-BHC [58-89-9]^	0.021	U	ug/L	1	0.021	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Heptachlor [76-44-8]^	0.026	U	ug/L	1	0.026	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Heptachlor epoxide [1024-57-3]^	0.018	U	ug/L	1	0.018	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Isodrin [465-73-6]^	0.030	U	ug/L	1	0.030	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Methoxychlor [72-43-5]^	0.020	U	ug/L	1	0.020	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Mirex [2385-85-5]^	0.034	U	ug/L	1	0.034	0.050	1G23011	EPA 8081B	07/26/21 19:30	JJB	
Toxaphene [8001-35-2]^	0.48	U	ug/L	1	0.48	0.50	1G23011	EPA 8081B	07/26/21 19:30	JJB	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: Pit-9 | **Lab Sample ID:** AE06141-02 | **Received:** 07/22/21 14:26
Matrix: Ground Water | **Sampled:** 07/22/21 10:49 | **Work Order:** AE06141
Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Surrogates	Results	DF	Spike Lvl	% Rec	% Rec Limits	Batch	Method	Analyzed	By	Notes
2,4,5,6-TCMX	*0.72*	*1*	*1.00*	*72 %*	*38-142*	*1G23011*	*EPA 8081B*	*07/26/21 19:30*	*JJB*	
Decachlorobiphenyl	*0.75*	*1*	*1.00*	*75 %*	*34-159*	*1G23011*	*EPA 8081B*	*07/26/21 19:30*	*JJB*	

Polychlorinated Biphenyls by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
PCB-1016/1242 [12674-11-2/53469-21-9]^	0.49	U	ug/L	1	0.49	0.50	1G23010	EPA 8082A	07/26/21 13:43	JJB	
PCB-1221 [11104-28-2]^	0.46	U	ug/L	1	0.46	0.50	1G23010	EPA 8082A	07/26/21 13:43	JJB	
PCB-1232 [11141-16-5]^	0.47	U	ug/L	1	0.47	0.50	1G23010	EPA 8082A	07/26/21 13:43	JJB	
PCB-1248 [12672-29-6]^	0.49	U	ug/L	1	0.49	0.50	1G23010	EPA 8082A	07/26/21 13:43	JJB	
PCB-1254 [11097-69-1]^	0.50	U	ug/L	1	0.50	0.50	1G23010	EPA 8082A	07/26/21 13:43	JJB	
PCB-1260 [11096-82-5]^	0.48	U	ug/L	1	0.48	0.50	1G23010	EPA 8082A	07/26/21 13:43	JJB	

Surrogates	Results	DF	Spike Lvl	% Rec	% Rec Limits	Batch	Method	Analyzed	By	Notes
2,4,5,6-TCMX	*0.75*	*1*	*1.00*	*75 %*	*38-142*	*1G23010*	*EPA 8082A*	*07/26/21 13:43*	*JJB*	
Decachlorobiphenyl	*0.71*	*1*	*1.00*	*71 %*	*34-159*	*1G23010*	*EPA 8082A*	*07/26/21 13:43*	*JJB*	

FL Petroleum Range Organics

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
TPH (C8-C40)^	**320**	I	ug/L	1	100	680	1G24002	FL-PRO	07/28/21 08:14	JJB	

Surrogates	Results	DF	Spike Lvl	% Rec	% Rec Limits	Batch	Method	Analyzed	By	Notes
n-Pentatriacontane	*370*	*1*	*400*	*93 %*	*40-129*	*1G24002*	*FL-PRO*	*07/28/21 08:14*	*JJB*	
o-Terphenyl	*180*	*1*	*180*	*98 %*	*66-139*	*1G24002*	*FL-PRO*	*07/28/21 08:14*	*JJB*	

Metals by EPA 6000/7000 Series Methods

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Mercury [7439-97-6]^	0.0230	U	ug/L	1	0.0230	0.200	1G23016	EPA 7470A	07/26/21 10:51	NRB	

Metals (total recoverable) by EPA 6000/7000 Series Methods

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Arsenic [7440-38-2]^	4.30	U	ug/L	1	4.30	20.0	1G28013	EPA 6010D	07/30/21 13:06	JSS	
Barium [7440-39-3]^	**59.6**		ug/L	1	5.70	20.0	1G28013	EPA 6010D	07/30/21 13:06	JSS	
Cadmium [7440-43-9]^	0.765	U	ug/L	1	0.765	2.00	1G28013	EPA 6010D	07/30/21 13:06	JSS	
Chromium [7440-47-3]^	4.60	U	ug/L	1	4.60	10.0	1G28013	EPA 6010D	07/30/21 13:06	JSS	
Lead [7439-92-1]^	4.40	U	ug/L	1	4.40	10.0	1G28013	EPA 6010D	07/30/21 13:06	JSS	
Selenium [7782-49-2]^	24.0	U	ug/L	1	24.0	40.0	1G28013	EPA 6010D	07/30/21 13:06	JSS	
Silver [7440-22-4]^	3.10	U	ug/L	1	3.10	10.0	1G28013	EPA 6010D	07/30/21 13:06	JSS	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: Pit-10 | **Lab Sample ID:** AE06141-03 | **Received:** 07/22/21 14:26

Matrix: Ground Water | **Sampled:** 07/22/21 11:43 | **Work Order:** AE06141

Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,1,1,2-Tetrachloroethane [630-20-6]^	0.61	U	ug/L	1	0.61	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,1,1-Trichloroethane [71-55-6]^	0.80	U	ug/L	1	0.80	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,1,2,2-Tetrachloroethane [79-34-5]^	0.54	U	ug/L	1	0.54	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,1,2-Trichloroethane [79-00-5]^	0.76	U	ug/L	1	0.76	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,1-Dichloroethane [75-34-3]^	0.62	U	ug/L	1	0.62	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,1-Dichloroethene [75-35-4]^	0.94	U	ug/L	1	0.94	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,1-Dichloropropene [563-58-6]^	0.74	U	ug/L	1	0.74	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,2,3-Trichlorobenzene [87-61-6]^	0.86	U	ug/L	1	0.86	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,2,3-Trichloropropane [96-18-4]^	0.64	U	ug/L	1	0.64	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	QV-01
1,2,4-Trichlorobenzene [120-82-1]^	0.70	U	ug/L	1	0.70	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,2,4-Trimethylbenzene [95-63-6]^	0.69	U	ug/L	1	0.69	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,2-Dibromo-3-chloropropane [96-12-8]^	0.96	U	ug/L	1	0.96	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,2-Dibromoethane [106-93-4]^	0.78	U	ug/L	1	0.78	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,2-Dichlorobenzene [95-50-1]^	0.73	U	ug/L	1	0.73	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,2-Dichloroethane [107-06-2]^	0.63	U	ug/L	1	0.63	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,2-Dichloropropane [78-87-5]^	0.80	U	ug/L	1	0.80	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,3,5-Trimethylbenzene [108-67-8]^	0.58	U	ug/L	1	0.58	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,3-Dichlorobenzene [541-73-1]^	0.77	U	ug/L	1	0.77	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,3-Dichloropropane [142-28-9]^	0.60	U	ug/L	1	0.60	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
1,4-Dichlorobenzene [106-46-7]^	0.76	U	ug/L	1	0.76	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
2,2-Dichloropropane [594-20-7]^	0.66	U	ug/L	1	0.66	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
2-Butanone [78-93-3]^	4.5	U	ug/L	1	4.5	5.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
2-Chloroethyl Vinyl Ether [110-75-8]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
2-Chlorotoluene [95-49-8]^	0.68	U	ug/L	1	0.68	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
2-Hexanone [591-78-6]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
4-Chlorotoluene [106-43-4]^	0.65	U	ug/L	1	0.65	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
4-Isopropyltoluene [99-87-6]^	0.80	U	ug/L	1	0.80	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
4-Methyl-2-pentanone [108-10-1]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Acetone [67-64-1]^	10	U	ug/L	1	10	20	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Benzene [71-43-2]^	0.71	U	ug/L	1	0.71	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Bromobenzene [108-86-1]^	0.77	U	ug/L	1	0.77	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Bromochloromethane [74-97-5]^	0.94	U	ug/L	1	0.94	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Bromodichloromethane [75-27-4]^	0.52	U	ug/L	1	0.52	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Bromoform [75-25-2]^	0.75	U	ug/L	1	0.75	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Bromomethane [74-83-9]^	0.95	U	ug/L	1	0.95	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	QV-01
Carbon disulfide [75-15-0]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Carbon tetrachloride [56-23-5]^	0.94	U	ug/L	1	0.94	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Chlorobenzene [108-90-7]^	0.72	U	ug/L	1	0.72	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Chloroethane [75-00-3]^	0.98	U	ug/L	1	0.98	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Chloroform [67-66-3]^	0.80	U	ug/L	1	0.80	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Chloromethane [74-87-3]^	0.82	U	ug/L	1	0.82	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
cis-1,2-Dichloroethene [156-59-2]^	0.53	U	ug/L	1	0.53	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
cis-1,3-Dichloropropene [10061-01-5]^	0.59	U	ug/L	1	0.59	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Dibromochloromethane [124-48-1]^	0.50	U	ug/L	1	0.50	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Dibromomethane [74-95-3]^	0.84	U	ug/L	1	0.84	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Dichlorodifluoromethane [75-71-8]^	0.74	U	ug/L	1	0.74	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	QV-01
Ethylbenzene [100-41-4]^	0.69	U	ug/L	1	0.69	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: Pit-10 | **Lab Sample ID:** AE06141-03 | **Received:** 07/22/21 14:26
Matrix: Ground Water | **Sampled:** 07/22/21 11:43 | **Work Order:** AE06141
Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Volatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Hexachlorobutadiene [87-68-3]^	0.70	U	ug/L	1	0.70	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Isopropylbenzene [98-82-8]^	0.67	U	ug/L	1	0.67	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
m,p-Xylenes [108-38-3/106-42-3]^	1.3	U	ug/L	1	1.3	2.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Methylene chloride [75-09-2]^	2.5	U	ug/L	1	2.5	5.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Methyl-tert-Butyl Ether [1634-04-4]^	0.60	U	ug/L	1	0.60	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Naphthalene [91-20-3]^	0.82	U	ug/L	1	0.82	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
n-Butyl Benzene [104-51-8]^	0.70	U	ug/L	1	0.70	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
n-Propyl Benzene [103-65-1]^	0.50	U	ug/L	1	0.50	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
o-Xylene [95-47-6]^	0.53	U	ug/L	1	0.53	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
sec-Butylbenzene [135-98-8]^	0.74	U	ug/L	1	0.74	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Styrene [100-42-5]^	0.61	U	ug/L	1	0.61	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
tert-Butylbenzene [98-06-6]^	0.64	U	ug/L	1	0.64	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Tetrachloroethene [127-18-4]^	0.76	U	ug/L	1	0.76	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Toluene [108-88-3]^	0.72	U	ug/L	1	0.72	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
trans-1,2-Dichloroethene [156-60-5]^	0.73	U	ug/L	1	0.73	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
trans-1,3-Dichloropropene [10061-02-6]^	0.73	U	ug/L	1	0.73	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Trichloroethene [79-01-6]^	0.89	U	ug/L	1	0.89	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Trichlorofluoromethane [75-69-4]^	0.94	U	ug/L	1	0.94	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Vinyl chloride [75-01-4]^	0.71	U	ug/L	1	0.71	1.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	
Xylenes (Total) [1330-20-7]^	1.3	U	ug/L	1	1.3	2.0	1G27016	EPA 8260D	07/27/21 17:32	kkw	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
4-Bromofluorobenzene	*49*	*1*	*50.0*	*99 %*	*41-142*	*1G27016*	*EPA 8260D*	*07/27/21 17:32*	*kkw*	
Dibromofluoromethane	*54*	*1*	*50.0*	*108 %*	*53-146*	*1G27016*	*EPA 8260D*	*07/27/21 17:32*	*kkw*	
Toluene-d8	*52*	*1*	*50.0*	*103 %*	*41-146*	*1G27016*	*EPA 8260D*	*07/27/21 17:32*	*kkw*	

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
1,2,4-Trichlorobenzene [120-82-1]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
1,2-Dichlorobenzene [95-50-1]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
1,3-Dichlorobenzene [541-73-1]^	3.4	U	ug/L	1	3.4	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
1,4-Dichlorobenzene [106-46-7]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
1-Methylnaphthalene [90-12-0]^	3.1	U	ug/L	1	3.1	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
2,4,5-Trichlorophenol [95-95-4]^	3.9	U	ug/L	1	3.9	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
2,4,6-Trichlorophenol [88-06-2]^	6.4	U	ug/L	1	6.4	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
2,4-Dichlorophenol [120-83-2]^	6.5	U	ug/L	1	6.5	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
2,4-Dimethylphenol [105-67-9]^	6.4	U	ug/L	1	6.4	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
2,4-Dinitrophenol [51-28-5]^	7.7	U	ug/L	1	7.7	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QV-01
2,4-Dinitrotoluene [121-14-2]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
2,6-Dinitrotoluene [606-20-2]^	2.9	U	ug/L	1	2.9	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
2-Chloronaphthalene [91-58-7]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
2-Chlorophenol [95-57-8]^	7.4	U	ug/L	1	7.4	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
2-Methyl-4,6-dinitrophenol [534-52-1]^	6.0	U	ug/L	1	6.0	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
2-Methylnaphthalene [91-57-6]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QV-01
2-Methylphenol [95-48-7]^	3.5	U	ug/L	1	3.5	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
2-Nitroaniline [88-74-4]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QL-02, QV-01

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ANALYTICAL RESULTS

Description: Pit-10 | **Lab Sample ID:** AE06141-03 | **Received:** 07/22/21 14:26
Matrix: Ground Water | **Sampled:** 07/22/21 11:43 | **Work Order:** AE06141
Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
2-Nitrophenol [88-75-5]^	5.2	U	ug/L	1	5.2	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
3 & 4-Methylphenol [108-39-4/106-44-5]^	8.2	U	ug/L	1	8.2	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QL-02, QV-01
3,3'-Dichlorobenzidine [91-94-1]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
3-Nitroaniline [99-09-2]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QV-01
4-Bromophenyl-phenylether [101-55-3]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
4-Chloro-3-methylphenol [59-50-7]^	7.3	U	ug/L	1	7.3	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QL-02, QV-01
4-Chloroaniline [106-47-8]^	4.3	U	ug/L	1	4.3	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QV-01
4-Chlorophenyl-phenylether [7005-72-3]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
4-Nitroaniline [100-01-6]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QV-01
4-Nitrophenol [100-02-7]^	7.9	U	ug/L	1	7.9	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QL-02, QV-01
Acenaphthene [83-32-9]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Acenaphthylene [208-96-8]^	4.2	U	ug/L	1	4.2	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Anthracene [120-12-7]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Benzidine [92-87-5]^	7.1	U	ug/L	1	7.1	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QV-01
Benzo(a)anthracene [56-55-3]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Benzo(a)pyrene [50-32-8]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Benzo(b)fluoranthene [205-99-2]^	3.4	U	ug/L	1	3.4	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Benzo(g,h,i)perylene [191-24-2]^	3.7	U	ug/L	1	3.7	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Benzo(k)fluoranthene [207-08-9]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Benzoic acid [65-85-0]^	15	U	ug/L	1	15	50	1G29001	EPA 8270E	07/30/21 16:05	jfi	QV-01
Benzyl alcohol [100-51-6]^	3.9	U	ug/L	1	3.9	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QL-02, QV-01
Bis(2-chloroethoxy)methane [111-91-1]^	3.3	U	ug/L	1	3.3	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Bis(2-chloroethyl)ether [111-44-4]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Bis(2-chloroisopropyl)ether [108-60-1]^	3.5	U	ug/L	1	3.5	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QL-02, QV-01
Bis(2-ethylhexyl)phthalate [117-81-7]^	3.5	U	ug/L	1	3.5	5.0	1G29001	EPA 8270E	07/30/21 16:05	jfi	QL-02, QV-01
Butylbenzylphthalate [85-68-7]^	5.1	U	ug/L	1	5.1	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QL-02, QV-01
Chrysene [218-01-9]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Dibenzo(a,h)anthracene [53-70-3]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Dibenzofuran [132-64-9]^	2.8	U	ug/L	1	2.8	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QV-01
Diethylphthalate [84-66-2]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Dimethylphthalate [131-11-3]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Di-n-butylphthalate [84-74-2]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QV-01
Di-n-octylphthalate [117-84-0]^	4.7	U	ug/L	1	4.7	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QL-02, QV-01
Fluoranthene [206-44-0]^	4.0	U	ug/L	1	4.0	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Fluorene [86-73-7]^	2.9	U	ug/L	1	2.9	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Hexachlorobenzene [118-74-1]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Hexachlorobutadiene [87-68-3]^	4.1	U	ug/L	1	4.1	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Hexachlorocyclopentadiene [77-47-4]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Hexachloroethane [67-72-1]^	3.0	U	ug/L	1	3.0	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QL-02, QV-01
Indeno(1,2,3-cd)pyrene [193-39-5]^	4.1	U	ug/L	1	4.1	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Isophorone [78-59-1]^	4.5	U	ug/L	1	4.5	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QL-02

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: Pit-10 | **Lab Sample ID:** AE06141-03 | **Received:** 07/22/21 14:26
Matrix: Ground Water | **Sampled:** 07/22/21 11:43 | **Work Order:** AE06141
Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Semivolatile Organic Compounds by GCMS

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Naphthalene [91-20-3]^	3.6	U	ug/L	1	3.6	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Nitrobenzene [98-95-3]^	3.2	U	ug/L	1	3.2	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QL-02
N-Nitrosodimethylamine [62-75-9]^	3.8	U	ug/L	1	3.8	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
N-Nitroso-di-n-propylamine [621-64-7]^	4.5	U	ug/L	1	4.5	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	QV-01
N-nitrosodiphenylamine/Diphenylamine [86-30-6/122-39-4]^	5.4	U	ug/L	1	5.4	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Pentachlorophenol [87-86-5]^	8.2	U	ug/L	1	8.2	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Phenanthrene [85-01-8]^	2.8	U	ug/L	1	2.8	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Phenol [108-95-2]^	5.6	U	ug/L	1	5.6	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Pyrene [129-00-0]^	4.1	U	ug/L	1	4.1	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	
Pyridine [110-86-1]^	3.5	U	ug/L	1	3.5	10	1G29001	EPA 8270E	07/30/21 16:05	jfi	

Surrogates	*Results*	*DF*	*Spike Lvl*	*% Rec*	*% Rec Limits*	*Batch*	*Method*	*Analyzed*	*By*	Notes
2,4,6-Tribromophenol	*44*	*1*	*50.0*	*87 %*	*33-145*	*1G29001*	*EPA 8270E*	*07/30/21 16:05*	*jfi*	
2-Fluorobiphenyl	*36*	*1*	*50.0*	*73 %*	*32-116*	*1G29001*	*EPA 8270E*	*07/30/21 16:05*	*jfi*	
2-Fluorophenol	*28*	*1*	*50.0*	*56 %*	*11-100*	*1G29001*	*EPA 8270E*	*07/30/21 16:05*	*jfi*	
Nitrobenzene-d5	*47*	*1*	*50.0*	*94 %*	*24-107*	*1G29001*	*EPA 8270E*	*07/30/21 16:05*	*jfi*	
Phenol-d5	*20*	*1*	*50.0*	*41 %*	*10-100*	*1G29001*	*EPA 8270E*	*07/30/21 16:05*	*jfi*	
Terphenyl-d14	*63*	*1*	*50.0*	*126 %*	*52-150*	*1G29001*	*EPA 8270E*	*07/30/21 16:05*	*jfi*	

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
4,4'-DDD [72-54-8]^	0.020	U	ug/L	1	0.020	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
4,4'-DDE [72-55-9]^	0.036	U	ug/L	1	0.036	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
4,4'-DDT [50-29-3]^	0.025	U	ug/L	1	0.025	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Aldrin [309-00-2]^	0.032	U	ug/L	1	0.032	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
alpha-BHC [319-84-6]^	0.026	U	ug/L	1	0.026	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
beta-BHC [319-85-7]^	0.036	U	ug/L	1	0.036	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Chlordane (tech) [12789-03-6]^	0.36	U	ug/L	1	0.36	0.50	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Chlordane-alpha [5103-71-9]^	0.022	U	ug/L	1	0.022	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Chlordane-gamma [5103-74-2]^	0.024	U	ug/L	1	0.024	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
delta-BHC [319-86-8]^	0.019	U	ug/L	1	0.019	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Dieldrin [60-57-1]^	0.017	U	ug/L	1	0.017	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Endosulfan I [959-98-8]^	0.016	U	ug/L	1	0.016	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Endosulfan II [33213-65-9]^	0.017	U	ug/L	1	0.017	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Endosulfan sulfate [1031-07-8]^	0.020	U	ug/L	1	0.020	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Endrin [72-20-8]^	0.014	U	ug/L	1	0.014	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Endrin aldehyde [7421-93-4]^	0.020	U	ug/L	1	0.020	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Endrin ketone [53494-70-5]^	0.017	U	ug/L	1	0.017	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
gamma-BHC [58-89-9]^	0.021	U	ug/L	1	0.021	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Heptachlor [76-44-8]^	0.026	U	ug/L	1	0.026	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Heptachlor epoxide [1024-57-3]^	0.018	U	ug/L	1	0.018	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Isodrin [465-73-6]^	0.030	U	ug/L	1	0.030	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Methoxychlor [72-43-5]^	0.020	U	ug/L	1	0.020	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Mirex [2385-85-5]^	0.034	U	ug/L	1	0.034	0.050	1G23011	EPA 8081B	07/26/21 19:43	JJB	
Toxaphene [8001-35-2]^	0.48	U	ug/L	1	0.48	0.50	1G23011	EPA 8081B	07/26/21 19:43	JJB	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

www.encolabs.com

ANALYTICAL RESULTS

Description: Pit-10 | **Lab Sample ID:** AE06141-03 | **Received:** 07/22/21 14:26
Matrix: Ground Water | **Sampled:** 07/22/21 11:43 | **Work Order:** AE06141
Project: County Road 44 Phase II | **Sampled By:** K. Nicholson

Organochlorine Pesticides by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Surrogates	Results	DF	Spike Lvl	% Rec	% Rec Limits	Batch	Method	Analyzed	By	Notes
2,4,5,6-TCMX	*0.91*	*1*	*1.00*	*91 %*	*38-142*	*1G23011*	*EPA 8081B*	*07/26/21 19:43*	*JJB*	
Decachlorobiphenyl	*0.76*	*1*	*1.00*	*76 %*	*34-159*	*1G23011*	*EPA 8081B*	*07/26/21 19:43*	*JJB*	

Polychlorinated Biphenyls by GC

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
PCB-1016/1242 [12674-11-2/53469-21-9]^	0.49	U	ug/L	1	0.49	0.50	1G23010	EPA 8082A	07/26/21 13:54	JJB	
PCB-1221 [11104-28-2]^	0.46	U	ug/L	1	0.46	0.50	1G23010	EPA 8082A	07/26/21 13:54	JJB	
PCB-1232 [11141-16-5]^	0.47	U	ug/L	1	0.47	0.50	1G23010	EPA 8082A	07/26/21 13:54	JJB	
PCB-1248 [12672-29-6]^	0.49	U	ug/L	1	0.49	0.50	1G23010	EPA 8082A	07/26/21 13:54	JJB	
PCB-1254 [11097-69-1]^	0.50	U	ug/L	1	0.50	0.50	1G23010	EPA 8082A	07/26/21 13:54	JJB	
PCB-1260 [11096-82-5]^	0.48	U	ug/L	1	0.48	0.50	1G23010	EPA 8082A	07/26/21 13:54	JJB	

Surrogates	Results	DF	Spike Lvl	% Rec	% Rec Limits	Batch	Method	Analyzed	By	Notes
2,4,5,6-TCMX	*0.81*	*1*	*1.00*	*81 %*	*38-142*	*1G23010*	*EPA 8082A*	*07/26/21 13:54*	*JJB*	
Decachlorobiphenyl	*0.67*	*1*	*1.00*	*67 %*	*34-159*	*1G23010*	*EPA 8082A*	*07/26/21 13:54*	*JJB*	

FL Petroleum Range Organics

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
TPH (C8-C40)^	100	U	ug/L	1	100	680	1G28030	FL-PRO	07/29/21 12:28	JJB	

Surrogates	Results	DF	Spike Lvl	% Rec	% Rec Limits	Batch	Method	Analyzed	By	Notes
n-Pentatriacontane	*380*	*1*	*400*	*95 %*	*40-129*	*1G28030*	*FL-PRO*	*07/29/21 12:28*	*JJB*	
o-Terphenyl	*150*	*1*	*180*	*84 %*	*66-139*	*1G28030*	*FL-PRO*	*07/29/21 12:28*	*JJB*	

Metals by EPA 6000/7000 Series Methods

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Mercury [7439-97-6]^	0.0230	U	ug/L	1	0.0230	0.200	1G23016	EPA 7470A	07/26/21 10:54	NRB	

Metals (total recoverable) by EPA 6000/7000 Series Methods

^ - ENCO Orlando certified analyte [NELAC E83182]

Analyte [CAS Number]	Results	Flag	Units	DF	MDL	PQL	Batch	Method	Analyzed	By	Notes
Arsenic [7440-38-2]^	4.30	U	ug/L	1	4.30	20.0	1G28013	EPA 6010D	07/30/21 13:10	JSS	
Barium [7440-39-3]^	**48.6**		ug/L	1	5.70	20.0	1G28013	EPA 6010D	07/30/21 13:10	JSS	
Cadmium [7440-43-9]^	0.765	U	ug/L	1	0.765	2.00	1G28013	EPA 6010D	07/30/21 13:10	JSS	
Chromium [7440-47-3]^	4.60	U	ug/L	1	4.60	10.0	1G28013	EPA 6010D	07/30/21 13:10	JSS	
Lead [7439-92-1]^	4.40	U	ug/L	1	4.40	10.0	1G28013	EPA 6010D	07/30/21 13:10	JSS	
Selenium [7782-49-2]^	24.0	U	ug/L	1	24.0	40.0	1G28013	EPA 6010D	07/30/21 13:10	JSS	
Silver [7440-22-4]^	3.10	U	ug/L	1	3.10	10.0	1G28013	EPA 6010D	07/30/21 13:10	JSS	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Volatile Organic Compounds by GCMS - Quality Control

Batch 1G27016 - EPA 5030B_MS

Blank (1G27016-BLK1) Prepared: 07/27/2021 00:00 Analyzed: 07/27/2021 09:34

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,1,1,2-Tetrachloroethane	0.61	U	1.0	ug/L							
1,1,1-Trichloroethane	0.80	U	1.0	ug/L							
1,1,2,2-Tetrachloroethane	0.54	U	1.0	ug/L							
1,1,2-Trichloroethane	0.76	U	1.0	ug/L							
1,1-Dichloroethane	0.62	U	1.0	ug/L							
1,1-Dichloroethene	0.94	U	1.0	ug/L							
1,1-Dichloropropene	0.74	U	1.0	ug/L							
1,2,3-Trichlorobenzene	0.86	U	1.0	ug/L							
1,2,3-Trichloropropane	0.64	U	1.0	ug/L							
1,2,4-Trichlorobenzene	0.70	U	1.0	ug/L							
1,2,4-Trimethylbenzene	0.69	U	1.0	ug/L							
1,2-Dibromo-3-chloropropane	0.96	U	1.0	ug/L							
1,2-Dibromoethane	0.78	U	1.0	ug/L							
1,2-Dichlorobenzene	0.73	U	1.0	ug/L							
1,2-Dichloroethane	0.63	U	1.0	ug/L							
1,2-Dichloropropane	0.80	U	1.0	ug/L							
1,3,5-Trimethylbenzene	0.58	U	1.0	ug/L							
1,3-Dichlorobenzene	0.77	U	1.0	ug/L							
1,3-Dichloropropane	0.60	U	1.0	ug/L							
1,4-Dichlorobenzene	0.76	U	1.0	ug/L							
2,2-Dichloropropane	0.66	U	1.0	ug/L							
2-Butanone	4.5	U	5.0	ug/L							
2-Chloroethyl Vinyl Ether	2.5	U	5.0	ug/L							
2-Chlorotoluene	0.68	U	1.0	ug/L							
2-Hexanone	2.5	U	5.0	ug/L							
4-Chlorotoluene	0.65	U	1.0	ug/L							
4-Isopropyltoluene	0.80	U	1.0	ug/L							
4-Methyl-2-pentanone	2.5	U	5.0	ug/L							
Acetone	10	U	20	ug/L							
Benzene	0.71	U	1.0	ug/L							
Bromobenzene	0.77	U	1.0	ug/L							
Bromochloromethane	0.94	U	1.0	ug/L							
Bromodichloromethane	0.52	U	1.0	ug/L							
Bromoform	0.75	U	1.0	ug/L							
Bromomethane	0.95	U	1.0	ug/L							
Carbon disulfide	2.5	U	5.0	ug/L							
Carbon tetrachloride	0.94	U	1.0	ug/L							
Chlorobenzene	0.72	U	1.0	ug/L							
Chloroethane	0.98	U	1.0	ug/L							
Chloroform	0.80	U	1.0	ug/L							
Chloromethane	0.82	U	1.0	ug/L							
cis-1,2-Dichloroethene	0.53	U	1.0	ug/L							
cis-1,3-Dichloropropene	0.59	U	1.0	ug/L							
Dibromochloromethane	0.50	U	1.0	ug/L							
Dibromomethane	0.84	U	1.0	ug/L							
Dichlorodifluoromethane	0.74	U	1.0	ug/L							
Ethylbenzene	0.69	U	1.0	ug/L							
Hexachlorobutadiene	0.70	U	1.0	ug/L							
Isopropylbenzene	0.67	U	1.0	ug/L							

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Volatile Organic Compounds by GCMS - Quality Control

Batch 1G27016 - EPA 5030B_MS - Continued

Blank (1G27016-BLK1) Continued Prepared: 07/27/2021 00:00 Analyzed: 07/27/2021 09:34

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
m,p-Xylenes	1.3	U	2.0	ug/L							
Methylene chloride	2.5	U	5.0	ug/L							
Methyl-tert-Butyl Ether	0.60	U	1.0	ug/L							
Naphthalene	0.82	U	1.0	ug/L							
n-Butyl Benzene	0.70	U	1.0	ug/L							
n-Propyl Benzene	0.50	U	1.0	ug/L							
o-Xylene	0.53	U	1.0	ug/L							
sec-Butylbenzene	0.74	U	1.0	ug/L							
Styrene	0.61	U	1.0	ug/L							
tert-Butylbenzene	0.64	U	1.0	ug/L							
Tetrachloroethene	0.76	U	1.0	ug/L							
Toluene	0.72	U	1.0	ug/L							
trans-1,2-Dichloroethene	0.73	U	1.0	ug/L							
trans-1,3-Dichloropropene	0.73	U	1.0	ug/L							
Trichloroethene	0.89	U	1.0	ug/L							
Trichlorofluoromethane	0.94	U	1.0	ug/L							
Vinyl chloride	0.71	U	1.0	ug/L							
Xylenes (Total)	1.3	U	2.0	ug/L							
4-Bromofluorobenzene	*50*			*ug/L*	*50.0*		*99*	*41-142*			
Dibromofluoromethane	*53*			*ug/L*	*50.0*		*106*	*53-146*			
Toluene-d8	*51*			*ug/L*	*50.0*		*101*	*41-146*			

LCS (1G27016-BS1) Prepared: 07/27/2021 00:00 Analyzed: 07/27/2021 08:38

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,1-Dichloroethene	22		1.0	ug/L	20.0		109	47-139			
Benzene	21		1.0	ug/L	20.0		106	56-136			
Chlorobenzene	21		1.0	ug/L	20.0		105	51-139			
Toluene	21		1.0	ug/L	20.0		103	64-131			
Trichloroethene	20		1.0	ug/L	20.0		100	62-135			
4-Bromofluorobenzene	*51*			*ug/L*	*50.0*		*102*	*41-142*			
Dibromofluoromethane	*57*			*ug/L*	*50.0*		*113*	*53-146*			
Toluene-d8	*51*			*ug/L*	*50.0*		*102*	*41-146*			

Matrix Spike (1G27016-MS1) Prepared: 07/27/2021 00:00 Analyzed: 07/27/2021 18:28

Source: AE06178-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,1-Dichloroethene	22		1.0	ug/L	20.0	0.94 U	111	47-139			
Benzene	22		1.0	ug/L	20.0	0.71 U	108	56-136			
Chlorobenzene	22		1.0	ug/L	20.0	0.72 U	108	51-139			
Toluene	21		1.0	ug/L	20.0	0.72 U	107	64-131			
Trichloroethene	21		1.0	ug/L	20.0	0.89 U	106	62-135			
4-Bromofluorobenzene	*51*			*ug/L*	*50.0*		*103*	*41-142*			
Dibromofluoromethane	*54*			*ug/L*	*50.0*		*108*	*53-146*			
Toluene-d8	*51*			*ug/L*	*50.0*		*103*	*41-146*			

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Volatile Organic Compounds by GCMS - Quality Control

Batch 1G27016 - EPA 5030B_MS - Continued

Matrix Spike Dup (1G27016-MSD1) Prepared: 07/27/2021 00:00 Analyzed: 07/27/2021 18:56

Source: AE06178-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,1-Dichloroethene	22		1.0	ug/L	20.0	0.94 U	108	47-139	3	16	
Benzene	21		1.0	ug/L	20.0	0.71 U	107	56-136	0.6	14	
Chlorobenzene	21		1.0	ug/L	20.0	0.72 U	106	51-139	2	13	
Toluene	21		1.0	ug/L	20.0	0.72 U	103	64-131	4	16	
Trichloroethene	20		1.0	ug/L	20.0	0.89 U	101	62-135	5	20	
4-Bromofluorobenzene	*51*			*ug/L*	*50.0*		*102*	*41-142*			
Dibromofluoromethane	*52*			*ug/L*	*50.0*		*104*	*53-146*			
Toluene-d8	*52*			*ug/L*	*50.0*		*104*	*41-146*			

Semivolatile Organic Compounds by GCMS - Quality Control

Batch 1G29001 - EPA 3510C_MS

Blank (1G29001-BLK1) Prepared: 07/29/2021 08:45 Analyzed: 07/30/2021 08:03

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,2,4-Trichlorobenzene	3.3	U	10	ug/L							
1,2-Dichlorobenzene	3.2	U	10	ug/L							
1,3-Dichlorobenzene	3.4	U	10	ug/L							
1,4-Dichlorobenzene	3.2	U	10	ug/L							
1-Methylnaphthalene	3.1	U	10	ug/L							
2,4,5-Trichlorophenol	3.9	U	10	ug/L							
2,4,6-Trichlorophenol	6.4	U	10	ug/L							
2,4-Dichlorophenol	6.5	U	10	ug/L							
2,4-Dimethylphenol	6.4	U	10	ug/L							
2,4-Dinitrophenol	7.7	U	10	ug/L							
2,4-Dinitrotoluene	3.2	U	10	ug/L							
2,6-Dinitrotoluene	2.9	U	10	ug/L							
2-Chloronaphthalene	3.2	U	10	ug/L							
2-Chlorophenol	7.4	U	10	ug/L							
2-Methyl-4,6-dinitrophenol	6.0	U	10	ug/L							
2-Methylnaphthalene	3.8	U	10	ug/L							
2-Methylphenol	3.5	U	10	ug/L							
2-Nitroaniline	3.3	U	10	ug/L							
2-Nitrophenol	5.2	U	10	ug/L							
3 & 4-Methylphenol	8.2	U	10	ug/L							
3,3'-Dichlorobenzidine	3.3	U	10	ug/L							
3-Nitroaniline	3.3	U	10	ug/L							
4-Bromophenyl-phenylether	3.3	U	10	ug/L							
4-Chloro-3-methylphenol	7.3	U	10	ug/L							
4-Chloroaniline	4.3	U	10	ug/L							
4-Chlorophenyl-phenylether	3.2	U	10	ug/L							
4-Nitroaniline	3.2	U	10	ug/L							
4-Nitrophenol	7.9	U	10	ug/L							
Acenaphthene	3.0	U	10	ug/L							
Acenaphthylene	4.2	U	10	ug/L							
Anthracene	3.0	U	10	ug/L							
Benzidine	7.1	U	10	ug/L							
Benzo(a)anthracene	3.2	U	10	ug/L							

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Semivolatile Organic Compounds by GCMS - Quality Control

Batch 1G29001 - EPA 3510C_MS - Continued

Blank (1G29001-BLK1) Continued Prepared: 07/29/2021 08:45 Analyzed: 07/30/2021 08:03

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Benzo(a)pyrene	3.2	U	10	ug/L							
Benzo(b)fluoranthene	3.4	U	10	ug/L							
Benzo(g,h,i)perylene	3.7	U	10	ug/L							
Benzo(k)fluoranthene	3.8	U	10	ug/L							
Benzoic acid	15	U	50	ug/L							
Benzyl alcohol	3.9	U	10	ug/L							
Bis(2-chloroethoxy)methane	3.3	U	10	ug/L							
Bis(2-chloroethyl)ether	3.8	U	10	ug/L							
Bis(2-chloroisopropyl)ether	3.5	U	10	ug/L							
Bis(2-ethylhexyl)phthalate	3.5	U	5.0	ug/L							
Butylbenzylphthalate	5.1	U	10	ug/L							
Chrysene	3.0	U	10	ug/L							
Dibenzo(a,h)anthracene	3.8	U	10	ug/L							
Dibenzofuran	2.8	U	10	ug/L							
Diethylphthalate	3.0	U	10	ug/L							
Dimethylphthalate	3.0	U	10	ug/L							
Di-n-butylphthalate	3.2	U	10	ug/L							
Di-n-octylphthalate	4.7	U	10	ug/L							
Fluoranthene	4.0	U	10	ug/L							
Fluorene	2.9	U	10	ug/L							
Hexachlorobenzene	3.0	U	10	ug/L							
Hexachlorobutadiene	4.1	U	10	ug/L							
Hexachlorocyclopentadiene	3.8	U	10	ug/L							
Hexachloroethane	3.0	U	10	ug/L							
Indeno(1,2,3-cd)pyrene	4.1	U	10	ug/L							
Isophorone	4.5	U	10	ug/L							
Naphthalene	3.6	U	10	ug/L							
Nitrobenzene	3.2	U	10	ug/L							
N-Nitrosodimethylamine	3.8	U	10	ug/L							
N-Nitroso-di-n-propylamine	4.5	U	10	ug/L							
N-nitrosodiphenylamine/Diphenylamine	5.4	U	10	ug/L							
Pentachlorophenol	8.2	U	10	ug/L							
Phenanthrene	2.8	U	10	ug/L							
Phenol	5.6	U	10	ug/L							
Pyrene	4.1	U	10	ug/L							
Pyridine	3.5	U	10	ug/L							
2,4,6-Tribromophenol	*42*			*ug/L*	*50.0*		*84*	*33-145*			
2-Fluorobiphenyl	*41*			*ug/L*	*50.0*		*81*	*32-116*			
2-Fluorophenol	*26*			*ug/L*	*50.0*		*52*	*11-100*			
Nitrobenzene-d5	*59*			*ug/L*	*50.0*		*117*	*24-107*			*QS-03*
Phenol-d5	*21*			*ug/L*	*50.0*		*42*	*10-100*			
Terphenyl-d14	*65*			*ug/L*	*50.0*		*130*	*52-150*			

LCS (1G29001-BS1) Prepared: 07/29/2021 08:45 Analyzed: 07/30/2021 09:33

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,2,4-Trichlorobenzene	30		10	ug/L	50.0		61	10-102			
1,4-Dichlorobenzene	34		10	ug/L	50.0		67	10-101			

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Semivolatile Organic Compounds by GCMS - Quality Control

Batch 1G29001 - EPA 3510C_MS - Continued

LCS (1G29001-BS1) Continued Prepared: 07/29/2021 08:45 Analyzed: 07/30/2021 09:33

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
2,4-Dinitrotoluene	60		10	ug/L	50.0		120	52-158			
2-Chlorophenol	50		10	ug/L	50.0		99	17-110			
4-Chloro-3-methylphenol	68		10	ug/L	50.0		136	35-131			QL-02
4-Nitrophenol	93		10	ug/L	50.0		187	10-94			QL-02
Acenaphthene	56		10	ug/L	50.0		112	22-130			
N-Nitroso-di-n-propylamine	53		10	ug/L	50.0		106	26-135			
Pentachlorophenol	48		10	ug/L	50.0		97	5-139			
Phenol	30		10	ug/L	50.0		60	10-60			
Pyrene	63		10	ug/L	50.0		126	53-148			
2,4,6-Tribromophenol	*38*			*ug/L*	*50.0*		*76*	*33-145*			
2-Fluorobiphenyl	*35*			*ug/L*	*50.0*		*69*	*32-116*			
2-Fluorophenol	*30*			*ug/L*	*50.0*		*60*	*11-100*			
Nitrobenzene-d5	*52*			*ug/L*	*50.0*		*105*	*24-107*			
Phenol-d5	*24*			*ug/L*	*50.0*		*49*	*10-100*			
Terphenyl-d14	*71*			*ug/L*	*50.0*		*143*	*52-150*			

Matrix Spike (1G29001-MS1) Prepared: 07/29/2021 08:45 Analyzed: 07/30/2021 10:34

Source: AE05702-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,2,4-Trichlorobenzene	180	I	250	ug/L	250	82 U	73	10-102			
1,4-Dichlorobenzene	120	I	250	ug/L	250	80 U	48	10-101			
2,4-Dinitrotoluene	310		250	ug/L	250	80 U	123	52-158			
2-Chlorophenol	180	I	250	ug/L	250	0.0 U	73	17-110			
4-Chloro-3-methylphenol	370		250	ug/L	250	180 U	149	35-131			QM-19
4-Nitrophenol	550		250	ug/L	250	200 U	222	10-94			QM-19
Acenaphthene	210	I	250	ug/L	250	75 U	83	22-130			
N-Nitroso-di-n-propylamine	280		250	ug/L	250	110 U	110	26-135			
Pentachlorophenol	250		250	ug/L	250	200 U	99	5-139			
Phenol	0.0	I	250	ug/L	250	0.0 U		10-60			QM-07
Pyrene	320		250	ug/L	250	100 U	130	53-148			
2,4,6-Tribromophenol	*230*	*I*		*ug/L*	*250*		*93*	*33-145*			
2-Fluorobiphenyl	*150*	*I*		*ug/L*	*250*		*59*	*32-116*			
2-Fluorophenol	*110*	*I*		*ug/L*	*250*		*42*	*11-100*			
Nitrobenzene-d5	*240*	*I*		*ug/L*	*250*		*97*	*24-107*			
Phenol-d5	*68*	*I*		*ug/L*	*250*		*27*	*10-100*			
Terphenyl-d14	*290*			*ug/L*	*250*		*115*	*52-150*			

Matrix Spike Dup (1G29001-MSD1) Prepared: 07/29/2021 08:45 Analyzed: 07/30/2021 11:04

Source: AE05702-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
1,2,4-Trichlorobenzene	160	I	250	ug/L	250	82 U	65	10-102	11	18	
1,4-Dichlorobenzene	160	I	250	ug/L	250	80 U	65	10-101	29	18	QM-11
2,4-Dinitrotoluene	310		250	ug/L	250	80 U	125	52-158	2	18	
2-Chlorophenol	180	I	250	ug/L	250	0.0 U	71	17-110		16	
4-Chloro-3-methylphenol	350		250	ug/L	250	180 U	141	35-131	5	16	QM-19
4-Nitrophenol	490		250	ug/L	250	200 U	195	10-94	13	15	QM-19
Acenaphthene	290		250	ug/L	250	75 U	114	22-130	32	18	QM-11

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Semivolatile Organic Compounds by GCMS - Quality Control

Batch 1G29001 - EPA 3510C_MS - Continued

Matrix Spike Dup (1G29001-MSD1) Continued Prepared: 07/29/2021 08:45 Analyzed: 07/30/2021 11:04

Source: AE05702-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
N-Nitroso-di-n-propylamine	350		250	ug/L	250	110 U	139	26-135	23	18	QM-07, QM-11
Pentachlorophenol	290		250	ug/L	250	200 U	115	5-139	15	23	
Phenol	0.0	I	250	ug/L	250	0.0 U		10-60		9	QM-07
Pyrene	360		250	ug/L	250	100 U	143	53-148	10	16	
2,4,6-Tribromophenol	*200*	*I*		*ug/L*	*250*		*78*	*33-145*			
2-Fluorobiphenyl	*190*	*I*		*ug/L*	*250*		*74*	*32-116*			
2-Fluorophenol	*130*	*I*		*ug/L*	*250*		*50*	*11-100*			
Nitrobenzene-d5	*340*			*ug/L*	*250*		*135*	*24-107*			*QS-03*
Phenol-d5	*140*	*I*		*ug/L*	*250*		*56*	*10-100*			
Terphenyl-d14	*290*			*ug/L*	*250*		*117*	*52-150*			

Organochlorine Pesticides by GC - Quality Control

Batch 1G23011 - EPA 3510C

Blank (1G23011-BLK1) Prepared: 07/23/2021 10:55 Analyzed: 07/26/2021 14:13

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
4,4'-DDD	0.020	U	0.050	ug/L							
4,4'-DDE	0.036	U	0.050	ug/L							
4,4'-DDT	0.025	U	0.050	ug/L							
Aldrin	0.032	U	0.050	ug/L							
alpha-BHC	0.026	U	0.050	ug/L							
beta-BHC	0.036	U	0.050	ug/L							
Chlordane (tech)	0.36	U	0.50	ug/L							
Chlordane-alpha	0.022	U	0.050	ug/L							
Chlordane-gamma	0.024	U	0.050	ug/L							
delta-BHC	0.019	U	0.050	ug/L							
Dieldrin	0.017	U	0.050	ug/L							
Endosulfan I	0.016	U	0.050	ug/L							
Endosulfan II	0.017	U	0.050	ug/L							
Endosulfan sulfate	0.020	U	0.050	ug/L							
Endrin	0.014	U	0.050	ug/L							
Endrin aldehyde	0.020	U	0.050	ug/L							
Endrin ketone	0.017	U	0.050	ug/L							
gamma-BHC	0.021	U	0.050	ug/L							
Heptachlor	0.026	U	0.050	ug/L							
Heptachlor epoxide	0.018	U	0.050	ug/L							
Isodrin	0.030	U	0.050	ug/L							
Methoxychlor	0.020	U	0.050	ug/L							
Mirex	0.034	U	0.050	ug/L							
Toxaphene	0.48	U	0.50	ug/L							
2,4,5,6-TCMX	*1.3*			*ug/L*	*1.00*		*133*	*38-142*			
Decachlorobiphenyl	*1.4*			*ug/L*	*1.00*		*135*	*34-159*			

LCS (1G23011-BS1) Prepared: 07/23/2021 10:55 Analyzed: 07/26/2021 14:26

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Organochlorine Pesticides by GC - Quality Control

Batch 1G23011 - EPA 3510C - Continued

LCS (1G23011-BS1) Continued Prepared: 07/23/2021 10:55 Analyzed: 07/26/2021 14:26

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
4,4'-DDT	0.99		0.050	ug/L	1.00		99	37-125			
Dieldrin	1.0		0.050	ug/L	1.00		104	46-127			
Endrin	1.0		0.050	ug/L	1.00		102	28-143			
2,4,5,6-TCMX	*0.99*			*ug/L*	*1.00*		*99*	*38-142*			
Decachlorobiphenyl	*1.1*			*ug/L*	*1.00*		*108*	*34-159*			

Matrix Spike (1G23011-MS1) Prepared: 07/23/2021 10:55 Analyzed: 07/26/2021 14:39

Source: AE05968-02

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
4,4'-DDT	0.97		0.050	ug/L	1.00	0.025 U	97	37-125			
Dieldrin	0.99		0.050	ug/L	1.00	0.017 U	99	46-127			
Endrin	0.96		0.050	ug/L	1.00	0.014 U	96	28-143			
2,4,5,6-TCMX	*1.0*			*ug/L*	*1.00*		*101*	*38-142*			
Decachlorobiphenyl	*1.0*			*ug/L*	*1.00*		*100*	*34-159*			

Matrix Spike Dup (1G23011-MSD1) Prepared: 07/23/2021 10:55 Analyzed: 07/26/2021 14:51

Source: AE05968-02

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
4,4'-DDT	1.1		0.050	ug/L	1.00	0.025 U	107	37-125	10	24	
Dieldrin	0.96		0.050	ug/L	1.00	0.017 U	96	46-127	3	21	
Endrin	0.97		0.050	ug/L	1.00	0.014 U	97	28-143	1	22	
2,4,5,6-TCMX	*0.87*			*ug/L*	*1.00*		*87*	*38-142*			
Decachlorobiphenyl	*1.1*			*ug/L*	*1.00*		*111*	*34-159*			

Polychlorinated Biphenyls by GC - Quality Control

Batch 1G23010 - EPA 3510C

Blank (1G23010-BLK1) Prepared: 07/23/2021 10:55 Analyzed: 07/26/2021 12:00

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
PCB-1016/1242	0.49	U	0.50	ug/L							
PCB-1221	0.46	U	0.50	ug/L							
PCB-1232	0.47	U	0.50	ug/L							
PCB-1248	0.49	U	0.50	ug/L							
PCB-1254	0.50	U	0.50	ug/L							
PCB-1260	0.48	U	0.50	ug/L							
2,4,5,6-TCMX	*0.67*			*ug/L*	*1.00*		*67*	*38-142*			
Decachlorobiphenyl	*0.74*			*ug/L*	*1.00*		*74*	*34-159*			

LCS (1G23010-BS1) Prepared: 07/23/2021 10:55 Analyzed: 07/26/2021 12:11

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
PCB-1016/1242	8.0		0.50	ug/L	10.0		80	11-162			
PCB-1260	7.9		0.50	ug/L	10.0		79	10-166			
2,4,5,6-TCMX	*0.72*			*ug/L*	*1.00*		*72*	*38-142*			
Decachlorobiphenyl	*0.87*			*ug/L*	*1.00*		*87*	*34-159*			

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Polychlorinated Biphenyls by GC - Quality Control

Batch 1G23010 - EPA 3510C - Continued

Matrix Spike (1G23010-MS1) Prepared: 07/23/2021 10:55 Analyzed: 07/26/2021 12:22

Source: AE05968-02

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
PCB-1016/1242	8.6		0.50	ug/L	10.0	0.49 U	86	11-162			
PCB-1260	7.5		0.50	ug/L	10.0	0.48 U	75	10-166			
2,4,5,6-TCMX	*0.77*			*ug/L*	*1.00*		*77*	*38-142*			
Decachlorobiphenyl	*0.79*			*ug/L*	*1.00*		*79*	*34-159*			

Matrix Spike Dup (1G23010-MSD1) Prepared: 07/23/2021 10:55 Analyzed: 07/26/2021 12:34

Source: AE05968-02

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
PCB-1016/1242	8.3		0.50	ug/L	10.0	0.49 U	83	11-162	3	23	
PCB-1260	7.0		0.50	ug/L	10.0	0.48 U	70	10-166	8	13	
2,4,5,6-TCMX	*0.70*			*ug/L*	*1.00*		*70*	*38-142*			
Decachlorobiphenyl	*0.60*			*ug/L*	*1.00*		*60*	*34-159*			

FL Petroleum Range Organics - Quality Control

Batch 1G24002 - EPA 3510C

Blank (1G24002-BLK1) Prepared: 07/24/2021 10:00 Analyzed: 07/27/2021 07:24

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	100	U	680	ug/L							
n-Pentatriacontane	*320*			*ug/L*	*400*		*79*	*40-129*			
o-Terphenyl	*180*			*ug/L*	*180*		*100*	*66-139*			

LCS (1G24002-BS1) Prepared: 07/24/2021 10:00 Analyzed: 07/27/2021 07:49

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	6500		680	ug/L	6800		96	66-119			
n-Pentatriacontane	*310*			*ug/L*	*400*		*76*	*40-129*			
o-Terphenyl	*180*			*ug/L*	*180*		*98*	*66-139*			

Matrix Spike (1G24002-MS1) Prepared: 07/24/2021 10:00 Analyzed: 07/27/2021 08:14

Source: AE05968-02

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	7100		680	ug/L	6800	100 U	104	65-123			
n-Pentatriacontane	*330*			*ug/L*	*400*		*83*	*40-129*			
o-Terphenyl	*200*			*ug/L*	*180*		*112*	*66-139*			

Matrix Spike Dup (1G24002-MSD1) Prepared: 07/24/2021 10:00 Analyzed: 07/27/2021 08:39

Source: AE05968-02

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	6700		680	ug/L	6800	100 U	99	65-123	5	20	
n-Pentatriacontane	*320*			*ug/L*	*400*		*79*	*40-129*			
o-Terphenyl	*190*			*ug/L*	*180*		*106*	*66-139*			

Batch 1G28030 - EPA 3510C

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

FL Petroleum Range Organics - Quality Control

Batch 1G28030 - EPA 3510C - Continued

Blank (1G28030-BLK1) Prepared: 07/28/2021 12:00 Analyzed: 07/29/2021 09:58

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	100	U	680	ug/L							
n-Pentatriacontane	*400*			*ug/L*	*400*		*99*	*40-129*			
o-Terphenyl	*150*			*ug/L*	*180*		*84*	*66-139*			

LCS (1G28030-BS1) Prepared: 07/28/2021 12:00 Analyzed: 07/29/2021 10:23

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	7400		680	ug/L	6800		109	66-119			
n-Pentatriacontane	*370*			*ug/L*	*400*		*92*	*40-129*			
o-Terphenyl	*170*			*ug/L*	*180*		*93*	*66-139*			

Matrix Spike (1G28030-MS1) Prepared: 07/28/2021 12:00 Analyzed: 07/29/2021 10:48

Source: AE06179-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	7100		680	ug/L	6800	100 U	105	65-123			
n-Pentatriacontane	*340*			*ug/L*	*400*		*85*	*40-129*			
o-Terphenyl	*160*			*ug/L*	*180*		*86*	*66-139*			

Matrix Spike Dup (1G28030-MSD1) Prepared: 07/28/2021 12:00 Analyzed: 07/29/2021 11:13

Source: AE06179-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
TPH (C8-C40)	7200		680	ug/L	6800	100 U	106	65-123	1	20	
n-Pentatriacontane	*370*			*ug/L*	*400*		*91*	*40-129*			
o-Terphenyl	*150*			*ug/L*	*180*		*85*	*66-139*			

Metals by EPA 6000/7000 Series Methods - Quality Control

Batch 1G23016 - EPA 7470A

Blank (1G23016-BLK1) Prepared: 07/23/2021 12:16 Analyzed: 07/26/2021 09:31

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Mercury	0.0230	U	0.200	ug/L							

Blank (1G23016-BLK2) Prepared: 07/23/2021 12:16 Analyzed: 07/26/2021 09:34

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Mercury	0.0230	U	0.200	ug/L							LG-01

Blank (1G23016-BLK3) Prepared: 07/23/2021 12:16 Analyzed: 07/26/2021 09:56

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Mercury	0.0230	U	0.200	ug/L							

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Metals by EPA 6000/7000 Series Methods - Quality Control

Batch 1G23016 - EPA 7470A - Continued

LCS (1G23016-BS1) Prepared: 07/23/2021 12:16 Analyzed: 07/26/2021 09:37

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Mercury	5.34		0.200	ug/L	5.00		107	80-120			

LCS (1G23016-BS2) Prepared: 07/23/2021 12:16 Analyzed: 07/26/2021 09:59

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Mercury	5.49		0.200	ug/L	5.00		110	80-120			

Matrix Spike (1G23016-MS1) Prepared: 07/23/2021 12:16 Analyzed: 07/26/2021 09:44

Source: AE05768-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Mercury	4.39		0.200	ug/L	5.00	0.0230 U	88	75-125			

Matrix Spike Dup (1G23016-MSD1) Prepared: 07/23/2021 12:16 Analyzed: 07/26/2021 09:47

Source: AE05768-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Mercury	4.31		0.200	ug/L	5.00	0.0230 U	86	75-125	2	20	

Metals (total recoverable) by EPA 6000/7000 Series Methods - Quality Control

Batch 1G28013 - EPA 3005A

Blank (1G28013-BLK1) Prepared: 07/28/2021 11:13 Analyzed: 07/30/2021 10:05

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Arsenic	4.30	U	20.0	ug/L							
Barium	5.70	U	20.0	ug/L							
Cadmium	0.765	U	2.00	ug/L							
Chromium	4.60	U	10.0	ug/L							
Lead	4.40	U	10.0	ug/L							
Selenium	24.0	U	40.0	ug/L							
Silver	3.10	U	10.0	ug/L							

LCS (1G28013-BS1) Prepared: 07/28/2021 11:13 Analyzed: 07/30/2021 10:09

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Arsenic	495		20.0	ug/L	497		100	80-120			
Barium	484		20.0	ug/L	498		97	80-120			
Cadmium	47.1		2.00	ug/L	49.9		94	80-120			
Chromium	482		10.0	ug/L	498		97	80-120			
Lead	468		10.0	ug/L	498		94	80-120			
Selenium	486		40.0	ug/L	496		98	80-120			
Silver	101		10.0	ug/L	101		100	80-120			

Matrix Spike (1G28013-MS1) Prepared: 07/28/2021 11:13 Analyzed: 07/30/2021 10:20

Source: AE05303-06

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Arsenic	493		20.0	ug/L	497	4.30 U	99	75-125			
Barium	481		20.0	ug/L	498	5.70 U	97	75-125			

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

QUALITY CONTROL DATA

Metals (total recoverable) by EPA 6000/7000 Series Methods - Quality Control

Batch 1G28013 - EPA 3005A - Continued

Matrix Spike (1G28013-MS1) Continued Prepared: 07/28/2021 11:13 Analyzed: 07/30/2021 10:20

Source: AE05303-06

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Cadmium	47.6		2.00	ug/L	49.9	0.765 U	95	75-125			
Chromium	482		10.0	ug/L	498	4.60 U	97	75-125			
Lead	474		10.0	ug/L	498	4.40 U	95	75-125			
Selenium	488		40.0	ug/L	496	24.0 U	99	75-125			
Silver	99.8		10.0	ug/L	101	3.10 U	99	75-125			

Matrix Spike (1G28013-MS2) Prepared: 07/28/2021 11:13 Analyzed: 07/30/2021 10:28

Source: AE06141-01

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Arsenic	502		20.0	ug/L	497	4.30 U	101	75-125			
Barium	532		20.0	ug/L	498	52.6	96	75-125			
Cadmium	47.3		2.00	ug/L	49.9	0.765 U	95	75-125			
Chromium	486		10.0	ug/L	498	4.60 U	98	75-125			
Lead	472		10.0	ug/L	498	4.40 U	95	75-125			
Selenium	485		40.0	ug/L	496	24.0 U	98	75-125			
Silver	99.7		10.0	ug/L	101	3.10 U	99	75-125			

Matrix Spike Dup (1G28013-MSD1) Prepared: 07/28/2021 11:13 Analyzed: 07/30/2021 10:24

Source: AE05303-06

Analyte	Result	Flag	POL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Arsenic	498		20.0	ug/L	497	4.30 U	100	75-125	1	20	
Barium	486		20.0	ug/L	498	5.70 U	98	75-125	0.9	20	
Cadmium	48.2		2.00	ug/L	49.9	0.765 U	97	75-125	1	20	
Chromium	484		10.0	ug/L	498	4.60 U	97	75-125	0.3	20	
Lead	480		10.0	ug/L	498	4.40 U	96	75-125	1	20	
Selenium	498		40.0	ug/L	496	24.0 U	100	75-125	2	20	
Silver	101		10.0	ug/L	101	3.10 U	100	75-125	1	20	

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

FLAGS/NOTES AND DEFINITIONS

PQL	PQL: Practical Quantitation Limit. The PQL presented is the laboratory MRL.
B	Results are based upon membrane filter colony counts that are outside the method indicated ideal range.
I	The reported value is between the laboratory method detection limit (MDL) and the practical quantitation limit (PQL).
J	Estimated value.
K	Off-scale low; Actual value is known to be less than the value given.
L	Off-scale high; Actual value is known to be greater than value given.
M	Presence of analyte is verified but not quantified; the actual value is less than the MRL but greater than the MDL.
N	Presumptive evidence of presence of material.
O	Sampled, but analysis lost or not performed.
Q	Sample exceeded the accepted holding time.
T	Value reported is less than the laboratory method detection limit. The value is reported for informational purposes only and shall not be used in statistical analysis.
U	Indicates that the compound was analyzed for but not detected.
V	Indicates that the analyte was detected in both the sample and the associated method blank.
Y	The laboratory analysis was from an improperly preserved sample. The data may not be accurate.
Z	Too many colonies were present (TNTC); the numeric value represents the filtration volume.
?	Data are rejected and should not be used. Some or all of the quality control data for the analyte were outside criteria, and the presence or absence of the analyte cannot be determined from the data.
*****	Not reported due to interference.
[CALC]	Calculated analyte - MDL/MRL reported to the highest reporting limit of the component analyses.
LG-01	Sample filtered in laboratory.
QL-02	The associated laboratory control sample exhibited high bias; since the result is ND, there is no impact.
QM-07	The spike recovery was outside acceptance limits for the MS and/or MSD. The batch was accepted based on acceptable LCS recovery.
QM-11	Precision between duplicate matrix spikes of the same sample was outside acceptance limits.
QM-17	Matrix spike recovery was outside acceptance limits due to high concentrations of analyte in source sample.
QM-19	The spike recovery was outside acceptance limits for the MS and/or MSD.
QS-03	Surrogate recovery outside acceptance limits
QV-01	The associated continuing calibration verification standard exhibited high bias; since the result is ND, there is no impact.

This report relates only to the sample as received by the laboratory, and may only be reproduced in full.

ENVIRONMENTAL CONSERVATION LABORATORIES — CHAIN-OF-CUSTODY RECORD

www.encolabs.com

10775 Central Port Dr.
Orlando, FL 32824
(407) 826-5314

4810 Executive Park Court, Suite 111
Jacksonville, FL 32216-6069
(904) 296-3007 Fax (904) 296-6210

102-A Woodwinds Industrial Ct.
Cary, NC 27511
(919) 467-3090 Fax (919) 467-3515

Page ✓ of ✓

Client Name: Ardaman & Associates (AR001)	Project Number: 20-6647A
Address: P.O. Box 593003	Project Name/Desc: County Road 44 Phase II
City/ST/Zip: Orlando, FL 32859-3003	PO # / Billing Info:
Tel: (407) 855-3860 Fax: (407) 859-8121	Reporting Contact: Carl Stephens
Sampler(s) Name, Affiliation (Print): K. Nicholson Ardaman	Billing Contact: Carl Stephens
Sampler(s) Signature:	Site Location / Time Zone:

Requested Analyses: 8260D Full List; 8270E Full List; 8081B OC Pest; 8082A PCBs; FLPRO; RCRA8 Metals (Ag,As,Ba,Cd,Cr,Pb,Se,Hg)

Requested Turnaround Times

Note : Rush requests subject to acceptance by the facility

✓ Standard

___ Expedited

Due ___/___/___

Lab Workorder AE06141 AE05278

Preservation (See Codes) (Combine as necessary)

Item #	Sample ID (Field Identification)	Collection Date	Collection Time	Comp / Grab	Matrix (see codes)	Total # of Containers	8260D	8270E	8081B	8082A	FLPRO	RCRA8	Sample Comments
	Pit-4	7-22-21	10:03	GRAB	GW	10	✓	✓	✓	✓	✓	✓	
	Pit-9	7-22-21	10:49	GRAB	GW	10	✓	✓	✓	✓	✓	✓	
	Pit-10	7-22-21	11:43	GRAB	GW	10	✓	✓	✓	✓	✓	✓	
						30	<-- Total # of Containers						

Sample Kit Prepared By	Date/Time 6-21-21 1415	Relinquished By	Date/Time 6-21-21 1415	Received By	Date/Time 7-21-21 15:00
Comments/Special Reporting Requirements		Relinquished By	Date/Time 7-22-21 14:25	Received By	Date/Time 7/22/21 14:26
		Relinquished By	Date/Time	Received By	Date/Time

Cooler #'s & Temps on Receipt: C-2278 2.0°C

Condition Upon Receipt: ✓ Acceptable ___ Unacceptable

Matrix : **GW**-Groundwater **SO**-Soil **DW**-Drinking Water **SE**-Sediment **SW**-Surface Water **WW**-Wastewater **A**-Air **O**-Other (detail in comments)

Preservation: **I**-Ice **H**-HCl **N**-HNO3 **S**-H2SO4 **NO**-NaOH **O**-Other (detail in comments)

Note : All samples submitted to ENCO Labs are in accordance with the terms and conditions listed on the reverse of this form, unless prior written agreements exist

Form FD 9000-24

GROUNDWATER SAMPLING LOG

SITE NAME: CR-44 / PHASE II		SITE LOCATION: EUSTIS, FL	
WELL NO: PIT - 4	SAMPLE ID: PIT - 4		DATE: 7-22-21

PURGING DATA

WELL DIAMETER (inches): 2	TUBING DIAMETER (inches): 1/4	WELL SCREEN INTERVAL DEPTH: 5 feet to 15 feet	STATIC DEPTH TO WATER (feet): 6.80	PURGE PUMP TYPE OR BAILER: PP

WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH − STATIC DEPTH TO WATER) X WELL CAPACITY
(only fill out if applicable)
= (15.3 feet − 6.80 feet) X .163 gallons/foot = 1.4 gallons

EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME
(only fill out if applicable)
= gallons + (gallons/foot X feet) + gallons = gallons

INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 9	FINAL PUMP OR TUBING DEPTH IN WELL (feet): 9	PURGING INITIATED AT: 9:05	PURGING ENDED AT: 10:02	TOTAL VOLUME PURGED (gallons): 4.5

TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (circle units) µmhos/cm or mS/cm	DISSOLVED OXYGEN (circle units) mg/L or % saturation	TURBIDITY (NTUs)	COLOR (describe)	ODOR (describe)
9:24	1.5	1.5	.08	6.94	4.76	26.1	359	48.4	11.6	CL	None
9:43	1.5	3.0	.08	6.95	4.75	26.1	357	28.2	9.4	CL	None
10:02	1.5	4.5	.08	6.95	4.74	26.0	356	20.8	8.9	CL	None

WELL CAPACITY (Gallons Per Foot): 0.75" = 0.02; 1" = 0.04; 1.25" = 0.06; 2" = 0.16; 3" = 0.37; 4" = 0.65; 5" = 1.02; 6" = 1.47; 12" = 5.88
TUBING INSIDE DIA. CAPACITY (Gal./Ft.): 1/8" = 0.0006; 3/16" = 0.0014; 1/4" = 0.0026; 5/16" = 0.004; 3/8" = 0.006; 1/2" = 0.010; 5/8" = 0.016

PURGING EQUIPMENT CODES: B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; PP = Peristaltic Pump; O = Other (Specify)

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION: K. Nicholson, ARCADIS	SAMPLER(S) SIGNATURE(S):	SAMPLING INITIATED AT: 10:03	SAMPLING ENDED AT: 10:09
PUMP OR TUBING DEPTH IN WELL (feet): 9.0	TUBING MATERIAL CODE: PE	FIELD-FILTERED: Y (N) Filtration Equipment Type:	FILTER SIZE ____ µm
FIELD DECONTAMINATION: PUMP Y (N)	TUBING Y (N (replaced))	DUPLICATE Y (N)	

SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION					
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH	INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	SAMPLE PUMP FLOW RATE (mL per minute)
	3	CG	40mL	Ice/HCl			8260D	APP	.08 gpm
	2	AG	250mL	Ice/HNO3			RCRA	APP	.08 gpm
	2	AG	250mL	Ice/H2SO4			FL-PRO	APP	.08 gpm
	1	AG	250mL	Ice			8081	APP	.08 gpm
	1	AG	250mL	Ice			8270	APP	.08 gpm
	1	AG	1L	Ice			8082	APP	.08 gpm

REMARKS: Top of well to Top of Ground 1.1'ft

MATERIAL CODES: AG = Amber Glass; CG = Clear Glass; PE = Polyethylene; PP = Polypropylene; S = Silicone; T = Teflon; O = Other (Specify)

SAMPLING EQUIPMENT CODES: APP = After Peristaltic Pump; B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; RFPP = Reverse Flow Peristaltic Pump; SM = Straw Method (Tubing Gravity Drain); O = Other (Specify)

NOTES: 1. **The above do not constitute all of the information required by Chapter 62-160, F.A.C.**
2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)
pH: ± 0.2 units **Temperature:** ± 0.2 °C **Specific Conductance:** ± 5% **Dissolved Oxygen:** all readings ≤ 20% saturation (see Table FS 2200-2); optionally ± 0.2 mg/L or ± 10% (whichever is greater) **Turbidity:** all readings ≤ 20 NTU; optionally ± 5 NTU or ± 10% (whichever is greater)

Revision Date: February 12, 2009

Form FD 9000-24

GROUNDWATER SAMPLING LOG

SITE NAME:	CR-44 / Phase II	SITE LOCATION:	Eustis, FL	
WELL NO:	P.T-9	SAMPLE ID:	P.T-9	DATE: 7-22-21

PURGING DATA

WELL DIAMETER (inches):	TUBING DIAMETER (inches):	WELL SCREEN INTERVAL DEPTH:	STATIC DEPTH TO WATER (feet):	PURGE PUMP TYPE OR BAILER:
2	1/4	5 feet to 15 feet	10.15	BP

WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH – STATIC DEPTH TO WATER) X WELL CAPACITY
(only fill out if applicable)
= (15.3 feet – 10.15 feet) X .163 gallons/foot = .84 gallons

EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME
(only fill out if applicable)
= gallons + (gallons/foot X feet) + gallons = gallons

INITIAL PUMP OR TUBING DEPTH IN WELL (feet):	FINAL PUMP OR TUBING DEPTH IN WELL (feet):	PURGING INITIATED AT:	PURGING ENDED AT:	TOTAL VOLUME PURGED (gallons):
13	13	10:18	10:48	3

TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (circle units) µmhos/cm or µS/cm	DISSOLVED OXYGEN (circle units) mg/L or % saturation	TURBIDITY (NTUs)	COLOR (describe)	ODOR (describe)
10:28	1	1	.10	10.38	4.56	26.0	299	10.7	14.3	CL	none
10:38	1	2	.10	10.38	4.54	26.0	298	10.4	11.9	CL	none
10:48	1	3	.10	10.37	4.53	26.0	296	4.7	9.9	CL	none

WELL CAPACITY (Gallons Per Foot): 0.75" = 0.02; 1" = 0.04, 1.25" = 0.06; 2" = 0.16; 3" = 0.37; 4" = 0.65; 5" = 1.02, 6" = 1.47; 12" = 5.88
TUBING INSIDE DIA. CAPACITY (Gal./Ft.): 1/8" = 0.0006, 3/16" = 0.0014; 1/4" = 0.0026; 5/16" = 0.004, 3/8" = 0.006; 1/2" = 0.010; 5/8" = 0.016

PURGING EQUIPMENT CODES: B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; PP = Peristaltic Pump; O = Other (Specify)

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION	SAMPLER(S) SIGNATURE(S):	SAMPLING INITIATED AT:	SAMPLING ENDED AT
K. Nicholson - Aromman		10:49	10:55

PUMP OR TUBING DEPTH IN WELL (feet):	TUBING MATERIAL CODE:	FIELD-FILTERED: Y (N) Filtration Equipment Type:	FILTER SIZE ____ µm
13	PE		

FIELD DECONTAMINATION: PUMP Y (N) TUBING Y (N (replaced)) DUPLICATE Y (N)

SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION					
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH	INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	SAMPLE PUMP FLOW RATE (mL per minute)
	3	CG	40mL	Ice/HCl			8260D	APP	.10 gpm
	2	PE	250mL	Ice/HNO3			RCRA	APP	.10 gpm
	2	AG	250mL	Ice/H2SO4			FL-PRO	APP	.10 gpm
	1	AG	250mL	Ice			8081	APP	.10 gpm
	1	AG	250mL	Ice			8270	APP	.10 gpm
	1	AG	1L	Ice			8082	APP	.10 gpm

REMARKS: TOP of well TO TOP of GROUND 2.6' ft

MATERIAL CODES: AG = Amber Glass; CG = Clear Glass; PE = Polyethylene; PP = Polypropylene; S = Silicone; T = Teflon; O = Other (Specify)

SAMPLING EQUIPMENT CODES: APP = After Peristaltic Pump, B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; RFPP = Reverse Flow Peristaltic Pump, SM = Straw Method (Tubing Gravity Drain); O = Other (Specify)

NOTES: 1. **The above do not constitute all of the information required by Chapter 62-160, F.A.C.**
2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)
pH: ± 0.2 units **Temperature:** ± 0.2 °C **Specific Conductance:** ± 5% **Dissolved Oxygen:** all readings ≤ 20% saturation (see Table FS 2200-2): optionally ± 0.2 mg/L or ± 10% (whichever is greater) **Turbidity:** all readings ≤ 20 NTU; optionally ± 5 NTU or ± 10% (whichever is greater)

Revision Date: February 12, 2009

Form FD 9000-24

GROUNDWATER SAMPLING LOG

SITE NAME: CR-44 / Phase II		SITE LOCATION: Eustis, FL	
WELL NO: P;T-10	SAMPLE ID: P;T-10		DATE: 7-22-21

PURGING DATA

WELL DIAMETER (inches): 2	TUBING DIAMETER (inches): 1/4	WELL SCREEN INTERVAL DEPTH: 5 feet to 15 feet	STATIC DEPTH TO WATER (feet): 10.09	PURGE PUMP TYPE OR BAILER: PP

WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH – STATIC DEPTH TO WATER) X WELL CAPACITY
(only fill out if applicable)

= (15.5 feet – 10.09 feet) X .163 gallons/foot = .84 gallons

EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME
(only fill out if applicable)

= gallons + (gallons/foot X feet) + gallons = gallons

INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 12	FINAL PUMP OR TUBING DEPTH IN WELL (feet): 12	PURGING INITIATED AT: 11:12	PURGING ENDED AT: 11:42	TOTAL VOLUME PURGED (gallons): 3

TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (circle units) µmhos/cm or µS/cm	DISSOLVED OXYGEN (circle units) mg/L or % saturation	TURBIDITY (NTUs)	COLOR (describe)	ODOR (describe)
11:22	1	1	.10	10.11	5.84	26.0	808	10.0	13.5	CL	None
11:32	1	2	.10	10.11	5.82	26.0	805	9.9	12.1	CL	None
11:42	1	3	.10	10.11	5.81	26.0	804	5.9	11.8	CL	None

WELL CAPACITY (Gallons Per Foot): 0.75" = 0.02; 1" = 0.04, 1.25" = 0.06; 2" = 0.16; 3" = 0.37; 4" = 0.65; 5" = 1.02, 6" = 1.47; 12" = 5.88
TUBING INSIDE DIA. CAPACITY (Gal./Ft.): 1/8" = 0.0006, 3/16" = 0.0014; 1/4" = 0.0026; 5/16" = 0.004, 3/8" = 0.006, 1/2" = 0.010; 5/8" = 0.016

PURGING EQUIPMENT CODES: B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; PP = Peristaltic Pump; O = Other (Specify)

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION: K. Nicholson. Arcadis	SAMPLER(S) SIGNATURE(S):	SAMPLING INITIATED AT: 11:43	SAMPLING ENDED AT 11:50
PUMP OR TUBING DEPTH IN WELL (feet): 12	TUBING MATERIAL CODE: PE	FIELD-FILTERED: Y (N) Filtration Equipment Type:	FILTER SIZE ____ µm
FIELD DECONTAMINATION: PUMP Y (N)	TUBING Y (N (replaced))	DUPLICATE Y (N)	

SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION					
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH	INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	SAMPLE PUMP FLOW RATE (mL per minute)
	3	CG	40 mL	ICE/HCl			8260D	APP	.10 gpm
	2	PE	250 mL	ICE/HNO3			RCRA	APP	.10 gpm
	2	AG	250 mL	ICE/H_2SO_4			FL-PRO	APP	.10 gpm
	1	AG	250 mL	ICE			8081	APP	.10 gpm
	1	AG	250 mL	ICE			8270	APP	.10 gpm
	1	AG	1L	ICE			8082	APP	.10 gpm

REMARKS: TOP of well TO TOP of GROUND 2.1'ft

MATERIAL CODES: AG = Amber Glass. CG = Clear Glass; PE = Polyethylene; PP = Polypropylene; S = Silicone; T = Teflon; O = Other (Specify)

SAMPLING EQUIPMENT CODES: APP = After Peristaltic Pump, B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; RFPP = Reverse Flow Peristaltic Pump, SM = Straw Method (Tubing Gravity Drain); O = Other (Specify)

NOTES: 1. **The above do not constitute all of the information required by Chapter 62-160, F.A.C.**

2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)

pH: ± 0.2 units **Temperature:** ± 0.2 °C **Specific Conductance:** ± 5% **Dissolved Oxygen:** all readings ≤ 20% saturation (see Table FS 2200-2); optionally ± 0.2 mg/L or ± 10% (whichever is greater) **Turbidity:** all readings ≤ 20 NTU; optionally ± 5 NTU or ± 10% (whichever is greater)

Revision Date: February 12, 2009

CALIBRATION LOG (FDEP SOP FT 1000-FT 1500, FD 1000-FD 4000)

Project / Site CR-44 / Phase II Date 7-22-21

Meter # Dissolved Oxygen YSI			DEP SOP FT 1500	Sampler Initials	Date	Time	STD Value	Exp. Date	Lot #	Instrument Response	Pass or Fail
									Acceptance Criteria : +/- 0.3mg/L		
CAL	(ICV)	CCV	✓	ICW	7-22-21	9:00	100%	air	saturate	99.9%	P F
CAL	ICV	CCV									P F
CAL	ICV	(CCV)	✓	ICW	7-22-21	12:02	100%	air	saturate	99.8%	P F

Meter # Specific Conductance OMEGA CTS Tester 50			DEP SOP FT 1200	Sampler Initials	Date	Time	STD Value	Exp. Date	Lot #		Pass or Fail
									Acceptance Criteria : +/- 5%		
CAL	(ICV)	CCV	✓	ICW	7-22-21	8:53	447µs	3/22	2103E35	447µs	P F
CAL	ICV	CCV									P F
CAL	ICV	CCV									P F
CAL	ICV	(CCV)	✓	ICW	7-22-21	11:57	447µs	3/22	2103E35	447	P F

Meter # pH OMEGA pH Tester 50			DEP SOP FT 1100	Sampler Initials	Date	Time	STD Value	Exp. Date	Lot #		Pass or Fail
									Acceptance Criteria +/- 0.2 SU		
CAL	(ICV)	CCV	✓	ICW	7-22-21	8:52	7.0	2/23	2103B93	7.00	P F
CAL	(ICV)	CCV	✓	ICW	7-22-21	8:57	4.0	2/22	2003943	4.00	P F
CAL	ICV	CCV									P F
CAL	ICV	(CCV)	✓	ICW	7-22-21	11:55	7.0	2/23	2103B93	7.00	P F
CAL	ICV	(CCV)	✓	ICW	7-22-21	11:58	4.0	2/22	2003943	4.00	P F

Meter # Turbidity LAMOTTE 2020			DEP SOP FT1600	Sampler Initials	Date	Time	STD Value	Exp. Date	Lot #		Pass or Fail
									Acceptance Criteria +/- 10% STD		
CAL	(ICV)	CCV	✓	ICW	7-22-21	8:54	1.0NTU	7/21	19520075	1.0	P F
CAL	ICV	CCV									P F
CAL	ICV	(CCV)	✓	ICW	7-22-21	11:58	1.0NTU	7/21	19520075	1.0	P F

CAL - Calibrate
ICV - Initial Calibration Verification
CCV - Continued Calibration Verification

Preliminary Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Drive-In Theater and Self-Storage
County Road 44
Eustis, Lake County, Florida



Ardaman & Associates, Inc.

CORPORATE HEADQUARTERS

8008 S. Orange Avenue, Orlando, FL 32809 - Phone: (407) 855-3860 Fax: (407) 859-8121

Branch Office Locations

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach
Louisiana: Baton Rouge, Monroe, New Orleans, Shreveport

MEMBERS:

ASTM International
American Concrete Institute
Geoprofessional Business Association
Society of American Military Engineers
American Council of Engineering Companies

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

August 3, 2021
File No. 21-6376

Flagship Companies Group, LLC
1190 Business Center Drive, Suite 2000
Lake Mary, Florida 32746

Attention: Mr. Ted Bolin, C.E.O.

Subject: Preliminary Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Proposed Drive-In Theater and Self-Storage
County Road 44
Eustis, Lake County, Florida

Dear Mr. Bolin:

As requested and authorized, we have completed a preliminary shallow subsurface soil exploration for the subject project. The purposes of performing this exploration were to determine soil stratigraphy and groundwater levels at selected locations and to preliminarily evaluate the compatibility of the conditions encountered with the proposed development. In addition, we have preliminarily estimated the normal seasonal high groundwater level at the boring locations. This report documents our findings.

We understand that future development of the site may include a drive-in theater, self-storage buildings and covered RV spaces, paved parking/drive areas and stormwater retention ponds.

SITE LOCATION AND SITE DESCRIPTION

The site for the proposed development is located on the north side of County Road 44 in Eustis, Lake County, Florida (Sections 35 and 36, Township 18 South, Range 27 East). The general site location is shown superimposed on the Umatilla, Florida U.S.G.S. quadrangle map presented on Figure 1. According to the Lake County Property Appraiser's office, the subject site is identified as Parcel ID Nos. 24-18-26-0405-000-00900 (40.0 acres), 24-18-26-0405-000-00101 (14.5 acres), 24-18-26-0405-000-01100 (10.0 acres), 24-18-26-0405-000-01102 (4.4 acres) and 24-18-26-0455-001-00000 (4.8 acres).

The subject site consists of undeveloped grassed and wooded land currently used as pastureland and totals approximately 74 acres in area. Small drainage ditches were observed on the grassed portions of the property and were constructed sometime in the 1950s based on review of historic aerial photographs. Evidence of uncontrolled fill being stored on the property was observed in aerial photographs from the 2000s and was observed during the site reconnaissance.

REVIEW OF SOIL SURVEY MAPS

Based on the Web Soil Survey as prepared by the U.S. Department of Agriculture Soil Conservation Service, the site is located in an area mapped as the “Eureka loamy fine sand, 0 to 2 percent slopes”, “Bluff and Manatee soils, frequently flooded”, “Lochloosa sand”, and “Wauchula sand” soil series. Please refer to Figure 2 for the mapped locations of individual soil units.

The “Eureka loamy fine sand, 0 to 2 percent slopes” soil series consists of nearly level soil that has a clayey subsoil and occupies low areas. The internal drainage of the “Eureka loamy fine sand, 0 to 2 percent slopes” is poor and the soil permeability is very slow. According to the Soil Survey, the seasonal high water table for the “Eureka loamy fine sand, 0 to 2 percent slopes” soil series is typically within 10 inches of the natural ground surface.

The “Bluff and Manatee soils, frequently flooded” soil series consists of nearly level soils on flood plains of the St. Johns and Wekiva Rivers. About 30 percent of this soil series consists of Bluff sandy clay and 25 percent consists of Manatee fine sand. The internal drainage of the Bluff soil is poor and the internal drainage of the Manatee soil is very poor. According to the Soil Survey, the seasonal high water table for the “Bluff and Manatee soils, frequently flooded” soil series is at the ground surface most of the year and flooded for more than 2 months during most years.

The “Lochloosa sand” soil series consists of nearly level to gently sloping sandy soil with a loamy subsoil that occurs mainly on the upland ridge and to a lesser extent in the flatwoods, knolls and ridges. The internal drainage of the “Lochloosa sand” is somewhat poorly drained and the soil permeability is rapid to a depth of about 33 inches and moderate below. According to the Soil Survey, the seasonal high water table for the “Lochloosa sand” soil series is typically within 40 to 60 inches of the natural ground surface.

The “Wauchula sand” soil series consists of nearly level sandy soil with a loamy subsoil below a layer of stained organic matter. The internal drainage of the “Wauchula sand” is poor and the soil permeability is rapid to a depth of about 22 inches and moderately rapid below to a depth of 80 inches. According to the Soil Survey, the seasonal high water table for the “Wauchula sand” soil series is typically within 10 inches of the natural ground surface for about 2 months.

FIELD EXPLORATION PROGRAM

SPT and Auger Borings

The field exploration program included performing 7 Standard Penetration Test (SPT) borings and 7 auger borings. The SPT borings were advanced to depths ranging from 20 to 25 feet below the ground surface using the methodology outlined in ASTM D-1586. A summary of this field procedure is included in the Appendix. Split-spoon soil samples recovered during performance of the borings were visually classified in the field and representative portions of the samples were transported to our laboratory in sealed sample jars.

The auger borings were drilled using a truck-mounted, 4-inch diameter, continuous flight auger to a depth of 20 feet below the ground surface. A summary of this field procedure is included in the Appendix. Representative soil samples were recovered from the auger borings and transported to our laboratory for further analysis.

The groundwater level at each of the boring locations was measured during drilling. The borings were backfilled with soil cuttings.

Test Pits

Fourteen test pits were performed on June 22, 2021 using a backhoe and operator for the purpose of exploring for potential environmental concerns within the uncontrolled fill area on a portion of the site for a separate environmental assessment report. Results of the soil stratigraphy and groundwater level data from the test pits have been included in this report. The test pits were excavated to depths ranging from approximately 4 to 10 feet below the existing ground surface. Ardaman & Associates Senior Technician Mr. Ken Nicholson observed and logged the test pits. The test pits were backfilled with soil that was excavated from the test pits.

Test Locations

The approximate locations of the borings and test pits are schematically illustrated on an aerial photograph shown on Figure 3. These locations were determined in the field by Global Positioning System (GPS) utilizing hand-held GPS equipment and coordinates obtained from Google Earth V6.1. Boring locations should be considered accurate only to the degree implied by the method of locating used.

LABORATORY PROGRAM

Representative soil samples obtained from the borings during our field sampling operation were packaged and transferred to our laboratory for further visual examination and classification. The soil samples were visually classified in general accordance with the Unified Soil Classification System (ASTM D-2488. The resulting soil descriptions are shown on the soil boring profiles presented on Figures 4 and 5.

In addition, we conducted 1 organic content test (ASTM D2974-87), 1 natural moisture content test (ASTM D2216), 5 percent fines analyses (ASTM D1140), and 1 Atterberg limits test (ASTM D4318) on selected soil samples obtained from the borings. The results of these tests are presented adjacent to the sample depth on the boring profiles on Figures 4 and 5.

The materials excavated from the test pits were observed and visually described in the field and should be considered rough, limited soil descriptions only, since samples of the soils were not observed under laboratory conditions. The primary purpose of observing the test pits was to observe the nature of debris for potential contamination reasons. The description of materials observed in the test pits is presented on Figure 6.

GENERAL SUBSURFACE CONDITIONS

General Soil Profile - Soil Borings

The results of the field exploration and laboratory programs are graphically summarized on the soil boring and test pit profiles presented on Figures 4 and 5. The stratification of the boring profiles represents our interpretation of the field boring logs and the results of laboratory examinations of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.

The results of the borings indicate the following general soil profile:

Depth Below Ground Surface (feet)		Description
From	To	
0	16	Loose to dense fine sand (SP), fine sand with silt (SP-SM), fine sand with clay (SP-SC), clayey fine sand (SC) and firm to stiff sandy clay to clay (CH)
16	25	Loose to very dense fine sand (SP), fine sand with silt (SP-SM), fine sand with clay (SP-SC) and clayey fine sand (SC)

The soil profile from the borings is outlined in general terms only. Please refer to Figures 4 and 5 for soil boring profiles.

General Soil Profile - Test Pits

The test pits were performed in the uncontrolled fill area which included small soil mounds. The test pits generally encountered fine sand (SP), fine sand with silt (SP-SM), fine sand with clay (SP-SC), clayey fine sand (SC) and sandy clay to clay (CH) to the termination depths which varied from 4 to 10 feet below the existing ground surface. Varying amounts of debris were encountered from the ground surface to a depth of approximately 4 feet. The debris generally consisted of concrete, brick, metal and plastic pieces and trace amounts of wood.

The soil profile from the test pits is outlined in general terms only. Please refer to Figure 6 for test pit profile descriptions.

Groundwater Level

The groundwater level was measured in the boreholes during drilling and again in the auger borings after stabilization of the downhole water level. As shown on Figures 4 and 5, groundwater

was encountered at depths that ranged from the existing ground surface to 7.4 feet below the existing ground surface on the dates indicated.

The absence of groundwater data at some of the boring and test pit locations (referenced “GNE” at the bottom of the profiles on Figures 4, 5 and 6) indicates that groundwater was not encountered within the vertical reach of the borings/test pits on the date drilled/excavated. For borings/test pits referenced “GNM” at the bottom of the soil profiles on Figures 4, 5 and 6, groundwater was not measured due to the slow recovery of the groundwater. However, this does not necessarily mean that groundwater would not be encountered within the vertical reach of the borings/test pits on the date drilled/excavated or at some other time. Fluctuation in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings/soundings were conducted.

PRELIMINARY ESTIMATE OF NORMAL SEASONAL HIGH GROUNDWATER LEVEL

The normal seasonal high groundwater level each year is the level in the August-September period at the end of the rainy season during a year of normal (average) rainfall. The water table elevations associated with a higher than normal rainfall and in the extreme case, flood, would be higher to much higher than the normal seasonal high groundwater level. The normal high water levels would more approximate the normal seasonal high groundwater levels.

The seasonal high groundwater level is affected by a number of factors. The drainage characteristics of the soils, the land surface elevation, relief points such as drainage ditches, lakes, rivers, swamp areas, etc., and distance to relief points are some of the more important factors influencing the seasonal high groundwater level.

Based on our interpretation of the site conditions using our boring logs, we preliminarily estimate the normal seasonal high groundwater level at the boring locations to be approximately 2 feet above the groundwater levels measured at the time of our field exploration. Groundwater may perch temporarily at higher levels on top of the clayey fine sand and clay during periods of heavy and/or prolonged rainfall.

We note that the estimated normal seasonal high groundwater level is at or above the existing ground surface at some boring locations. The height to which water may rise above the existing ground surface should be determined by the drainage engineer.

We recommend installing piezometers at the site and monitoring the groundwater levels through the rainy season. Ardaman & Associates would be pleased to provide the piezometer installation and groundwater level monitoring services if requested.

PRELIMINARY ENGINEERING EVALUATION

General

Based on the results of the soil borings and test pits, this site has three soil/groundwater geotechnical issues that will require extraordinary costs for development. These issues include the presence of debris in the uncontrolled fill area, the presence of shallow clayey soil, and the shallow groundwater conditions.

In the uncontrolled fill area shown on Figure 3, the fill contains construction debris and wood as shown in the test pit profiles on Figure 6. Debris will need to be removed from these areas to accommodate development with structures, pavement and/or other hardscape within the uncontrolled fill area.

Clayey soil (Strata 4 and 5 on Figures 4, 5 and 6) is present at shallow depths in some portions of the site. The shallow clayey soil has a propensity to shrink and swell due to changes in moisture content. In addition, clayey soil can be very difficult to moisture condition and compact and can also be problematic because its relatively low permeability promotes ponding of water during and following rainfall. For these reasons, clayey soil that is present at or within 6 feet below footing bottom elevations and slab-on-grade floors and within 2 feet of the bottom of pavement base elevations after grading will need to be over-excavated and backfilled with suitable compacted sand. The clayey soil requiring overexcavation is soil having more than 30 percent fines (i.e.; the percent by dry weight of soil passing the No. 200 sieve). There are alternatives to excavating clayey soil the full 6 feet beneath structures (e.g. reducing the depth of clayey soil excavation and founding structures on structural waffle slabs or mat foundations that can withstand the foundation movement); however, alternatives also include extraordinary costs. As stated previously, we recommend installing piezometers and periodically measuring the depth to groundwater. Clayey soil that exists below the groundwater will not shrink and swell, so the full 6 feet of excavation may not be required in some cases.

Because of the shallow groundwater at this site, a significant amount of fill should be anticipated to elevate the site. The clay and clayey fine sand (Strata 4 and 5 on Figures 4, 5 and 6) encountered in our borings and test pits are generally considered unsuitable for use as fill. The fine sand with clay (Stratum 3 on Figures 4, 5 and 6) is not preferable for use as fill, especially if earthwork occurs during the rainy season.

The following are discussions relative to specific anticipated construction.

Structures

The results of our preliminary exploration indicate that, with proper site preparation (i.e., stripping, grubbing, proofrolling, filling, compacting, etc.), the existing soils, with the exception of the clayey soil (Strata 4 and 5 on Figures 4, 5 and 6) and debris/wood, as encountered in the borings and/or

test pits are suitable for supporting typically loaded one to two-story commercial buildings on conventional shallow foundation systems. Spread footings should provide an adequate foundation system for the structures.

Clayey soil that may be present at or within 6 feet below footing bottom elevations and slab-on-grade floors should be over-excavated and backfilled with compacted sand. The full 6-foot depth of clayey soil excavation may not be required if the clayey soil exists below the groundwater level that is expected during low groundwater conditions.

The debris/wood encountered in the test pits are unsuitable for use as foundation materials and will need to be removed.

The soils beneath any proposed structures should be further evaluated prior to final design when the site plan and foundation loads are available. At that time, foundation design and site preparation recommendations can be prepared.

Pavement

With typical site preparation (i.e; stripping, grubbing, proofrolling, filling, compacting, etc. and with removal of the debris) the existing soils, with the exception of the clayey soil (Strata 4 and 5 on Figures 4, 5 and 6), as encountered in the borings and/or test pits should be suitable foundation soils for the proposed pavements.

In parking/drive areas, the clayey soil (Strata 4 and 5 on Figures 4, 5 and 6) should be removed to a minimum depth of 2 feet below the bottom of pavement base elevation.

Consideration could be given to leaving some of the debris in place in the pavement areas, however, the risk of potentially problematic pavement settlement should be realized. Similar risk would exist in utility areas if the debris is not removed from these areas.

Suitability of On-Site Soils for Fill

The fine sand and fine sand with silt (Strata 1 and 2 without roots and/or organics on Figures 4, 5 and 6) should be suitable to serve as fill soils in structure and pavement areas and, with proper moisture control, should densify using conventional compaction equipment. The fine sand with clay (Stratum 3 without roots and/or organics on Figures 4, 5 and 6) may be used as fill in some applications, but will be more difficult to moisture condition and compact, and is therefore generally considered to be lower quality fill than fine sand and fine sand with silt.

The sandy clay to clay and the clayey fine sand (Strata 4 and 5 on Figures 4, 5 and 6) should not be used as fill where compaction is required.

The soil that was mixed with debris/wood was generally considered suitable soil for use as fill once the debris/wood is removed. Excavation of the debris-laden material for use as fill could be

achieved by excavating the debris with typical earthwork equipment (i.e., front-end loaders and excavators), and using the separated soil for fill. We note that concrete and brick pieces up to 3 inches in size are considered suitable when mixed with soil for use as fill, provided the amount of the concrete and brick pieces does not exceed approximately 10 percent by volume, and provided the concrete and brick pieces are thoroughly dispersed throughout the fill soil.

Stormwater Ponds

The fine sand and fine sand with silt (Strata 1 and 2 on Figures 4, 5 and 6) are generally considered to be relatively permeable. The fine sand with clay, clayey fine sand and sandy clay to clay (Strata 3, 4 and 5 on Figures 4, 5 and 6) are likely less permeable than the fine sand and fine sand with silt, and should be considered to be aquitards for retention pond drawdown evaluation. Because of the shallow groundwater and low permeability soils, it is likely the wet stormwater ponds will be the preferred type of pond for this site.

CLOSURE

The preliminary geotechnical evaluation submitted herein is based on the data obtained from the soil borings and test pits presented on Figures 4, 5 and 6. This report does not reflect any variations which may occur adjacent to or between the borings or test pits. The nature and extent of the variations adjacent to or between the borings or test pits may not become evident until during further exploration and/or construction. Detailed site preparation and foundation recommendations can be provided once the finalized site plan is available and foundation and traffic loads are known and additional exploration and testing are completed.

We recommend installing piezometers as soon as possible and measuring groundwater levels monthly. The information obtained is important to design of this development and will have a bearing on the cost of development. Ardaman & Associates would be pleased to install the piezometers and measure the groundwater levels, if requested.

This preliminary study is based on a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential. This study does not include an evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface.

This report has been prepared for the exclusive use of Flagship Companies Group, LLC in accordance with generally accepted geotechnical engineering practices for the purpose of preliminary exploration and geotechnical engineering evaluation for the proposed drive-in theater and self-storage facilities on C.R. 44 in Eustis, Florida. No other warranty, expressed or implied, is made.

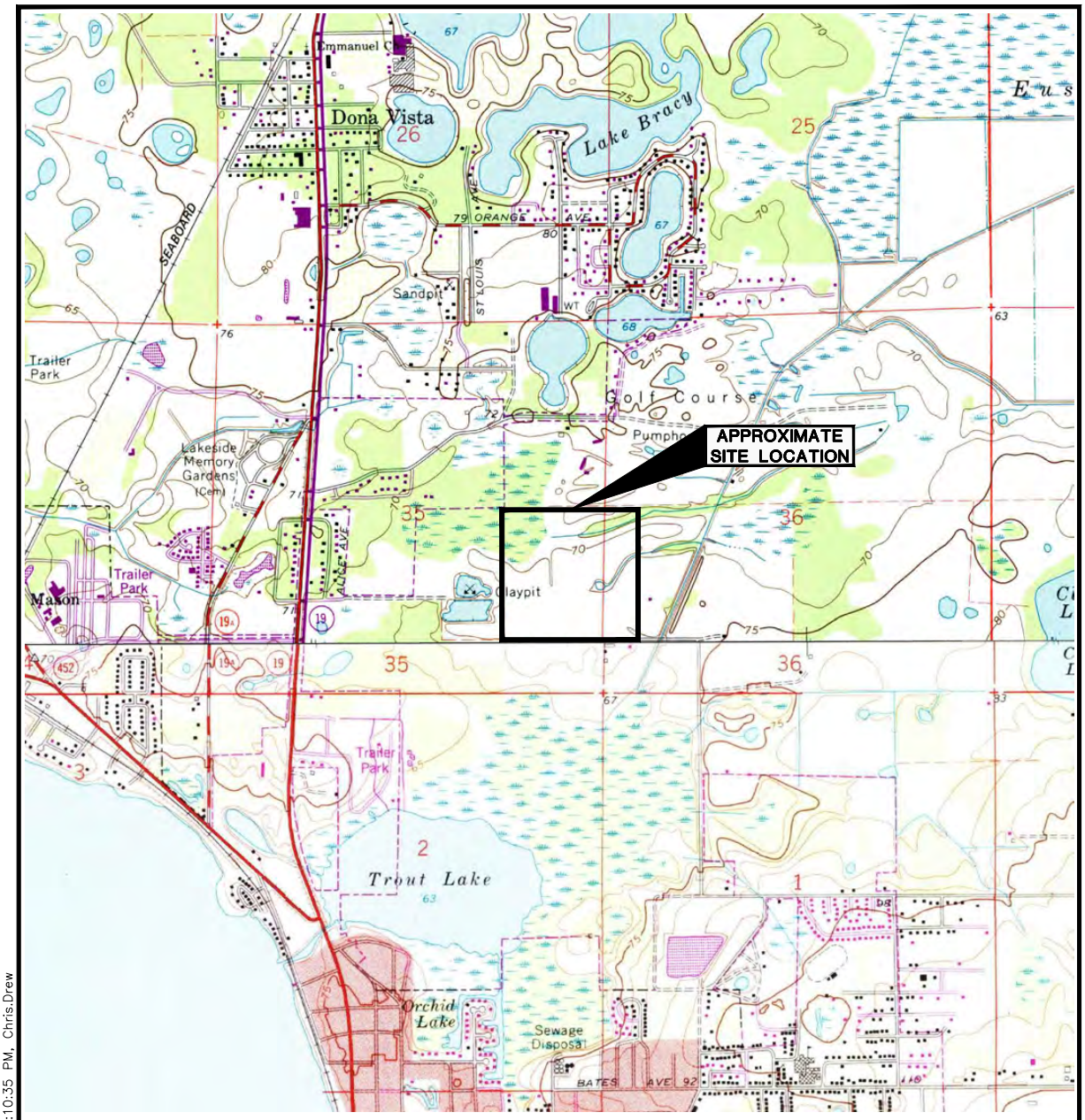
We are pleased to be of assistance to you on this phase of the project. When we may be of further service to you or should you have any questions, please contact us.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950

Eric C. Balog, P.E.
Project Engineer

Charles H. Cunningham, P.E.
Orlando Branch Manager

ECB/CHC/ecb
21-6376 Proposed Drive In Theater and Self Storage Eustis.docx (Geo 2021)



SECTIONS 35 AND 36
TOWNSHIP 18 SOUTH
RANGE 27 EAST

OBTAINED FROM U.S.G.S. QUAD MAP: UMATILLA, FLORIDA 1965
(PHOTOREVISED 1980)
(PHOTOINSPECTED 1985)

N

0 1000 2000
SCALE: (FEET)



QUADRANGLE LOCATION

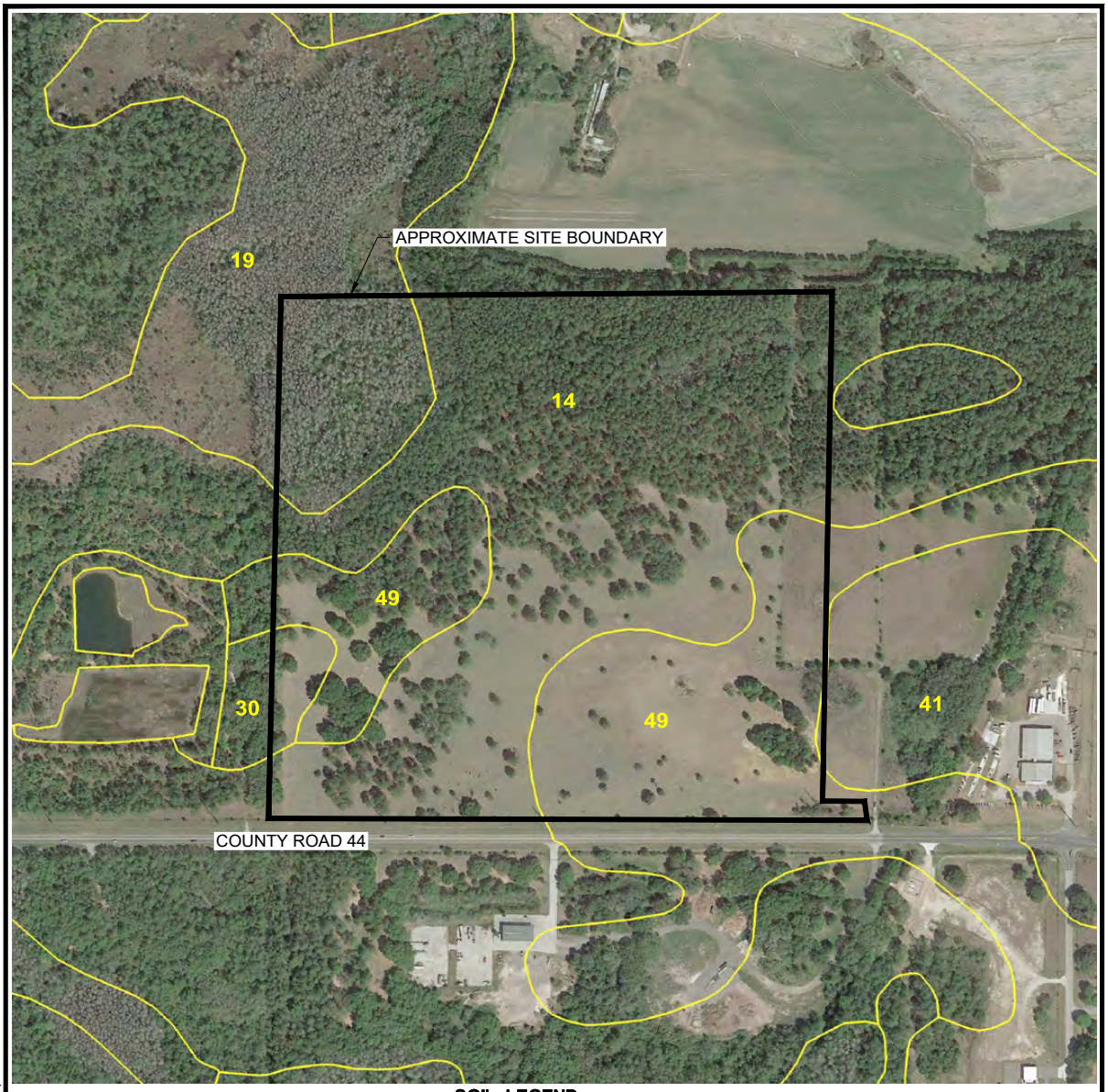
SITE LOCATION MAP

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PRELIMINARY
SUBSURFACE SOIL EXPLORATION
PROPOSED DRIVE-IN THEATER
AND SELF STORAGE
COUNTY ROAD 44
EUSTIS, LAKE COUNTY, FLORIDA

DRAWN BY: Chris Drew		DATE: 07/20/21
FILE NO. 21-6376	APPROVED BY: Eric C. Balog, P.E.	FIGURE: 1

T:\Orlando\21\21-6376\21637601.dwg 8/03/2021 1:10:35 PM Chris.Drew



SOIL LEGEND

14 - EUREKA LOAMY FINE SAND, 0 TO 2 PERCENT SLOPES
19 - BLUFF AND MANATEE SOIL, FREQUENTLY FLOODED
30 - LOCHLOOSA SAND
41 - POMELLO SAND, 0 TO 5 PERCENT SLOPES
49 - WAUCHULA SAND

NOTES:
1. AERIAL PHOTO OBTAINED FROM GOOGLE EARTH PRO, DATED 3/17/2017.
2. SOIL SURVEY INFORMATION OBTAINED FROM U.S. DEPARTMENT OF AGRICULTURAL, NATURAL RESOURCES CONSERVATION SERVICE, DATED 08/28/07.

N

0 250 500
SCALE: (FEET)

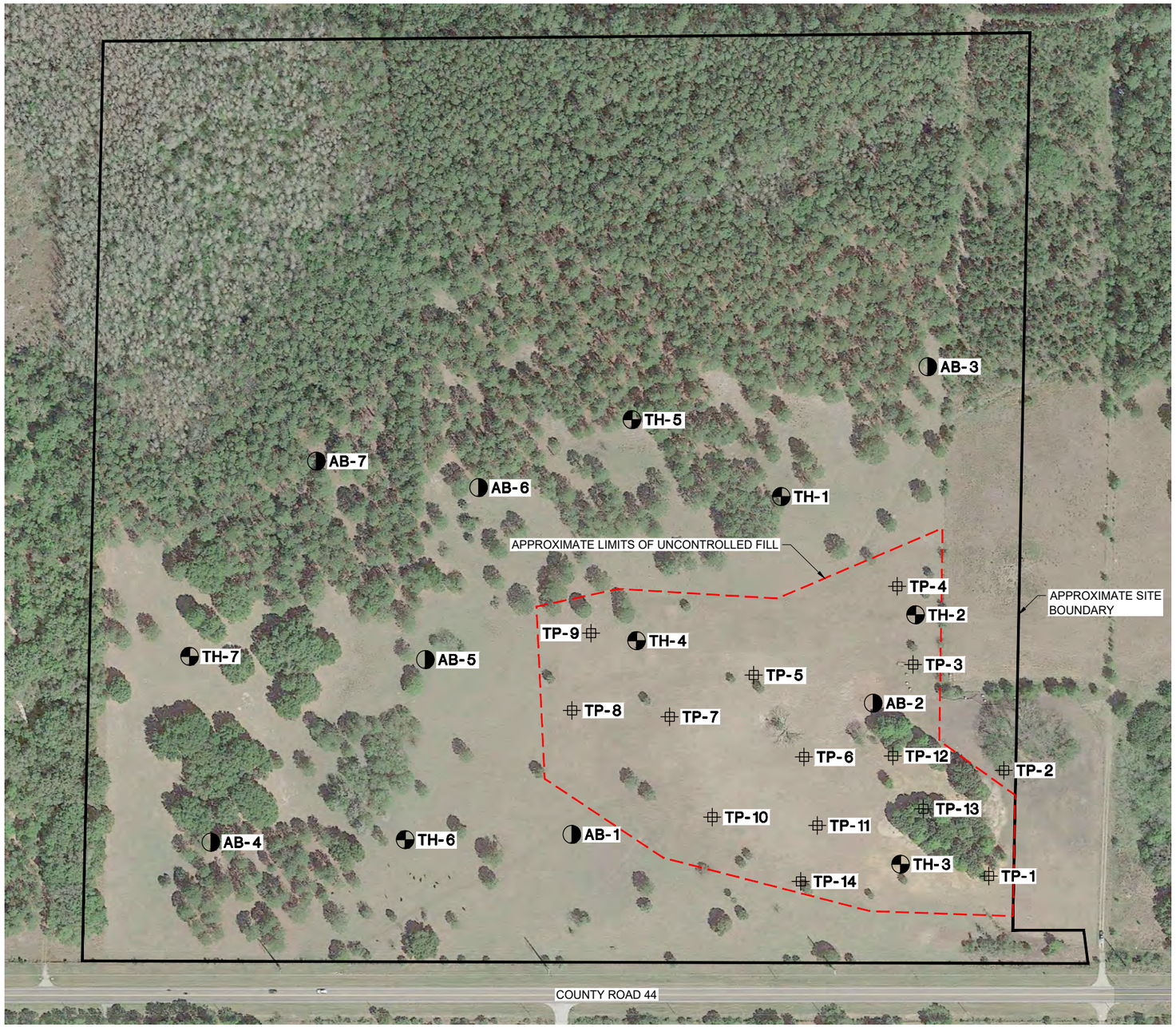
SOIL SURVEY MAP

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PRELIMINARY
SUBSURFACE SOIL EXPLORATION
PROPOSED DRIVE-IN THEATER
AND SELF STORAGE
COUNTY ROAD 44
EUSTIS, LAKE COUNTY, FLORIDA

DRAWN BY: Chris Drew		DATE: 07/20/21
FILE NO. 21-6376	APPROVED BY: Eric C. Balog, P.E.	FIGURE: 2

T:\Orlando\21\21-6376\21637602.dwg 8/03/2021 1:10:46 PM, Chris.Drew



LEGEND

TH	STANDARD PENETRATION TEST (SPT) BORING LOCATION
AB	AUGER BORING LOCATION
TP	TEST PIT LOCATION

NOTE: THE AERIAL PHOTOGRAPH FOR THE BORING AND THE TEST PIT LOCATION MAP WAS OBTAINED FROM GOOGLE EARTH PRO, IMAGERY DATE: 3/17/2017.

N

0 100 200
SCALE: (FEET)

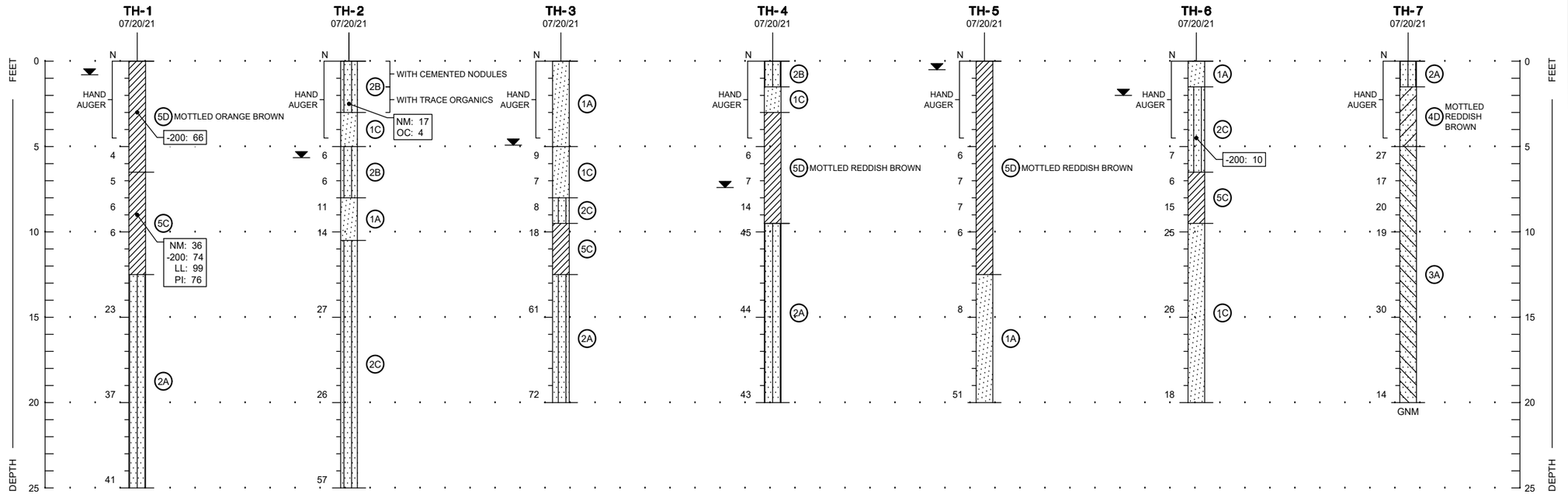
BORING AND TEST PIT LOCATION PLAN

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PRELIMINARY
SUBSURFACE SOIL EXPLORATION
PROPOSED DRIVE-IN THEATER
AND SELF STORAGE
COUNTY ROAD 44
EUSTIS, LAKE COUNTY, FLORIDA

DRAWN BY: Chris Drew		DATE: 07/20/21
FILE NO. 21-6376	APPROVED BY: Eric C. Balog, P.E.	FIGURE: 3

T:\Orlando\21\21-6376\21637603.dwg 8/03/2021 1:10:56 PM, Chris.Drew



LEGEND

SOIL DESCRIPTIONS

1	FINE SAND (SP)
2	FINE SAND WITH SILT (SP-SM)
3	FINE SAND WITH CLAY (SP-SC)
4	CLAYEY FINE SAND (SC)
5	SANDY CLAY TO CLAY (CH)

COLORS

A	LIGHT BROWN TO BROWN
B	DARK BROWN
C	LIGHT GRAY TO GRAY
D	DARK GRAY

TH	STANDARD PENETRATION TEST (SPT) BORING
N	STANDARD PENETRATION RESISTANCE IN BLOWS PER FOOT
NM	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D-2216)
-200	PERCENT PASSING NO. 200 SIEVE SIZE (PERCENT FINES)(ASTM D-1140)
OC	ORGANIC CONTENT IN PERCENT (ASTM D-2974)
LL	LIQUID LIMIT (ASTM D-4318)
PI	PLASTICITY INDEX (ASTM D-4318)
▼	GROUNDWATER LEVEL MEASURED ON DATE DRILLED
GNM	GROUNDWATER NOT MEASURED DUE TO SLOW GROUNDWATER RECOVERY
SP,SP-SM SM,SC,CH	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D-2487)

NOTES:
1. UPON COMPLETION OF EACH BORING, THE BOREHOLE WAS BACKFILLED WITH SOIL CUTTINGS.
2. ALL SPT BORINGS WERE PERFORMED USING AN AUTOMATIC HAMMER TO THE BORING TERMINATION DEPTH. AUTOMATIC HAMMER N-VALUES MAY BE CONVERTED TO EQUIVALENT SAFETY HAMMER N-VALUES BY MULTIPLYING BY 1.24.

ENGINEERING CLASSIFICATION

I COHESIONLESS SOILS

DESCRIPTION	BLOW COUNT "N"
VERY LOOSE	<4
LOOSE	4 TO 10
MEDIUM DENSE	10 TO 30
DENSE	30 TO 50
VERY DENSE	>50

II COHESIVE SOILS

DESCRIPTION	UNCONFINED COMPRESSIVE STRENGTH, QU, TSF	BLOW COUNT "N"
VERY SOFT	<1/4	<2
SOFT	1/4 TO 1/2	2 TO 4
FIRM	1/2 TO 1	4 TO 8
STIFF	1 TO 2	8 TO 15
VERY STIFF	2 TO 4	15 TO 30
HARD	>4	>30

WHILE THE BORINGS ARE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT THEIR RESPECTIVE LOCATIONS AND FOR THEIR RESPECTIVE VERTICAL REACHES, LOCAL VARIATIONS CHARACTERISTIC OF THE SUBSURFACE MATERIALS OF THE REGION ARE ANTICIPATED AND MAY BE ENCOUNTERED. THE BORING LOGS AND RELATED INFORMATION ARE BASED ON THE DRILLER'S LOGS AND VISUAL EXAMINATION OF SELECTED SAMPLES IN THE LABORATORY. THE DELINEATION BETWEEN SOIL TYPES SHOWN ON THE LOGS IS APPROXIMATE AND THE DESCRIPTION REPRESENTS OUR INTERPRETATION OF SUBSURFACE CONDITIONS AT THE DESIGNATED BORING LOCATIONS ON THE PARTICULAR DATE DRILLED.

GROUNDWATER ELEVATIONS SHOWN ON THE BORING LOGS REPRESENT GROUNDWATER SURFACES ENCOUNTERED ON THE DATES SHOWN. FLUCTUATIONS IN WATER TABLE LEVELS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR. ABSENCE OF WATER SURFACE DATA IN THE BORING IMPLIES THAT NO GROUNDWATER DATA IS AVAILABLE, BUT DOES NOT NECESSARILY MEAN THAT GROUNDWATER WILL NOT BE ENCOUNTERED AT THIS LOCATION OR WITHIN THE VERTICAL REACHES OF THIS BORING IN THE FUTURE.

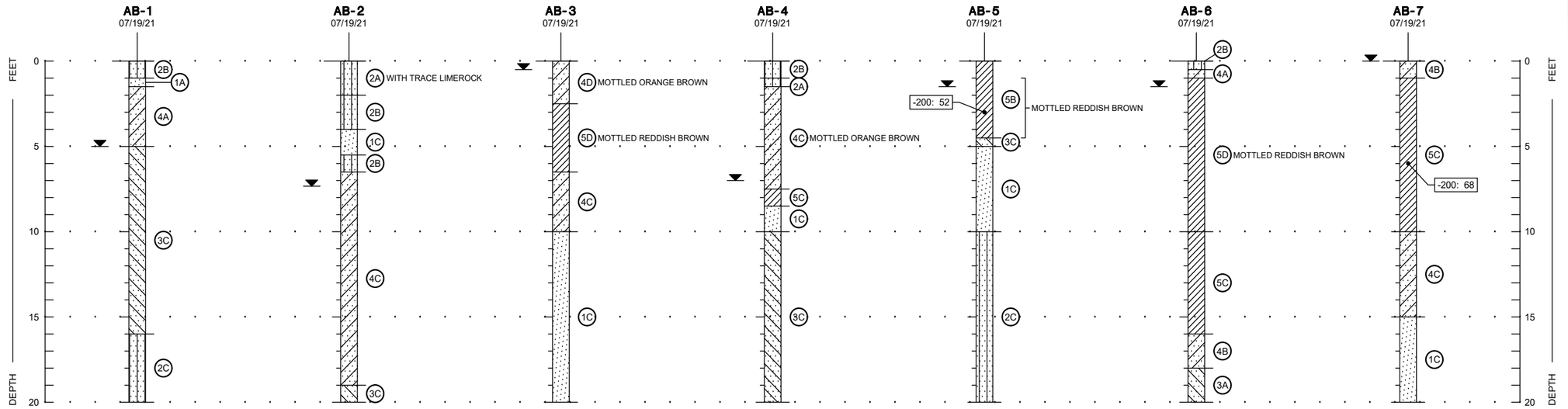
SOIL BORING PROFILES

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PRELIMINARY
SUBSURFACE SOIL EXPLORATION
PROPOSED DRIVE-IN THEATER
AND SELF STORAGE
COUNTY ROAD 44
EUSTIS, LAKE COUNTY, FLORIDA

DRAWN BY: Chris Drew	DATE: 07/20/21
FILE NO. 21-6376	APPROVED BY: Eric C. Balog, P.E.
	FIGURE: 4

T:\Orlando\21\21-6376\21637604.dwg 8/03/2021 1:11:06 PM, Chris.Drew



LEGEND

SOIL DESCRIPTIONS

1. FINE SAND (SP)
2. FINE SAND WITH SILT (SP-SM)
3. FINE SAND WITH CLAY (SP-SC)
4. CLAYEY FINE SAND (SC)
5. SANDY CLAY TO CLAY (CH)

COLORS

- A LIGHT BROWN TO BROWN
- B DARK BROWN
- C LIGHT GRAY TO GRAY
- D DARK GRAY

AB	AUGER BORING
NM	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D-2216)
-200	PERCENT PASSING NO. 200 SIEVE SIZE (PERCENT FINES)(ASTM D-1140)
OC	ORGANIC CONTENT IN PERCENT (ASTM D-2974)
LL	LIQUID LIMIT (ASTM D-4318)
PI	PLASTICITY INDEX (ASTM D-4318)
▼	GROUNDWATER LEVEL MEASURED ON DATE DRILLED
SP,SP-SM SM,SC,CH	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D-2487)

NOTE: UPON COMPLETION OF EACH BORING, THE BOREHOLE WAS BACKFILLED WITH SOIL CUTTINGS.

WHILE THE BORINGS ARE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT THEIR RESPECTIVE LOCATIONS AND FOR THEIR RESPECTIVE VERTICAL REACHES, LOCAL VARIATIONS CHARACTERISTIC OF THE SUBSURFACE MATERIALS OF THE REGION ARE ANTICIPATED AND MAY BE ENCOUNTERED. THE BORING LOGS AND RELATED INFORMATION ARE BASED ON THE DRILLER'S LOGS AND VISUAL EXAMINATION OF SELECTED SAMPLES IN THE LABORATORY. THE DELINEATION BETWEEN SOIL TYPES SHOWN ON THE LOGS IS APPROXIMATE AND THE DESCRIPTION REPRESENTS OUR INTERPRETATION OF SUBSURFACE CONDITIONS AT THE DESIGNATED BORING LOCATIONS ON THE PARTICULAR DATE DRILLED.

GROUNDWATER ELEVATIONS SHOWN ON THE BORING LOGS REPRESENT GROUNDWATER SURFACES ENCOUNTERED ON THE DATES SHOWN. FLUCTUATIONS IN WATER TABLE LEVELS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR. ABSENCE OF WATER SURFACE DATA IN THE BORING IMPLIES THAT NO GROUNDWATER DATA IS AVAILABLE, BUT DOES NOT NECESSARILY MEAN THAT GROUNDWATER WILL NOT BE ENCOUNTERED AT THIS LOCATION OR WITHIN THE VERTICAL REACHES OF THIS BORING IN THE FUTURE.

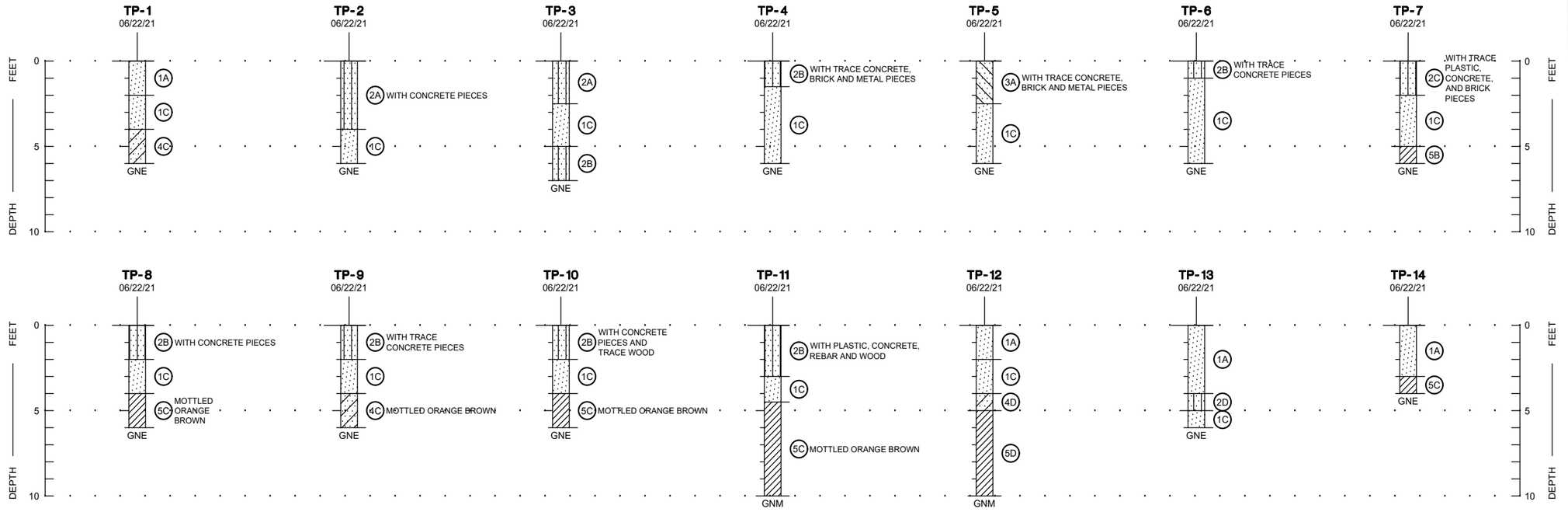
SOIL BORING PROFILES

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PRELIMINARY
SUBSURFACE SOIL EXPLORATION
PROPOSED DRIVE-IN THEATER
AND SELF STORAGE
COUNTY ROAD 44
EUSTIS, LAKE COUNTY, FLORIDA

DRAWN BY: Chris Drew		DATE: 07/20/21
FILE NO. 21-6376	APPROVED BY: Eric C. Balog, P.E.	FIGURE: 5

T:\Orlando\21\21-6376\21637604.dwg 8/03/2021 1:11:11 PM, Chris.Drew



LEGEND

SOIL DESCRIPTIONS

- (1) FINE SAND (SP)
- (2) FINE SAND WITH SILT (SP-SM)
- (3) FINE SAND WITH CLAY (SP-SC)
- (4) CLAYEY FINE SAND (SC)
- (5) SANDY CLAY TO CLAY (CH)

COLORS

- (A) LIGHT BROWN TO BROWN
- (B) DARK BROWN
- (C) LIGHT GRAY TO GRAY
- (D) DARK GRAY

TP TEST PIT PROFILE

GNE GROUNDWATER NOT ENCOUNTERED ON DATE EXCAVATED

GNM GROUNDWATER LEVEL NOT MEASURED DUE TO SLOW GROUNDWATER RECOVERY

SP,SP-SM SM,SC,CH UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D-2487)

NOTE: UPON COMPLETION OF EACH TEST PIT, THE EXCAVATION WAS BACKFILLED WITH SOIL CUTTINGS.

WHILE THE TEST PITS ARE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT THEIR RESPECTIVE LOCATIONS AND FOR THEIR RESPECTIVE VERTICAL REACHES, LOCAL VARIATIONS CHARACTERISTIC OF THE SUBSURFACE MATERIALS OF THE REGION ARE ANTICIPATED AND MAY BE ENCOUNTERED. THE TEST PIT LOGS AND RELATED INFORMATION ARE BASED ON THE EXCAVATOR'S LOGS AND VISUAL EXAMINATION OF SELECTED SAMPLES IN THE FIELD. THE DELINEATION BETWEEN SOIL TYPES SHOWN ON THE LOGS IS APPROXIMATE AND THE DESCRIPTION REPRESENTS OUR INTERPRETATION OF SUBSURFACE CONDITIONS AT THE DESIGNATED TEST PIT LOCATIONS ON THE PARTICULAR DATE EXCAVATED.

GROUNDWATER ELEVATIONS SHOWN ON THE TEST PIT LOGS REPRESENT GROUNDWATER SURFACES ENCOUNTERED ON THE DATES SHOWN. FLUCTUATIONS IN WATER TABLE LEVELS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR. ABSENCE OF WATER SURFACE DATA IN THE TEST PIT IMPLIES THAT NO GROUNDWATER DATA IS AVAILABLE, BUT DOES NOT NECESSARILY MEAN THAT GROUNDWATER WILL NOT BE ENCOUNTERED AT THIS LOCATION OR WITHIN THE VERTICAL REACHES OF THIS TEST PIT IN THE FUTURE.

TEST PIT PROFILES

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PRELIMINARY
SUBSURFACE SOIL EXPLORATION
PROPOSED DRIVE-IN THEATER
AND SELF STORAGE
COUNTY ROAD 44
EUSTIS, LAKE COUNTY, FLORIDA

DRAWN BY: Chris Drew		DATE: 07/20/21
FILE NO. 21-6376	APPROVED BY: Eric C. Balog, P.E.	FIGURE: 6

T:\Orlando\21\21-6376\21637604.dwg 8/03/2021 1:11:16 PM, Chris.Drew

APPENDIX

Standard Penetration Test and Auger Boring Procedures

STANDARD PENETRATION TEST

The standard penetration test is a widely accepted test method of *in situ* testing of foundation soils (ASTM D 1586). A 2-foot long, 2-inch O.D. split-barrel sampler attached to the end of a string of drilling rods is driven 18 inches into the ground by successive blows of a 140-pound hammer freely dropping 30 inches. The number of blows needed for each 6 inches of penetration is recorded. The sum of the blows required for penetration of the second and third 6-inch increments of penetration constitutes the test result or N-value. After the test, the sampler is extracted from the ground and opened to allow visual examination and classification of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load.

The tests are usually performed at 5-foot intervals. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is a bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, NX-size flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid.

Representative split-spoon samples from the soils are brought to our laboratory in air-tight jars for further evaluation and testing, if necessary. Samples not used in testing are stored for 30 days prior to being discarded.

AUGER BORINGS

Auger borings are used when continuous sampling of soil strata close to ground surface is desired. A 4-inch diameter, continuous flite, helical auger with a cutting head at its end is screwed into the ground in 5-foot sections. It is powered by the rotating action of the Kelly bar of a rotary drill rig. The sample is recovered by withdrawing the auger out of the ground without rotating it. The soil sample so obtained, is classified and representative samples put in bags or jars and brought back to the laboratory for classification testing.

Austin Environmental Consultants, Inc.
316 Church Street • Kissimmee, Florida • 34741 • Phone: 407.935.0535

July 23, 2021

Flagship Companies Group, LLC
ATTN: Ted Bolin, Chief Executive Officer
1190 Business Center Drive, Suite 2000
Lake Mary, Florida 32746

Submitted via email: tbolin@flagshipcg.com

RE: Ecological Site Assessment

Mr. Bolin,

On July 8, 2021, a biologist with Austin Environmental Consultants, Inc. (AEC) visited parcels 24-18-26-0405-000-00900, 24-18-26-0405-000-00101, 24-18-26-0405-000-01100, 24-18-26-0455-001-00000, and 24-18-26-0405-000-01102 consisting of approximately 72.15 acres in the Eustis area of Lake County, Florida to evaluate the presence of onsite wetlands and review the property for the potential presence of protected species. The property location is depicted on the included **Aerial Map/Location Map**.

METHODOLOGY

A desktop review of available soil data from the USDA NRCS Soil Survey of Lake County was conducted (see attached **Soils Map**).

Land use and vegetative community types located within the property were identified through aerial photograph interpretation, and verified in the field through site investigation. On-site land use forms were classified using the Florida Land Use, Cover, and Forms Classification System (FLUCCS) as defined by the Florida Department of Transportation (FDOT, 1999), and are described below (see attached **FLUCCS Map**).

The site was evaluated for the potential presence of wildlife species listed as threatened (T), endangered (E), or species of special concern (SSC) as defined by the United States Fish and Wildlife Service (USFWS) and/or the Florida Fish and Wildlife Conservation Commission (FWC) and their habitat. AEC scientists conducted a review of available published information from federal and state online databases, and reviewed literature from existing sources useful in identifying the occurrence or potential occurrence of wildlife species listed as T, E, or SSC (collectively recognized as listed species), as defined by USFWS and/or the FWC. In addition, the presence of designated consultation areas, critical habitat, and/or vegetative communities and land uses with the potential to support listed species was evaluated. During the site assessment conducted by AEC, pedestrian transects were performed by staff environmental scientists throughout the subject property. Pedestrian transects were appropriately spaced so as to accurately

determine the presence/absence of protected wildlife species within the subject property.

SOILS

The onsite soil types were classified according to the Soil Survey for Lake County, Florida and available USDA Natural Resource Conservation Service (NRCS) GIS layers (see attached **Soils Map**). As this area is highly developed and landscaped it can be expected that most soils onsite are disturbed. Soil types listed in Table 1 represent pre-existing conditions and do not necessarily match the current, post-development soil conditions.

The onsite soils include five (5) soil types. (see Table 1).

Table 1 – On-site Soil Types		
ID#	Soil Name	Hydric Rating
14	Eureka loamy fine sand	Yes
19	Bluff and Manatee soils, frequently flooded	Yes
30	Lochloosa sand	No
41	Pomello sand	No
49	Wauchula sand	No

VEGETATION

Uplands

Improved Pastures (FLUCCS 211)
This 17.27-acre area land use consists of Bahia grass (*Paspalum notatum*) dominating the groundcover. Additional groundcover vegetation consists of rattle box (*Sesbania sesban*), dog fennel (*Eupatorium capifollium*), and ragweed (*Ambrosia artemisiifolia*). While there was no canopy, sparsely dispersed live oak (*Quercus virginiana*), camphor tree (*Cinnamomum camphora*), cabbage palm (*Sabal palmetto*) and slash pine (*Pinus elliottii*) were observed.

Unimproved Pastures (FLUCCS 212)
This 12.81-acre area land use represents an area that was previously disturbed and consists of ragweed dominating the groundcover. Additional groundcover vegetation consists of dog fennel and Bahia grass.

Hardwood-Conifer Mixed (FLUCCS 434)
This 27.15-acre community is dominated by a mixed canopy of laurel oaks (*Quercus laurifolia*), live oaks (*Q. Virginiana*), long leaf pine (*Pinus palustris*), Monkey earpod tree (*Enterolobium cyclocarpum*), Chinaberry (*Melia azedarach*), with an understory of cabbage palm (*Sabal palmetto*), cherry laurel (*Prunus laurocerasus*), and Chinese tallow (*Triadica sebifera*). The groundcover consisted of Bahia grass (*Paspalum notatum*), cogon grass (*Imperata cylindrica*), American beauty berry (*Calicarpa americana*), and black cherry (*Rubus spp.*).

Wetlands and Other Surface Waters

Ditches (FLUCCS 510)
The site contains a drainage ditch that connects Wetland 5 to Wetlands 4 and 6 (See Waters ID Map). This other surface water (OSW1) is approximately 10.89-acres. Vegetation is primarily comprised of dollar weed (*Hydrocotyle umbellata*), and Lizard's tail (*Saururus cernuus*).

Wetland Forested Mixed (FLUCCS 630)
This 11.86-acres of forested habitat is mainly comprised of cypress trees (*Taxodium distichum*), laurel oaks, red maples (*Acer rubrum*), sweet bay (*Magnolia virginiana*), red bay (*Persea borbonia*) and slash pine along the periphery. The understory consists of wax myrtle (*Myrtica cerifera*), black gum, cabbage palms and red bay. The ground cover includes swamp fern (*Blechnum serrulatum)*), road grass (*Eleocharis baldwinii*), lizard's tail (*Saurus cernuus*) and royal fern (*Osmundastrum cinnamomeum*).

Vegetated Non-forested Wetlands (FLUCCS 640)
Consisting of a variety of herbaceous plants, this 2.56-acre wetland category includes flatsedge (*Cyperus spp.*), road grass (*Eleocharis baldwinii*), soft rush, carpet grass (*Axonopus furcatus*), smart weed (*Polygonum spp.*), turkey tangle frog fruit (*Phyla nodiflora*), camphorweed (*Pluchea spp.*), dog fennel, and Bahia grass.

LISTED SPECIES

Bald Eagle (*Haliaeetus leucocephalus*): The bald eagle was removed from the Endangered Species Act (ESA) in 2007. Although the bald eagle is no longer listed under the ESA, it is still afforded protection by the USFWS under the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. Site reviews did not identify any bald eagle nests on or immediately adjacent to the property. A review of the FWC bald eagle nest database was conducted to determine if there are any known bald eagle nests that could affect development of the property. The database review revealed that the nearest nest (LA159) is approximtely 0.5 mile east of the subject property and will have no effect on the development of the subject property.

Gopher Tortoise (*Gopherus polyphemus*): The gopher tortoise is listed as threatened by the State of Florida, and is a candidate for listing under the federal Endangered Species Act. This widely distributed species utilizes numerous upland habitat types, both native and altered. A pedestrian survey of the subject property found one (1) potentially occupied gopher tortoises burrow within the subject property.

Prior to land clearing and/or construction, it is advised that a 100% survey of all potentially suitable gopher tortoise habitat be performed. Any tortoise burrow that has the potential to be impacted by site manipulation must be excavated/trapped, and any resident tortoise relocated offsite. Accordingly, a permit from the FFWCC will be required to capture and relocate the resident tortoises.

Sand skink (*Neoseps reynoldsi*): The property falls within the USFWS Consultation Area for this federally-listed, threatened species. The USFWS defines suitable habitat within

the Consultation Area to include well-drained, sandy soils that occur on elevations of 82 feet above sea level or higher.



The subject property does not meet the definition of suitable habitat due to its lack of suitable soils and open sandy areas. To the far eastern edge of the property there is a small portion (0.01 acre) mapped as Pomello sand which is listed as a suitable soil by the USFWS for sand skinks. However, this area is heavily overgrown with ragweed and dog fennel.

AEC performed comprehensive pedestrian surveys of the subject property but no potential skink habitat (open sandy areas) was found.

Wood Stork (*Mycteria americana*)
The project is located within the USFWS designated Core Foraging Area (CFA) of several wood stork colonies. The nearest active wood stork colony (Mud Lake OLD) is approximately 18.6 miles northeast of the property. No wood storks were observed during the onsite inspection performed by AEC. Accordingly, the project is not likely to adversely affect the wood stork. Additionally, any mitigation required by the USACE for project impacts to jurisdictional waters (if waters are determined jurisdictional) shall be provided from a federally-approved mitigation bank.

Other Listed Species
The property also falls within the CA for the Florida Scrub-jay (*Aphelocoma coerulecens),* red cockaded woodpecker (*Picoides borealis*), and Everglgades snail kite (*Rostrhamus sociabilis*). However, based on lack of suitable habitat within the site and considerable distance from the nearest documented occurrence of each species, these species are not anticipated to be affected by development of the property.

No other listed species nor sign of their utilization of the property was observed during the site inspection performed in July 2021. Not considering species individually addressed above, no other listed species are anticipated to be affected by development of the property.

If you have any questions about the information contained in this report, please contact Bruce Williams of Austin Environmental Consultants.

Sincerely,

R. Bruce Williams
Environmental Consultant
Austin Environmental Consultants, Inc.

PHOTOS



FLUCCS 211



FLUCCS 212



FLUCCS 434

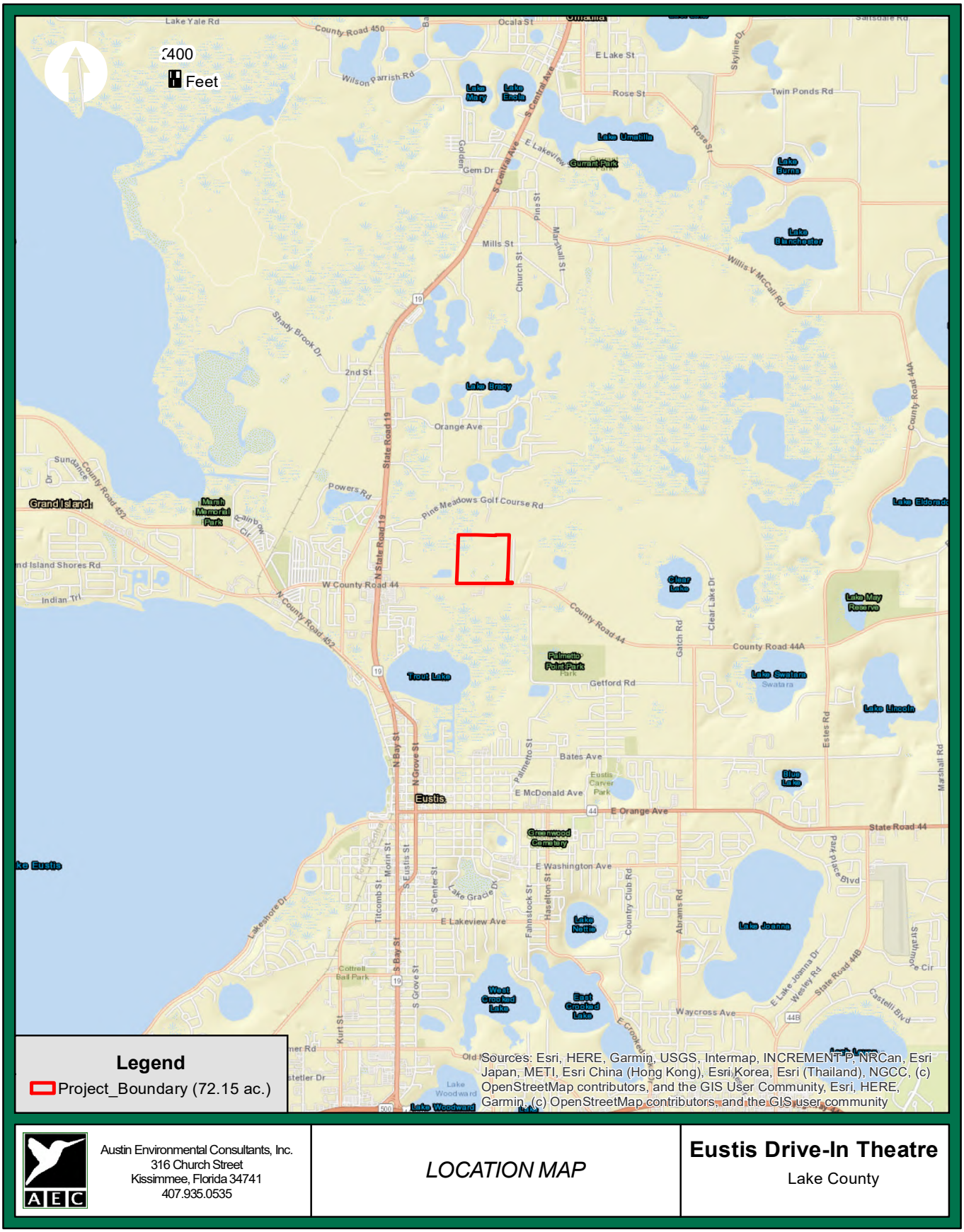


FLUCCS 630



FLUCCS 640

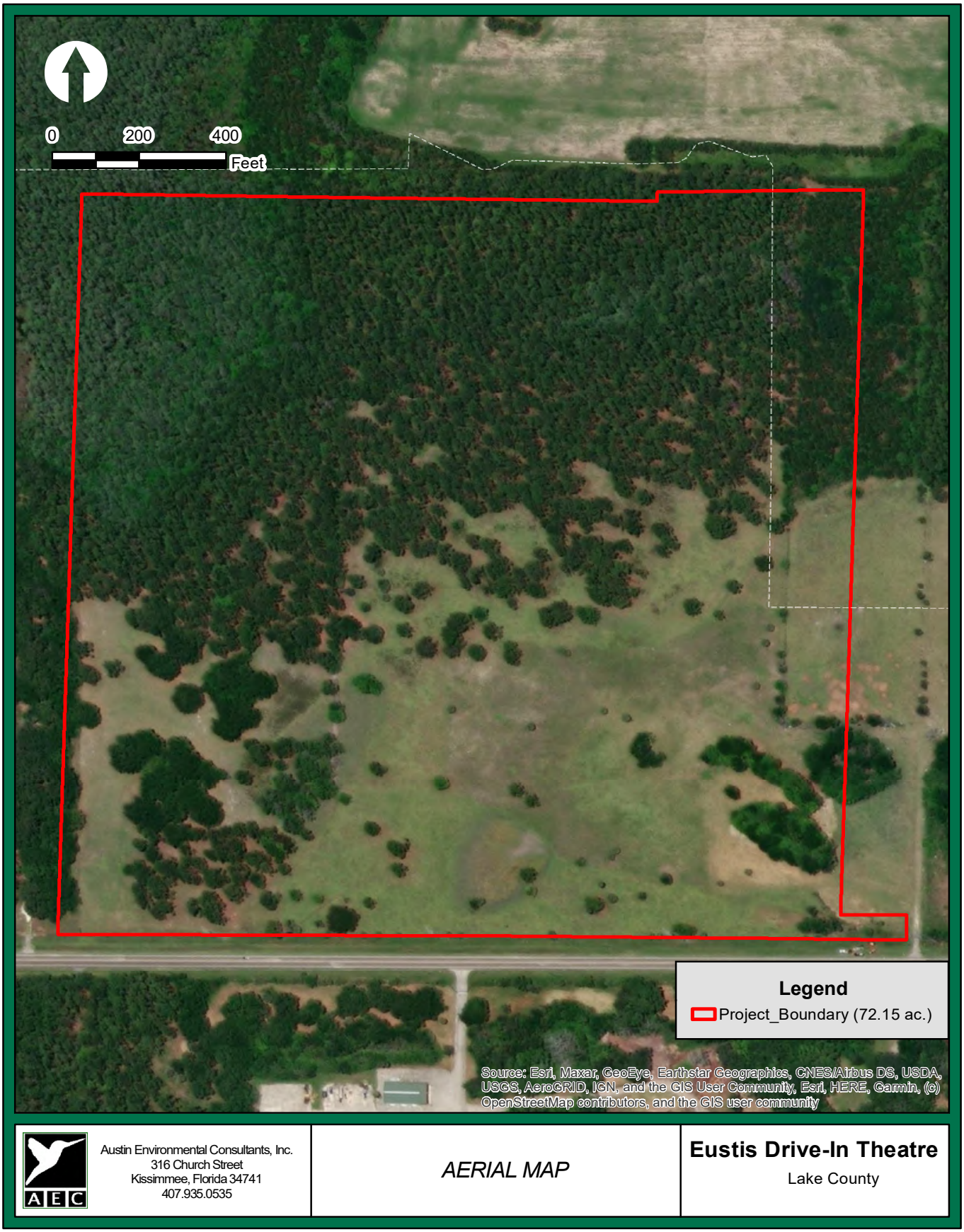
ATTACHMENTS



Austin Environmental Consultants, Inc.
316 Church Street
Kissimmee, Florida 34741
407.935.0535

LOCATION MAP

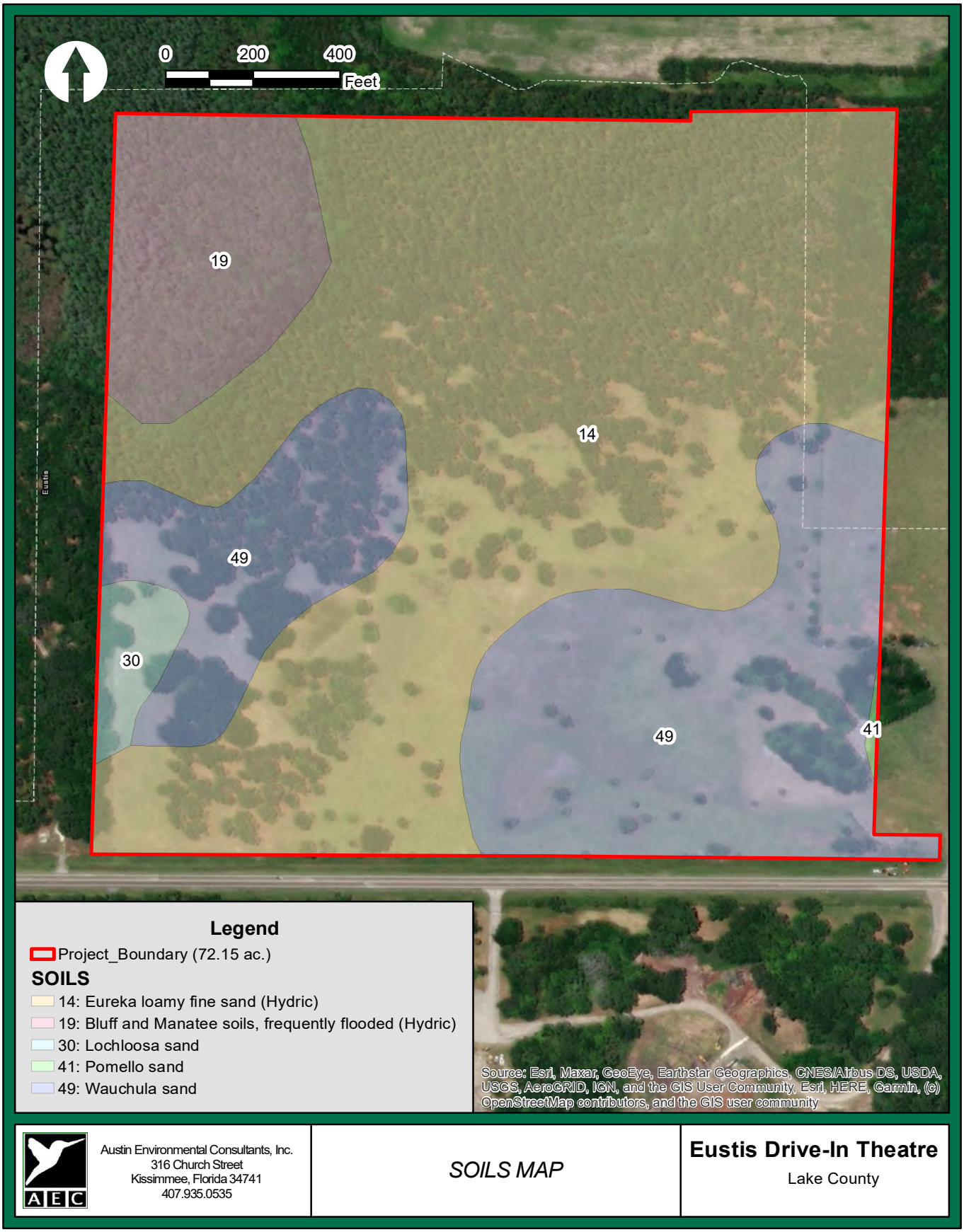
Eustis Drive-In Theatre
Lake County



Austin Environmental Consultants, Inc.
316 Church Street
Kissimmee, Florida 34741
407.935.0535

AERIAL MAP

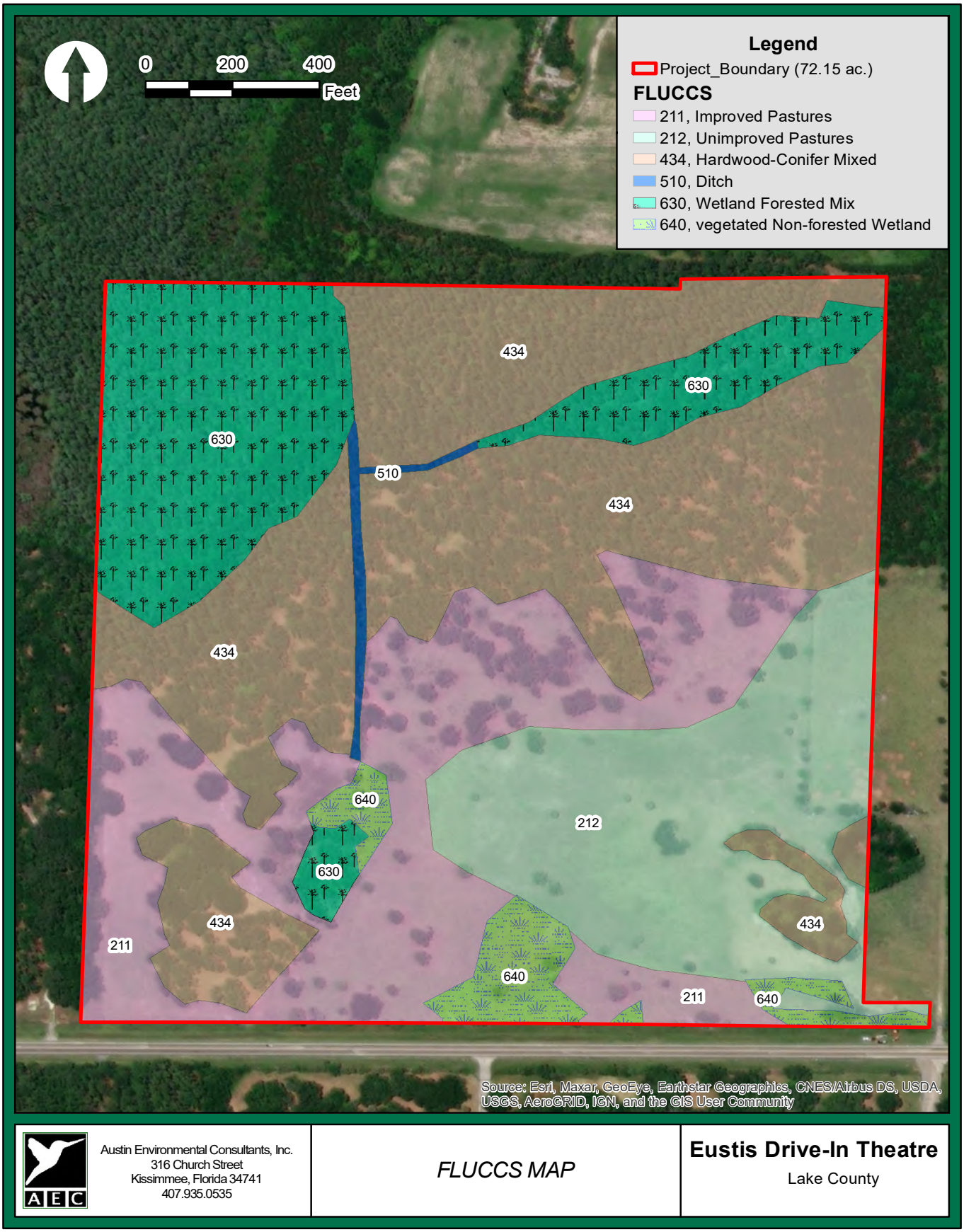
Eustis Drive-In Theatre
Lake County



Austin Environmental Consultants, Inc.
316 Church Street
Kissimmee, Florida 34741
407.935.0535

SOILS MAP

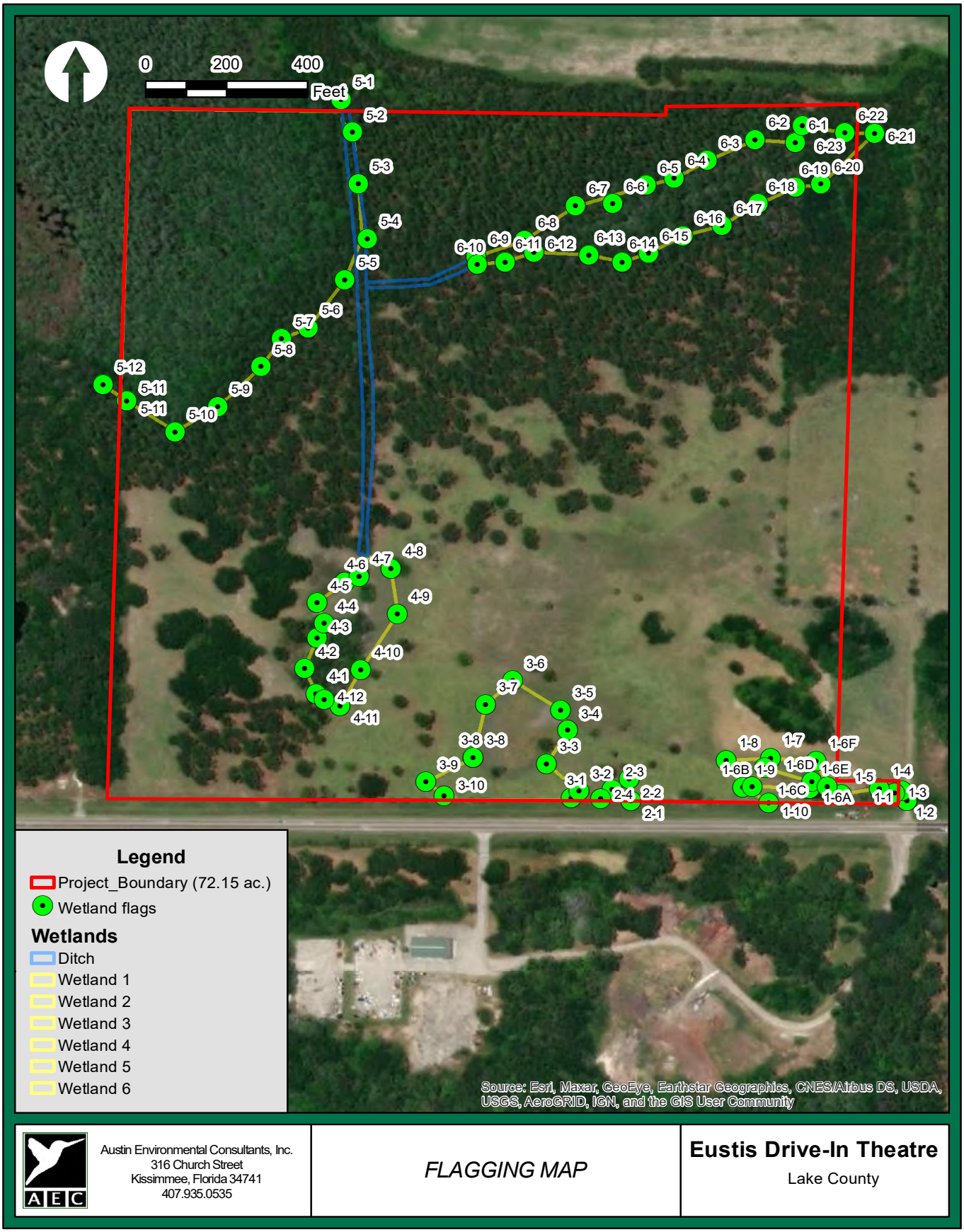
Eustis Drive-In Theatre
Lake County



Austin Environmental Consultants, Inc.
316 Church Street
Kissimmee, Florida 34741
407.935.0535

FLUCCS MAP

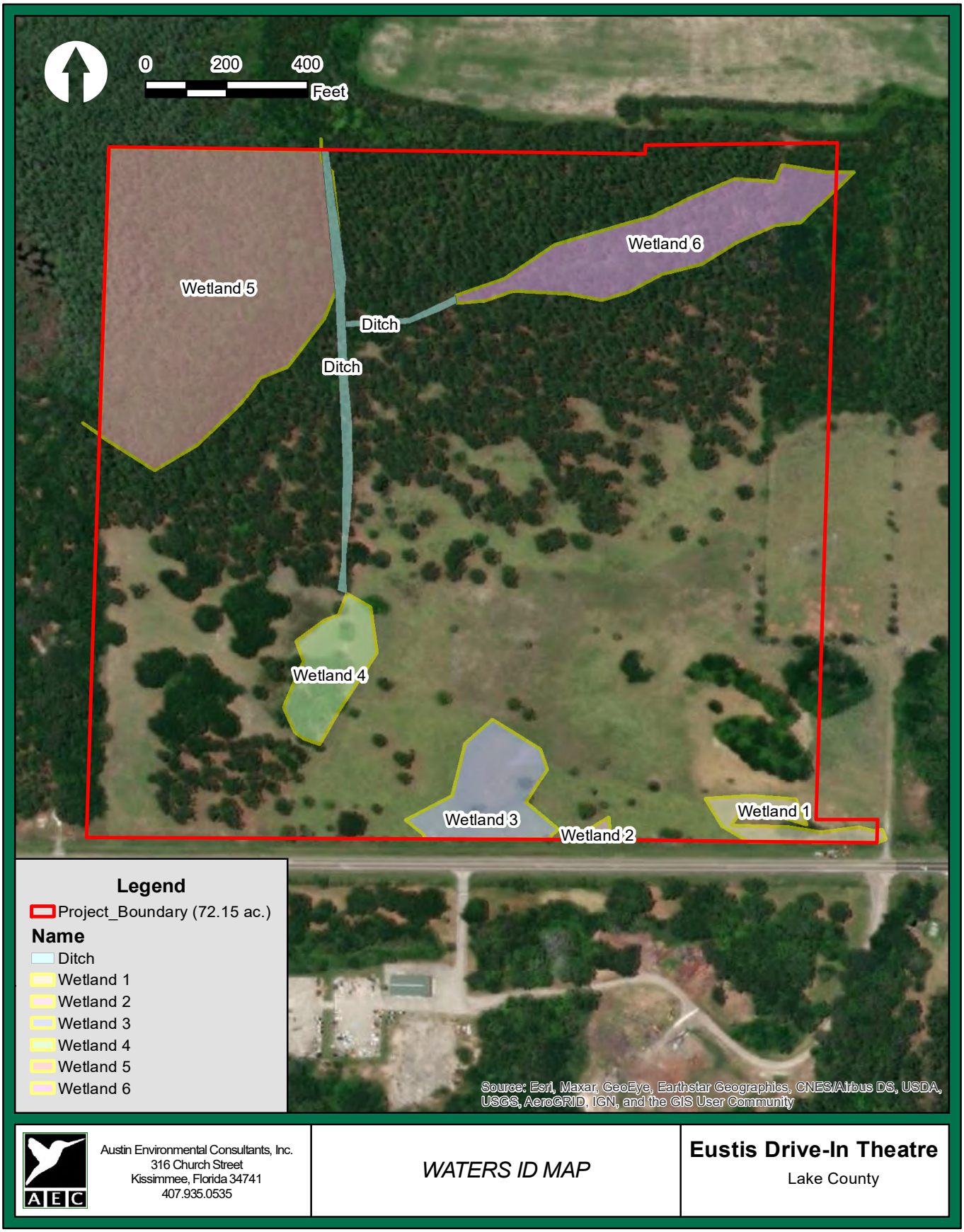
Eustis Drive-In Theatre
Lake County



Austin Environmental Consultants, Inc.
316 Church Street
Kissimmee, Florida 34741
407.935.0535

FLAGGING MAP

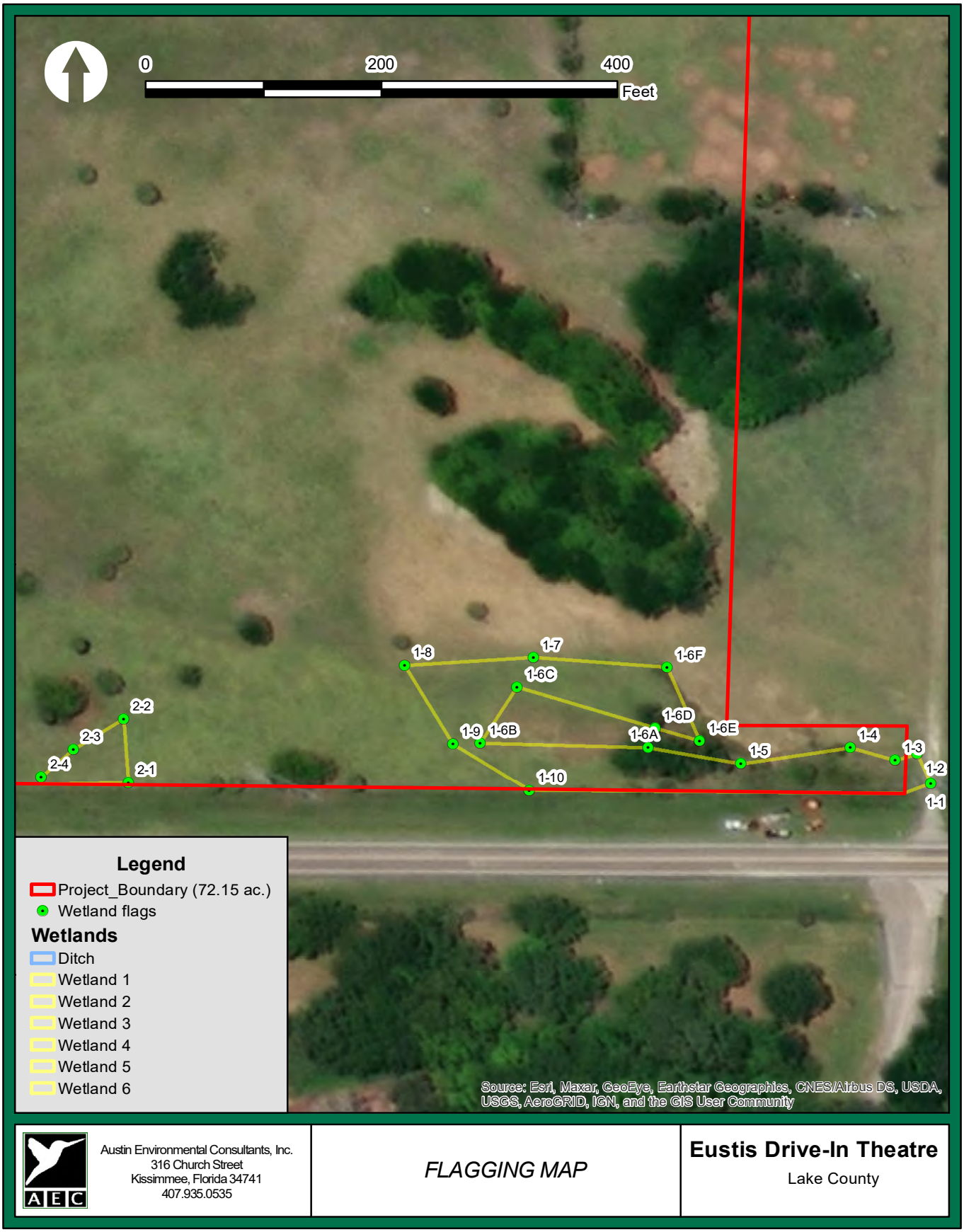
Eustis Drive-In Theatre
Lake County



Austin Environmental Consultants, Inc.
316 Church Street
Kissimmee, Florida 34741
407.935.0535

WATERS ID MAP

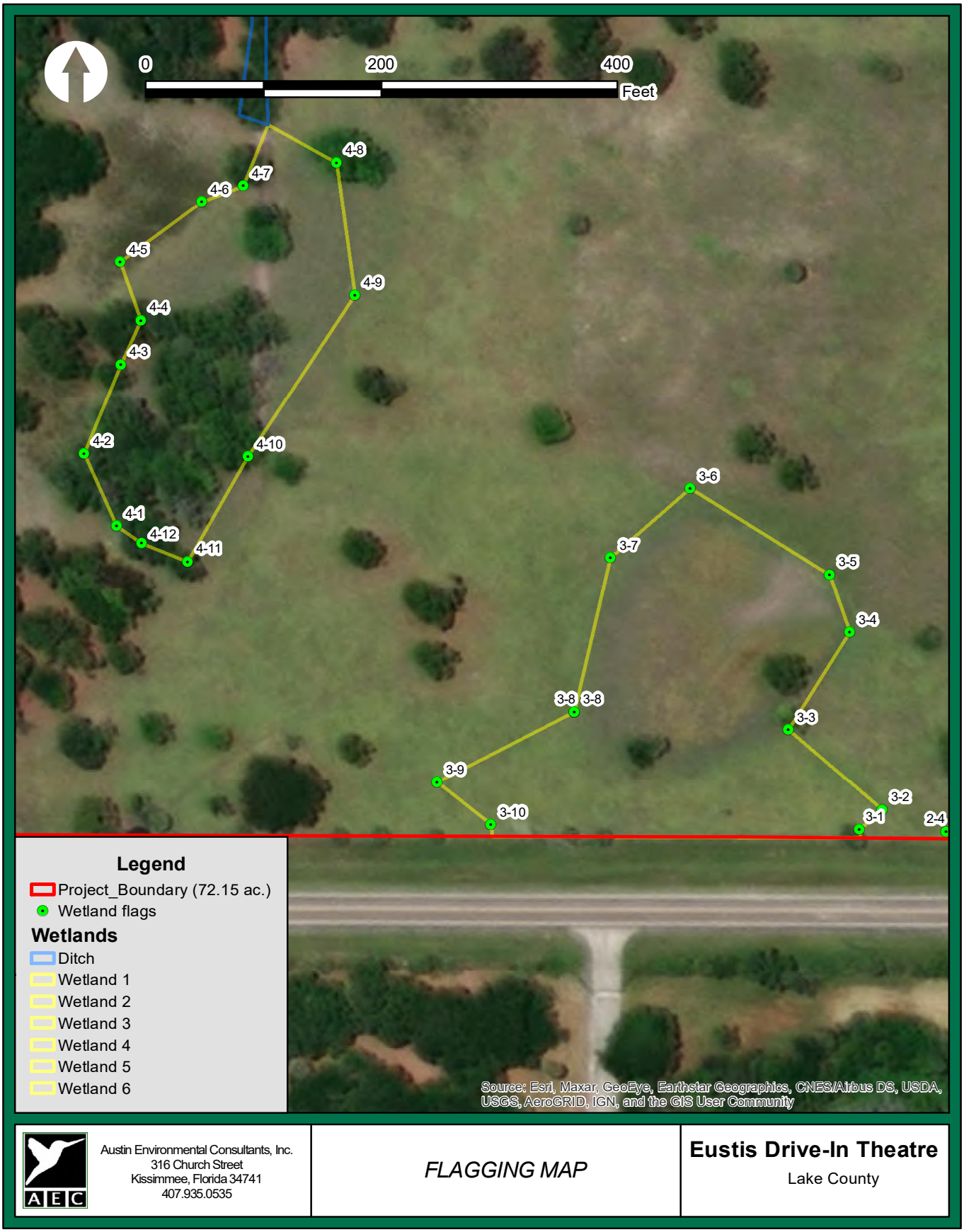
Eustis Drive-In Theatre
Lake County



Austin Environmental Consultants, Inc.
316 Church Street
Kissimmee, Florida 34741
407.935.0535

FLAGGING MAP

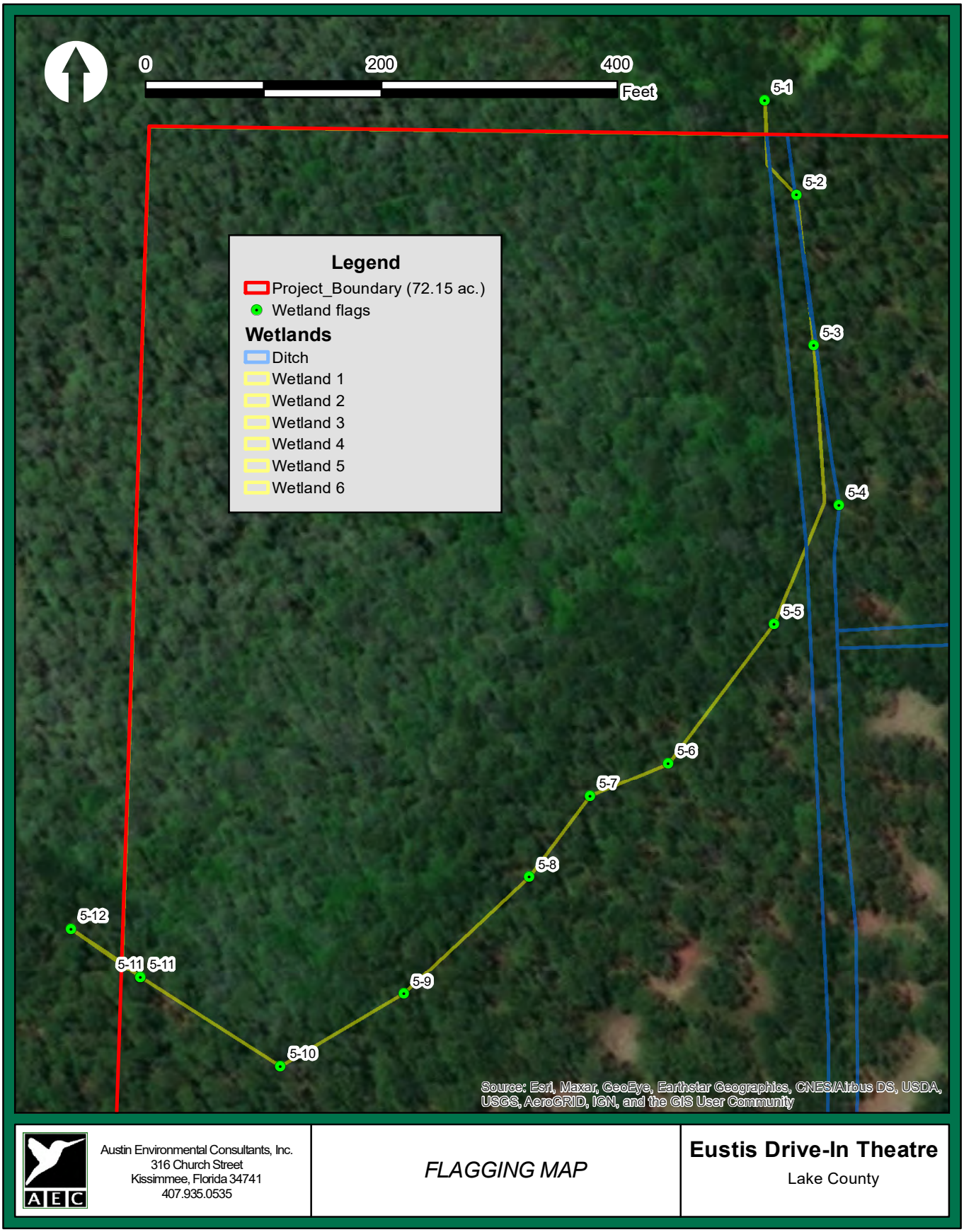
Eustis Drive-In Theatre
Lake County



Austin Environmental Consultants, Inc.
316 Church Street
Kissimmee, Florida 34741
407.935.0535

FLAGGING MAP

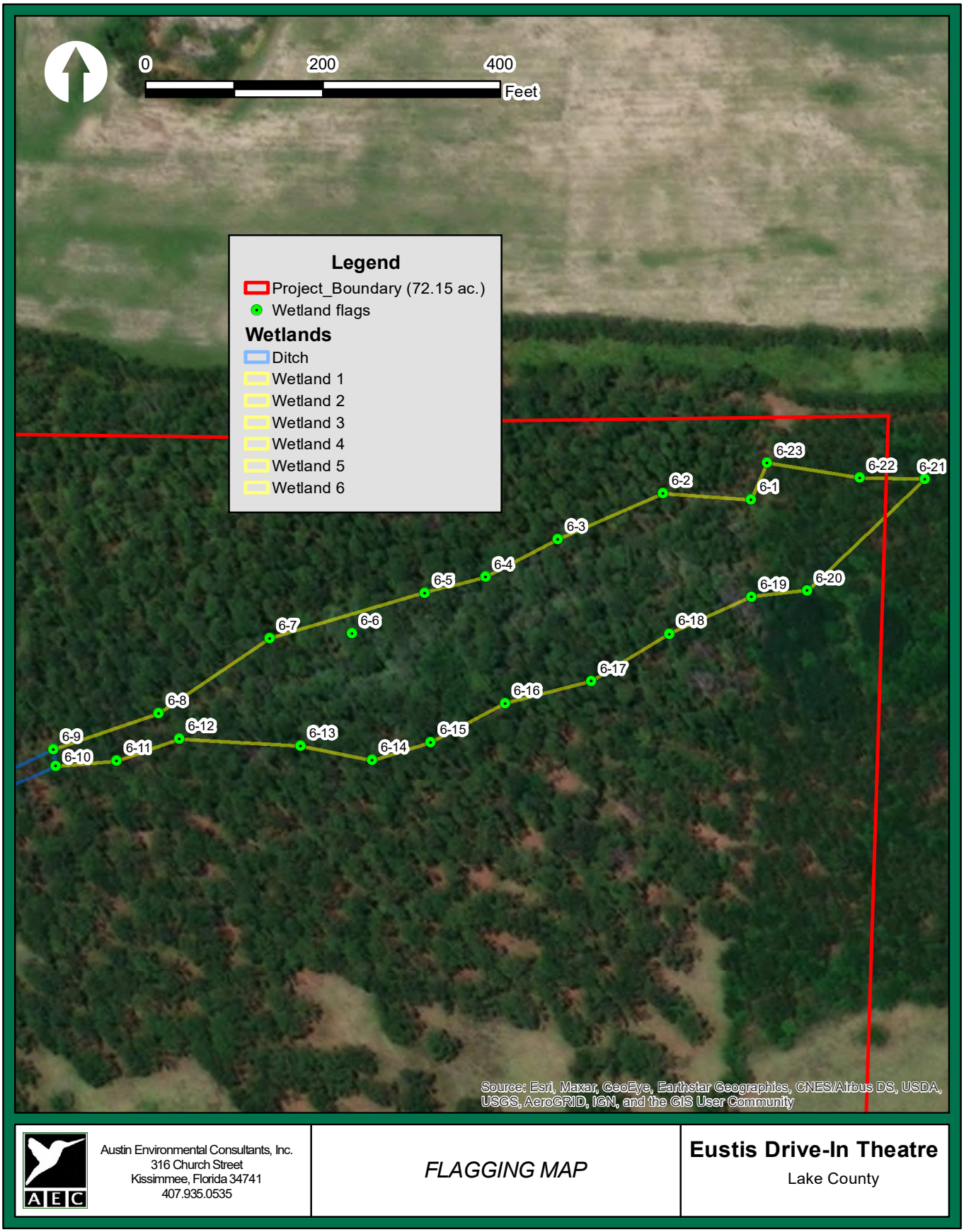
Eustis Drive-In Theatre
Lake County



Austin Environmental Consultants, Inc.
316 Church Street
Kissimmee, Florida 34741
407.935.0535

FLAGGING MAP

Eustis Drive-In Theatre
Lake County



Austin Environmental Consultants, Inc.
316 Church Street
Kissimmee, Florida 34741
407.935.0535

FLAGGING MAP

Eustis Drive-In Theatre
Lake County


Heavily Wooded
Heavily Wooded
Wetlands
Wetlands
WRA
Exclusive State of the Art
World Record 100' Screen
125' Projection Tower
25' Landscape Buffer
50' Enhanced Landscape Buffer
Storage Facility
Parcel 1
33.75 Acres
Parcel 2
38.61 Acres
WRA
25' Landscape Buffer
30' Landscape Buffer
44
44
30' Landscape Buffer
N
W
E
S
Flagship
Concept Draft
Eustis, FL
June 17th, 2021

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 9, 2021

RE: RESOLUTION NUMBER 21-12: ANNEXATION AGREEMENT AND DEVELOPERS AGREEMENT TO PROVIDE WATER SERVICE OUTSIDE THE CITY LIMITS (LCBCC FIRE STATION 39)

Introduction:
Resolution Number 21-12 was prepared to approve an Annexation Agreement and Developer's Agreement for Potable Water for property outside the City limits, on Wallick Road.

Background:
The annexation agreement and developers agreement were provided to Lake County staff in February 2021 for consideration by the Lake County Board of County Commissioners (LCBCC). On March 9, 2021, the LCBCC tabled the item for reconsideration until their first meeting in August. On August 10, 2021, the LCBCC approved the developers agreement removing the language requiring mandatory annexation and declined to approve the annexation agreement. Instead, LCBCC submitted the attached letter requesting the annexation requirement be waived along with the modified developers agreement.

Recommended Action:
The City Commission has discretion to approve or deny the LCBCC's request to approve the modified developers agreement and waive the annexation agreement.

Policy Implications:
While the language in Ordinance 08-09 may be permissive (terms may include…an obligation to annex), the City Commission has always required annexation agreements to provide water to unincorporated properties in the past. (Excepting interlocal agreements above for which no documentation exists explaining the use of an interlocal vs. a developer's agreement with annexation provisions.) City Commission approval of a request to waive annexation agreements associated with outside utility agreements could (1) set a precedent for application of an annexation agreement waiver for other incorporated property owners, (2) result in future unincorporated enclaves, and/or (3) prevent future voluntary annexations due to non-contiguity.

Alternatives:

1. Approve Resolution Number 21-12 with modifications to waive the annexation agreement and accept the LCBCC's modified developers agreement only.
2. Approve Resolution Number 21-12 in its current form and resubmit the annexation agreement and developers agreement to the LCBCC for consideration and signatures.
2. Deny Resolution Number 21-12.

Attachments:

Resolution No. 21-12
Fire Station 39 Annexation Agreement
Fire Station 39 Developers Agreement
Letter to Eustis_Waiver of Annexation
Eustis Developer Agreement_executed by County-modified
Excerpt from Prior Commission Consideration of Policy 02-20-2020
ORD 08-09
02-20-2020 CC MIN - For Approval

Reviewed by:

Ronald Neibert, City Manager	Approved - 03 Sep 2021
Mary Montez, City Clerk	Approved - 03 Sep 2021

RESOLUTION NUMBER 21-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; APPROVING AN ANNEXATION AGREEMENT AND DEVELOPER'S AGREEMENT TO PROVIDE FOR CITY WATER SERVICE TO LAKE COUNTY, OWNER OF REAL PROPERTY LOCATED AT 24815 WALLICK ROAD (A/K/A FIRE STATION 39), SORRENTO, FLORIDA, OUTSIDE THE CITY LIMITS.

WHEREAS, Lake County, legal owner of record, requested water service for real property located at 24815 Wallick Road, Sorrento, Florida 32776, outside the City limits, more particularly described as:

Alt Key 3919273 a/k/a Fire Station 39

Parcel ID: 19-19-28-0004-000-04600

FROM THE SOUTHEAST CORNER OF SECTION 19 TOWNSHIP 19 SOUTH RANGE 28 EAST RUN SOUTH 89-27-04 WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19 A DISTANCE OF 914.11 FEET, NORTH 00-32-56 WEST 66 FEET FOR THE POINT OF BEGINNING, RUN SOUTH 89-27-04 WEST ALONG A LINE THAT IS 66 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES THERETO, THE SAID SOUTH LINE 322.55 FEET, NORTH 13-37-06 EAST 114.55 FEET, THENCE NORTH 89-57-28 EAST 30.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 82.79 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 36-18-00, AN ARC DISTANCE OF 52.45 FEET TO THE POINT OF TANGENCY, THENCE NORTH 53-39-28 EAST 42.43 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 35 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 35-58-59, AN ARC DISTANCE OF 21.98 FEET TO THE POINT OF TANGENCY, THENCE NORTH 89-38-27 EAST 76.27 FEET, SOUTH 47-45-24 EAST 113.85 FEET, SOUTH 00-34-11 EAST 80.26 FEET TO THE POINT OF BEGINNING

WHEREAS, the City of Eustis has water service available to serve the subject property; and

WHEREAS, the City currently provides water service to other properties in the immediate area of the subject property; and

WHEREAS, the Property does not currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the Owner of the Property has requested, and the City has agreed, subject to the terms, conditions and limitations hereinafter set forth, that the City shall provide water service to the Property; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to provide water service to the subject property; and

WHEREAS, Ordinance Number 08-09 requires a written developer's agreement approved by the City Commission on terms and conditions agreeable to the City Commission; the terms of which may include, but not be limited to an obligation to annex into the City if not already annexed; and

WHEREAS, the attached Annexation Agreement and Developer's Agreement for Potable Water, Reclaim Water and Wastewater constitute legal contractual agreements between the City of Eustis and Lake County Board of County Commissioners owner of record of the subject property and all successor owners, in accordance with Ordinance Number 08-09.

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

SECTION 1. That both the Annexation Agreement between the City of Eustis and the Lake County Board of County Commissioners, attached herein, is hereby approved, and the Mayor is authorized to execute the agreements on behalf of the City.

SECTION 2. That this Resolution shall be effective upon receipt of original copies of the Annexation Agreement and Developer's Agreement executed by the Chairman of the Lake County Board of County Commissioners.

DONE AND RESOLVED this 9th 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 this 9th 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, 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 21-12 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez, City Clerk

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
City of Eustis Development Services
4 North Grove Street
Eustis, Florida 32726

Tax Parcel Identification Number(s):
19-19-28-0004-000-04600

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this 19th day of August 2021, by and between the CITY OF EUSTIS, a Florida municipal corporation, whose mailing address is 10 North Grove Street, Eustis, Florida 32726 (the "City") and the LAKE COUNTY, a political subdivision of the State of Florida, whose mailing address is 315 West Main Street, Tavares, Florida 32778 (the "Owner").

W I T N E S S E T H:

WHEREAS, the Owner owns certain real property located at 24815 Wallick Rd., Sorrento, Florida 32776, Tax Parcel Identification Numbers 19-19-28-0004-000-04600, (a/k/a Fire Station 39) as more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the city water service is available to the property; and

WHEREAS, the Owner of the Property has requested, and the City has agreed, subject to the terms, conditions and limitations hereinafter set forth, that the City shall provide water service to the Property; and

WHEREAS, in consideration of the City providing water service to the Property, the Owner desires to voluntarily petition the City to annex the Property pursuant to Section 171.044, Florida Statutes; provided, however, at this time the City cannot annex the Property because the Property does not currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the parties acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes; and

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION 1. Recitals.

The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION 2. Annexation.

A. The Owner and the City acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes. The Owner and the City further acknowledge and agree that the petition cannot be processed at this time because the Property does not meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes. The Owner and the City agree that at such time any portion of the Property described in Exhibit "A" becomes contiguous to the City of Eustis, or the City becomes lawfully able to annex said Property, the Property may be annexed.

B. The City shall have the right, but not the obligation, to process this petition for voluntary annexation without further action and/or request of the Owner. Provided, however, that the petition shall not be processed by the City unless and until a determination is made by the City, in its sole and absolute discretion, that the Property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, or such other provisions of the Florida Statutes as may then be applicable to voluntary annexations, or the City through other means becomes lawfully able to annex said Property.

C. The Owner acknowledges and agrees that this Agreement does not in any way obligate or require the City to annex the Property or grant to the Owner any particular land use designation that may be requested in connection with such annexation.

D. The Owner acknowledges and agrees that any land use granted to the Owner in connection with the Property shall be consistent with the terms and conditions of the Eustis Comprehensive Plan as it may be amended from time to time.

SECTION 3. Water Service.

A. Subject to the terms, conditions and limitations set forth in this Agreement, the City agrees to provide water service to the Property upon compliance by the Owner with all applicable regulations of the City and the payment all fees, costs and expenses associated therewith. The Owner shall execute all agreements for water as required by the City in connection with the provision of water service to the Property, including but not limited to a Developer's Agreement.

B. This Agreement does not in any way reserve any water capacity or guarantee the availability thereof.

SECTION 4. Agreement Runs with the Land.

In consideration of the City providing water service to the Property, the Owner and the City acknowledge and agree that this Agreement is irrevocable and, further, this Agreement and all other rights and obligations of the parties hereunder are intended to and shall run with the Property, and shall bind, and inure to the benefit of, the parties hereunder and their respective successors in title.

SECTION 5. Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement and that the Property is free and clear of all liens and encumbrances.

B. The City makes no representations or warranties with regard to this Agreement and reserves the right to process Owner's petition for voluntary annexation in its sole and absolute discretion.

SECTION 6. Title Evidence.

A. As a condition precedent to the execution of this Agreement by the City, the Owner shall provide title evidence (Exhibit "B"), in a form and substance satisfactory to the City, showing the Owner as the owner of fee simple title to the Property.

SECTION 7. Notices.

Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such
notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

SECTION 8. Defaults and Remedies.

IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE ANY WATER SERVICE PROVIDED TO THE PROPERTY. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF WATER SERVICE AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH WATER SERVICE BY THE CITY.

OWNER'S INITIALS: _____

SECTION 9. Indemnification.

A. To the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes, the Owner hereby agrees to indemnify and save the City harmless from and against all losses, costs, expenses, claims, damages, judgments, liabilities and causes of action whatsoever (collectively, "Claims") including reasonable attorneys' fees and paralegal fees both at trial and at appellate levels, arising out of or alleged to have arisen out of this Agreement or been occasioned, in whole or in part, by the exercise of the City of its rights granted hereunder. The Owner shall use its best efforts to promptly notify the City in writing of any Claim and shall provide the City with information regarding the Claim as the City may reasonably request, but the failure to give such notice or provide such information shall not diminish the Owner's obligations under this Section.

B. No Claim whatsoever shall be made or asserted against the City by the Owner for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

SECTION 10. Recording.

The Owner acknowledges and agrees that the City shall record this Agreement in the Public Records of Lake County, Florida.

SECTION 11. Miscellaneous.

A. ANY FUTURE OWNERS OF THE PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT AND BY ACCEPTING A DEED OF CONVEYANCE TO THE PROPERTY, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

B. The Property shall be deemed a single parcel and any sub parcels of the Property which are created by subdivision or by any other means shall be subject to the terms and conditions of this Agreement, subsequent sale and individual ownership notwithstanding.

C. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Lake County, Florida.

D. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

E. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

F. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

G. In the event a third party institutes a legal proceeding against the City and/or the Owner, regarding the enforceability of this Agreement or any other matters arising out of or related to this Agreement, the annexation of the Property or the provision of water service, then in such event the Owner shall, to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes, pay all costs, fees, charges, and expenses of the City relative thereto, including but not limited to attorney's fees and paralegal fees at both the trial and appellate levels.

H. In addition to each remedy now or hereafter existing at law or in equity, the parties hereto expressly agree that City shall have the right to enforce this Agreement by an action for specific performance.

I. As from time to time requested by the City, the Owner agrees to execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.

J. This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

K. The attached Exhibits A and B are part of this Agreement as though fully set forth in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed as of the day and year first written above.

CITY OF EUSTIS, FLORIDA

_____
Michael Holland, Mayor/Commissioner

This ____ day of _____, 2021.

ATTEST:

_____
Mary Montez, City Clerk
Approved as to form and legality:

_____
Derek A. Schroth, City Attorney

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: the County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same, and by the City of Eustis, through its duly authorized representative.

"OWNER"

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA

_____

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

_____

Sean M. Parks, Chairman

Approved as to Form & Legality:

_____

Melanie Marsh
County Attorney

Exhibit A
Legal Description

Alt Key 3919273 a/k/a Fire Station 39

Parcel ID: 19-19-28-0004-000-04600

FROM THE SOUTHEAST CORNER OF SECTION 19 TOWNSHIP 19 SOUTH RANGE 28 EAST RUN SOUTH 89-27-04 WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19 A DISTANCE OF 914.11 FEET, NORTH 00-32-56 WEST 66 FEET FOR THE POINT OF BEGINNING, RUN SOUTH 89-27-04 WEST ALONG A LINE THAT IS 66 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES THERETO, THE SAID SOUTH LINE 322.55 FEET, NORTH 13-37-06 EAST 114.55 FEET, THENCE NORTH 89-57-28 EAST 30.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 82.79 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 36-18-00, AN ARC DISTANCE OF 52.45 FEET TO THE POINT OF TANGENCY, THENCE NORTH 53-39-28 EAST 42.43 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 35 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 35-58-59, AN ARC DISTANCE OF 21.98 FEET TO THE POINT OF TANGENCY, THENCE NORTH 89-38-27 EAST 76.27 FEET, SOUTH 47-45-24 EAST 113.85 FEET, SOUTH 00-34-11 EAST 80.26 FEET TO THE POINT OF BEGINNING.

Exhibit B
Title Evidence

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
City of Eustis Development Services
4 North Grove Street
Eustis, Florida 32726

Tax Parcel Identification Number(s):
19-19-28-0004-000-04600

DEVELOPER'S AGREEMENT
POTABLE WATER AND WASTEWATER

This Agreement is made and entered into effective this 19th day of August, 2021 by and between THE CITY OF EUSTIS, FLORIDA, a Florida Municipal Corporation (hereinafter referred to as "City" or "Utility") and LAKE COUNTY, a political subdivision of the State of Florida, and their successors and assigns (hereinafter referred to as "Developer").

WITNESSETH

WHEREAS, Developer is the fee simple owner of approximately 0.93 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Developer intends to develop and improve the Property by constructing an 8,159 square foot fire station, as shown on the site plan in Exhibit "B" attached hereto and made a part hereof. This development will require 114 equivalent residential dwelling units "ERUs" requiring central potable water, reclaim water and wastewater utility service (hereinafter referred to as the "Development"); and

WHEREAS, Utility is the owner and operator of potable water production and distribution facilities ("Water Facilities") and wastewater collection and treatment facilities (Wastewater Facilities); and

WHEREAS, Developer has requested connection to said Water and Wastewater Facilities and that the Utility allocate and reserve sufficient capacity in these facilities to serve and sustain the operation of the Development; and

WHEREAS, the Utility has potable water available along Wallick Road; wastewater is accessible on the northern portion of the Property; and

WHEREAS, Utility has determined that it will have sufficient capacity in the Water and Wastewater Facilities to serve and sustain the operation of the Development for forty years after the date of this Utility Agreement; and,

WHEREAS, Utility has agreed to make its potable water service and wastewater service available to the Development by means of connection to and use of the Water and Wastewater Facilities on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing which is incorporated herein and other good and valuable consideration, the receipt of which is acknowledged by the parties, Developer and Utility agree as follows:

1. **EXCLUSIVE SERVICE TO THE PROPERTY.** Developer hereby agrees and covenants that the Development shall be served exclusively by Utility's Water and Wastewater Facilities. Developer further agrees that this Agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make potable water and reclaim water services and wastewater services available to the Development hereafter constructed on the Property for the rates and under the conditions set forth in this Agreement. Utility agrees that such services shall be made available through Utility's existing Water and Wastewater Facilities so long as Utility is not prevented by law or governmental regulation from providing such water service and wastewater for any reason. Utility represents and warrants that it has sufficient capacity in its Water and Wastewater Facilities to serve the Development. Utility further agrees that the potable water service and wastewater to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utility; provided, however,

that Utility shall not be responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by defect in the construction of any facilities constructed by Developer; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water and wastewater services to the written request for such service to Utility. Both parties acknowledge that the Developer shall be responsible for all off-site or on-site improvements necessary to connect the Development to the City's water and wastewater lines adjacent to the Property.

2. **PAYMENT BY DEVELOPER OF CITY OF EUSTIS WATER AND WASTEWATER IMPACT FEES.**

a. Developer shall be responsible for payment of the Utility's water impact fees for water volumes reserved under this agreement. Utility's water impact fee is $854.00 per equivalent residential dwelling unit (ERU). Payment of said fee shall be made at time of permit application for water meter in the lump sum amount of **$8,113.00** for potable water capacity calculated as follows:

114 ERUs X $854.00= $8,113.00

b. Developer shall be responsible for payment of the Utility's wastewater impact fees for services reserved under this agreement. The Utility's wastewater impact fee is $2,668.00 per equivalent residential unit (ERU). Payment of said fee shall be made at time of permit application for water meter in the lump sum amount of **$25,346.00** for wastewater capacity calculated as follows:

114 ERUs X $2,668 = $25,346.00

c. In the event that the final development approval is for more than or less than 114 ERUs then the payments shall be adjusted for the actual number of

approved lots and the City's obligation to provide service shall be increased or reduced by a like amount.

3. **IMPROVEMENTS.** In order to provide potable and reclaim water services and wastewater services, certain improvements will need to be constructed.

   a. **OFF-SITE IMPROVEMENTS.** Developer agrees to construct and to transfer ownership and control to the Utility as a contribution-in-aid-of-construction any necessary off-site installations of improvements from Developer's Property to the Utility's existing Water and Wastewater Facilities. Developer shall install all of the offsite installations at its sole expense and in accordance with the plans, specifications and other pertinent documents approved by the Utility and the County, except that in no event shall Developer be required to oversize lines to the benefit of others' properties without prior agreement for reimbursement on behalf of such other properties.

   b. **ON-SITE IMPROVEMENTS.** The Developer, at its expense and without cost or expense to the City, will design, permit, and construct all on-site improvements associated with water and wastewater service in accordance with the City's regulations. Nothing herein, however, shall relieve the Developer of the responsibility of obtaining and complying with any permit or approval necessary from any regional, state, or national governmental authority, as required by law. When the Property is developed, Developer shall construct and install therein, at its own cost and expense, any applicable meters and service connections necessary to serve the Development.

4. **RATES AND CHARGES.** The rates to be charged by Utility for water and wastewater service to the Development hereafter built on the Property shall be those rates and charges made by Utility to its customers which are from time to time approved by the Eustis City Commission or by any other governmental

regulatory body from time to time having jurisdiction over such matters. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed , provided that written notification of such delinquency has been made by Utility to such customer; and provided that the failure of an active customer to pay sums due Utility shall not affect Developer's rights under this Agreement. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water and wastewater systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's property and rate changes shall be exclusively within the discretion and control of Utility.

5. **WATER METERS.** It is hereby agreed by the parties hereto that water meters shall be installed as Utility shall deem to be necessary to serve the Development. Utility shall have the right to designate the number, type, quality and size of said meters. The cost for said water meters and the labor charges associated with their installation shall be paid to Utility by Developer prior to installation of each such meter. Said sum shall be due and payable prior to the time of installations of said meters. All water meters so installed shall remain the property of Utility.

6. **MANDATORY ANNEXATION.** Pursuant to the Annexation Agreement adopted by Resolution No. 21-12, Developer has petitioned for voluntary annexation of the Property; said agreement binds future property owners to the terms and conditions contained therein.

7. **AGREEMENT BINDING ON SUCCESSORS IN TITLE.** Developer agrees that this Agreement shall be a covenant binding upon and running with title to the Property, and any successor owner of the Property shall be obligated to adhere to the terms and conditions of this Property. Utility agrees that any successor in

title to the Property shall enjoy all the rights, obligations, and privileges provided in this Agreement.

8. **WATER CONSERVATION.** Developer agrees to employ water conservation measures in development of the property. To encourage potable water conservation and adherence to all current requirements upon the property, such measures shall include, but not be limited to:

   a. Installation of low flush toilets which utilize 3.5 gallons or less per flushing cycle.
   b. Installation of shower heads which have flow restrictors, pulsating features, flow control devices or other features which result in water conservation; and do not allow a flow exceeding 3.0 gallons per minute at 60 psi.
   c. No swimming pool filter backwash water, or any other swimming pool wastewater shall be discharged to the sanitary sewer system.
   d. Installation of spring-loaded/automatic shutoff fixtures in all public restrooms, including lavatory fixtures.

9. **SALE TO GOVERNMENTAL ENTITY.** In the event Utility shall hereafter sell the utility facilities, or any part thereof serving the Property, to the State of Florida, Lake County or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to potable water and wastewater service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder pertaining to the provision of potable water and wastewater service, provided that potable water and wastewater services to the Development are not diminished or reduced in any way. Notwithstanding the foregoing, Utility shall be required to uphold the terms and conditions related to all land use matters set forth herein.

10. **NOTICES.** Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility:
Ronald R. Neibert, City Manager
City of Eustis
Post Office Box 68
Eustis, FL 32727-0068

With a copy to:
Derek A. Schroth, Esq.
Bowen|Schroth
600 Jennings Ave.
Eustis, FL 32726

Developer:
Lake County Board of County Commissioners
315 West Main Street
Tavares, FL 32778

With a copy to:
Melanie Marsh, County Attorney
P.O. Box 7800
315 W. Main St., Ste 335
Tavares, FL 32778

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein. Developer agrees to notify the Utility upon conveyance of the Property and provide all contact information regarding the new owner and developer.

11. **TERM.** The term of this Agreement shall be for a period of ten (10) years from the date hereof, and shall from year to year renew automatically thereafter.

12. **OTHER ESSENTIAL TERMS.** Time is hereby made of essence of this Agreement in all shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall run with the land. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Lake County, Florida. This Agreement shall be effective upon proper execution by both parties hereto. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original. In the event of a default of this agreement, the remedy of rescission is available to either party in addition to all other remedies provided by law. In the event of a default of this Agreement, the City may terminate water and wastewater service to the Property or assert any other remedy available to the City under Federal or Florida law. In the event the City Commission determines, in its sole discretion, that the Property is not developed in conformity with the attached site plan and drawing, the City may, in addition to terminating water service, file an action for specific performance to judicially compel compliance with the attached site plan and drawing. The Developer shall execute this Agreement within 30 days after the date the City executes this Agreement. Should developer fail to execute this Agreement within 30 days after the City executes this Agreement, this Agreement, at the City's sole discretion and option, may be rescinded and voided in its entirety by the City of Eustis, provided notice of same is given to the Developer. The payment described in this paragraph must be made by the Developer to the City within 30 days after the date Developer receives both final subdivision and final engineering approvals from Lake County, but prior to recording of a final plat, and not to be later than thirty-six months from the date of this Agreement. Should payment not be made as described above, the City, in its sole discretion and option, may rescind and void the Agreement. Developer, its agents, successors, assigns, employees, investors, and heirs hereby completely release the City of Eustis from any and all claims, both known and unknown, which may have accrued prior to the date this Agreement was signed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the respective dates under each signature.

"UTILITY" CITY OF EUSTIS, FLORIDA

_____

Michael Holland, Mayor/Commissioner

This ____ day of _____, 2021.

ATTEST:

_____

Mary Montez, City Clerk

Approved as to form and legality:

_____

Derek A. Schroth, City Attorney

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: the County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same, and by the City of Eustis, through its duly authorized representative.

"OWNER"

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

_____
Sean M. Parks, Chairman

Approved as to Form & Legality:

_____
Melanie Marsh
County Attorney

Exhibit A
Legal Description

Alt Key 3919273 a/k/a Fire Station 39

Parcel ID: 19-19-28-0004-000-04600

FROM THE SOUTHEAST CORNER OF SECTION 19 TOWNSHIP 19 SOUTH RANGE 28 EAST RUN SOUTH 89-27-04 WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19 A DISTANCE OF 914.11 FEET, NORTH 00-32-56 WEST 66 FEET FOR THE POINT OF BEGINNING, RUN SOUTH 89-27-04 WEST ALONG A LINE THAT IS 66 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES THERETO, THE SAID SOUTH LINE 322.55 FEET, NORTH 13-37-06 EAST 114.55 FEET, THENCE NORTH 89-57-28 EAST 30.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 82.79 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 36-18-00, AN ARC DISTANCE OF 52.45 FEET TO THE POINT OF TANGENCY, THENCE NORTH 53-39-28 EAST 42.43 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 35 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 35-58-59, AN ARC DISTANCE OF 21.98 FEET TO THE POINT OF TANGENCY, THENCE NORTH 89-38-27 EAST 76.27 FEET, SOUTH 47-45-24 EAST 113.85 FEET, SOUTH 00-34-11 EAST 80.26 FEET TO THE POINT OF BEGINNING

Exhibit B
Proposed Site Plan

Wastewater – LCBCC Fire Station 39
15

Board of County Commissioners
P.O. Box 7800 • 315 W. Main St., Suite 316 • Tavares, FL 32778-7800

August 12, 2021

Mayor Michael Holland
City of Eustis
10 North Grove Street
Eustis, Florida 32726

Re: Waiver of Annexation Agreement for Lake County Fire Station 39 located Wallick Road, Sorrento

Dear Mayor Holland:

On behalf of the Lake County Board of County Commissioners, I am sending this letter to request that the City of Eustis waive the annexation requirement for Lake County's Fire Station 39, currently under construction. As you may recall, in 2012 the City entered into an Interlocal Agreement with the County to provide water and wastewater services to this property, which also includes the Sorrento Elementary School and the East Lake Sports and Community Complex. At the time the parties entered into the 2012 agreement, annexation was not required. Both water and sewer lines are already onsite, and the City recently connected the new concession/restroom facility and two other restroom facilities at this same location to central services without requiring annexation.

Enclosed you will find the partially executed Developer's Agreement for Potable Water and Wastewater Services that was approved by the Board on August 10, 2021, with paragraph 6 regarding Mandatory Annexation struck through. The Board did not approve the Annexation Agreement.

I stand ready, willing and able to meet with you at your earliest convenience to discuss this issue if you believe it would be helpful. Thank you for your consideration.

Sincerely,

Sean M. Parks, Chairman
Lake County Board of County Commissioners

cc: Board of County Commissioners {via email only}

P 352-343-9850 • F 352-343-9495
Board of County Commissioners • www.lakecountyfl.gov

Douglas B. Shields, District 1 | Sean M. Parks, AICP, QEP, District 2 | Kirby Smith, District 3 | Leslie Campione, District 4 | Josh Blake, District 5

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
City of Eustis Development Services
4 North Grove Street
Eustis, Florida 32726

Tax Parcel Identification Number(s):
19-19-28-0004-000-04600

DEVELOPER'S AGREEMENT
POTABLE WATER AND WASTEWATER

This Agreement is made and entered into effective this 19th day of August, 2021 by and between THE CITY OF EUSTIS, FLORIDA, a Florida Municipal Corporation (hereinafter referred to as "City" or "Utility") and LAKE COUNTY, a political subdivision of the State of Florida, and their successors and assigns (hereinafter referred to as "Developer").

WITNESSETH

WHEREAS, Developer is the fee simple owner of approximately 0.93 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Developer intends to develop and improve the Property by constructing an 8,159 square foot fire station, as shown on the site plan in Exhibit "B" attached hereto and made a part hereof. This development will require 114 equivalent residential dwelling units "ERUs" requiring central potable water, reclaim water and wastewater utility service (hereinafter referred to as the "Development"); and

WHEREAS, Utility is the owner and operator of potable water production and distribution facilities ("Water Facilities") and wastewater collection and treatment facilities (Wastewater Facilities); and

WHEREAS, Developer has requested connection to said Water and Wastewater Facilities and that the Utility allocate and reserve sufficient capacity in these facilities to serve and sustain the operation of the Development; and

WHEREAS, the Utility has potable water available along Wallick Road; wastewater is accessible on the northern portion of the Property; and

WHEREAS, Utility has determined that it will have sufficient capacity in the Water and Wastewater Facilities to serve and sustain the operation of the Development for forty years after the date of this Utility Agreement; and,

WHEREAS, Utility has agreed to make its potable water service and wastewater service available to the Development by means of connection to and use of the Water and Wastewater Facilities on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing which is incorporated herein and other good and valuable consideration, the receipt of which is acknowledged by the parties, Developer and Utility agree as follows:

1. **EXCLUSIVE SERVICE TO THE PROPERTY.** Developer hereby agrees and covenants that the Development shall be served exclusively by Utility's Water and Wastewater Facilities. Developer further agrees that this Agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make potable water and reclaim water services and wastewater services available to the Development hereafter constructed on the Property for the rates and under the conditions set forth in this Agreement. Utility agrees that such services shall be made available through Utility's existing Water and Wastewater Facilities so long as Utility is not prevented by law or governmental regulation from providing such water service and wastewater for any reason. Utility represents and warrants that it has sufficient capacity in its Water and Wastewater Facilities to serve the Development. Utility further agrees that the potable water service and wastewater to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be

responsible for any failure to meet or comply with said standards or requirements to the extent that such failure shall be occasioned by defect in the construction of any facilities constructed by Developer; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water and wastewater services to the written request for such service to Utility. Both parties acknowledge that the Developer shall be responsible for all off-site or on-site improvements necessary to connect the Development to the City's water and wastewater lines adjacent to the Property.

2. **PAYMENT BY DEVELOPER OF CITY OF EUSTIS WATER AND WASTEWATER IMPACT FEES.**

a. Developer shall be responsible for payment of the Utility's water impact fees for water volumes reserved under this agreement. Utility's water impact fee is $854.00 per equivalent residential dwelling unit (ERU). Payment of said fee shall be made at time of permit application for water meter in the lump sum amount of **$8,113.00** for potable water capacity calculated as follows:

114 ERUs X $854.00= $8,113.00

b. Developer shall be responsible for payment of the Utility's wastewater impact fees for services reserved under this agreement. The Utility's wastewater impact fee is $2,668.00 per equivalent residential unit (ERU). Payment of said fee shall be made at time of permit application for water meter in the lump sum amount of **$25,346.00** for wastewater capacity calculated as follows:

114 ERUs X $2,668 = $25,346.00

c. In the event that the final development approval is for more than or less than 114 ERUs then the payments shall be adjusted for the actual number of

approved lots and the City's obligation to provide service shall be increased or reduced by a like amount.

3. **IMPROVEMENTS.** In order to provide potable and reclaim water services and wastewater services, certain improvements will need to be constructed.

   a. **OFF-SITE IMPROVEMENTS.** Developer agrees to construct and to transfer ownership and control to the Utility as a contribution-in-aid-of-construction any necessary off-site installations of improvements from Developer's Property to the Utility's existing Water and Wastewater Facilities. Developer shall install all of the offsite installations at its sole expense and in accordance with the plans, specifications and other pertinent documents approved by the Utility and the County, except that in no event shall Developer be required to oversize lines to the benefit of others' properties without prior agreement for reimbursement on behalf of such other properties.

   b. **ON-SITE IMPROVEMENTS.** The Developer, at its expense and without cost or expense to the City, will design, permit, and construct all on-site improvements associated with water and wastewater service in accordance with the City's regulations. Nothing herein, however, shall relieve the Developer of the responsibility of obtaining and complying with any permit or approval necessary from any regional, state, or national governmental authority, as required by law. When the Property is developed, Developer shall construct and install therein, at its own cost and expense, any applicable meters and service connections necessary to serve the Development.

4. **RATES AND CHARGES.** The rates to be charged by Utility for water and wastewater service to the Development hereafter built on the Property shall be those rates and charges made by Utility to its customers which are from time to time approved by the Eustis City Commission or by any other governmental

regulatory body from time to time having jurisdiction over such matters. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed , provided that written notification of such delinquency has been made by Utility to such customer; and provided that the failure of an active customer to pay sums due Utility shall not affect Developer's rights under this Agreement. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water and wastewater systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's property and rate changes shall be exclusively within the discretion and control of Utility.

5. **WATER METERS.** It is hereby agreed by the parties hereto that water meters shall be installed as Utility shall deem to be necessary to serve the Development. Utility shall have the right to designate the number, type, quality and size of said meters. The cost for said water meters and the labor charges associated with their installation shall be paid to Utility by Developer prior to installation of each such meter. Said sum shall be due and payable prior to the time of installations of said meters. All water meters so installed shall remain the property of Utility.

6. ~~**MANDATORY ANNEXATION.** Pursuant to the Annexation Agreement adopted by Resolution No. 21-12, Developer has petitioned for voluntary annexation of the Property; said agreement binds future property owners to the terms and conditions contained therein.~~ (Not applicable).

7. **AGREEMENT BINDING ON SUCCESSORS IN TITLE.** Developer agrees that this Agreement shall be a covenant binding upon and running with title to the Property, and any successor owner of the Property shall be obligated to adhere to the terms and conditions of this Property. Utility agrees that any successor in title

to the Property shall enjoy all the rights, obligations, and privileges provided in this Agreement.

8. **WATER CONSERVATION.** Developer agrees to employ water conservation measures in development of the property. To encourage potable water conservation and adherence to all current requirements upon the property, such measures shall include, but not be limited to:

   a. Installation of low flush toilets which utilize 3.5 gallons or less per flushing cycle.
   b. Installation of shower heads which have flow restrictors, pulsating features, flow control devices or other features which result in water conservation; and do not allow a flow exceeding 3.0 gallons per minute at 60 psi.
   c. No swimming pool filter backwash water, or any other swimming pool wastewater shall be discharged to the sanitary sewer system.
   d. Installation of spring-loaded/automatic shutoff fixtures in all public restrooms, including lavatory fixtures.

9. **SALE TO GOVERNMENTAL ENTITY.** In the event Utility shall hereafter sell the utility facilities, or any part thereof serving the Property, to the State of Florida, Lake County or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to potable water and wastewater service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder pertaining to the provision of potable water and wastewater service, provided that potable water and wastewater services to the Development are not diminished or reduced in any way. Notwithstanding the foregoing, Utility shall be required to uphold the terms and conditions related to all land use matters set forth herein.

10. **NOTICES.** Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility:
Ronald R. Neibert, City Manager
City of Eustis
Post Office Box 68
Eustis, FL 32727-0068

With a copy to:
Derek A. Schroth, Esq.
Bowen|Schroth
600 Jennings Ave.
Eustis, FL 32726

Developer:
Lake County Board of County Commissioners
315 West Main Street
Tavares, FL 32778

With a copy to:
Melanie Marsh, County Attorney
P.O. Box 7800
315 W. Main St., Ste 335
Tavares, FL 32778

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein. Developer agrees to notify the Utility upon conveyance of the Property and provide all contact information regarding the new owner and developer.

11. **TERM.** The term of this Agreement shall be for a period of ten (10) years from the date hereof, and shall from year to year renew automatically thereafter.

12. **OTHER ESSENTIAL TERMS.** Time is hereby made of essence of this Agreement in all shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall run with the land. This Agreement shall be governed by the laws of the State of Florida and

venue shall be in Lake County, Florida. This Agreement shall be effective upon proper execution by both parties hereto. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original. In the event of a default of this agreement, the remedy of rescission is available to either party in addition to all other remedies provided by law. In the event of a default of this Agreement, the City may terminate water and wastewater service to the Property or assert any other remedy available to the City under Federal or Florida law. In the event the City Commission determines, in its sole discretion, that the Property is not developed in conformity with the attached site plan and drawing, the City may, in addition to terminating water service, file an action for specific performance to judicially compel compliance with the attached site plan and drawing. The Developer shall execute this Agreement within 30 days after the date the City executes this Agreement. Should developer fail to execute this Agreement within 30 days after the City executes this Agreement, this Agreement, at the City's sole discretion and option, may be rescinded and voided in its entirety by the City of Eustis, provided notice of same is given to the Developer. The payment described in this paragraph must be made by the Developer to the City within 30 days after the date Developer receives both final subdivision and final engineering approvals from Lake County, but prior to recording of a final plat, and not to be later than thirty-six months from the date of this Agreement. Should payment not be made as described above, the City, in its sole discretion and option, may rescind and void the Agreement. Developer, its agents, successors, assigns, employees, investors, and heirs hereby completely release the City of Eustis from any and all claims, both known and unknown, which may have accrued prior to the date this Agreement was signed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the respective dates under each signature.

"UTILITY" CITY OF EUSTIS, FLORIDA

_____

Michael Holland, Mayor/Commissioner

This ____ day of _____, 2021.

ATTEST:

_____

Mary Montez, City Clerk

Approved as to form and legality:

_____

Derek A. Schroth, City Attorney

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: the County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same, and by the City of Eustis, through its duly authorized representative.

"OWNER"

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Sean M. Parks, Chairman

Approved as to Form & Legality:

Melanie Marsh
County Attorney

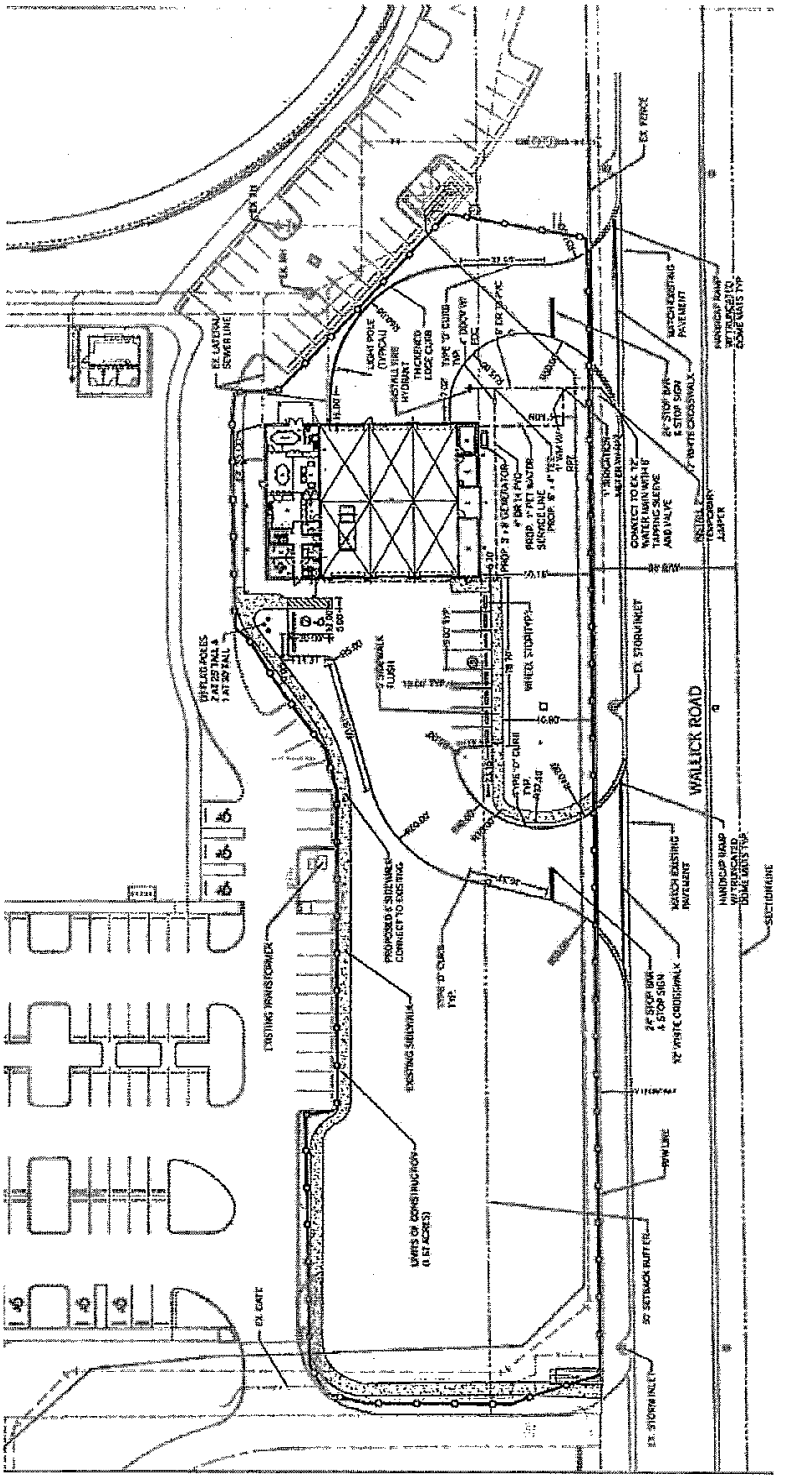
Exhibit A
Legal Description

Alt Key 3919273 a/k/a Fire Station 39

Parcel ID: 19-19-28-0004-000-04600

FROM THE SOUTHEAST CORNER OF SECTION 19 TOWNSHIP 19 SOUTH RANGE 28 EAST RUN SOUTH 89-27-04 WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19 A DISTANCE OF 914.11 FEET, NORTH 00-32-56 WEST 66 FEET FOR THE POINT OF BEGINNING, RUN SOUTH 89-27-04 WEST ALONG A LINE THAT IS 66 FEET NORTH OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES THERETO, THE SAID SOUTH LINE 322.55 FEET, NORTH 13-37-06 EAST 114.55 FEET, THENCE NORTH 89-57-28 EAST 30.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 82.79 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 36-18-00, AN ARC DISTANCE OF 52.45 FEET TO THE POINT OF TANGENCY, THENCE NORTH 53-39-28 EAST 42.43 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 35 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 35-58-59, AN ARC DISTANCE OF 21.98 FEET TO THE POINT OF TANGENCY, THENCE NORTH 89-38-27 EAST 76.27 FEET, SOUTH 47-45-24 EAST 113.85 FEET, SOUTH 00-34-11 EAST 80.26 FEET TO THE POINT OF BEGINNING

Exhibit B
Proposed Site Plan


WALLACE ROAD
EX. FENCE
EX. LATERAL SEWER LINE
LIGHT POLE (TYPICAL)
INSTALL FIRE HYDRANT
FLUSH MOUNTED EDGE CURB
TYPE 'D' CURB TYP.
DRIVEWAY
EX. CURB
PROP. 5' x 9' GENERATOR PAD
PROP. 4" DIA. PVC SANITARY SEWER LINE
PROP. 8" x 4" TEE W/ 8" PLUG
CONNECT TO EX. 12" WATER MAIN WITH 8" TAPPING SLEEVE AND VALVE
METER BOX
INSTALL FIRE HYDRANT ASSEMBLY
24" STOP BAR & STOP SIGN
12' WHITE CROSSWALK
HANDICAP RAMP WITH TRUNCATED DOME MATS TYP.
EX. STORM INLET
WHEEL STOP TYP.
5' SIDEWALK FLUSH
TYPE 'D' CURB TYP.
EX. CURB
PROPOSED 6' SIDEWALK CONNECT TO EXISTING
EXISTING SIDEWALK
EXISTING PAVEMENT
LIMITS OF CONSTRUCTION (0.57 ACRES)
EX. GATE
EX. STORM INLET
30' SETBACK BUFFER
R/W LINE
SECTION LINE

Excerpt from 02-20-2020 City Commission Meeting Minutes

6.1 Consideration of Established Policy Regarding Annexation and Outside Utility Agreements

Jimmy Crawford addressed the Commission regarding the City's policy regarding annexation and outside utility agreements. He commented on how much the City's meetings are more community meetings. He stated he represents Sorrento Pines LLC. He explained that the property is four miles from City limits with a large number of properties in between that would make the likelihood of contiguous annexation not likely. He explained the County Commission's concerns regarding a requirement for annexation. He indicated that it would only be annexable under an ISBA. He asked the Commission to consider eliminating the requirement for annexation from the utility agreement.

CONSENSUS: It was a consensus of the Commission to not waive the annexation requirement from the utility agreement.

ORDINANCE NO. 08-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; CONFIRMING THAT ORDINANCE 95-11 APPLIES ONLY TO PROVISION OF SEWER SERVICES; CODIFYING THE CITY'S POLICY THAT IT IS NOT THE EXCLUSIVE PROVIDER OF WATER SERVICES OUTSIDE THE CITY OF EUSTIS; ALLOWING PRIVATE COMPANIES TO PROVIDE WATER SERVICES OUTSIDE THE MUNICIPAL LIMITS; MANDATING THAT ANY PROVISION OF WATER OR SEWER SERVICES BY THE CITY BE UNDER WRITTEN TERMS AND CONDITIONS AGREEABLE TO THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eustis owns and operates a central water distribution system; and

WHEREAS, the City's utility systems are capable of delivering water services to areas within the City limits and outside the City limits; and

WHEREAS, Chapter 180, Florida Statutes, authorizes but does not mandate that municipalities may extend their water and wastewater utility services to unincorporated areas within the general vicinity of the municipality; and

WHEREAS, the City of Eustis passed Ordinance 95-11 whereby the City created a Sewerage Utility District and assumed the duty to provide the public with sewer services within the sewer district; and

WHEREAS, the City of Eustis has a policy of denying requests for provision of water services to areas outside the municipal limits of the City which are not contiguous.

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

Section 1. Confirm that Ordinance 95-11 Applies Only to Provision of Sewer Services Not Water.

The City of Eustis created a Sewerage Utility District and assumed the duty to provide the public with sewer services within the District. The City of Eustis hereby confirms the duty to provide sewer services within the Sewerage Utility District established in Ordinance 95-11 and confirms that the Sewerage Utility District and Ordinance 95-11 and any amendments thereto only apply to the provision of sewer services and do not extend to the provision of water services.

Section 2. Codification of City's Policy Not to be Exclusive Provider of Water Services Outside the Municipal Limits of the City.

The City has a general policy of denying requests for the provision of water services to areas outside the City unless the property is contiguous to the City limits and an agreeable developer's agreement with the City is reached. In some circumstances, the City may provide water services to properties that lie outside the City limits and are not contiguous to the municipal boundaries provided an agreeable developer's agreement is reached and it is in the best interest of the City to do so. The City of Eustis does not intend to be and is not the exclusive provider of water services outside the municipal limits of the City. The City's policy to not be the exclusive provider of water services outside the municipal limits of the City is hereby formalized and codified. In accordance

with this policy, private companies may provide water services to areas outside the municipal limits.

Section 3. Developer's Agreement and Approval by Commission Required for Any Establishment of Water or Sewer Services.

Any arrangement to provide water and sewer services, whether to properties within the City limits or outside the City limits, must be in the form of a written developer's agreement and must be approved by the City Commission on terms and conditions agreeable to the City Commission. The terms of which, may include, but not limited to, compliance with all current City codes, regulations, requirements, and an obligation to annex in to the City if not already annexed.

Section 4. Severability.

If any section, sentence, clause, phrase or word of this Ordinance is for any reason held, or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not effect the remaining portions of this ordinance; and it shall be construed to have been the City Commission's intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not effect the applicability thereof to any other person, property or circumstances.

Section 5. Conflicts.

All ordinances or part of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 6. Codification.

The provisions of this Ordinance shall be codified as and become part of the Land Development Regulations of the City of Eustis. The sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section", "Article", or other appropriate word.

Section 7. Effective Date.

This ordinance shall become effective upon adoption.

PASSED, ORDAINED AND APPROVED in Regular City of the City Commission of the City of Eustis, Lake County, Florida, this 3 day of April, 2008, upon the second and final reading.

CITY COMMISSION OF THE CITY OF EUSTIS

Evelyn H. Smith, Mayor-Commissioner

ATTEST:

Judy Roberts, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 3 day of April, 2008, by **EVELYN H. SMITH** and **JUDY ROBERTS**, the Mayor and City Clerk of the City of Eustis, Florida, who are personally known to me.



Susan M. Newyn
Notary Public, State of Florida

Printed Notary Signature

CERTIFICATE OF POSTING

The foregoing Ordinance #08-09 is hereby approved, and I hereby certify that I published the same by Posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Senior Service Center; all within the Corporate Limits of the City of Eustis, Lake County, Florida.

Judy Roberts
Judy Roberts, City Clerk

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.

Derek A. Schroth, City Attorney

4/3/08
Date

CITY COMMISSION
CITY OF EUSTIS
OFFICE OF THE CITY MANAGER
AGENDA ITEM COVER SHEET

DATE: March 11, 2008
TO: Paul A. Berg, City Manager
REVIEWED BY:
SUBMITTED BY: Derek Schroth, City Attorney
SUBJECT: Ordinance #08-09

MEETING DATE: March 20, 2008
☐ Quasi-Judicial ☐ Public Hearing
☐ Resolution ☒ Ordinance
☐ Consent ☐ Departmental
☐ Presentation ☐ Other

RECOMMENDATION/REQUIRED ACTION: Adoption of Ordinance #08-09

BACKGROUND SUMMARY: As discussed at the March 6, 2008 – Regular City Commission Meeting, attached is an ordinance formalizing the City's policy concerning water services to properties outside the City limits and requiring a written agreement for all water and sewer services under terms agreeable to the City Commission.

Fiscal Impact:

Fiscal Year Impact: ☐ Capital ☐ Operating ☐ Other:

Account Number: Budgeted Amount:

☐ Affected Parties Notified of Meeting ☐ Not Required

Date(s) Advertised: March 13, 2008 Newspaper: Sentinel ☐ Not Required

Attachments (List): Ordinance #95-11

STAFF APPROVAL FOR PLACEMENT ON AGENDA: **DATE:**

City Manager: Paul A. Berg 3-11-2008
Finance Director: 3-12-08
City Clerk: Judy Roberts 3/11/08

COMMISSION ACTION TAKEN:

☑ Approved ☐ Disapproved ☐ Continued/Deferred Until:

Other:

Special Instructions: Approve 4-1 (Hale dissenting) on 1ST Reading; Adopted 4/3/08

From: City Clerk's Office By:

CC-01 August 2007

MINUTES

APPROVED: 3/19/2020

Regular City Commission Meeting

6:00 PM - Thursday, February 20, 2020 - City Hall

INVOCATION: MARTHA HARRISON MONROE

PLEDGE OF ALLEGIANCE: COMMISSIONER ALIBERTI

CALL TO ORDER: 6:14 P.M.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

PRESENT: Commissioner Marie Aliberti, Vice Mayor Emily Lee, Commissioner Karen LeHeup-Smith, Commissioner Robert Morin (arrived 7:47 p.m.), and Mayor Michael Holland

1. AGENDA UPDATE: NONE

2. PRESENTATIONS

2.1 Recognition of individuals who provided assistance to Captain Gary Winheim following December 19, 2019, shooting incident

Police Chief Gary Calhoun read a narrative regarding the incident involving the shooting of Capt. Gary Winheim. He stated that the First Baptist Church of Umatilla opened its doors and assisted in feeding and sheltering the hundreds of police officers who responded to the incident. He presented a letter of thanks to Pastor Brooks Braswell on behalf of the church members.

Chief Calhoun then presented the Samaritan Award to Tonia Britt who provided assistance to Capt. Winheim immediately following the shooting and helped stop the bleeding.

Chief Calhoun then recognized Jack King for his efforts to follow the perpetrator following the shooting despite also being shot at. He stated that without Mr. King's efforts it would have taken much longer to apprehend the perpetrator and more individuals might have been injured. He presented the Citizen Award of Valor to Mr. King's brother Tim King on his behalf.

Chief Calhoun then reviewed Capt. Winheim's actions during the incident and his efforts to communicate the situation to the police department. He commended Capt. Winheim for his efforts and presented to him the Medal of Gallantry. Capt. Winheim's wife Stefanie affixed the medal to his uniform.

Capt. Winheim thanked Tonia Britt, Jack King and all of the others for their assistance stating they went above and beyond.

3. AUDIENCE TO BE HEARD

Mayor Holland asked Events Coordinator Erin Bailey to provide an update on Georgefest.

Ms. Bailey announced that the carnival had opened with the official opening of the festival to be on Friday. She stated the fireworks would be Friday night with the parade on Saturday at 10 a.m. She cited the pancake breakfast on Sunday and the Blood, Sweat and Tears concert. She thanked all of the City departments for their assistance.

David Sirdar addressed the Commission regarding the recognition of the citizens and Capt. Winheim and noted the Georgefest and the event to be held Friday in Tavares. He commented on his activities in the community and the impact events have on the youth.

Gail Isaac Thomas and Darius Kerrison announced the next Comedy Show on February 29th and thanked everyone for their attendance at the previous show. She asked about the new plaque for Carver Park with Mayor Holland stating the new plaque had just been delivered. She then asked the City to consider installing a scoreboard at Corey Rolle Field and stated they are fielding a football team.

Martha Monroe thanked the residents and Commissioners for their attendance at the Black Heritage Festival and Black Achievement Dinner. She commented on her military service and how she didn't used to appreciate Eustis but now considers it home for her and her family.

Mayor Holland thanked Ms. Monroe for her positive comments at the dinner about the community with Vice Mayor Lee concurring.

Ms. Monroe informed the Commission that the sidewalks in the Bates Avenue area are very broken up and need to be repaired.

Pebbles Brooks announced the re-opening of her business Infinite Nutrition and thanked the Mayor for introducing her to Daniel DiVenanzo and cited his assistance in getting her business re-opened. Some of her customers cited her help in getting healthy and being more open to others.

4. CONSENT AGENDA

4.1 Resolution Number 20-17: Release of Lien with Conditions, 1105 East McDonald Avenue, Code Enforcement Case 02-293 and 06-030

4.2 Resolution Number 20-19: Purchase and sale agreement between the City of Eustis and George Asbate

Moved by Vice Mayor Lee, seconded by Commissioner Aliberti, to approve the Consent Agenda. Motion carried by the following votes:

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

5. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

5.1 Resolution Number 20-16: Variance for Fence with Barbed Wire - Lot 5, Cobb Commerce Park

Mayor Holland explained to the audience that, due to the absence of Commissioner Morin, if it appears an item may have a split vote a straw poll would be conducted and if a vote would result in a 2 to 2 vote, then it will be postponed to the next meeting so that a full Commission can vote on the issue. He further explained that in the City a 2 to 2 vote would result in an item failing and it could not be brought back for nine months.

Derek Schroth, City Attorney, announced Resolution Number 20-16: A Resolution of the City Commission of the City of Eustis, Florida; granting approval for a variance to the City of Eustis Land Development Regulations Section 100-1 and 110-5.1, allowing an accessory structure (existing 6-foot fence) to remain without a principal structure onsite, and a variance to Section 110-5.7(H) to allow three strands of barbed wire atop the fence in a mixed commercial/industrial land use district on the vacant Lot 5, Cobb Commerce Park Subdivision.

Lori Barnes, Development Services Director, explained that City staff observed in May 2019 that a fence had been erected on the vacant site without a permit and vehicles were being stored on the property without a site plan. She reviewed the history of the violation, site plan application, comments by the Development Review Committee and reopening of the violation. She stated that in January the City received the fence permit application which included barbed wire on the top of the fence which is not allowed except in agricultural and conservation districts.

Ms. Barnes then explained the after-the-fact variance application for a variance to allow a six-foot fence to remain on the property without a primary structure and to allow the three-strands of barbed wire to remain atop the fence. She reviewed the applicant's justification as follows: 1) security for a future build; 2) wanting to match surrounding properties; 3) financial hardship and financial loss in the future; and 4) the area is dark and, in the future, tools and vehicles will be held there. She explained the location of the site in the Cobb Commerce Park and presented a map and photographs showing the location of the fence and a landscape hedge.

Ms. Barnes then explained staff's analysis of the variance request stating that two variances are actually needed: 1) for the barbed wire; and 2) for the fence itself since it is an accessory structure without a primary structure. She stated that financial loss cannot be considered in approval for a variance. She further stated that the applicant could proceed with the site plan application and request a waiver for the barbed wire which has less strict regulations for approval. She expressed concern regarding setting a precedent for future developments. She cited the issues the Commission must consider in order to approve the variance. She then cited methods that the applicant could use to secure the site without using the barbed wire fencing. She stated staff's recommendation for denial and added that staff could support approval with the requirement that the barbed wire is removed.

The Commission confirmed that the fence was installed with no permitting or site plan and then vehicles were moved onto the site. They questioned what else is on the site with Ms. Barnes responding that a landscape hedge was also planted and some irrigation. She confirmed that the site plan application was withdrawn. She explained the discussion staff had with the applicant regarding their options for moving forward.

The Commission asked if the the applicant could have applied for the waiver after the fact with Ms. Barnes explaining they could have proceeded with the site plan

approval process and included the waiver request as part of that process. She indicated staff still would not have recommended approval of the barbed wire but the Commission would have had the latitude to consider it.

The Commission discussed the following: 1) the adjoining property having barbed wire; 2) the desire of the Commission to relocate the subject business to outside of the downtown corridor; 3) the possibility of setting a precedent if the request is approved; and 4) why Cobb Tractor was allowed to have barbed wire.

Ms. Barnes explained the Cobb Tractor fencing is a pre-existing nonconforming use. She indicated it can remain until it is damaged or destroyed. The City can't make them remove it but if it were destroyed in a storm it could not be replaced.

Mr. Schroth opened the public hearing at 7:08 p.m.

The following individuals spoke in support of the requested variances: 1) Jerry Cobb; 2) Nan Cobb; and 3) Mr. Trask.

There being no further public comment, Mr. Schroth closed the public hearing at 7:14 p.m.

Mr. Schroth conducted a straw poll on the resolution with the following comments: 1) legality of the application; 2) whether or not there will eventually be a building on the site; 3) the possibility of waiving the fees for the applicant to go through the site plan process and request a waiver and an extension with the fencing to remain in the interim; 4) why the site plan application was withdrawn; and 5) the need for security to protect the stored cars.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to approve Resolution Number 20-16. Motion carried by the following votes:

Ayes:	Vice Mayor Lee, Commissioner LeHeup-Smith and Mayor Holland
Nays:	Commissioner Aliberti

5.2 Resolution Number 20-18: Agreement for sale and purchase of property between City of Eustis and SpenceTF LLC

Mr. Schroth announced Resolution Number 20-18: A Resolution of the City Commission of the City of Eustis, Lake County, Florida, approving and ratifying an agreement for sale and purchase of property between the City of Eustis and SpenceTF,LLC.

Tom Carrino, Economic Development Director, explained staff has worked with the purchasers on the exact language of the sales agreement. He stated some language was added to protect the City. He reviewed the stipulations as follows: 1) Purchase price of $125,000; 2) 365 day inspection period secured by a $1,000 deposit which is refundable if the purchaser does not move forward; 3) Defines the property as a five-screen drive-in movie theater; and 4) a deed restriction that requires construction of the 5-screen movie theater. He added that the deed restrictions could be removed if the purchaser either constructs the five-screen drive-in theater or pays the City the difference between the purchase price and the Property Appraiser's market value on the property. The agreement also requires

that the project must move forward and obtain a Certificate of Occupancy (CO) within 24 months or the City has the option to purchase the property back for $125,000 or the purchaser can pay the difference between $125,000 and $460,000.

The Commission asked if the City could have the first right to purchase the property back with Mr. Carrino explaining that, if the CO is not received within 24 months, the sale would be rescinded and the City would buy back the property for $125,000.

The Commission asked if the City has considered putting the property on the market to see if others want to purchase with Mr. Carrino indicating the property has been on the market with signage on the property; however, it has not been actively promoted. He explained that he was told that the City was interested in a project that would generate economic activity. He indicated that individuals have expressed interest in purchasing the property for hunting without development which was not what was desired.

Ron Neibert, City Manager, stated staff has discussed incentivizing the property such as in terms of job creation. He noted that the City had offered to sell ten acres to Steamroller Studios but would waive the principal and interest if they built their tech campus on the site.

The Commission expressed concern regarding the low sales price and the need to insure they build what they presented with Mr. Carrino indicating that the City Attorney worked to incorporate language to protect City.

Mr. Schroth opened the public hearing at 7:29 p.m.

Spencer Follmar stated his hope that the restrictions in the agreement would give the Commission peace of mind about his intent to build the theater as presented.

Eileen Tramontana, Executive Director of Trout Lake Nature Center, urged the Commission to look at doing low impact development. She recommended a large buffer zone noting the amount of wildlife that passes through that corridor. She cited the amount of water that is retained on the property and expressed concern regarding how that would be addressed. She noted an issue that will arise with the mosquitoes in that area and expressed concern about the effect on the wildlife from light pollution.

Gail Isaac Thomas expressed concern about the traffic flow and noted there are no traffic signals in that area.

Keith Ware stated he had spoken with the City regarding the property. He questioned how much revenue the project would generate for the City and asked if it is an actual sale or a lease.

Mr. Neibert responded that the anticipated revenue will be $11,000 to $12,000 per year. He stated it would be a straight sale with property to be deeded over to Mr. Follmar's company.

Mr. Ware asked if the City is willing to consider other projects for the property.

Mr. Neibert explained the proposal is just for the sale of the land. He stated that Mr. Follmar has a 24 month due diligence period during which he will evaluate the project and he will have to submit a site plan to the City. He stated the issue tonight is whether or not to allow Mr. Follmar an option to purchase the property.

Mr. Ware asked if the City is open to considering other options. He also asked if the City would be willing to change the property to residential from the current MCI with Mr. Neibert indicating that the Commission has a specific request in front of them so it would depend on the action taken on that request.

Mr. Schroth closed the hearing at 7:38 p.m. He then conducted the straw poll which resulted in three "nays" and one "aye".

MOTION:
Commissioner LeHeup-Smith moved to approve Resolution Number 20-18. The motion died for lack of a second.

Mr. Follmar asked the Commission to continue the decision until there is a full Commission.

Mr. Schroth reopened the public hearing at 7:46 p.m. to discuss the request for postponement.

George Asbate noted the large number of factors affecting the project. He asked for the opportunity to provide additional information to explain the complexity of the project. He explained he is the liaison between the Chamber and the City and that he has been introducing Mr. Follmar to people in the City.

Commissioner Morin joined the meeting at 7:47 p.m.

Mr. Schroth confirmed Mr. Follmar still wanted a continuance since his previous reason had been cured with the arrival of Commissioner Morin.

Mr. Follmar stated this would be a $7 million project with $1 million earmarked for publicity. He indicated he had been looking for property for a year and asked to have the opportunity to provide additional information at the next meeting.

The Commission confirmed that if someone came in and made an offer the City could consider it.

The Commission discussed the following: 1) what the revenue to the City would be from taxes if the property were developed as residential; 2) the low price offered; 3) whether a drive-in theater would succeed; 4) allowing the applicant to provide additional information; and 5) the due diligence that would be required by the applicant to determine if the property is buildable.

Mr. Asbate suggested that the applicant meet with the Commissioners individually to provide additional information.

Moved by Commissioner LeHeup-Smith, seconded by Commissioner Aliberti, to postpone Resolution Number 20-18 to the first meeting in March. Motion carried by the following votes:

Ayes: Commissioner Aliberti, Vice Mayor Lee, Commissioner LeHeup-Smith and Commissioner Morin

Nays: Mayor Holland

5.3 Ordinance Number 19-32: Voluntary Annexation of property located at 2303 E. Orange Avenue
Ordinance Number 19-33: Comprehensive Plan amendment assigning Future Land Use designation to property located at 2303 E. Orange Avenue
Ordinance Number 19-34: Assigning Design District designation to property located at 2303 E. Orange Avenue

Mr. Schroth read Ordinance Number 19-32 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Florida; voluntarily annexing approximately 13.82 acres of real property located at 2303 E. Orange Avenue.

Mr. Schroth opened the public hearing at 7:59 p.m. There being no public comment, the hearing was closed at 7:59 p.m.

Moved by Commissioner Aliberti, seconded by Commissioner Morin, to adopt Ordinance Number 19-32 on second reading. Motion carried by the following votes:

Ayes: Commissioner Aliberti, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Morin and Mayor Holland

5.4 Mr. Schroth read Ordinance Number 19-33 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3187(1) F.S.; changing the future land use designation of approximately 13.82 acres of recently annexed real property located on 2303 East Orange Avenue from Urban Medium in Lake County to Residential Office Transitional (RT) in the City of Eustis.

Mr. Schroth opened the public hearing at 8:00 p.m. There being no public comment, the hearing was closed at 8:00 p.m.

Moved by Commissioner Morin, seconded by Commissioner Aliberti, to adopt Ordinance Number 19-33 on second reading. Motion carried by the following votes:

Ayes: Commissioner Aliberti, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Morin and Mayor Holland

5.5 Mr. Schroth read Ordinance Number 19-34 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Corridor design district designation to approximately 13.82 acres of recently annexed real property located at 2303 East Orange Avenue.

Mr. Schroth opened the public hearing at 8:00 p.m. There being no public comment, the hearing was closed at 8:00 p.m.

Moved by Commissioner Morin, seconded by Vice Mayor Lee, to adopt Ordinance Number 19-34 on second reading. Motion carried by the following votes:

Ayes: Commissioner Aliberti, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Morin and Mayor Holland

5.6 Ordinance Number 20-06: Voluntary Annexation of property located at 19516 State Road 44
Ordinance Number 20-07: Comprehensive Plan Amendment for 19516 State Road 44
Ordinance Number 20-08: Design District Assignment for 19516 State Road 44

Mr. Schroth read Ordinance Number 20-06 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Florida; voluntarily annexing approximately 0.83 acres of real property located at 19516 SR 44.

Mr. Schroth opened the public hearing at 8:01 p.m. There being no public comment, the hearing was closed at 8:01 p.m.

Moved by Commissioner Morin, seconded by Commissioner Aliberti, to adopt Ordinance Number 20-06 on second reading. Motion carried by the following votes:

Ayes: Commissioner Aliberti, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Morin and Mayor Holland

5.7 Mr. Schroth read Ordinance Number 20-07 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3187(1) F.S.; changing the future land use designation of 0.83 +/- acres of recently annexed real property located on 19516 SR 44, as more particularly described herein, from Urban Low in Lake County to Mixed Commercial Residential (MCR) in the City of Eustis.

Mr. Schroth opened the public hearing at 8:02 p.m. There being no public comment, the hearing was closed at 8:02 p.m.

Moved by Commissioner Aliberti, seconded by Vice Mayor Lee, to adopt Ordinance Number 20-07 on second reading. Motion carried by the following votes:

Ayes: Commissioner Aliberti, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Morin and Mayor Holland

5.8 Mr. Schroth read Ordinance Number 20-08 by title on second and final reading. An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Corridor design district designation to approximately 0.83 acres of recently annexed real property located at 19516 SR 44.

Mr. Schroth opened the public hearing at 8:03 p.m. There being no public comment, the hearing was closed at 8:03 p.m.

Moved by Vice Mayor Lee, seconded by Commissioner Aliberti, to adopt Ordinance Number 20-08 on second reading. Motion carried by the following votes:

Ayes: Commissioner Aliberti, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Morin and Mayor Holland

5.9 Ordinance Number 20-09: Voluntary annexing 13.95 acres located at Bates Avenue and Estes Road
Ordinance Number 20-10: Future land use map amendment to Comprehensive Plan for property located at Bates and Estes
Ordinance Number 20-11: Design District Assignment for property located at Bates and Estes

Mr. Schroth read Ordinance Number 20-09 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; voluntarily annexing approximately 13.95 acres of real property located at the northwest corner of Bates Avenue and Estes Road.

Roland Magyar, Senior Planner, explained the annexation request is for 13.95 acres located at Bates Avenue and Estes Road. He stated the future land use designation is requested to go from Rural Transition in Lake County to Suburban Residential in the City with a design district designation of Suburban Neighborhood. He reviewed the evaluation of the request and compared the County land use with the City's land use. He stated the request is consistent with the surrounding future land use designations. He confirmed the site is in the Wekiva study area and will require environmental and other studies. He stated staff's recommendation for approval.

The Commission confirmed that the designation allows up to five dwelling units per acre; however, they will not be able to obtain five units per acre due to open space regulations and other requirements with Mr. Magyar indicating that is a theoretical maximum. He explained other issues that reduce the buildable area. He stated that the school concurrency plan submittal indicates a request for 49 units that could result in 3 to 3.5 units per acre. He indicated they have not submitted any site plan to the City.

The Commission expressed concern regarding the possible impact on Blue Lake which is already experiencing flooding and the effect on traffic.

Mr. Magyar provided information regarding how rainwater drains and provided a map of the drainage basin boundaries within that area. He stated the runoff from this property will drain into the ground and toward basin #43 which is Lake Swatara. He stated any stormwater treatment will be at the bottom of the hill, not the top, and will drain toward Lake Swatara, not Blue Lake.

Mr. Neibert explained that staff has been meeting with St. John's and the residents to try and assist them with their issue.

Mr. Schroth opened the public hearing at 8:15 p.m.

The following individuals addressed the Commission and expressed concern regarding the drainage as well as the effect on wildlife: 1) Cliff Jenny and 2) Harold

Woodall.

Tim Green, Green Consulting Group, stated he was representing the applicant and acknowledged the drainage concerns. He indicated that Eustis has the most strict regulations regarding handling of recharge in the County. He confirmed that the runoff from the property would flow to the north, and possibly to the east, but would not flow to Blue Lake. He indicated due to the proximity to City water and sewer, the County would be insisting that they come to the City.

The following individuals expressed opposition to the development or expressed concern regarding density and other issues: 1) Nola Wilski; 2) John Duffy; 3) Egor Emery; 4) Catherine Gonzalez; and 5) Carol King

There being no further public comment, Mr. Schroth closed the public hearing at 8:36 p.m.

The Commission explained that annexation does not guarantee what will be developed on the property and that the development plans would be submitted later. It was stated that they would rather the City have control over the property so it can consider those concerns when it is developed.

Moved by Commissioner Aliberti, seconded by Commissioner Morin, to approve Ordinance Number 20-09 on first reading. Motion carried by the following votes:

Ayes: Commissioner Aliberti, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Morin and Mayor Holland

5.10 Mr. Schroth read Ordinance Number 20-10 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3187 (1) F.S.; changing the future land use designation of approximately 13.95 acres of recently annexed real property located on the northwest corner of Bates Avenue and Estes Road from Rural Transitional in Lake County to Suburban Residential (SR) in the City of Eustis.

Mr. Schroth opened the public hearing at 8:28 p.m. There being no public comment, the hearing was closed at 8:28 p.m.

Moved by Commissioner Aliberti, seconded by Commissioner LeHeup-Smith, to approve Ordinance Number 20-10 on first reading. Motion carried by the following votes:

Ayes: Commissioner Aliberti, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Morin and Mayor Holland

5.11 Mr. Schroth read Ordinance Number 20-11 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Neighborhood design district designation to approximately 13.95 acres of recently annexed real property located at the northwest corner of Bates Avenue and Estes Road.

Mr. Schroth opened the public hearing at 8:40 p.m. There being no public

comment, the hearing was closed at 8:40 p.m.

Moved by Commissioner Aliberti, seconded by Vice Mayor Lee, to approve Ordinance Number 20-11 on first reading. Motion carried by the following votes:

Ayes: Commissioner Aliberti, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Morin and Mayor Holland

5.12 Ordinance Number 20-12: Amending Chapter 2, Article VI - Procurement Procedures

Mr. Schroth read Ordinance Number 20-12 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; deleting and replacing, in its entirety, Chapter 2, Article VI, Division 2 Procurement Procedures of the Code of Ordinances for the City of Eustis repealing any and all conflicting ordinances; providing for severability; codification; an effective date; and publication according to law.

Mike Sheppard, Finance Director, explained the purpose of the ordinance to change the City Manager approval level back to $50,000. He stated that all of the items that have been brought to the Commission were already approved as part of the budget. He added that other routine operating expenses have been added to the exemptions.

Mr. Schroth opened the public hearing at 8:42 p.m. There being no public comment, the hearing was closed at 8:42 p.m.

Moved by Commissioner Morin, seconded by Commissioner Aliberti, to approve Ordinance Number 20-12 on first reading. Motion carried by the following votes:

Ayes: Commissioner Aliberti, Vice Mayor Lee, Commissioner LeHeup-Smith, Commissioner Morin and Mayor Holland

6. OTHER BUSINESS

6.1 Consideration of Established Policy Regarding Annexation and Outside Utility Agreements

Jimmy Crawford addressed the Commission regarding the City's policy regarding annexation and outside utility agreements. He commented on how much the City's meetings are more community meetings. He stated he represents Sorrento Pines LLC. He explained that the property is four miles from City limits with a large number of properties in between that would make the likelihood of contiguous annexation not likely. He explained the County Commission's concerns regarding a requirement for annexation. He indicated that it would only be annexable under an ISBA. He asked the Commission to consider eliminating the requirement for annexation from the utility agreement.

CONSENSUS: It was a consensus of the Commission to not waive the annexation requirement from the utility agreement.

7. FUTURE AGENDA ITEMS: NONE

8. COMMENTS

8.1 City Commission

Commissioner Morin noted he listened to as much of the meeting as he could on his way back from his other meeting.

Vice Mayor Lee announced she had pre-qualified for her seat. She reported on her attendance at a meeting at the Governor's Mansion in Tallahassee involving her seat on the Lake Sumter Board of Trustees.

8.2 City Manager

Mr. Neibert announced at the next meeting the Commission would be presented a resolution removing the referendum from the ballot although it will still appear on the ballot. He explained it is necessitated due to missing an advertising deadline. He further explained the referendum would appear on the August primary ballot.

Commissioner Aliberti commented on the Groveland Four memorial event in Tavares on Friday.

Vice Mayor Lee commented on the Black Heritage Festival and the Black Achievers banquet.

Commissioner Morin noted his attendance at a We Care dinner.

8.3 City Attorney - None

8.4 Mayor

Mayor Holland reported on an email received from residents adjacent to the Senior Center and complaints about excessive noise. He stated that he and the City Manager went to the Center the past weekend to hear the noise. He asked to have a moratorium on amplified music at that facility from 7 p.m. to morning.

Discussion was held regarding banning amplified systems completely.

CONSENSUS: It was a consensus of the Commission to ban amplified systems from the center completely.

Mayor Holland thanked everyone for their attendance and cited the various Georgefest events.

9. ADJOURNMENT: 8:56 P.M.

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

MARY C. MONTEZ
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner

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

Staff Report

TO: Eustis City Commission

FROM: Ronald Neibert, City Manager

DATE: September 9, 2021

RE: RESOLUTION NUMBER 21-55: TEXTILE RECYCLING COLLECTION BIN AT 2601 E. ORANGE AVENUE

Introduction:
Resolution Number 21-55 approves placement of a textile recycling collection bin at 2601 E. Orange Avenue pursuant to Ordinance Number 21-07.

Background:
See attached Staff Report

Recommended Action:
The City Commission has discretion to approve the placement of the bin should they find the submitted application meets the requirements of Ordinance Number 21-07.

Alternatives:
1. Approve Resolution Number 21-55
2. Deny Resolution Number 21-55

Attachments:
08-05-2021 CC MIN
Email - Barnes - Tolley - Possible Addtl Concerns & Meeting Minutes 8-26-21
ATRS ORLA Contract of Service
LL-2019-Annual-Report_Final
Email -Tolley Information For Upcoming Meeting 8-26-21
Email - Tolley - Bins Removed 8-12-21
Staff Report Res. No. 21-55
Resolution No. 21-55
BTR App & Supporting Docs 2601 E Orange Ave
Ordinance No. 21-07

Reviewed by:

Ronald Neibert, City Manager	Approved - 03 Sep 2021
Mary Montez, City Clerk	Approved - 03 Sep 2021

APPROVED: 8/19/2021

MINUTES
Regular City Commission Meeting

6:00 PM - Thursday, August 5, 2021 – Community Building
601 Northshore Drive, Eustis

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: COMMISSIONER COBB

CALL TO ORDER: 6:10 P.M.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

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

ABSENT: Commissioner Willie Hawkins

1. AGENDA UPDATE: NONE

2. APPROVAL OF MINUTES

2.1 June 16, 2021 - City Commission Workshop
July 15, 2021 - Regular City Commission Meeting

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

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

3. PRESENTATIONS

3.1 Update on City Commission-approved developments and other projects in process and breakdown of Community Redevelopment Agency expenditures and projects

Lori Barnes, Development Services Director, provided an update on the Development Services Department activities. She reviewed the various divisions, explained the specific division duties and provided annual statistics for each division. She noted that staff prepares a slide show highlighting new businesses that is presented on the City's Facebook page.

Ms. Barnes then reviewed recent state legislation that will affect how the City does business. She cited House Bill 403 regarding home-based businesses which prohibits local government from taking certain actions relating to the licensure and regulation of home-based businesses and indicated the legislation will require the City make some code changes. She explained that any regulations pertaining to noise, vibration, heat, smoke, dust, glare, fumes or noxious odors cannot be more stringent on home-based businesses than those imposed on residences without a

home-based business. She indicated that the City has no regulations in the nuisance ordinance that applies to those issues. She stated the City has two options: 1) They can strike all of the provisions regarding those nuisances related to home-businesses in the BTR ordinance; or 2) They can adopt regulations in the nuisance ordinance, Chapter 34, that would apply standards to any of those negatives impacts in any residential areas.

Discussion was held regarding whether or not to amend Chapter 34 to incorporate regulations on those negative impacts. It was a consensus of the Commission to have staff bring back some examples for their review.

Ms. Barnes then reviewed the Building Department and Code Enforcement functions and annual statistics noting that Code Enforcement has an overall 96% compliance rate. She explained that Senate Bill 60 now prohibits code inspectors from initiating an investigation unless the complainant provides their name and address. She commented on staff's efforts to get that information out to the community.

Ms. Barnes then reported on the department's annual planning statistics and explained that the planning staff also has to review building permit applications for compliance with the Land Development Regulations. She then reviewed the development incentive program for new construction which waives water and sewer impact fees noting they processed 64 applications, representing $91.7 million in private investment vs. $2.3 million in potential waived fees. She explained that those fees are not actually waived until the project gets to the building permit stage.

Ms. Barnes then provided an update on recent projects as follows: Recently completed projects: 1) Lulu Candles; 2) Valencia Grove II; and 3) Circle K at SR 44 and CR 44. Projects currently under construction: 1) Oakmere (Bates Subdivision); 2) Lake Lincoln Subdivision; 3) Lake Eustis Marina expansion; and 4) Magnolia Street Apartments. Projects under review: 1) Orange Ave. Townhomes; 2) Royal Brothers single family residential preliminary subdivision plat; 3) Pine Meadows concept plan; 4) New 7-11 at Fish Camp Road and County Road 44. Projects that may be coming soon: 1) New Ace Hardware - previously approved but delayed by a probate issue; 2) Lake House at Lake Eustis (assisted living facility) whose financing was cancelled due to Covid 19; however, their new financing options are underway and should be completed within 30 days. They are expecting to resubmit their plans within 60 days; 3) Lake Door and Trim at David Walker and Huffstetler has reported they are waiting to see what happens with building supply costs.

Ms. Barnes then listed recent individuals and businesses that have expressed interest in developing within the City: 1) Cobb Commerce Park for a soap manufacturer and a diesel repair facility; 2) CR 44 east of Walgreen's (53 acre parcel) – staff has received a number of inquiries however there are issues due to it being in a flood zone; 3) CR 44 immediately adjacent to Walgreen's (13 acres); 4) Lakeview Ave. 9 acre and 14 acre parcels - have been on the market for a number of years - have received a number of inquiries regarding that property; 5) CR 44 on north side east of Dollar General (17 acre parcel); 6) SR 44 at Waycross (25 acre parcel) just north of Lowe's - however there are challenges and no way clear for annexation due to creation of an enclave; 7) 66 acre parcel on CR 44

would create an enclave; 8) Flagship development on City property on 44 is proceeding with their due diligence and plans for the drive-in movie theater, self-storage, hotels and retail; and 9) Atrium project for the three downtown city blocks. City Manager and Economic Development Director have been negotiating with the developer and will bring it to the CRA Board at their next meeting.

Ms. Barnes then reported on the upcoming surplus property sale/mow to own program. She noted there are currently ten properties available. She commented on how the program is very staff intensive and stated they will be initiating this year's program in the late fall.

Commissioner Cobb asked about the property near the Gate station with Ms. Barnes stating that Trout Landing did receive its concept plan approval which does not provide any entitlements. She explained they are looking at marketing for the project; however they are looking at other options as well.

Tom Carrino, Economic Development Director, provided a report on the expenditures between the east and west portions of the CRA District stating approximately $1,185,000 has been spent over the past five years east of Center Street and $700,000 west of Center Street. He noted there are additional funds that have been spent throughout the CRA. He then compared the property values and revenues generated between the two sections.

The Commission asked for specifics regarding what projects have been completed with Mr. Carrino indicating he can provide a list of the major projects but could not provide a breakdown of the specific sidewalks and streets.

CONSENSUS: It was a consensus of the Commission for Mr. Carrino to provide a list of projects to all of the Commissioners.

The Commission asked about the project on Orange Avenue that has requested CRA funding twice with Mr. Carrino indicating they have lost some of their contractors and subcontractors due to a hold up when they had to make some changes to their plans. He confirmed they do not get their reimbursements unless and until the project is completed and they have paid their taxes.

The Commission then asked about Eleven Oaks with Rick Gierok, Public Works Director, reporting there are some issues with their stormwater. He indicated he would be having his camera crew video their stormwater to check to see if the appropriate repairs have been completed.

The Commission asked how they are repairing it without digging it up with Mr. Gierok explaining they inject grout. He indicated the stormwater system is the responsibility of the HOA; however, the roads are the City's and if the stormwater fails and damages the roads it will cause the City problems.

The Commission asked about requiring a performance bond for two or three years with Mr. Gierok indicating the City will get a two-year maintenance bond. He indicated that the contractor they hired is a quality contractor.

The Commission asked how this occurred with Mr. Neibert indicating they had a bad contractor and then they had a contractor walk away and it was complicated by Covid. He confirmed they obtained their Certificate of Occupancy from the County for the electric poles and fixtures.

The Commission asked about Farmstead 44 with Ms. Barnes indicating it is under construction. They are working on tree removal and they are maintaining a significant buffer of existing trees along 44. They are working on installation of the road and they have submitted their building permits for their vertical construction and those are under review.

4. AUDIENCE TO BE HEARD

Horace Jones, Executive Director for the Eustis Housing Authority (EHA), commented on the recent budget workshops stating they were very well planned out and very detailed. He thanked City staff for their assistance with the Housing Authority. He noted that EHA will be applying for a HUD grant that will provide assistance for their resource center that they will be implementing. He noted they will be requesting some matching funding from the City.

The Commission complimented Mr. Jones on the excellent condition of their facilities.

5. CONSENT AGENDA

5.1 Resolution Number 21-49: Approving Edward Byrne Memorial Justice Assistance Grant

5.2 Resolution Number 21-53: Approving a Memorandum of Understanding with LifeStream Behavioral Services LLC

5.3 Resolution Number 21-54: Approving change order and budget amendment for Umatilla Wastewater Interconnection Project

5.4 Resolution Number 21-58: Approving a revised assignment of the Developer's Agreement and first amendment to the Developer's Agreement with Redtail Club Services, LLC

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

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

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 Resolution Number 21-50: Preliminary Subdivision Plat - Orange Ave Townhomes

Derek Schroth, City Attorney, announced Resolution Number 21-50: A Resolution of the City Commission of the City of Eustis, Florida; approving a preliminary subdivision plat for the Orange Ave. Townhomes Subdivision, a 32-lot single family townhome subdivision, on approximately 3.9 +/- acres located on the south side of East Orange Avenue (between Abrams Rd. and Fruitwood Ave.).

Lori Barnes, Development Services Director, reviewed the proposed preliminary subdivision plat as follows: 1) Property owner//applicant is Lake RC, Inc.; 2) Project consists of a 32-unit townhome development; 3) FLU designation of Mixed Commercial/Residential within a Suburban Corridor design district; and 4) 32 single family lots on 3.9 acres equaling 8.7 du/ac which is less than the maximum allowed of 12 du/ac.

Ms. Barnes presented a view of the subdivision and landscape plans citing the proposed buffering. She presented an artist rendering of the townhomes. She stated the applicant did hold the voluntary community meeting with approximately five residents in attendance. She noted there were concerns regarding additional traffic. She indicated staff recommended they contact Lake County as they had concerns regarding existing issues and Orange Avenue is maintained by the County. She indicated staff has not received any input at this time regarding the project. She noted that the project was advertised with a waiver request for fencing around the stormwater pond; however, the waiver is no longer necessary. She stated staff's recommendation for approval.

Mr. Schroth opened the public hearing at 6:55 p.m. There being no public comment, the hearing was closed at 6:55 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to approve Resolution Number 21-50. Motion carried by the following votes:

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

6.2 Resolution Number 21-51: Conditional Sign - Lulu Candles 1361 Cobb Drive

Mr. Schroth announced Resolution Number 21-51: A Resolution of the City Commission of the City of Eustis, Florida; approving a conditional sign for Lulu Candles at 1361 Cobb Drive to permit a 100-square foot sign in the Rural District.

Ms. Barnes reviewed the requested conditional sign and explained that the request is to allow a sign area greater than that allowed by the Land Development Regulations (LDR's). She stated their reasoning is that their facility is more than 500 feet from SR 44 and they want the sign to be readable from the roadway. She reviewed the background information on the property and the applicable LDR's noting that signs are not included as part of the site plan review. She noted that the regulations provide for different standards for corridor design districts versus any other district. She stated the subject property is located in the Rural design district which has a maximum allowable signage of 72 square feet with 24 inch maximum letter and logo size. She stated what is requested is 100 square feet with larger lettering than the maximum allowed. She explained the conditional sign process and the issues to be considered by the Commission in determining whether or not to approve the request. She reviewed staff's analysis of the request. She added that, if the Commission desires, staff could look at whether or not to re-designate areas along 44 as corridors.

Mr. Schroth opened the public hearing at 7:04 p.m.

Mayor Holland thanked Ms. Lawrence for relocating her business to Eustis. She expressed thanks to the City for their assistance.

Karen Lawrence noted the distance that her business is set back from the main road and commented on the need to have visibility from the roadway. She noted that when the front lots are developed that will also make the view of their business more difficult. She commented on the work they have done to make their facility beautiful.

There being no further public comment, the hearing was closed at 7:06 p.m.

The Commission confirmed that no additional signage would be placed near the roadway.

Commissioner Cobb explained that while her company owns the Commerce Park, they are selling the lots in the Park; however, they still own the front four lots and there is an HOA so they retain a small percentage of ownership; therefore, she would recuse herself from voting.

Commissioner LeHeup-Smith expressed support for redefining the City's corridors.

Moved by Vice Mayor Lee, seconded by Commissioner LeHeup-Smith, to approve Resolution Number 21-51. Motion carried by the following votes:

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

6.3 Resolution Number 21-52: Approving City participation in Florida Memorandum of Understanding pertaining to opioid epidemic

Mr. Schroth announced Resolution Number 21-52: A Resolution of the City Commission of the City of Eustis, Florida; authorizing the City to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and formal agreements implementing a unified plan regarding opioid litigation; authorizing the City Manager to execute all necessary agreements; directing the City Clerk to submit the resolution to the Florida Attorney General; providing for an effective date.

Mr. Schroth explained the requested Memorandum of Understanding is due to the settlement of the opioid litigation with the City's share equaling $21,083.

Mr. Schroth opened the public hearing at 7:10 p.m. There being no public comment, the hearing was closed at 7:10 p.m.

The Commission questioned what would occur with the City's $21,000 with Mr. Neibert indicating that the agreement has specifics regarding use of the funds. The thinking is that the individual communities will not be able to do much with their shares so the funds will go to the counties to develop appropriate programs in coordination with the cities.

Moved by Commissioner Cobb, seconded by Vice Mayor Lee, to approve Resolution Number 21-52. Motion carried by the following votes:

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

6.4 Resolution Number 21-55: Textile Recycling Collection Bin at 2601 E. Orange Avenue

Mr. Schroth announced Resolution Number 21-55: A Resolution of the City Commission of the City of Eustis, Florida; approving placement of a textile recycling collection bin at 2601 E. Orange Avenue pursuant to Ordinance Number 21-07; providing for conditions of approval.

Ms. Barnes reviewed the request to allow placement of a textile recycling bin at 2601 E. Orange Avenue noting that it is the first of three requests by the applicant. She noted the site is the AAA Mini Storage site and provided an aerial view of the location. She also presented a photograph of the donation bin which was taken on Monday (August 2nd). She reviewed staff's analysis of the request based on Ordinance 21-07. She indicated that the property owner has provided approval; however, that authorization allows American Textile Recycling Services to place a bin on the property and the business tax receipt application is in the name of Orla Recycled Clothing. She stated their representative has stated that ATRS is the parent company of Orla but they have provided no documentation regarding that relationship. She presented a picture of the signage on the bin. She reviewed the requirements of Ordinance 21-07 and provided staff's analysis of each.

Ms. Barnes noted that the proposed signage on the bin does provide the ATRS office address and provides a phone number to call for special recycling which appears to be registered to ATRS. The signage also represents Libby's Breast Cancer Foundation. She further noted additional requirements and the compliance of the applicant. She added that Ordinance 21-07 limits the total number of bins within the City to four and this applicant has submitted applications for three. At that time, no other applications have been received. She stated that the Commission has discretion to approve.

Mr. Schroth opened the public hearing at 7:19 p.m.

Gary Toley, representing ATRS and Libby's Legacy, read a letter of support from Libby's signed by Tracy Harris, Executive Director of Libby's Legacy.

There being no further public comment, the hearing was closed at 7:22 p.m.

Commissioner Cobb noted when she started this she had contacted Libby's and asked how much goes to Lake County and they either couldn't or wouldn't answer her. She cited the letter sent out notifying everyone regarding the new ordinance and the lack of compliance. She expressed concern regarding the bins being placed prior to approval and that the BTR application does not match the bin application. She noted that for one location the store manager signed the agreement, not the land owner. She emphasized that the required process was not followed.

The Commission commented on the mismatching names and expressed concern regarding how much of the proceeds are actually going to Libby's.

Mr. Toley responded that he is the community relations advocate and he does not have that information. He indicated that ATRS would not be able to stay in business if they didn't make a profit. He noted that when they first started in Florida they were still supporting the various charities even though they weren't yet making a profit. He commented on the number of employees they support. He apologized for not having the specifics on the percentage provided to Libby's.

The Commission asked if there is an application fee and what will happen if the bins are not maintained.

Ms. Barnes stated there is a $10 application fee and then an $80 annual fee for the BTR plus a per site fee. She explained the applications do meet the requirements of Ordinance 21-07. She indicated the City now has the contact information to contact the organization in the event the sites are not maintained appropriately. She noted that, in the past, they did not have contact information and could not reach the bin owners and could only code enforce the property owners.

The Commission further asked how they will ensure the bins stay maintained with Mr. Toley indicating they service the bins twice per week. He added that each store owner has his name and phone number and if someone wants to donate a large item in between pickups they can call him and he will see that it is picked up. He commented on the signature by the property owner and their feeling that the authorized manager of a site should be able to approve and cited the difficulty in trying to get the actual land owner to sign an agreement.

The Commission further expressed concern regarding the varying names and commented on how other not-for-profits have to get corporate approval before setting up a fund-raiser and then they work with the local manager.

Mr. Toley indicated he would get additional paperwork to clarify the relationship between ATRS and Orla Recycling. He commented on his work with Dollar General.

The Commission noted that various businesses had indicated they had not given permission for the bins to be placed on their property. They also commented on the amount of feedback they get from the community on such issues. They encouraged Mr. Toley to look into the administrative costs.

Mr. Toley asked the Commission to consider giving them a trial basis and if they don't perform, throw them out. He indicated that, had he asked corporate for the requested information, he would have received it. He emphasized they are registered with the State of Florida.

Mr. Schroth noted that for the Resolution 21-55, it was the property owner that signed off for that site.

Mayor Holland performed a straw poll due to the absence of Commissioner Hawkins.

The straw poll showed a result of 4 to 0 against approval with comments regarding the need for all of the paperwork to match.

Mr. Neibert asked if the Commission would like to table to a date certain and allow Mr. Toley time to re-submit.

Moved by Vice Mayor Lee, seconded by Commissioner LeHeup-Smith, to table Resolution Number 21-55 to the September, 9, 2021, meeting. Motion carried by the following votes:

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

6.5 Resolution Number 21-56: Textile Recycling Collection Bin at 256 W County Road 44

Moved by Commissioner Cobb, seconded by Vice Mayor Lee, to table Resolution Number 21-56 to September 9, 2021. Motion carried by the following votes:

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

6.6 Resolution Number 21-57: Textile Recycling Collection Bin at 905 North Hwy 19

Moved by Vice Mayor Lee, seconded by Commissioner Cobb, to table Resolution Number 21-57 to September 9, 2021. Motion carried by the following votes:

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

6.7 Ordinance Number 21-11: Voluntary Annexation of property located at the northeast corner of Fish Camp Road and Grand Island Shores Road

Mr. Schroth read Ordinance Number 21-11 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 10.72 acres of real property at the northeast corner of South Fish Camp Road and Grand Island Shoes Road.

Mr. Schroth opened the public hearing at 7:46 p.m. There being no public comment, the hearing was closed at 7:46 p.m.

Moved by Vice Mayor Lee, seconded by Commissioner Cobb, to adopt Ordinance Number 21-11 on second and final reading. Motion carried by the following votes:

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

6.8 Ordinance Number 21-12: Comprehensive Plan Amendment for property located at the northeast corner of Fish Camp Road and Grand Island Shores Road

Mr. Schroth read Ordinance Number 21-12 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3184 F.S.; changing the future land use designation of approximately 10.72 acres of recently annexed real property located at the northeast corner of South Fish Camp Road and Grand Island Shores Road, as more particularly described herein, from Urban Low in Lake County to Suburban Residential (SR) in the City of Eustis.

Mr. Schroth opened the public hearing at 7:47 p.m. There being no public comment, the hearing was closed at 7:47 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to adopt Ordinance Number 21-12 on second and final reading. Motion carried by the following votes:

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

6.9 Ordinance Number 21-13: Design District Assignment for property located at the northeast corner of Fish Camp Road and Grand Island Shores Road

Mr. Schroth read Ordinance Number 21-13 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Neighborhood design district designation to approximately 10.72 acres of recently annexed real property located at the northeast corner of South Fish Camp Road and Grand Island Shores Road.

Mr. Schroth opened the public hearing at 7:48 p.m. There being no public comment, the hearing was closed at 7:48 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to adopt Ordinance Number 21-13 on second and final reading. Motion carried by the following votes:

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

6.10 Ordinance Number 21-21: Annual update of the Five-Year Capital Improvement Element of the Comprehensive Plan Fiscal Year 2022-26

Mr. Schroth read Ordinance Number 21-21 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, approving the annual update of the Five-Year Capital Improvement Schedule of the Comprehensive Plan pursuant to Florida Statutes 163.3177(3)5(b); providing for conflicting ordinances, severability and effective date.

Mr. Schroth opened the public hearing at 7:49 p.m. There being no public comment, the hearing was closed at 7:49 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Commissioner Cobb, to adopt Ordinance Number 21-21 on second and final reading. Motion carried by the following votes:

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

6.11 Ordinance Number 21-10: Comprehensive Plan Text Amendment

Mr. Schroth read Ordinance Number 21-10 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Florida, amending the City of Eustis Comprehensive Plan 2010-2035 pursuant to Section 163.3184 of the Florida Statutes; providing for text revisions to the Future Land Use Element, Future Land Use Element Appendix, Conservation Element, Economic Development Element, Housing Element, Intergovernmental Coordination Element, Parks and Open Space Element, and Transportation Element; amending maps; providing for addition of a Property Rights Element; providing for the repeal of ordinances inconsistent with this ordinance; providing for conflicting provisions; and providing for severability and effective date.

Mr. Schroth noted that the ordinance has been amended to only apply to the Property Rights Element and continue the other items.

Mr. Schroth opened the public hearing at 7:50 p.m. There being no further public comment, the hearing was closed at 7:50 p.m.

Moved by Vice Mayor Lee, seconded by Commissioner Cobb, to approve Ordinance Number 21-10 on first reading as amended by the Local Planning Agency to include the Property Rights Element only. Motion carried by the following votes:

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

7. FUTURE AGENDA ITEMS

7.1 Commissioner Cobb asked if the LPA meetings could begin at 5:30 p.m. instead of 5:50 p.m. with Mr. Neibert noting that sometimes there are other meetings prior to the LPA and Commission. He noted that staff can look at moving back the meetings where possible.

8. COMMENTS

8.1 City Commission

Commissioner Cobb noted Lori Johnson, Consumer Sciences Field Advocate for the Ag Center, is applying for a grant to bring to the community classes in cooking healthy. She commented on a related meeting with Craig Dolan and thanked him for his assistance.

Commissioner LeHeup-Smith commented on the Alee Academy fund-raiser.

Vice Mayor Lee stated there would be a career planning workshop at the Eustis Woman's Club on Wednesday, August 25th. Cost is $15 per person. She thanked everyone for their support during the recent passing of her granddaughter.

Commissioner Cobb thanked everyone for their support of the Alee Academy fund-raiser and noted that she and Mayor Holland both sit on the Alee Academy Board.

8.2 City Manager - None

8.3 City Attorney - None

8.4 Mayor

Mayor Holland announced that the Commission and staff would be attending the Florida League of Cities conference in Orlando the next week. He thanked Chief Capri for his work on resolving the homeless issue within the City and assisting them in getting the assistance they need. He announced that the next day would be First Friday and would feature a Spirit Rally for Eustis High School. He invited everyone to attend.

Chief Swanson noted the number of phone calls they are getting regarding Covid testing and vaccination. He stated the Health Department would be providing vaccinations at First Friday and then again in September. He cited locations where people can get tested as well.

Mayor Holland encouraged everyone to get vaccinated and noted the number of people who thought it was a hoax but are now suffering from Covid 19.

9. ADJOURNMENT: 8:01 P.M.

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

Mary C. Montez

MARY C. MONTEZ
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Cobb, Nanette, Lyn	Eustis City Commission
MAILING ADDRESS 3151 Brighton Rd	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Eustis — COUNTY: Lake	NAME OF POLITICAL SUBDIVISION: City of Eustis
DATE ON WHICH VOTE OCCURRED August 5th, 2021	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

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

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

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

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Nanette Lyn Cobb, hereby disclose that on August 5th, 20 21 :

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

___ inured to the special gain or loss of my relative, _____ ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Couldn't vote on a sign ordinance for Lulu's Candles because I have interest in Cobb Commerce Park. We have 4 lots remaining and we're part of the land association

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

8/9/2021
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Barnes, Lori

From: Gary Tolley <gtolley@atrsonline.com>
Sent: Thursday, August 26, 2021 1:28 PM
To: Barnes, Lori; Brian Papenfuss
Cc: Neibert, Ronald; Derek Schroth - Bowen & Schroth, PA (dschroth@bowenschroth.com); Montez, Mary
Subject: Re: ATRS Donation Bins RE: Information For Upcoming Meeting (Attachments)

Hey Lori,

I may be mistaken, but the notarized authorization forms that were included in the application seemed to suffice, despite there being some concern.

Each of the authorization forms we submitted states that the signatory has authorization to agree to the use of the property.

Hope we can get our bins back to Eustis soon.

Thank You,

Gary Tolley
CRA ATRS
ATRSCorp.com

From: Barnes, Lori <BarnesL@ci.eustis.fl.us>
Sent: Thursday, August 26, 2021 12:55 PM
To: Gary Tolley <gtolley@atrsonline.com>; Brian Papenfuss <Brianp@atrsonline.com>
Cc: Neibert, Ronald <NeibertR@ci.eustis.fl.us>; Derek Schroth - Bowen & Schroth, PA (dschroth@bowenschroth.com) <dschroth@bowenschroth.com>; Montez, Mary <MontezM@ci.eustis.fl.us>
Subject: ATRS Donation Bins RE: Information For Upcoming Meeting (Attachments)

Thank you, Gary. One of the other concerns was authorization by business managers vs. the property owners. Do you have other submittals to address that concern?

Best,
Lori Barnes, AICP, CPM
Development Services Director
City of Eustis
4 North Grove Street, P.O. Drawer 68, Eustis, FL 32727
Phone: (352) 483-5460
Email: barnesl@ci.eustis.fl.us

From: Gary Tolley <gtolley@atrsonline.com>
Sent: Thursday, August 26, 2021 11:49 AM
To: Barnes, Lori <BarnesL@ci.eustis.fl.us>; Neibert, Ronald <NeibertR@ci.eustis.fl.us>; Brian Papenfuss <Brianp@atrsonline.com>
Subject: Information For Upcoming Meeting (Attachments)
Importance: High

Hello Lori,

Hope you both are doing well.

After the last meeting I attended, there were some items that city council members asked us to address. As you know, all bins have been removed on August 9th, until permits have been obtained.

Regarding the ATRS / Orla Recycling connection, the document attached shows how we are associated. American Textile Recycling Service is the parent company to Orla Recycling.

The other document is the Annual Report from Libby's Legacy. Probably more information than is needed, but it has everything you should require.

I did investigate the issue that arose after Councilwoman Cobb called the office of Libby's Legacy to inquire about the percentage of Lake County service. Their Executive Director (Tracy Harris) informed us that she was not the one who spoke to Councilwoman Cobb, but she is open to a direct conversation with her. The number is on their literature.

Regarding the business model, here is what my manager had to say:

As per their contract ATRS pays Libby's $0.02/lb for all donated credential no matter what we are currently selling at, or not selling at, as was last year's case. Since a good month is running at $0.05/lb profit we average giving Libby's 40% of our profits. For the first 5 years the market was open we lost money based on operations but still paid out the NPO partner their contracted amount.

Thank you in advance for forwarding this information to the council members prior to the next meeting that will address these issues.

If you have any questions, please call me at 321-663-3709.

Gary Tolley
CRA ATRS
ATRSCorp.com

Please note: Florida has a very broad public records law. Most written communication to or from government officials regarding government/public business is public record available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

Contract for Services

1. Names

This agreement is between A.T.R.S. Inc., a Texas corporation doing business as American Textiles Recycling Services, LLC. (Client), and ORLA Recycled Clothing, Inc, a Delaware corporation doing business as ORLA (Contractor).

2. Services to be Performed

Contractor agrees to perform the following services for Client:

1. Locate locations suitable to place collection boxes and make arrangements to place the box there, on an ongoing basis.

2. Place the collection box, maintain it and pick up the contents of the boxes.

3. Time for Performance

Contractor will perform these services on a perpetual basis until this agreement is cancelled.

4. Payment

Client will pay Contractor as follows: Reasonable collection costs will be reimbursed.

5. Terms of Payment

Contractor will submit invoices as often as every 7 days to Client for all services performed. Client shall pay Contractor within 30 days from the date of Contractor's invoice.

6. Limited Liability

This provision allocates the risks under this Agreement between Contractor and Client. Contractor's pricing reflects the allocation of risk and limitation of liability specified below.

Contractor's total liability to Client under this Agreement for damages, costs and expenses shall not exceed the compensation received by Contractor under this Agreement. However, Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Contractor, or Contractor's employees or agents, while on Client's premises to the extent such actions or omissions were not caused by Client.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

7. Equipment and Supplies

Contractor, at Contractor's expense, will provide all equipment, tools, and supplies necessary to perform the contractual services, except for the following, which will be provided by Client:

Collection boxes and the vehicles needed to find the locations, place the boxes and service them.

8. Expenses

Contractor will be responsible for all expenses required for the performance of the contractual services.

9. Terminating the Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of the date Contractor completes the services required by this Agreement or the date a party terminates the Agreement as provided below.

With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes:

- a material violation of this Agreement, or
- Client's failure to pay Contractor's fees as provided in this agreement, where Contractor has demanded payment, in writing, and has not received payment at least 20 days after the date that such demand was sent to Client.

In addition, either party may terminate this Agreement at any time by giving 15 days written notice of termination.

Contractor shall be entitled to full payment for services performed prior to the date this Agreement is terminated.

10. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

- Contractor will have the right to control and determine the methods and means of performing the contractual services.
- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

- Client shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

11. State and Federal Taxes

Client will not:

(a) withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf, or

(b) withhold state or federal income tax from Contractor's payments or make state or federal unemployment contributions on Contractor's behalf.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare and self-employment taxes. Contractor will also pay any unemployment contributions related to the performance of services under this contract.

If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Client. Client shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

12. Disputes

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise

to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

13. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

14. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

15. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

16. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

17. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of Texas.

18. Counterparts

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

19. Modification

This agreement may be modified only by a written agreement signed by the parties.

20. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

21. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

***** **This area was intentionally left blank.** *****

CLIENT

A.T.R.S. Inc.,

a Texas corporation doing business as American Textiles Recycling Services, LLC.

10739 W Little York Rd. STE 100

Houston, Texas 77041

Dated: 3-1-16

By: _____

David M Peganyee

President, A.T.R.S. Inc.

CONTRACTOR

ORLA Recycled Clothing, Inc,

a Delaware corporation doing business as ORLA

3430 N Orange Blossom Trail

Orlando, FL 32804
Taxpayer ID: 81-1622482

Dated: 3-1-16

By: _____

Gilbert Regalado

President, ORLA Recycled Clothing, Inc



LIBBY'S LEGACY BREAST CANCER FOUNDATION

2019 Annual Report

Our mission is to provide comprehensive services to the underserved through education, mammograms, and patient navigation on the journey from diagnosis to survivorship with the compassion to ensure no one fights alone.

Libby's Legacy Breast Cancer Foundation™

OUR STAFF



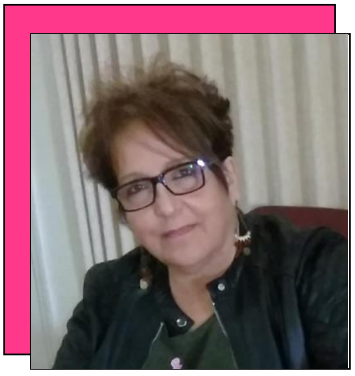
Tracy Harris
Executive Director



Robin Maynard-Harris
Founder & Director of Survivorship



Sandy Campbell
Mission Manager



Zenaida Diaz
Patient Services

Table of Contents

2019-2020 BOARD OF DIRECTORS 4

OUR 2019 COMMUNITY IMPACT 6

WHO WE ARE 7

- Cancer Screening Initiative (CSI) 7
- Mammogram Access Project (MAP) 7
- Patient Advocate Liaison Services (PALS) 8
- Bridging Breast Health Gaps in the LGBTQ+ Community 8
- Live Big Memory Cruise 8
- Pink Ribbon Garden Project (PRG) 9
- Hooked On Hope 10

WHERE WE SERVE 11

WAYS TO GIVE 11

FUNDRAISING 12

WHY WE ARE HERE 13

FINANCIALS 14

2019 COMMUNITY PARTNERS 15

2019 PINK RIBBON GARDEN WELLNESS PARTNERS 16

2019 COMMUNITY FUNDRAISING PARTNERS 17

2019 DONORS 18

A WORD FROM OUR FOUNDER 20

2019-2020 BOARD OF DIRECTORS



Tammy Humphrey Ed.D *Board Chair*

Tammy has over 25 years of experience in the areas of education and corporate learning. Her many roles have included educator, administrator, instructional designer, project manager, consultant, learning leader and offering manager. After a successful career as a public school teacher and administrator, she transitioned to the technology industry.



Stefanie Steele *Vice-Chair*

Stefanie is currently the Director of Government Relations for the Eastern Region of the United States at Project Lead the Way (PLTW). Her passion and drive to save lives from breast cancer stems from her first-hand experience of helping so many men and women fighting the disease, including her grandmother, who is a breast cancer survivor. Stefanie lives in Orange County with her husband and two young children.



Kathy Cregan *Treasurer*

Kathy owns and operates Cregan & Co., PA who offers accounting services, tax preparation and planning to small and mid-size businesses, investors in real estate and the stock market, those in the entertainment industry as well as professionals. Kathy is one of the top 5% of the CPAs in the nation based on the criteria provided by the AICPA. She loves her two sons, the SF Giants, music and her sweet dog CoCo.



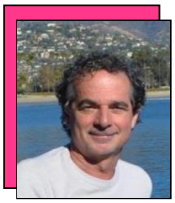
Robin Maynard-Harris *Founder, Director of Survivorship, Secretary*

Robin has served the citizens of Orange County as a Paramedic and Crime Scene Investigator. After the loss of her Mom Libby to breast cancer in 2006, Robin took saving lives down a whole new path and Libby's Legacy was formed in 2007. Robin has dedicated herself to this foundation in her Mother's honor and memory. Today, Robin is the Director of Survivorship and Board Secretary.



John Michael Cunningham *Board Member*

John Michael runs a successful real estate business, "List Now, Sell Today". He has personal knowledge of Libby's Legacy's programs his family was a recipient of the Live Big Cruise, he and his sisters were able to make, once in a lifetime, memories with their mother before she passed away. "I joined the board because of how much Libby's does to support the community, how diverse they are and how dedicated they are to the people they serve, the survivors especially."



Pedro Faura *Board Member*

Pedro is currently Director of Claims with Progressive Insurance in Tampa, Florida. In his role as Director he is responsible for managing an organization of 200 employees throughout Florida. His role includes strategic planning and acting as a business expert assessing operational strengths and weaknesses, and creating plans to optimize performance and ensure successful implementation of changes within the Claims organization while adhering to the company's core values.

We would like to sincerely thank Jeanette Bokland and Nancy Blastic, who completed their board roles in 2019, for their dedicated service to the mission of Libby's Legacy Breast Cancer Foundation.

A LETTER FROM OUR BOARD CHAIR

Dear Friends,

Most people don't make it out of their teenage years without knowing someone who has been affected by or diagnosed with breast cancer. This is because it's the second most common cancer women are diagnosed with— in fact, the statistics are staggering with 1 in 8 U.S. women developing breast cancer during her lifetime. While risk nearly doubles when a woman has a first degree relative (mother, sister, daughter) who has been diagnosed with breast cancer, roughly 85% of those diagnosed with the disease do not have a family history. In 2018, national statistics estimate more than 330,000 women and 2,500 men were diagnosed with breast cancer. The number of lives affected increases exponentially when then caregivers, families, friends and co-workers are considered.

When Libby Maynard won her trip to heaven, her daughter Robin, set out to help others fighting the disease, founding Libby's Legacy Breast Cancer Foundation (LLBCF) in memory of her mother. I was a founding board member when Libby's Legacy was created, and now 13 years later I have taken on the role as the Board Chair as LLBCF continues to impact our community. Each of us work in honor of Libby and the thousands of others who will face breast cancer in their lives.

We believe that everyone deserves the same level of care, regardless of their socioeconomic status. Access to care is an important part of our mission of making sure no one fights alone. It begins with a mammogram and continues through treatment and into wellness. LLBCF takes great pride in providing support through all parts of the journey.

None of what we do would be possible without the help of our community and donors. With your generosity, LLBCF was able to make a difference in the lives of so many. We were able to fund free mammograms, take our education bus and mammogram bus into underserved communities, go with patients to their appointments, and provide life sustaining food to survivors and their families. In 2019 your generosity helped to save and change lives leaving a lasting impact on those affected by breast cancer.

Your decision to partner with us is received with heartfelt appreciation and gratefulness. Please be assured that we continuously aim to maximize the potential of every dollar raised and put them toward premier breast health services that patients may have not had access to otherwise. Thank you for selecting LLBCF and helping us ensure no one fights alone.

We look forward to continuing our work with you and Libby's Legacy Breast Cancer Foundation®!

Sincerely,

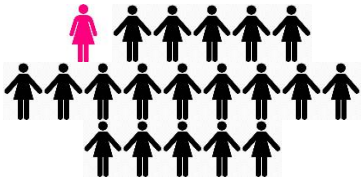
Tammy Humphrey

Tammy Humphrey
Board Chair

OUR 2019 COMMUNITY IMPACT

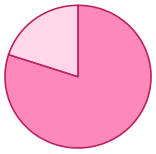
2,718
Prescribed & Direct Services Provided

627
Clients Served



1 out of every 20
served were diagnosed with Breast Cancer

72%



Of Clients were Minorities

31
Clients Diagnosed & Navigated through treatment

25
Of clients diagnosed did NOT have family history of Breast Cancer

13
Clients were younger than
50

63
Breast Cancer Survivors went on Wellness Outings

11
Clients were in their
50's



Counties Served

7
Clients were in their
60's & 70's

WHO WE ARE

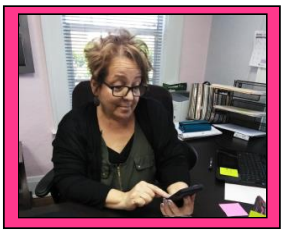
Libby's Legacy Breast Cancer Foundation (LLBCF) was founded in Orlando in 2007 as a grassroots nonprofit. We began by sending Stage IV breast cancer survivors on a Live Big memory making trip with loved ones while advocating for their care. We quickly expanded to give breast health services to the underserved. Our efforts continue to serve the growing needs of Floridians and beyond through our life changing programs.

Cancer Screening Initiative (CSI)

Our CSI program provides free digital screening and diagnostic mammograms, as well as follow up diagnostic procedures, such as sonograms and biopsies.



Clients come into our office to complete their intake, provide documentation and schedule their appointment with our collaborative partners.



Services Provided:

- Screening Mammogram
- Breast Sonogram
- Stereotactic Core Biopsy
- Breast MRI
- Diagnostic Mammogram
- Cyst Aspiration
- Sonographic Core Biopsy
- MRI Guided Biopsy

The program also offers full case management services and support for each of our clients.

Mammogram Access Project (MAP)

Since 2010 our Mammogram Access Project, in partnership with Women's Center for Radiology, has been able to bring free digital mammography as well as breast health education into underserved communities to remove barriers and meet clients where they are.



The mobile unit can complete four screening mammograms per hour. Each MAP event strives to reach our maximum of serving 32 clients/day. We follow each patient's results; if further diagnostic procedures are needed we transition clients into our CSI program and full case management services.



Patient Advocate Liaison Services (PALS)

The Patient Advocate Liaison Services (PALS) program is a patient navigation program and was created at the inception of Libby's Legacy (13 years ago) to provide a continuum of care beginning with a client's first mammogram and continuing into survivorship.

We advocate on behalf of our clients and assist in connecting them to treatment and surgery. Once connected to treatment we make the offer to attend doctor, treatment, and surgical appointments to take notes and provide to patients. With weekly phone calls to provide support, our PALS clients have the comfort of knowing we are with them and fighting for them throughout their breast cancer journey and beyond.



PALS is open to everyone regardless of financial or insured status or where you live. We assisted several clients nationally in navigating their breast cancer journeys. As our founder says, "Just because you have insurance doesn't mean you know how to navigate breast cancer."

Bridging Breast Health Gaps in the LGBTQ+ Community

LGBTQ+ Community can have an increased risk of Breast Cancer* and not be aware. This program provides education and access to breast health services to the LGBTQ+ community, thus giving access to all the services Libby's Legacy has to offer. Libby's Legacy is proud to be one of the first foundations to provide specific breast health programs to the transgender community, ensuring that each of our clients are treated with dignity and as the gender which they identify.

BBHG helps LGBTQ+ individuals take charge of their health and get the breast services they need.

*https://www.cancer.org/content/dam/cancer-org/cancer-control/en/booklets-flyers/lgbtq-people-with-cancer-fact-sheet.pdf



"Libby's Legacy treated me as my true self from first contact, during my intake and through the testing process, something my actual doctor's office struggled to do. Libby's Legacy is amazing and life-saving. I will be forever grateful."

Live Big Memory Cruise

The Live Big program provides Stage IV breast cancer survivors with a free memory making trip to create cherished memories with family, because it's not just about surviving, but living!

This program provides the patient with an experience with their families to create memories that will last a lifetime, away from the doctors and hospitals. To date, we have given 15 memory cruises.



Pink Ribbon Garden Project (PRG)

The PRG is our national program co-founded with Grammy and Oscar award-winning rock star, Melissa Etheridge. It addresses the barriers (access and monetary) underserved communities face in providing fresh plant-based foods for their families. Our program brings survivors together to plant, tend, and harvest fresh vegetables and herbs.



The first garden opened in Orlando in May 2017 followed by a ground-breaking in Altamont, NY in October, 2018. In the Spring of 2019 we held ribbon cuttings for gardens in Altamont and Albany, NY. Also in 2019 a fourth garden was built at the offices of Libby's Legacy with a ribbon cutting scheduled for March 2020.



Since opening in 2017 our gardens have provided survivors with:

- over 1000 pounds of herbs & vegetables
- over 50 varieties of plants & herbs
- over 100 deliveries to patients
- 820 hours of donated time













Hooked On Hope

We take survivors and a companion on a bass fishing trip for a day of family fun! Being on the water has been proven to reduce stress, allow for relaxation and in this case, teaches survivors a skill they can use for healthy eating as well.

Once a year we have a fleet of boats and guides sponsored by Bass Pro Shops that take a larger group of survivors and their families out for a full day of games, food, fishing & fun. Survivors began their day at Bass Pro Shops for fishing lessons, a Meet & Greet with Santa, where they received a gift bag and their very own fishing pole.

During the holiday season, we were generously gifted with a Nitro Bass Boat of our own, sponsored by Harmony Foliage and Cregan & Co. Bass Pro Shops sponsored the wrap and we are set in style to continue to take our survivors fishing and making memories in 2020.



WHERE WE SERVE

While Libby's Legacy breast health programs serve the majority of our clients in Central Florida, we do serve the entire state of Florida and beyond.

Our Pink Ribbon Garden Project co-founded with Melissa Etheridge is a National Program.

WAYS TO GIVE

Libby's Legacy Breast Cancer Foundation relies on donations from individuals and companies like you. Thanks to these donations, we continue to save and change lives in your neighborhoods and communities. We hope you will join us and support our mission. Here are some ways you can support Libby's Legacy today:

Give Monthly



Recurring gifts provide Libby's Legacy with consistent reliable funds.

Make a Direct Donation



Every dollar given supports our mission and saves and changes lives.

Sponsor an Event



Highlight your business by sponsoring one of our local fundraising events while helping to save and change local lives.

Donate Textiles



Give clothes and shoes to our partner ATRS collection bins.

Get Your Business Involved



Create a fundraising event and spread the word about the Libby's Legacy mission.

Volunteer



From office work to event planning to being a PAL, we have an opportunity for you.

Join in Paving the Way



Be a part of our building foundation with a custom engraved brick in our entry pathway to display your support in helping women in the fight of their lives.

Join our Board of Directors



Help guide Libby's Legacy into the future.

FUNDRAISING

Libby's Legacy Breast Cancer Foundation™ Presents...

Treasure Your Chest Scavenger Hunt


Lakeland


Orlando

Treasure Your Chest is a scavenger hunt event where attendees gather in teams, dress in their best pirate attire, and compete in a foot-race to gather clues to solve an ultimate puzzle. There's musical entertainment, team and individual prizes, and survivor tributes. The challenge prior to the event is to raise funds and awareness for our mission, helping to provide free mammograms and other breast health services to the local underserved Central Florida community.

Start plannin' yer crew t' join in on th' fun at this annual event. Like 'n follow our Facebook page fer news on future dates!













WHY WE ARE HERE



In 2017, I noticed a large lump on my right breast, near my arm pit. Along with my family and friends, I thought it could be fibroids and nothing to worry about. I needed to know, but, I had no health insurance and didn't know where to turn. I had a mammogram and sonogram, and those results came back that I needed a biopsy. I was scared and nervous, because I knew I could not afford the test. I started researching and I found Libby's Legacy Breast Cancer Foundation! They had my biopsy scheduled within just a few days!

Upon learning I had breast cancer, my first thought was I AM GONNA DIE because my cancer was so rare, but Libby's Legacy gave me and my family hope! They reassured us that they would do anything in their power to make sure I had the best doctors and best care. And that is exactly what happened!

I met with my medical team and received my plan for treatment. I was still scared and cried for days until I gathered my strength and realized I had to start the journey and war with cancer. My first step was a super strong dose of chemo, followed by radiation, and surgery. Libby's Legacy was by my side through each phase making certain I understood my options and supporting my decisions. I did not have to fight this battle alone!



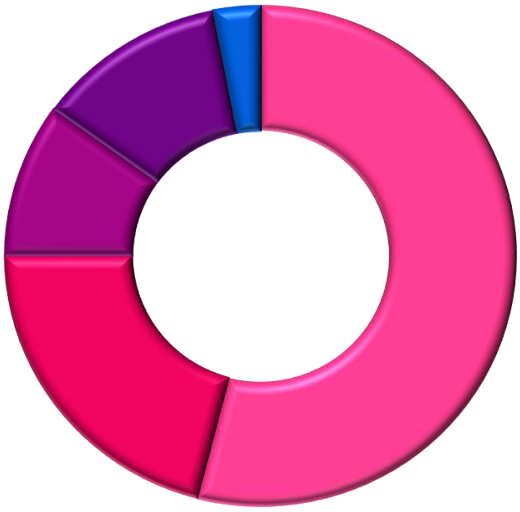
Having a rare breast cancer or any cancer is one big pill to swallow, but Libby's Legacy was there, they were with me from beginning to recovery! Libby's Legacy saved my life! I am and will forever be grateful for what Libby's Legacy has done for, not just me, but our community. Thank you so much, to Libby's Legacy Breast Cancer Foundation and each and every one of their donors that make their work possible, from the bottom of my heart, thank you!

My words of advice for someone newly diagnosed are to STAY POSITIVE and have FAITH!

~ Alina, Age 31, Kissimmee, Florida, Survivor

FINANCIALS

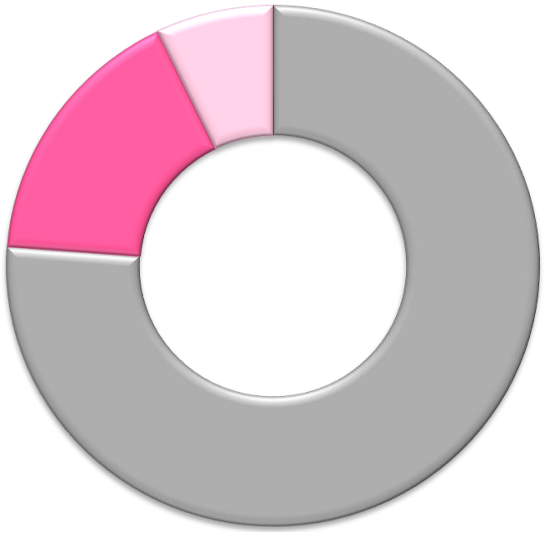
Libby's Legacy continued to diversify revenue from different sources thereby enabling us to grow in spite of challenges that plagued most nonprofits in Central Florida. We were able to keep our administrative expenses low and we continue to be A+ rated among charity reviewers.



REVENUE

- Fundraising
- 3rd Party Events
- Corporate Donations
- Grants
- Donated Securities

0.87-0.91¢ of every dollar goes to our programs



EXPENSES

- Programs
- Fundraising
- Operations

Libby's Legacy Breast Cancer Foundation

2019 COMMUNITY PARTNERS

UF Health Cancer Center

Trulieve

Women's Center For Radiology

Melissa Etheridge Cruise

Cregan & Co
The more you know, the less you owe™

Bass Pro Shops

The Make Sense Foundation

AutoNation

LIST NOW SELL TODAY
John Michael Cunningham
kw CLASSIC REALTY KELLERWILLIAMS

ATRS
AMERICAN TEXTILE RECYCLING SERVICE

Orange County Government Florida

thriveLAW

Rapid Estate
Liquidators & Auction Gallery

Grace Medical Home

2019 PINK RIBBON GARDEN WELLNESS PARTNERS

Pink Ribbon GARDEN PROJECT

Co-Founded By

MELISSA ETHERIDGE

MLB

SEFCU
Changing lives every day.

ORLANDO HEALTH®

ALBANY MED

VITAS® Healthcare SINCE 1980

MVP® HEALTH CARE

ORLANDO CITY FOUNDATION

TOBIN& DUNSHEE LLP

GFox Properties

CITY OF ORLANDO

Christmas Land
Bringing Back the Spirit of Christmas

LOWE'S

Libby's Legacy Breast Cancer Foundation

2019 COMMUNITY FUNDRAISING PARTNERS

CENOTÉ Day Spa

The Walt Disney Company

SAK comedy lab

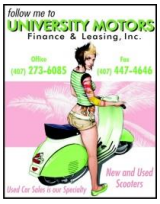
Orlando Pride

FOE #4273

Punky's Bar & Grill

Tito's Handmade Vodka Austin Texas

Universal's Cabana Bay Beach Resort



LIVE NATION

lamb of god

American Legion Post 286 Pine Hills

Turner Construction Company

MBGC
MEL'S BAD GIRLS CLUB
Charitable Organization

FACEMYER
AIR CONDITIONING & HEATING
Exceeding Your Expectations With Comfort

Hard Rock CAFE

Metes & Bounds TITLE COMPANY

The Florida Bar Young Lawyers Division

TIPSY Salonbar

Parliament House ORLANDO

IBM

2019 Special Thanks

- Fairways Women's Golf Association
- Winter Park Youth Sports Inc
- Premier Couples Superstore
- Lake Mary High School
- Make Sense Foundation
- Universal Orlando Foundation
- Graffiti Junktion-Thornton Park
- Academy of Cosmetology
- Orlando Airport Fire Department
- Wendy Rose, Artist
- Alex Melo, Photography
- Wendy Rose & Carlos Colley Wedding
- Enterprise Holdings Foundation
- Donna Sherry's Pink Party
- Wayne Automatic Fire Sprinklers
- Groveland Fire Department
- Stephanie Peel & Heather Moy
- Fifth Generation
- Robert Jureit
- Claude Smoak
- Sweetwater Golf
- City of Sanford
- Ellen Newbouer



2019 DONORS

In-Kind
UF Cancer Center
Women's Center for Radiology
Cregan & Company
Turner Construction
Lowe's

$100,000+
Melissa Etheridge
Cruise, Artists & *Sixthman, LTD*

$40,000 - $99,999
Trulieve
National Women's Soccer League
Claude Smoak

$10,000 - $39,999
American Textile Recycling Service
Array Day, LLC
AutoNation
MVP Health Care
Orange County Grant
Cregan & Company
Lamb of God

$5,000 - $9,999
American Legion Post #286
Facemyer Air Conditioning & Heating
Fraternal Order of Eagles Aerie
Fairways Women's Golf Association
The MakeSense Foundation
Sweetwater Women's Golf Association
The Plantation at Leesburg Women's Association
Commissioner Patty Sheehan Campaign
Punky's Bar & Grill
Daniel Bain & Ken

$3,000 - $4,999
AnnaMaria Mendoza
Bernadette Searcy
Enterprise Holdings Foundation
Frank Cverna
Harvest Enterprises
John Cunningham
Holly Mitchell
Jeffrey Kaplan
Joy Cottle
Lori Guevara
Meredith A. Oislander
Teri Slusarek
Victoria Scott

$1,000 - $2,999
Albany Medical Center
Bessemer Trust Company
Cenote Day Spa
Emily Fortunato
Live Nation Worldwide Inc
Loews Hotels & Co, Cabana Bay
Sabatino Andreoni
Suzanne Donnini
The Walt Disney Company Foundation
Tipsy Salonbar of Winter Park
Helena & Michele Matos
Broussard Cullen & Blastic PA
Code 4 Public Safety Emblems *on behalf of the Sanford Police*
Cutting Edge Publishing
Donna Dowless
Flight Safety International Orlando Learning Center
Hard Rock Café, Orlando
IBM
Jodi Bakshas
John Williamson
Jude & Kellie Blackburn
Lisa Cochran
Main Street Leasing Company
Metes & Bounds Title Company
Nashville Lawn & Garden Foundation
Philip S. Harper Foundation
Robin Rawls
Sally Blundon
Sawmill Campground
Sports Association for Youth
Spouses with Houses Realty
State Employees Federal Credit Union
Suzanne Lachman
Suzanne Peck
The Salon Professionals Academy
Turner Construction
Wayne Automatic Fire Sprinklers, Inc

$500 -$999
Athena Sanchez
Carlos Colley
City of Sanford
Foley & Lardner LLP
G2 International LLC
Italian American Club
Janis Beck
Jenkins Nissan of Leesburg
Kimberly Besuden, D.C., P.A.
Lamoureux
Lauren Cameron
Marianne Taylor
Newberry's Refrigeration
Seminole County Sheriff's Office Community Foundation, Inc.
Sheryl Heitker
Silzer Law
Single Sports Social Women's Club
Stephanie Leung
Stephanie, Stein
Susan West
Thrift City, Inc.



Libby's Legacy Breast Cancer Foundation

A special heartfelt thank you to each of you that chose to create a Facebook fundraiser for Libby's Legacy in 2019! You've raised over $20,000, helping us save and change lives.

Alexandra Solero's Birthday Fundraiser
Alexis Hebert Fundraiser
Angie Wormy Fundraiser
Charlene Verville's, LMT Birthday Fundraiser
Groveland Police Department Fundraiser
Christian Perkins Tutu Fundraiser
Ciao Bella's Birthday Fundraiser
Danielle Ivey's Birthday Fundraiser
Dena Arapakis Crowder's Fundraiser
Dolly Vargas' Birthday Fundraiser
Donna Christ DiFonzo's Birthday Fundraiser
Donna Foley's Birthday Fundraiser
Boss Babes in Real Estate Fundraiser
Heather Stacy Howard's Birthday Fundraiser
Jeanette Bokland After House Party Fundraiser
Jeff Hull's Fundraiser
Reedy Creek Firefighters Fundraiser
JimCarrie Vasil's Birthday Fundraiser
Joe Broen's Birthday Fundraiser
John Michael Cunningham Pie in the Face Fundraiser
John Michael Cunningham Paint a Pumpkin Pink Fundraiser
Kim Lovering Birthday Fundraiser
Kim Newberry Patton Treasure Your Chest Fundraiser
Krystal Booth's Fundraiser in Honor of Aunt Judy
Melissa Crispo's Birthday Fundraiser
Judy McCarthy Tribute Post
Mount Dora Parade Post
Robin Maynard-Harris' 50th Birthday Fundraiser
Lisa Hostetler Schoppe's Birthday Fundraiser
Marlo Rodriguez's Birthday Fundraiser
Michelle Hamrick Baker's Birthday Fundraiser
Michelle Sabrina Ricks Giblin's Birthday Fundraiser
Misty Lynn Helgeson's Pie in the Face Fundraiser
Patrice Michelle Mack's Birthday Fundraiser
Red Jaymond's Birthday Fundraiser
Rhonda Johns' Birthday Fundraiser
Rhonda Touchet Richard's Birthday Fundraiser
SAK Comedy Club Fundraiser
Patrice Michelle Mack's Birthday Fundraiser
Red Jaymond's Birthday Fundraiser
Rhonda Johns' Birthday Fundraiser
Rhonda Touchet Richard's Birthday Fundraiser
SAK Comedy Club Fundraiser
Sam Vozey's Birthday Fundraiser
Sharlie & Catherine Reynold's Anniversary Fundraiser
Sherry Adam's Birthday Fundraiser
Stefanie Steele McQuade's Birthday Fundraiser
Sylvia Ellis' Birthday Fundraiser
Collective Kindness Candle Fundraiser
Thresa O'Donnell 5-year Cancer Free Fundraiser
TL Dancy's Birthday Fundraiser
Tracy Adams Chavez Treasure Your Chest Fundraiser
Tracy Maynard-Harris' Birthday Fundraiser
Vico BÃez Febo's Birthday Fundraiser
Renae Keene's Birthday Fundraiser
Joe Broen's Birthday Fundraiser
Finn Perkins Birthday Fundraiser
Joy Croskey's Birthday Fundraiser
Kathy Cregan's Birthday Fundraiser
Luke Bradbury's Fundraiser
Michelle Marchetta's Birthday Fundraiser
Giving Tuesday Fundraiser

A WORD FROM OUR FOUNDER

I never could have imagined 13 years ago when I founded Libby's Legacy Breast Cancer Foundation, the impact it would have locally and now nationally. I think what I am most proud of is how everyone treats our patients like family. In addition, what I am most grateful for are donors and supporters like you who make this possible. You have believed in our mission, trusted us with our fiduciary duties and walked with us on our journey to ensure no one fights alone. Some of you knew my mom and others get to know her through the work we do. We hope we give you a glimpse of the warm, caring and loving woman that she was each and every day. From the bottom of my heart and in my mother's precious memory, I thank you.

Robin Maynard-Harris, Founder



Since inception, more than 7,000 breast health services have been given and over 180 women and one man have been diagnosed through these lifesaving procedures. LLBCF makes sure that no one ever has to fight alone.

Over the past 12 years, Libby's Legacy has been supported by public contributions, grants and our own fundraising efforts.



In April 2017, we moved into our permanent home within walking distance of UF Health Cancer Center, our premier treatment partner.

TAX ID#: 11-371266 SOLICITATION REGISTRATION #: CH25850: A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE 1-800-435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

From:	Gary Tolley
To:	Barnes, Lori; Neibert, Ronald; Brian Papenfuss
Subject:	Information For Upcoming Meeting (Attachments)
Date:	Thursday, August 26, 2021 11:54:46 AM
Attachments:	ATRS ORLA Contract of Service.pdf LL-2019-Annual-Report_Final.pdf
Importance:	High

Hello Lori,

Hope you both are doing well.

After the last meeting I attended, there were some items that city council members asked us to address. As you know, all bins have been removed on August 9th, until permits have been obtained.

Regarding the ATRS / Orla Recycling connection, the document attached shows how we are associated. American Textile Recycling Service is the parent company to Orla Recycling.

The other document is the Annual Report from Libby's Legacy. Probably more information than is needed, but it has everything you should require.

I did investigate the issue that arose after Councilwoman Cobb called the office of Libby's Legacy to inquire about the percentage of Lake County service. Their Executive Director (Tracy Harris) informed us that she was not the one who spoke to Councilwoman Cobb, but she is open to a direct conversation with her. The number is on their literature.

Regarding the business model, here is what my manager had to say:

As per their contract ATRS pays Libby's $0.02/lb for all donated credential no matter what we are currently selling at, or not selling at, as was last year's case. Since a good month is running at $0.05/lb profit we average giving Libby's 40% of our profits. For the first 5 years the market was open we lost money based on operations but still paid out the NPO partner their contracted amount.

Thank you in advance for forwarding this information to the council members prior to the next meeting that will address these issues.

If you have any questions, please call me at 321-663-3709.

Gary Tolley
CRA ATRS
ATRSCorp.com

From: Barnes, Lori
To: Montez, Mary
Subject: FW: Donation Bins Have Been Removed
Date: Monday, August 16, 2021 9:58:27 AM

From: Gary Tolley <gtolley@atrsonline.com>
Sent: Thursday, August 12, 2021 10:33 AM
To: Barnes, Lori <BarnesL@ci.eustis.fl.us>; Neibert, Ronald <NeibertR@ci.eustis.fl.us>; Brian Papenfuss <Brianp@atrsonline.com>
Subject: Donation Bins Have Been Removed

Good morning,

Yesterday (8/11) we removed all ATRS bins from the city until such time they get the proper permits.

Could you please advise the city council members that this has been done?

Thank You,

Gary Tolley

CRA ATRS

ATRSCorp.com

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: AUGUST 5, 2021

RE: RESOLUTION NO. 21-55: ORLA RECYCLED CLOTHING, INC. – TEXTILE RECYCLING COLLECTION BIN AT AAA MINI STORAGE 2601 (2599) E. ORANGE AVE.

Introduction:
Resolution No. 21-55 approves placement of a textile recycling collection bin at 2601 E. Orange Avenue pursuant to Ordinance No. 21-07.

Recommended Action:
The City Commission has discretion to approve the placement of the bin should they find the submitted application meets the requirements of Ordinance No. 21-07.

Applicant's Request:
The applicant request approval for a textile recycling collection bin at AAA Mini Storage.

Considerations/Analysis :

Ordinance No. 21-07 c. Placement, operation. and maintenance of textile recycling collection bins. Textile recycling collection bins ("bins") shall be governed as follows:

(i) Bins shall be placed only on:

(1) City-owned property with approval by Resolution of the City Commission through a franchise agreement

The location subject to this request is not City-owned property.

or Developed parcels that are (1) approved for non-residential use, including commercial, office, industrial and community services uses,

The location subject to this request is property developed as a mini-warehouse facility.

(2) are not located within the Central Business District or Community Redevelopment Area,

The location subject to this request is not in the CBD or CRA.

(3) expressly approved in writing from the property owner permitting such use (such written approval shall be produced to the City within two business days of the City's demand),

- ***The City's business tax receipt (BTR) process requires property owner permission for mobile vendors, which textile collection bins most closely resemble compared to permanent business locations.***

- ***The applicant has submitted a BTR application for placement of a bin at 2601 E. Orange Ave.***

- ***The applicant has provided an authorization form signed by the property owner (Michael Coffman, President, AAA Mini Storage, Inc.), however, the form provided authorizes American Textile Recycling Services to the place the bin on the property, and the BTR application lists a different business name: Orla Recycled Clothing, Inc.***

- ***The applicant has indicated (by email) that, "American Textile Recycling Service is the parent company of Orla Recycled Clothing, Inc. Gilbert Regalado is the company CEO and David Paganee is owner and president. Locally, the operation is managed by Brian Papenfuss," but has not provided documentation of the relationship between companies.***

(4) as expressly approved by the City Commission by Resolution and

The applicant is requesting approval of the City Commission.

(5) owned or operated by a business with a valid and active, at all times, City of Eustis business tax receipt.

The applicant has submitted a BTR application for the out of city business and three bin placement locations. Issuance is pending City Commission approval.

(ii) Bins shall be placed in a manner which do not to impair traffic, pedestrian, or emergency service vehicle movement within the site and which does not negatively affect
protected trees or utility services. The placement of textile recycling collection bins shall require site plan approval from the City Commission.

Please see aerial map attached to the resolution showing existing onsite improvements and proposed bin location (Exhibit A). The bin placement does not

appear to impede traffic, pedestrian or emergency vehicle movement within the site; neither protected trees nor utility services are at issue.

(iii) Bins shall be no larger than seven (7) feet in any dimension.

The proposed bins are 4.37 feet wide (front/back), 3.83 feet side, and 6.83 feet tall. (See Exhibit B to the resolution).

(iv) Bins shall be placed no less than five hundred (500) feet from any other bin unless located at least two hundred (200) feet from any public street right-of-way and not readily visible from any residential use. In no case shall more than one (1) bin be placed on a
single parcel unless a variance is requested and granted by the City.

Not applicable.

(v) Bins shall not be located within fifty (50) feet of any a public street right-of-way.

The proposed bin location is 51.6-feet from the public right of way. See aerial map with measurement (Exhibit A to the resolution).

(vi) Bins shall be constructed of steel with a rust-resistant coating and weigh at least five hundred (500) pounds empty.

The applicant has represented the bins are of steel construction, powder coated and weigh 700 pounds. (See Exhibit B to the resolution).

(vii) Each bin shall provide the name, address and telephone number of the bin's owner in weather-resistant lettering no smaller than one (1) inch high and provide other information as may be required by Florida Statutes. Bins shall contain no advertising other than as related to the franchised textile recycling collection organization or business.

The proposed bin labelling/signage is shown on Exhibit B. ATRS office with an Orlando address is provided (note BTR application is under Orla Recycled Clothing, Inc. A phone number "call 866-900-9308 for special recycling," is shown on the bin, which number appears to be registered to ATRS. The signage on the bin also represents Libby's Legacy Breast Cancer foundation.

(viii) Bins shall be painted a uniform color, maintained in good appearance, and be emptied no less than once per fourteen (14) days or immediately upon any bin having textiles not contained in the bin (i.e., on top of the bin, on the ground near the bin or placed
on something near the bin rather than contained in the bin).

All of the applicants proposed bins are orange. Conditions requiring maintenance in good appearance and frequency of service are contained in the draft resolution.

(ix) The franchisee or property owner shall be responsible for ensuring that the area within twenty (20) feet of any bin shall be kept free of trash, debris, discarded items or abandoned textiles not in the bin.

Conditions requiring ensuring the area is kept free of trash, etc. are contained in the draft resolution.

(x) No more than four (4) bins are permitted within the City limits unless the City Commission expressly approves more than four (4) bins.

The applicant has requested approval of three (3) bins; no other applications for bins have been received to date.

Community Input
The community will have an opportunity for input at the August 5, 2021 City Commission meeting.

Budget / Staff Impact:
There is no staff impact associated with item beyond regular review time. The business and each bin location will be subject to an annual business tax of $80.

Alternatives:
1. Approve Resolution No. 21-55
2. Deny Resolution No. 21-55

Discussion of Alternatives:
1. Alternative 1 approves the resolution.
   Advantages:
   - The applicant could move forward with its proposed textile recycling bin which the applicant states may benefit a not-for-profit company.

   Disadvantages:
   - The proposed bin location and application may not be consistent with the Commission's intent.

2. Alternative 2 denies the resolution.
   Advantages:
   - The Commission could request additional information or revisions to the proposed plan.

   Disadvantages:
   - The denial could result in litigation.

Prepared By: Lori Barnes, AICP, Development Services Director

Attachments:
- Resolution No. 21-55 with Exhibit A & B
- Business Tax Receipt Application

RESOLUTION NUMBER 21-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING PLACEMENT OF A TEXTILE RECYCLING COLLECTION BIN AT 2601 E. ORANGE AVENUE PURSUANT TO ORDINANCE NUMBER 21-07; PROVIDING FOR CONDITIONS OF APPROVAL.

WHEREAS, Orla Recycled Clothing, Inc./American Textile Recycling Service has made an application for textile recycling collection bin on approximately 9.65 acres located at 2601 (2599) E. Orange Avenue, as shown on Exhibit A, property more particularly described as:

Alt. Key: 3764684

Parcel Id Nos.: 07-19-27-0002-000-06300

BEG AT SE COR OF LOT 123 CRICKET LAKE VILLAGE FIRST ADD PB 30 PG 65, RUN N'LY ALONG E LINE OF LOT 123 A DIST OF 150 FT TO SE COR OF CRICKET LAKE VILLAGE SECOND ADD PB 30 PG 66, CONT N'LY ALONG E LINE OF SAID SUB 448.19 FT, S 89-21-09 E ALONG S'LY LINE OF OAKS AT SUMMER GLEN PB 60 PG 90 A DIST OF 638.54 FT, S 0-52-33 W 586.99 FT TO N'LY R/W LINE OF SR 44, S 89-39-32 W 625.67 FT TO POB--LESS S 5 FT OF THE FOLLOWING DESCRIBED PROPERTY FOR RD R/W: FROM SE COR OF LOT 123 OF CRICKET LAKE VILLAGE FIRST ADD PB 30 PG 65 RUN N 0-24-19 ALONG E LINE OF SAID LOT 123 A DIST OF 150 FT TO SE COR OF CRICKET LAKE VILLAGE, SECOND ADD PB 30 PG 66, CONT N 0-24-19 W 213 FT FOR POB, CONT N 0-24-19 W 235.19 FT, S 89-21-09 E 362.09 FT, S 0-24-19 E 591.63 FT TO N R/W LINE OF SR 44, S 89-39-32 W ALONG SAID R/W LINE 362.03 FT, N 0-24-19 W TO POB--LOTS 122, 123 IN EUSTIS, CRICKET LAKE VILLAGE 1ST ADD PB 30 PG 65 ORB 1885 PG 1760 ORB 1968 PGS 1452 1455 ORB 1992 PG 110 ORB 3865 PG 1250 ORB 4248 PG 91

WHEREAS, the property has a Land Use Designation of Mixed Commercial/Residential and a Design District Designation of Suburban Corridor; and

WHEREAS, the property is developed for commercial use as a mini-storage facility; and

WHEREAS, the proposed bin location meets the locational criteria per Ordinance Number 21-07; and

WHEREAS, the City Commission finds the proposed textile recycling bin as demonstrated by the provided Business Tax Receipt application and submittals, including Exhibit A and B, is consistent with Ordinance Number 21-07.

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

Section 1: That the textile recycling collection bin on property at 2601 E. Orange Avenue in the location shown on the attached Exhibit A is hereby approved.

Section 2: That the textile recycling collection bin approval shall be subject to the Orla Recycled Clothing, Inc./American Textile Recycling Service complying with the following conditions:

A. Bins shall be maintained in good appearance, and be emptied no less than once per fourteen (14) days or immediately upon any bin having textiles not contained in the bin (i.e., on top of the bin, on the ground near the bin or placed on something near the bin rather than contained in the bin).

B. The area within twenty (20) feet of any bin shall be kept free of trash, debris, discarded items or abandoned textiles not in the bin.

C. A valid Eustis Business tax receipt shall be maintained at all times, and

D. All other conditions set forth in Ordinance 21-07.

DONE AND RESOLVED this 5th day of August 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 physical presence, this 5th day of August, 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 21-55 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

AAA Mini Storage Inc
2599 E Orange Ave, Eustis

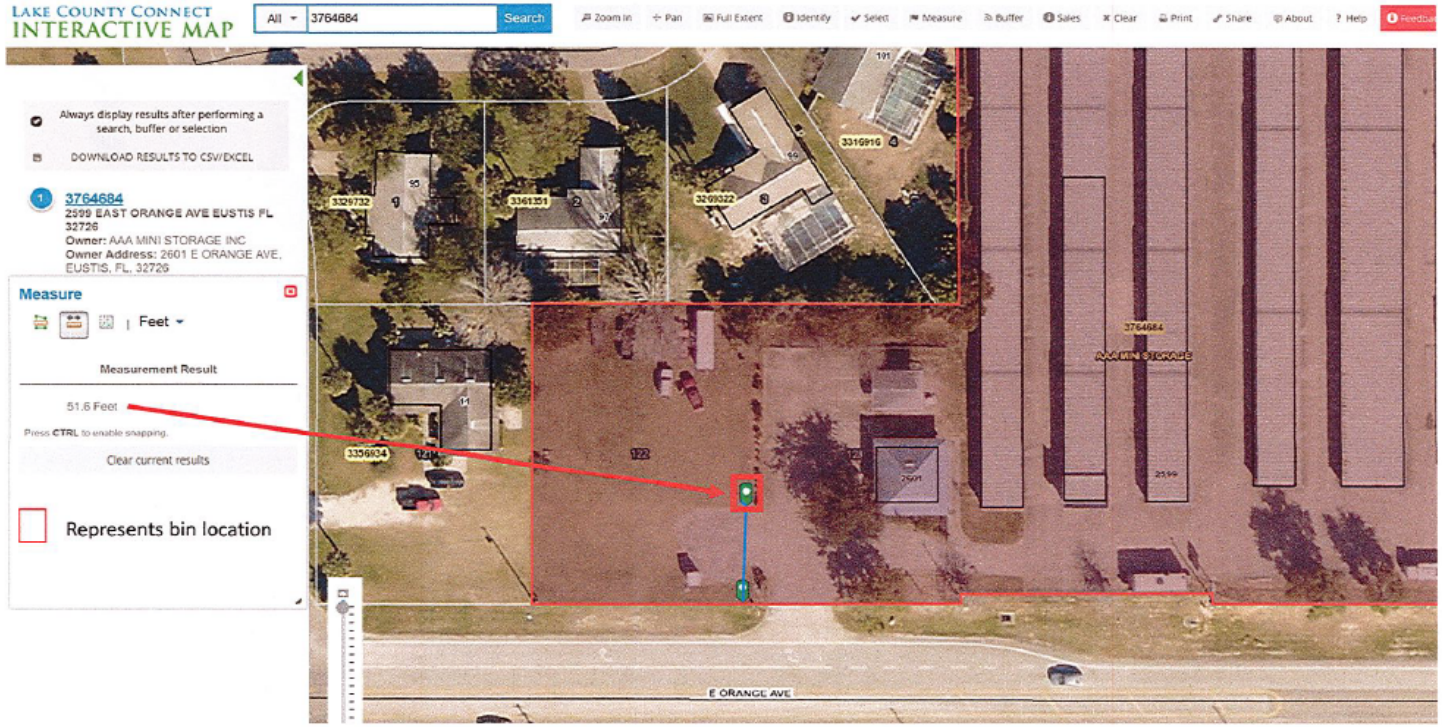
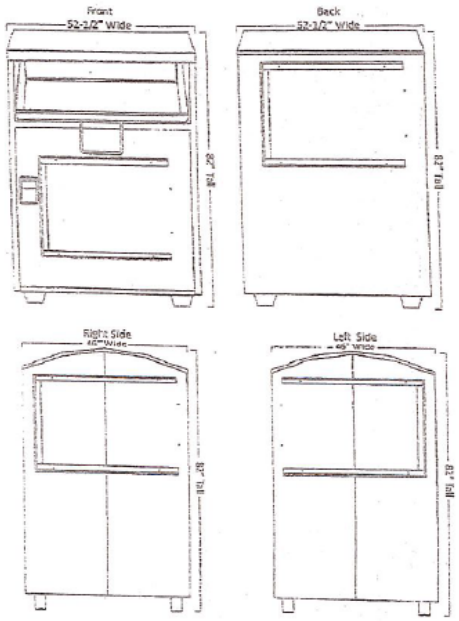


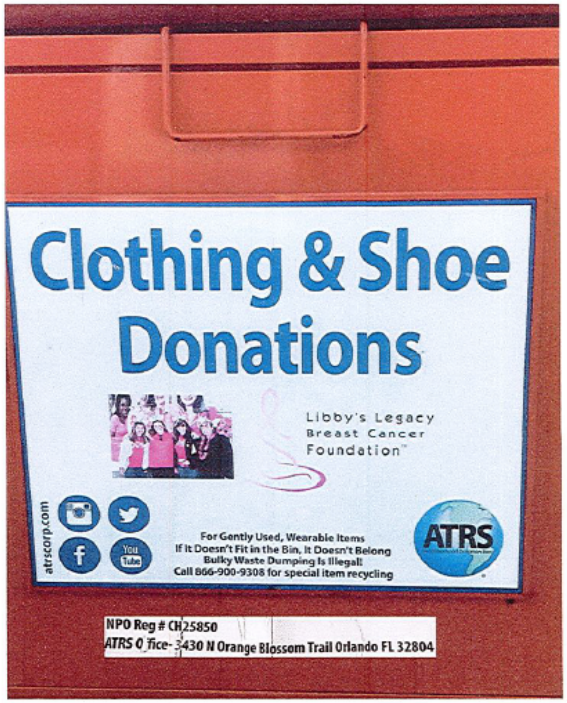
Exhibit B

ATRS Bin Dimensions



ATRS Bin

Steel Construction, Powder Coated, 700lbs



City of Eustis
Business Tax Receipt Application
4 North Grove Street
Eustis, FL 32726
Phone: (352) 483-5460

Office Use Only	*AK #*	
Date	7/19/24	By (AB)
Customer #		
BTR #		
BTR Code		
Invoice #1		$
Balance	Tax FIF	$
Invoice #2		$

Business Information ☐ **Home-Based Business? (See Pages 3-4 for restrictions)**

Business Name (DBA)
Orla Recycled Clothing, Inc. / DBA American Textile Recycling Service

Business Address (Physical Location) including suite number if applicable
AAA Mini Storage, 2601 E Orange Ave, Eustis, FL 32726

Mailing Address (if different from physical location)	City	State	Zip Code
3430 N Orange Blossom Trail,	Orlando,	FL	32804

Business Telephone Number	Business Fax Number
407-615-9688	
Email Address	Previous Business Location (if applicable)
brianp@atrsonline.com	

Ownership Information (Corporation/Corporate Officers/Individuals/Partners)

Business Owner Name (Corporation Name or Sole Proprietor)
David Paganee

Federal Employer Identification Number (FEIN)	State License Number
81-1622482	SS43226

Corporate Officer or Individual - First Name	Middle Initial	Last Name	Suffix (Jr, Sr, III)
Brian		Papenfuss	

Title	Social Security Number	Birth Date
Market Manager	297-68-7963	09/25/1975

Driver's License Number	DL State	DL Expiration Date
P151-061-75-345-0	Florida	09/25/2021

Residence Address	City	State	Zip Code	Residence Phone Number
1605 The Oaks Blvd,	Kissimmee,	FL	34746	407-615-9688

Corporate Officer or Individual - First Name	Middle Initial	Last Name	Suffix (Jr, Sr, III)

Title	Social Security Number	Birth Date

Driver's License Number	DL State	DL Expiration Date

Residence Address	City	State	Zip Code	Residence Phone Number

Office Use Only

Planning		Building		Fire		Copy to PD	

their Business Tax Receipts required by this article conspicuously displayed in their respective places of business. If the business is of a mobile nature, the tax receipt should be kept on their person.

REQUIRED REVIEWS & INSPECTIONS

The City performs inspections and reviews to ensure that you, your staff, and your customers will have and continue to have a safe environment in which to conduct business. The inspection process includes the following:

Development Services **(352) 483-5460** **4 N. Grove Street, Eustis FL 32726**

Applicants submit applications for new and relocating businesses to Development Services. This department reviews the location to ensure the proposed business activity is permitted in the land use district assigned to the physical business location, parking availability, and accessibility to roads. A conditional use permit, including City Commission approval, may be required depending on the business activity or land use designation of the property. A home business is a conditional use and must meet specific criteria (See Page 4) in order to receive administrative approval.

Building Department **(352) 483-5462** **111 E. Orange Avenue, Eustis FL 32726**

The Building Department reviews applications based on the type of business and the construction type of the proposed location. Building Department staff may require an inspection to ensure compliance with the Florida Building Code. Indicating the type of business that previously occupied the location (on Page 2) may help expedite the review process.

Will improvements or remodeling be completed at this location? (check all that apply): ☐ Mechanical ☐ Plumbing ☐ Electrical ☐ Demolition ☐ Non-Structural Walls ☐ Structural Walls ☐ Remodeling or Other _____

Fire Department **(352) 357-6585** **100 W. Norton Avenue, Eustis FL 32726**

The Fire Department must inspect and approve each proposed business location/site for life safety compliance prior to issuance of a Business Tax Receipt. Payment of the fire inspection fee of $25 (and re-inspection fees, if necessary) is payable at the time of BTR issuance. Businesses that are exempt from the business tax are still required to have the life/safety inspection prior to opening. Home occupations generally do not require inspection; however, the Fire Department reserves the right to require an inspection if the business type, storage of materials, etc. warrants.

It is your responsibility to schedule the fire inspection before your business opens. The business establishment must be set-up like it is ready to open for the inspection to be completed. Information regarding the inspection can be found on the Pre-Inspection Checklist at http://www.eustis.org/forms/fire_preinspection.pdf

Police Department **(352) 483-5400** **51 E. Norton Avenue, Eustis FL 32726**

The Police Department requires emergency contact information and alarm system information (if applicable), which the applicant provides on Page 5 of this application form.

Please Note: City Code Sec. 78-57 requires all occupants or owners of improved real property in the City to have solid waste collection and disposal services as provided by the City through its designated franchise. Owners/occupants of commercial property must contact Waste Management (352) 787-4416 directly to obtain solid waste collection and disposal information and services.

HOME OCCUPATION REGULATIONS

The City permits Home Occupations in residential districts under certain conditions. All Home Occupations must be in accordance with Chapter 109, Eustis Land Development Regulations, as follows:

A Home Occupation: Is clearly incidental and subordinate to the use of the dwelling unit as a residence; is conducted only by members of the family residing in the dwelling unit and entirely within the principal structure; does not offer products for sale from the premises; does not alter or change the residential character or exterior appearance of the dwelling unit and no evidence of the use is visible or audible from the exterior of the residential property; does not generate traffic in excess of that customary at residences and where no commercial vehicles are kept on the premises or parked overnight on the premises unless otherwise permitted by these regulations.

1) The use of the residence for a home occupation shall be clearly incidental and subordinate to its use as a residential structure by the occupants and shall under no circumstances change the residential character of the structure.

2) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation, other than one sign not exceeding one square foot in area, non-illuminated, mounted flat against the wall of the principal structure, at a position no more than two feet from the main entrance of the residence.

3) No home occupation shall occupy more than 35 percent of the total floor area of the dwelling unit.

4) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood.

5) No equipment, tools, or process shall be used in such a home occupation that creates interference with neighboring properties due to noise, vibration, glare, fumes, odors, or electrical interference.

6) Fabrication of articles commonly classified under the terms arts and handicrafts shall be deemed a home occupation provided no retail sales are made at the home.

7) Outdoor storage of materials and/or equipment shall not be permitted.

8) The following shall not be considered home occupations: Beauty shops, barber shops, studio for group instruction, public dining facility or tea room, photographic studio, fortune telling or similar activity which would rely on impulse buying, outdoor repair, food processing, retail sales, nursery school, or kindergarten.

9) The giving of individual instruction to one person at a time, such as an art or music teacher, shall be deemed a home occupation; individual instruction as a home occupation for those activities listed in paragraph 8 shall be prohibited.

10) A home occupation shall be subject to all applicable city/county occupational licensing requirements, fees, and other business taxes.

Other: Section 115-5(c)(16) Off Street Parking and Loading: Work and other trailers, both open and enclosed, including but not limited to lawn care and U-Haul types, etc., shall be parked behind the street building setback line.

I, _____the applicant/owner of this Home Occupation BTR, acknowledge the above home business restrictions and will comply.

Signature: _____ Date:_____

I understand that submitting this application does not allow me to operate or engage in any business within the City of Eustis until the Finance Director, or designee, issues a Business Tax Receipt. I further understand that anyone who operates a business without having obtained a Business Tax Receipt shall be subject to a penalty of 25% of the tax due plus a surcharge of $100. This shall be in addition to any court costs, attorney fees, etc. and general penalties per the Florida Statutes and Sec. 1-14 and Chapter 2, Article III of the Eustis Code of Ordinances. (Sec. 86-227).

I acknowledge that the issuance of a Business Tax Receipt is contingent upon compliance with all ordinances, regulations, and provisions of the City of Eustis. Should any structure or conditions be found in conflict with the building codes and fire safety requirements, that department shall set forth its objections and requirements for corrections. It is then my responsibility to correct the deficiency and request a re-inspection within 20 days. The City of Eustis will not issue the Business Tax Receipt until those corrections are made in compliance of all City codes and all applicable fees are paid.

I certify that all information contained herein is true and correct to the best of my knowledge and belief. I understand that I must comply with all City of Eustis codes; failure to correct any conditions in violation is punishable under the code.

Signature: Brian A. Papenfuss

Print Name: Brian Papenfuss

Witness Signature: G Tolley

Print Witness Name: Gary Tolley

Date: 7/23/21

Emergency Contact Information on Page 5 is required by Law as stated in the City of Eustis Code of Ordinances, Chapter 26, Section 26-29

City of Eustis – Confidential Form
Emergency Contact Business or Residence Alarm Information for Police & Fire Departments

Business Owner Name (Corporation Name or Sole Proprietor)			
ATRS/Orla Recycling			
Business Address (Physical Location) including suite number if applicable			Business Telephone Number
AAA Mini Storage, 2601 E Orange Ave, Eustis, FL 32726			
Mailing Address (if different from physical location)	City	State	Zip Code
3430 N Orange Blossom Trail,	Orlando	FL	32804
Owner (Corporate Officer or Individual)			Telephone Number

Types of Alarm(s) (Check All that Apply)

Fire	☐ Yes	☐ No	**Burglar**	☐ Yes	☐ No
☐ Smoke Detectors	☐ Manual Pull Stations	☐ Lockbox		☐ Local Only	☐ Monitored
☐ Kitchen Hood System	☐ Standpipe System	☐ Heat Detectors			
☐ Sprinkler System	Other:				

Annunciator Panel Location	
Burglar/Fire Alarm Panel Location	
Fire Alarm Co.	Burglar Alarm Co.
Address	Address
Phone Number	Phone Number
Monitoring Company/Local Only	Monitoring Company/Local Only
Phone Number	Phone Number

Additional Information or Comments

The authorization listed below only recognizes the ATRS donation bin on the premises and not the building or other structures on the property.

Person(s) on Call with Authority to Enter Premises - LIST AT LEAST 2 CONTACT PERSONS

Name	Telephone Number
Brian Papenfuss	407-615-9688
Gary Tolley	321-663-3709

Signature of Business Owner/Applicant Brian A. Papenfuss Date 7/19/21

American Textile Recycling Service

Neighborhood Donation Bins

Proudly supporting: Libby's Legacy Breast Cancer Foundation™
A Registered 501(c)(3) Non-Profit Organization

866-900-9308 • www.atrscorp.com • facebook.com/atrscorp • @atrsrecycling

OUR COMMITMENT TO SITE HOSTS

As a Donation Bin Site Host, you authorize ATRS to place a Clothing and Shoe Donation Bin at a mutually agreeable location on the below named property. ATRS will regularly collect the donated used clothing and various household items to be processed and recycled in the ordinary course of its business. Libby's Legacy has partnered with ATRS and as per its contract receives100% of the market value of every pound collected. To learn more about Libby's Legacy, and ATRS please visit http://atrscorp.com/contact/

Our Promise To You:

- ✓ Service Donation Bins as often as necessary to prevent overflow.
- ✓ Maintain Bins in satisfactory condition both structurally and in appearance.
- ✓ Keep area clean from all debris within a minimum of ten (10) feet of the Bin.
- ✓ Be responsible for obtaining any City permits, if required, at ATRS expense.
- ✓ Maintain $1,000,000 of liability insurance for this location.
- ✓ Respond to questions from you and the public through the ATRS 24-Hr Hotline posted on every bin.
- ✓ Respond promptly to any concerns within 24 hours.
- ✓ Advise Authorized Agent of any Unauthorized Bin Placement on property.
- ✓ Market and promote your destination.

Thanks for your support in allowing the placement of this donation bin. In the event you change your mind for any reason it will be removed within 72 hours from your authorization.

2599 E ORANGE AVE, EUSTIS, FL 32726
Bin Location

[illegible] MIND SOURCE
Business

GARY TAVEY
Community Relations Advocate Name
American Textile Recycling Service

X [illegible] Reg
Authorized Agent Name Title

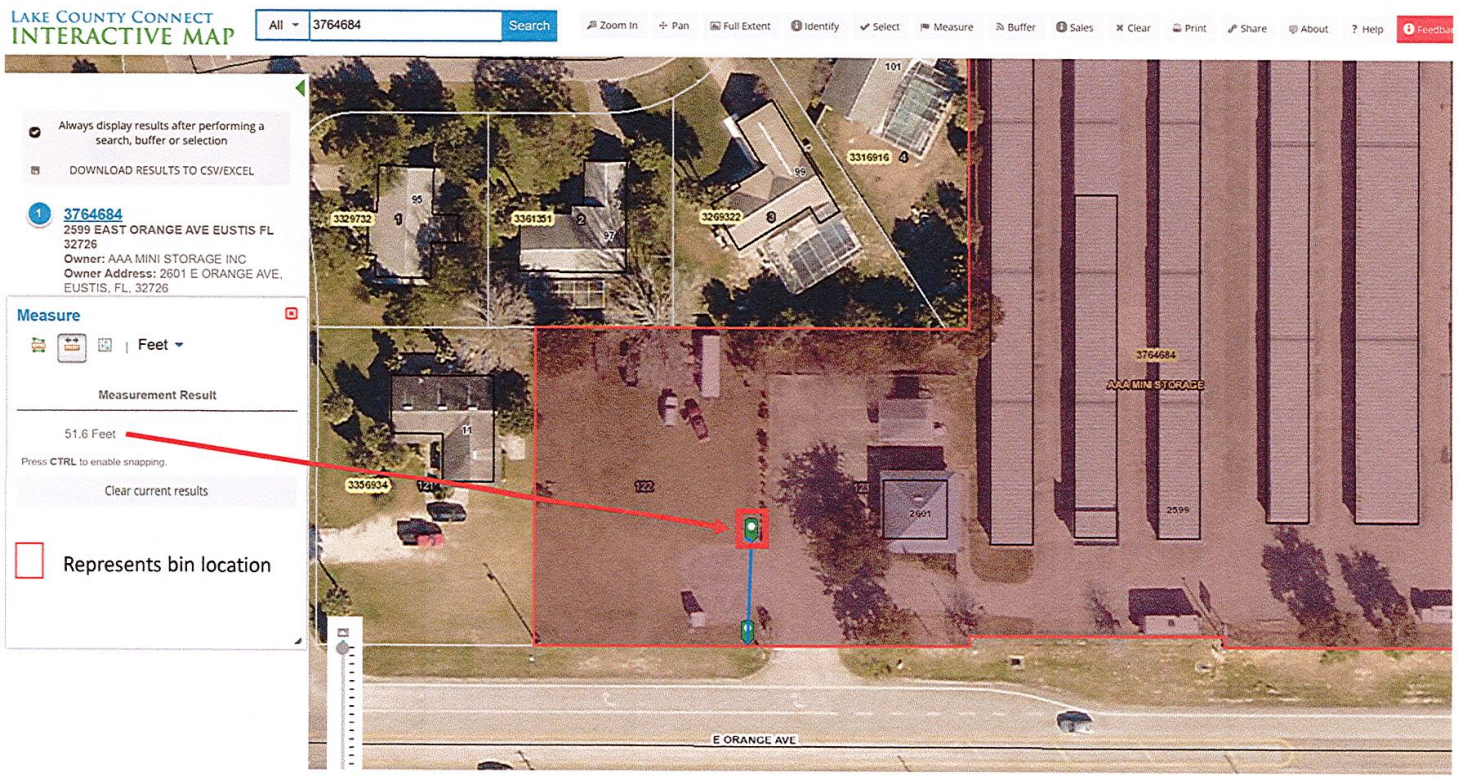
COFFMAN

Email

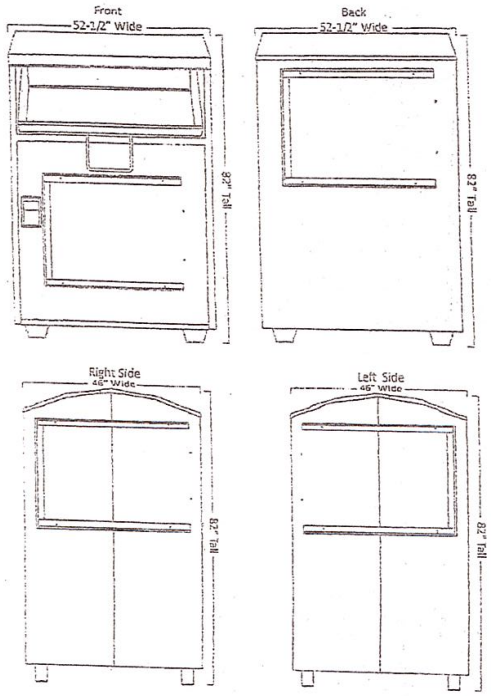
X [illegible] X 6/24/21
Authorized Agent Signature Date

23 JUNE 21
Community Relations Advocate Signature
Date

AAA Mini Storage Inc
2599 E Orange Ave, Eustis

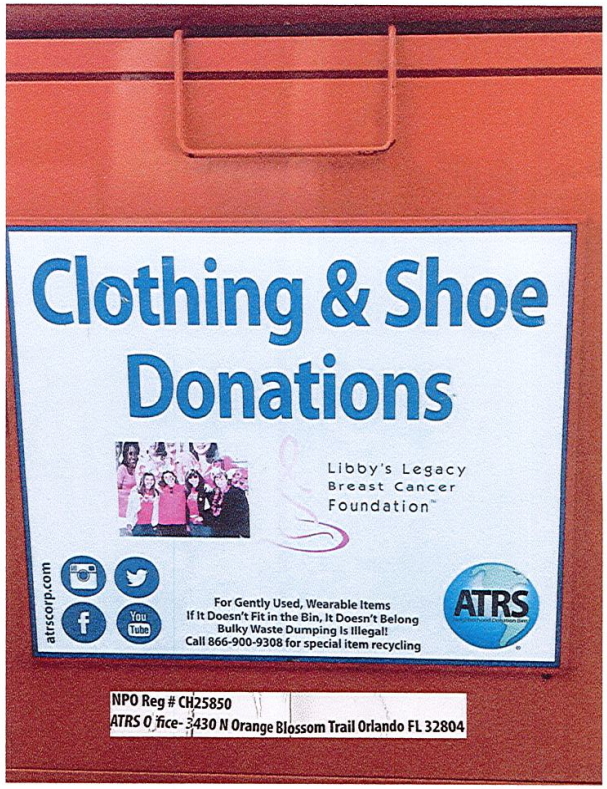


ATRS Bin Dimensions



ATRS Bin

Steel Construction, Powder Coated, 700lbs



4) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood.

5) No equipment, tools, or process shall be used in such a home occupation that creates interference with neighboring properties due to noise, vibration, glare, fumes, odors, or electrical interference.

6) Fabrication of articles commonly classified under the terms arts and handicrafts shall be deemed a home occupation provided no retail sales are made at the home.

7) Outdoor storage of materials and/or equipment shall not be permitted.

8) The following shall not be considered home occupations: Beauty shops, barber shops, studio for group instruction, public dining facility or tea room, photographic studio, fortune telling or similar activity which would rely on impulse buying, outdoor repair, food processing, retail sales, nursery school, or kindergarten.

9) The giving of individual instruction to one person at a time, such as an art or music teacher, shall be deemed a home occupation; individual instruction as a home occupation for those activities listed in paragraph 8 shall be prohibited.

10) A home occupation shall be subject to all applicable city/county occupational licensing requirements, fees, and other business taxes.

Other: Section 115-5(c)(16) Off Street Parking and Loading: Work and other trailers, both open and enclosed, including but not limited to lawn care and U-Haul types, etc., shall be parked behind the street building setback line.

I, _____ the applicant/owner of this Home Occupation BTR, acknowledge the above home business restrictions and will comply.

Signature: Brian A. Patzfuss Date: 7/19/21

I understand that submitting this application does not allow me to operate or engage in any business within the City of Eustis until the Finance Director, or designee, issues a Business Tax Receipt. I further understand that anyone who operates a business without having obtained a Business Tax Receipt shall be subject to a penalty of 25% of the tax due plus a surcharge of $100. This shall be in addition to any court costs, attorney fees, etc. and general penalties per the Florida Statutes and Sec. 1-14 and Chapter 2, Article III of the Eustis Code of Ordinances. (Sec. 86-227).

I acknowledge that the issuance of a Business Tax Receipt is contingent upon compliance with all ordinances, regulations, and provisions of the City of Eustis. Should any structure or conditions be found in conflict with the building codes and fire safety requirements, that department shall set forth its objections and requirements for corrections. It is then my responsibility to correct the deficiency and request a re-inspection within 20 days. The City of Eustis will not issue the Business Tax Receipt until those corrections are made in compliance of all City codes and all applicable fees are paid.

I certify that all information contained herein is true and correct to the best of my knowledge and belief. I understand that I must comply with all City of Eustis codes; failure to correct any conditions in violation is punishable under the code.

Signature: _____

Print Name: _____

Witness Signature: _____

Print Witness Name: _____

Date:

Emergency Contact Information on Page 5 is required by Law as stated in the City of Eustis Code of Ordinances, Chapter 26, Section 26-29

City of Eustis – Confidential Form
Emergency Contact Business or Residence Alarm Information for Police & Fire Departments

Business Owner Name (Corporation Name or Sole Proprietor)			
Business Address (Physical Location) including suite number if applicable		Business Telephone Number	
Mailing Address (if different from physical location)	City	State	Zip Code
Owner (Corporate Officer or Individual)		Telephone Number	

Types of Alarm(s) (Check All that Apply)

Fire	☐ Yes	☐ No	**Burglar**	☐ Yes	☐ No
☐ Smoke Detectors	☐ Manual Pull Stations	☐ Lockbox		☐ Local Only	☐ Monitored
☐ Kitchen Hood System	☐ Standpipe System	☐ Heat Detectors			
☐ Sprinkler System		Other:			

VOID

Annunciator Panel Location	
Burglar/Fire Alarm Panel Location	
Fire Alarm Co.	Burglar Alarm Co.
Address	Address
Phone Number	Phone Number
Monitoring Company/Local Only	Monitoring Company/Local Only
Phone Number	Phone Number

Additional Information or Comments

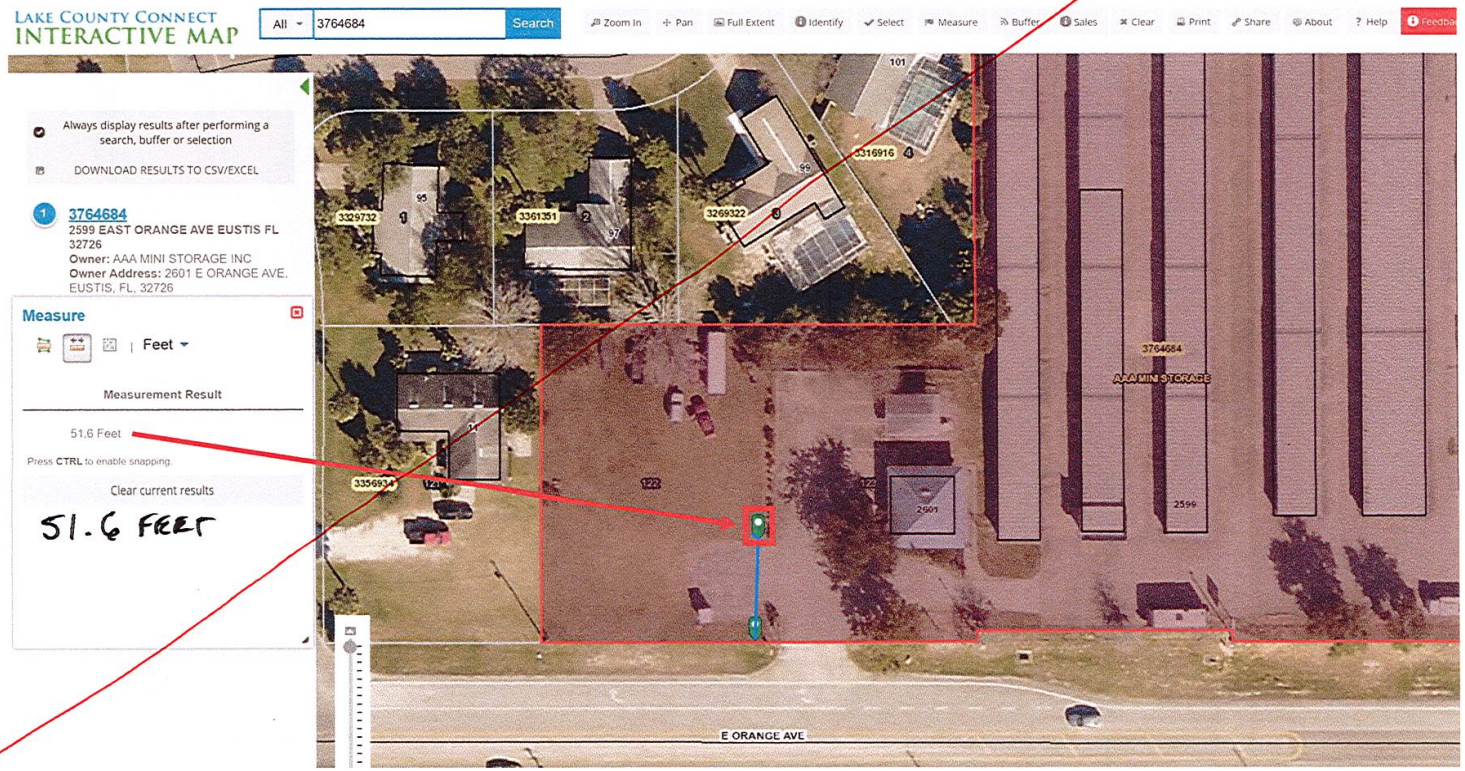
The authorization listed below only recognizes the ATRS donation bin on the premises and not the building or other structures on the property.

Person(s) on Call with Authority to Enter Premises - LIST AT LEAST 2 CONTACT PERSONS

Name	Telephone Number
Brian Papenfuss	407-615-9688
Name	Telephone Number
Gary Tolley	321-663-3709
Name	Telephone Number
Name	Telephone Number

Signature of Business Owner/Applicant Brian A. Papenfuss Date 7/19/21

AAA Mini Storage Inc
2599 E Orange Ave, Eustis



ORDINANCE NUMBER 21-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; AMENDING CHAPTER 34, ARTICLE II, BY ADDING THE REGULATION OF TEXTILE RECYCLING COLLECTION BINS (CLOTHING DONATION BINS) TO THE CODE OF ORDINANCES; REPEALING ALL PRIOR EUSTIS ORDINANCES INCONSISTENT HEREWITH; AND PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Eustis City Commission strives to provide appropriate legislation to protect the quality of life for the residents of Eustis; and

WHEREAS, the Eustis City Commission has determined there is a necessity in the City of Eustis and it will promote the general health, safety, and welfare of the City of Eustis to establish regulations of clothing bins within the City of Eustis.

WHEREAS, the following sections will be included in the Code of Ordinances, Chapter 34, Article II.

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

SECTION I. Purpose, Intent and Findings. Unlike other recyclables, such as bottles, cans and paper, clothing, shoes and other articles intended to be worn (hereinafter "textiles") have not typically been collected through regularly scheduled household pick-ups but instead have been collected through donations to receptacles located on properties owned by for-profit and not-for-profit organizations, often by way of unsupervised textile recycling collection bins placed throughout the community. If not properly regulated, textile recycling operations and textile recycling collection bins can conflict with parking, traffic circulation, and tree preservation and can lead to nuisance situations such as abandoned personal property, junk, trash, and blight. When properly regulated, textile recycling collection bins can provide a cost-effective and convenient method of textile recycling, thereby reducing nuisance, abandoned personal property, junk, trash, and blight. The purpose of this Ordinance is to set forth the conditions under which textile recycling collection bins may be placed on public and private property and to provide minimum standards as to how they are operated and maintained, as necessary to protect the public health, safety and welfare.

SECTION II. Definitions. For purposes of this Ordinance, textile recycling collection bin means a self-service container designed to allow members of the general public to deposit used textile items such as shoes, clothing, linens and draperies; and textile recycling collection means the gathering and transportation of deposited textile items such as shoes, clothing, linens and draperies either for the purpose of resale or re-use for other purposes.

SECTION III. Regulation of Textile Recycling Collection Bins.

a. Only authorized textile recycling collection bins permitted. No person shall place or maintain a textile recycling collection bin within the City of Eustis except in conformity herewith and, if on City property as authorized through a franchise agreement.

b. Collection from stationary vehicles. Collection of textiles for recycling from a stationary vehicle, truck, wagon, trailer, or similar vehicle is prohibited within the City of Eustis unless approved by the City Commission. Textile recycling collections taken directly from homes, businesses, or institutions, whether through regularly scheduled or pick-ups or through pick-ups based on special request of the donor are not prohibited and are permitted without City Commission approval.

c. Placement, operation, and maintenance of textile recycling collection bins. Textile recycling collection bins ("bins") shall be governed as follows:

(i) Bins shall be placed only on: City-owned property with approval by Resolution of the City Commission through a franchise agreement or Developed parcels that are (1) approved for non-residential use, including commercial, office, industrial and community services uses, (2) are not located within the Central Business District or Community Redevelopment Area, (3) expressly approved in writing from the property owner permitting such use (such written approval shall be produced to the City within two business days of the City's demand), (4) as expressly approved by the City Commission by Resolution and (5) owned or operated by a business with a valid and active, at all times, City of Eustis business tax receipt.

(ii) Bins shall be placed in a manner which do not to impair traffic, pedestrian, or emergency service vehicle movement within the site and which does not negatively affect protected trees or utility services. The placement of textile recycling collection bins shall require site plan approval from the City Commission.

(iii) Bins shall be no larger than seven (7) feet in any dimension.

(iii) Bins shall be placed no less than five hundred (500) feet from any other bin unless located at least two hundred (200) feet from any public street right-of-way and not readily visible from any residential use. In no case shall more than one (1) bin be placed on a single parcel unless a variance is requested and granted by the City.

(iv) Bins shall not be located within fifty (50) feet of any a public street right-of-way.

(v) Bins shall be constructed of steel with a rust-resistant coating and weigh at least five hundred (500) pounds empty.

(vi) Each bin shall provide the name, address and telephone number of the bin's owner in weather-resistant lettering no smaller than one (1) inch high and provide other information as may be required by Florida Statutes. Bins shall contain no advertising other than as related to the franchised textile recycling collection organization or business.

(vii) Bins shall be painted a uniform color, maintained in good appearance, and be emptied no less than once per fourteen (14) days or immediately upon any bin having textiles not contained in the bin (i.e., on top of the bin, on the ground near the bin or placed on something near the bin rather than contained in the bin).

(viii) The franchisee or property owner shall be responsible for ensuring that the area within twenty (20) feet of any bin shall be kept free of trash, debris, discarded items or abandoned textiles not in the bin.

(ix) No more than four (4) bins are permitted within the City limits unless the City Commission expressly approves more than four (4) bins.

SECTION IV. Enforcement of Other Regulations.

This section does not limit the authority of any state or local agency to enforce other laws, rules or ordinances relating to litter or solid waste management.

SECTION V. Severability, Appeals and Time Limitation for Court Action.

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. Any person aggrieved by this Ordinance or seeking to challenge the validity of this Ordinance or any portion thereof including the application thereof shall, before filing a lawsuit, first file a petition with the City Commission who shall hear petitioner's reasons, afford due process and an opportunity to be heard and shall render a decision on the petition within 90 days after the filing of the petition. Any lawsuit concerning this Ordinance must be filed within 30 days after the City Commission's decision and if not, it is time barred.

SECTION VI. Effective Date.

This Ordinance shall take effect on July 5, 2021. Bins, stationary vehicles, trucks, wagons, trailers or similar vehicles placed, operated or maintained not in conformity herewith shall be removed or brought into compliance no later than July 5, 2021.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Lake County, Florida, this 3rd day of June, 2021.

CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

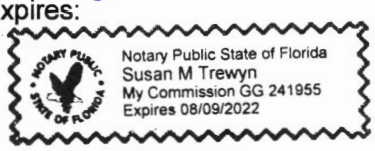
Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 3rd day of June, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

Susan M. Trewyn
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 6/3/2021

CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-07 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

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 9, 2021

RE: RESOLUTION NUMBER 21-56: TEXTILE RECYCLING COLLECTION BIN AT 256 W COUNTY ROAD 44

Introduction:
Resolution Number 21-56 approves placement of a textile recycling collection bin at 256 W County Road 44 pursuant to Ordinance Number 21-07.

Background:
See attached Staff Report

Recommended Action:
The City Commission has discretion to approve the placement of the bin should they find the submitted application meets the requirements of Ordinance Number 21-07.

Alternatives:
1. Approve Resolution Number 21-56
2. Deny Resolution Number 21-56

Attachments:
08-05-2021 CC MIN
Email - Barnes - Tolley - Possible Addtl Concerns & Meeting Minutes 8-26-21
ATRS ORLA Contract of Service
LL-2019-Annual-Report_Final
Email -Tolley Information For Upcoming Meeting 8-26-21
Email - Tolley - Bins Removed 8-12-21
Staff Report Res. No. 21-56
BTR App & Supporting Docs 256 W CR 44
Resolution No. 21-56
Ordinance No. 21-07

Reviewed by:

Ronald Neibert, City Manager	Approved - 03 Sep 2021
Mary Montez, City Clerk	Approved - 03 Sep 2021

APPROVED: 8/19/2021

MINUTES
Regular City Commission Meeting

6:00 PM - Thursday, August 5, 2021 – Community Building
601 Northshore Drive, Eustis

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: COMMISSIONER COBB

CALL TO ORDER: 6:10 P.M.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

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

ABSENT: Commissioner Willie Hawkins

1. AGENDA UPDATE: NONE

2. APPROVAL OF MINUTES

2.1 June 16, 2021 - City Commission Workshop
July 15, 2021 - Regular City Commission Meeting

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

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

3. PRESENTATIONS

3.1 Update on City Commission-approved developments and other projects in process and breakdown of Community Redevelopment Agency expenditures and projects

Lori Barnes, Development Services Director, provided an update on the Development Services Department activities. She reviewed the various divisions, explained the specific division duties and provided annual statistics for each division. She noted that staff prepares a slide show highlighting new businesses that is presented on the City's Facebook page.

Ms. Barnes then reviewed recent state legislation that will affect how the City does business. She cited House Bill 403 regarding home-based businesses which prohibits local government from taking certain actions relating to the licensure and regulation of home-based businesses and indicated the legislation will require the City make some code changes. She explained that any regulations pertaining to noise, vibration, heat, smoke, dust, glare, fumes or noxious odors cannot be more stringent on home-based businesses than those imposed on residences without a

home-based business. She indicated that the City has no regulations in the nuisance ordinance that applies to those issues. She stated the City has two options: 1) They can strike all of the provisions regarding those nuisances related to home-businesses in the BTR ordinance; or 2) They can adopt regulations in the nuisance ordinance, Chapter 34, that would apply standards to any of those negatives impacts in any residential areas.

Discussion was held regarding whether or not to amend Chapter 34 to incorporate regulations on those negative impacts. It was a consensus of the Commission to have staff bring back some examples for their review.

Ms. Barnes then reviewed the Building Department and Code Enforcement functions and annual statistics noting that Code Enforcement has an overall 96% compliance rate. She explained that Senate Bill 60 now prohibits code inspectors from initiating an investigation unless the complainant provides their name and address. She commented on staff's efforts to get that information out to the community.

Ms. Barnes then reported on the department's annual planning statistics and explained that the planning staff also has to review building permit applications for compliance with the Land Development Regulations. She then reviewed the development incentive program for new construction which waives water and sewer impact fees noting they processed 64 applications, representing $91.7 million in private investment vs. $2.3 million in potential waived fees. She explained that those fees are not actually waived until the project gets to the building permit stage.

Ms. Barnes then provided an update on recent projects as follows: Recently completed projects: 1) Lulu Candles; 2) Valencia Grove II; and 3) Circle K at SR 44 and CR 44. Projects currently under construction: 1) Oakmere (Bates Subdivision); 2) Lake Lincoln Subdivision; 3) Lake Eustis Marina expansion; and 4) Magnolia Street Apartments. Projects under review: 1) Orange Ave. Townhomes; 2) Royal Brothers single family residential preliminary subdivision plat; 3) Pine Meadows concept plan; 4) New 7-11 at Fish Camp Road and County Road 44. Projects that may be coming soon: 1) New Ace Hardware - previously approved but delayed by a probate issue; 2) Lake House at Lake Eustis (assisted living facility) whose financing was cancelled due to Covid 19; however, their new financing options are underway and should be completed within 30 days. They are expecting to resubmit their plans within 60 days; 3) Lake Door and Trim at David Walker and Huffstetler has reported they are waiting to see what happens with building supply costs.

Ms. Barnes then listed recent individuals and businesses that have expressed interest in developing within the City: 1) Cobb Commerce Park for a soap manufacturer and a diesel repair facility; 2) CR 44 east of Walgreen's (53 acre parcel) – staff has received a number of inquiries however there are issues due to it being in a flood zone; 3) CR 44 immediately adjacent to Walgreen's (13 acres); 4) Lakeview Ave. 9 acre and 14 acre parcels - have been on the market for a number of years - have received a number of inquiries regarding that property; 5) CR 44 on north side east of Dollar General (17 acre parcel); 6) SR 44 at Waycross (25 acre parcel) just north of Lowe's - however there are challenges and no way clear for annexation due to creation of an enclave; 7) 66 acre parcel on CR 44

would create an enclave; 8) Flagship development on City property on 44 is proceeding with their due diligence and plans for the drive-in movie theater, self-storage, hotels and retail; and 9) Atrium project for the three downtown city blocks. City Manager and Economic Development Director have been negotiating with the developer and will bring it to the CRA Board at their next meeting.

Ms. Barnes then reported on the upcoming surplus property sale/mow to own program. She noted there are currently ten properties available. She commented on how the program is very staff intensive and stated they will be initiating this year's program in the late fall.

Commissioner Cobb asked about the property near the Gate station with Ms. Barnes stating that Trout Landing did receive its concept plan approval which does not provide any entitlements. She explained they are looking at marketing for the project; however they are looking at other options as well.

Tom Carrino, Economic Development Director, provided a report on the expenditures between the east and west portions of the CRA District stating approximately $1,185,000 has been spent over the past five years east of Center Street and $700,000 west of Center Street. He noted there are additional funds that have been spent throughout the CRA. He then compared the property values and revenues generated between the two sections.

The Commission asked for specifics regarding what projects have been completed with Mr. Carrino indicating he can provide a list of the major projects but could not provide a breakdown of the specific sidewalks and streets.

CONSENSUS: It was a consensus of the Commission for Mr. Carrino to provide a list of projects to all of the Commissioners.

The Commission asked about the project on Orange Avenue that has requested CRA funding twice with Mr. Carrino indicating they have lost some of their contractors and subcontractors due to a hold up when they had to make some changes to their plans. He confirmed they do not get their reimbursements unless and until the project is completed and they have paid their taxes.

The Commission then asked about Eleven Oaks with Rick Gierok, Public Works Director, reporting there are some issues with their stormwater. He indicated he would be having his camera crew video their stormwater to check to see if the appropriate repairs have been completed.

The Commission asked how they are repairing it without digging it up with Mr. Gierok explaining they inject grout. He indicated the stormwater system is the responsibility of the HOA; however, the roads are the City's and if the stormwater fails and damages the roads it will cause the City problems.

The Commission asked about requiring a performance bond for two or three years with Mr. Gierok indicating the City will get a two-year maintenance bond. He indicated that the contractor they hired is a quality contractor.

The Commission asked how this occurred with Mr. Neibert indicating they had a bad contractor and then they had a contractor walk away and it was complicated by Covid. He confirmed they obtained their Certificate of Occupancy from the County for the electric poles and fixtures.

The Commission asked about Farmstead 44 with Ms. Barnes indicating it is under construction. They are working on tree removal and they are maintaining a significant buffer of existing trees along 44. They are working on installation of the road and they have submitted their building permits for their vertical construction and those are under review.

4. AUDIENCE TO BE HEARD

Horace Jones, Executive Director for the Eustis Housing Authority (EHA), commented on the recent budget workshops stating they were very well planned out and very detailed. He thanked City staff for their assistance with the Housing Authority. He noted that EHA will be applying for a HUD grant that will provide assistance for their resource center that they will be implementing. He noted they will be requesting some matching funding from the City.

The Commission complimented Mr. Jones on the excellent condition of their facilities.

5. CONSENT AGENDA

5.1 Resolution Number 21-49: Approving Edward Byrne Memorial Justice Assistance Grant

5.2 Resolution Number 21-53: Approving a Memorandum of Understanding with LifeStream Behavioral Services LLC

5.3 Resolution Number 21-54: Approving change order and budget amendment for Umatilla Wastewater Interconnection Project

5.4 Resolution Number 21-58: Approving a revised assignment of the Developer's Agreement and first amendment to the Developer's Agreement with Redtail Club Services, LLC

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

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

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 Resolution Number 21-50: Preliminary Subdivision Plat - Orange Ave Townhomes

Derek Schroth, City Attorney, announced Resolution Number 21-50: A Resolution of the City Commission of the City of Eustis, Florida; approving a preliminary subdivision plat for the Orange Ave. Townhomes Subdivision, a 32-lot single family townhome subdivision, on approximately 3.9 +/- acres located on the south side of East Orange Avenue (between Abrams Rd. and Fruitwood Ave.).

Lori Barnes, Development Services Director, reviewed the proposed preliminary subdivision plat as follows: 1) Property owner//applicant is Lake RC, Inc.; 2) Project consists of a 32-unit townhome development; 3) FLU designation of Mixed Commercial/Residential within a Suburban Corridor design district; and 4) 32 single family lots on 3.9 acres equaling 8.7 du/ac which is less than the maximum allowed of 12 du/ac.

Ms. Barnes presented a view of the subdivision and landscape plans citing the proposed buffering. She presented an artist rendering of the townhomes. She stated the applicant did hold the voluntary community meeting with approximately five residents in attendance. She noted there were concerns regarding additional traffic. She indicated staff recommended they contact Lake County as they had concerns regarding existing issues and Orange Avenue is maintained by the County. She indicated staff has not received any input at this time regarding the project. She noted that the project was advertised with a waiver request for fencing around the stormwater pond; however, the waiver is no longer necessary. She stated staff's recommendation for approval.

Mr. Schroth opened the public hearing at 6:55 p.m. There being no public comment, the hearing was closed at 6:55 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to approve Resolution Number 21-50. Motion carried by the following votes:

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

6.2 Resolution Number 21-51: Conditional Sign - Lulu Candles 1361 Cobb Drive

Mr. Schroth announced Resolution Number 21-51: A Resolution of the City Commission of the City of Eustis, Florida; approving a conditional sign for Lulu Candles at 1361 Cobb Drive to permit a 100-square foot sign in the Rural District.

Ms. Barnes reviewed the requested conditional sign and explained that the request is to allow a sign area greater than that allowed by the Land Development Regulations (LDR's). She stated their reasoning is that their facility is more than 500 feet from SR 44 and they want the sign to be readable from the roadway. She reviewed the background information on the property and the applicable LDR's noting that signs are not included as part of the site plan review. She noted that the regulations provide for different standards for corridor design districts versus any other district. She stated the subject property is located in the Rural design district which has a maximum allowable signage of 72 square feet with 24 inch maximum letter and logo size. She stated what is requested is 100 square feet with larger lettering than the maximum allowed. She explained the conditional sign process and the issues to be considered by the Commission in determining whether or not to approve the request. She reviewed staff's analysis of the request. She added that, if the Commission desires, staff could look at whether or not to re-designate areas along 44 as corridors.

Mr. Schroth opened the public hearing at 7:04 p.m.

Mayor Holland thanked Ms. Lawrence for relocating her business to Eustis. She expressed thanks to the City for their assistance.

Karen Lawrence noted the distance that her business is set back from the main road and commented on the need to have visibility from the roadway. She noted that when the front lots are developed that will also make the view of their business more difficult. She commented on the work they have done to make their facility beautiful.

There being no further public comment, the hearing was closed at 7:06 p.m.

The Commission confirmed that no additional signage would be placed near the roadway.

Commissioner Cobb explained that while her company owns the Commerce Park, they are selling the lots in the Park; however, they still own the front four lots and there is an HOA so they retain a small percentage of ownership; therefore, she would recuse herself from voting.

Commissioner LeHeup-Smith expressed support for redefining the City's corridors.

Moved by Vice Mayor Lee, seconded by Commissioner LeHeup-Smith, to approve Resolution Number 21-51. Motion carried by the following votes:

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

6.3 Resolution Number 21-52: Approving City participation in Florida Memorandum of Understanding pertaining to opioid epidemic

Mr. Schroth announced Resolution Number 21-52: A Resolution of the City Commission of the City of Eustis, Florida; authorizing the City to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and formal agreements implementing a unified plan regarding opioid litigation; authorizing the City Manager to execute all necessary agreements; directing the City Clerk to submit the resolution to the Florida Attorney General; providing for an effective date.

Mr. Schroth explained the requested Memorandum of Understanding is due to the settlement of the opioid litigation with the City's share equaling $21,083.

Mr. Schroth opened the public hearing at 7:10 p.m. There being no public comment, the hearing was closed at 7:10 p.m.

The Commission questioned what would occur with the City's $21,000 with Mr. Neibert indicating that the agreement has specifics regarding use of the funds. The thinking is that the individual communities will not be able to do much with their shares so the funds will go to the counties to develop appropriate programs in coordination with the cities.

Moved by Commissioner Cobb, seconded by Vice Mayor Lee, to approve Resolution Number 21-52. Motion carried by the following votes:

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

6.4 Resolution Number 21-55: Textile Recycling Collection Bin at 2601 E. Orange Avenue

Mr. Schroth announced Resolution Number 21-55: A Resolution of the City Commission of the City of Eustis, Florida; approving placement of a textile recycling collection bin at 2601 E. Orange Avenue pursuant to Ordinance Number 21-07; providing for conditions of approval.

Ms. Barnes reviewed the request to allow placement of a textile recycling bin at 2601 E. Orange Avenue noting that it is the first of three requests by the applicant. She noted the site is the AAA Mini Storage site and provided an aerial view of the location. She also presented a photograph of the donation bin which was taken on Monday (August 2nd). She reviewed staff's analysis of the request based on Ordinance 21-07. She indicated that the property owner has provided approval; however, that authorization allows American Textile Recycling Services to place a bin on the property and the business tax receipt application is in the name of Orla Recycled Clothing. She stated their representative has stated that ATRS is the parent company of Orla but they have provided no documentation regarding that relationship. She presented a picture of the signage on the bin. She reviewed the requirements of Ordinance 21-07 and provided staff's analysis of each.

Ms. Barnes noted that the proposed signage on the bin does provide the ATRS office address and provides a phone number to call for special recycling which appears to be registered to ATRS. The signage also represents Libby's Breast Cancer Foundation. She further noted additional requirements and the compliance of the applicant. She added that Ordinance 21-07 limits the total number of bins within the City to four and this applicant has submitted applications for three. At that time, no other applications have been received. She stated that the Commission has discretion to approve.

Mr. Schroth opened the public hearing at 7:19 p.m.

Gary Toley, representing ATRS and Libby's Legacy, read a letter of support from Libby's signed by Tracy Harris, Executive Director of Libby's Legacy.

There being no further public comment, the hearing was closed at 7:22 p.m.

Commissioner Cobb noted when she started this she had contacted Libby's and asked how much goes to Lake County and they either couldn't or wouldn't answer her. She cited the letter sent out notifying everyone regarding the new ordinance and the lack of compliance. She expressed concern regarding the bins being placed prior to approval and that the BTR application does not match the bin application. She noted that for one location the store manager signed the agreement, not the land owner. She emphasized that the required process was not followed.

The Commission commented on the mismatching names and expressed concern regarding how much of the proceeds are actually going to Libby's.

Mr. Toley responded that he is the community relations advocate and he does not have that information. He indicated that ATRS would not be able to stay in business if they didn't make a profit. He noted that when they first started in Florida they were still supporting the various charities even though they weren't yet making a profit. He commented on the number of employees they support. He apologized for not having the specifics on the percentage provided to Libby's.

The Commission asked if there is an application fee and what will happen if the bins are not maintained.

Ms. Barnes stated there is a $10 application fee and then an $80 annual fee for the BTR plus a per site fee. She explained the applications do meet the requirements of Ordinance 21-07. She indicated the City now has the contact information to contact the organization in the event the sites are not maintained appropriately. She noted that, in the past, they did not have contact information and could not reach the bin owners and could only code enforce the property owners.

The Commission further asked how they will ensure the bins stay maintained with Mr. Toley indicating they service the bins twice per week. He added that each store owner has his name and phone number and if someone wants to donate a large item in between pickups they can call him and he will see that it is picked up. He commented on the signature by the property owner and their feeling that the authorized manager of a site should be able to approve and cited the difficulty in trying to get the actual land owner to sign an agreement.

The Commission further expressed concern regarding the varying names and commented on how other not-for-profits have to get corporate approval before setting up a fund-raiser and then they work with the local manager.

Mr. Toley indicated he would get additional paperwork to clarify the relationship between ATRS and Orla Recycling. He commented on his work with Dollar General.

The Commission noted that various businesses had indicated they had not given permission for the bins to be placed on their property. They also commented on the amount of feedback they get from the community on such issues. They encouraged Mr. Toley to look into the administrative costs.

Mr. Toley asked the Commission to consider giving them a trial basis and if they don't perform, throw them out. He indicated that, had he asked corporate for the requested information, he would have received it. He emphasized they are registered with the State of Florida.

Mr. Schroth noted that for the Resolution 21-55, it was the property owner that signed off for that site.

Mayor Holland performed a straw poll due to the absence of Commissioner Hawkins.

The straw poll showed a result of 4 to 0 against approval with comments regarding the need for all of the paperwork to match.

Mr. Neibert asked if the Commission would like to table to a date certain and allow Mr. Toley time to re-submit.

Moved by Vice Mayor Lee, seconded by Commissioner LeHeup-Smith, to table Resolution Number 21-55 to the September, 9, 2021, meeting. Motion carried by the following votes:

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

6.5 Resolution Number 21-56: Textile Recycling Collection Bin at 256 W County Road 44

Moved by Commissioner Cobb, seconded by Vice Mayor Lee, to table Resolution Number 21-56 to September 9, 2021. Motion carried by the following votes:

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

6.6 Resolution Number 21-57: Textile Recycling Collection Bin at 905 North Hwy 19

Moved by Vice Mayor Lee, seconded by Commissioner Cobb, to table Resolution Number 21-57 to September 9, 2021. Motion carried by the following votes:

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

6.7 Ordinance Number 21-11: Voluntary Annexation of property located at the northeast corner of Fish Camp Road and Grand Island Shores Road

Mr. Schroth read Ordinance Number 21-11 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 10.72 acres of real property at the northeast corner of South Fish Camp Road and Grand Island Shoes Road.

Mr. Schroth opened the public hearing at 7:46 p.m. There being no public comment, the hearing was closed at 7:46 p.m.

Moved by Vice Mayor Lee, seconded by Commissioner Cobb, to adopt Ordinance Number 21-11 on second and final reading. Motion carried by the following votes:

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

6.8 Ordinance Number 21-12: Comprehensive Plan Amendment for property located at the northeast corner of Fish Camp Road and Grand Island Shores Road

Mr. Schroth read Ordinance Number 21-12 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3184 F.S.; changing the future land use designation of approximately 10.72 acres of recently annexed real property located at the northeast corner of South Fish Camp Road and Grand Island Shores Road, as more particularly described herein, from Urban Low in Lake County to Suburban Residential (SR) in the City of Eustis.

Mr. Schroth opened the public hearing at 7:47 p.m. There being no public comment, the hearing was closed at 7:47 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to adopt Ordinance Number 21-12 on second and final reading. Motion carried by the following votes:

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

6.9 Ordinance Number 21-13: Design District Assignment for property located at the northeast corner of Fish Camp Road and Grand Island Shores Road

Mr. Schroth read Ordinance Number 21-13 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Neighborhood design district designation to approximately 10.72 acres of recently annexed real property located at the northeast corner of South Fish Camp Road and Grand Island Shores Road.

Mr. Schroth opened the public hearing at 7:48 p.m. There being no public comment, the hearing was closed at 7:48 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to adopt Ordinance Number 21-13 on second and final reading. Motion carried by the following votes:

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

6.10 Ordinance Number 21-21: Annual update of the Five-Year Capital Improvement Element of the Comprehensive Plan Fiscal Year 2022-26

Mr. Schroth read Ordinance Number 21-21 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, approving the annual update of the Five-Year Capital Improvement Schedule of the Comprehensive Plan pursuant to Florida Statutes 163.3177(3)5(b); providing for conflicting ordinances, severability and effective date.

Mr. Schroth opened the public hearing at 7:49 p.m. There being no public comment, the hearing was closed at 7:49 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Commissioner Cobb, to adopt Ordinance Number 21-21 on second and final reading. Motion carried by the following votes:

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

6.11 Ordinance Number 21-10: Comprehensive Plan Text Amendment

Mr. Schroth read Ordinance Number 21-10 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Florida, amending the City of Eustis Comprehensive Plan 2010-2035 pursuant to Section 163.3184 of the Florida Statutes; providing for text revisions to the Future Land Use Element, Future Land Use Element Appendix, Conservation Element, Economic Development Element, Housing Element, Intergovernmental Coordination Element, Parks and Open Space Element, and Transportation Element; amending maps; providing for addition of a Property Rights Element; providing for the repeal of ordinances inconsistent with this ordinance; providing for conflicting provisions; and providing for severability and effective date.

Mr. Schroth noted that the ordinance has been amended to only apply to the Property Rights Element and continue the other items.

Mr. Schroth opened the public hearing at 7:50 p.m. There being no further public comment, the hearing was closed at 7:50 p.m.

Moved by Vice Mayor Lee, seconded by Commissioner Cobb, to approve Ordinance Number 21-10 on first reading as amended by the Local Planning Agency to include the Property Rights Element only. Motion carried by the following votes:

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

7. FUTURE AGENDA ITEMS

7.1 Commissioner Cobb asked if the LPA meetings could begin at 5:30 p.m. instead of 5:50 p.m. with Mr. Neibert noting that sometimes there are other meetings prior to the LPA and Commission. He noted that staff can look at moving back the meetings where possible.

8. COMMENTS

8.1 City Commission

Commissioner Cobb noted Lori Johnson, Consumer Sciences Field Advocate for the Ag Center, is applying for a grant to bring to the community classes in cooking healthy. She commented on a related meeting with Craig Dolan and thanked him for his assistance.

Commissioner LeHeup-Smith commented on the Alee Academy fund-raiser.

Vice Mayor Lee stated there would be a career planning workshop at the Eustis Woman's Club on Wednesday, August 25th. Cost is $15 per person. She thanked everyone for their support during the recent passing of her granddaughter.

Commissioner Cobb thanked everyone for their support of the Alee Academy fund-raiser and noted that she and Mayor Holland both sit on the Alee Academy Board.

8.2 City Manager - None

8.3 City Attorney - None

8.4 Mayor

Mayor Holland announced that the Commission and staff would be attending the Florida League of Cities conference in Orlando the next week. He thanked Chief Capri for his work on resolving the homeless issue within the City and assisting them in getting the assistance they need. He announced that the next day would be First Friday and would feature a Spirit Rally for Eustis High School. He invited everyone to attend.

Chief Swanson noted the number of phone calls they are getting regarding Covid testing and vaccination. He stated the Health Department would be providing vaccinations at First Friday and then again in September. He cited locations where people can get tested as well.

Mayor Holland encouraged everyone to get vaccinated and noted the number of people who thought it was a hoax but are now suffering from Covid 19.

9. ADJOURNMENT: 8:01 P.M.

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

Mary C. Montez

MARY C. MONTEZ
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Cobb, Nanette, Lyn	Eustis City Commission
MAILING ADDRESS 3151 Brighton Rd	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Eustis — COUNTY: Lake	NAME OF POLITICAL SUBDIVISION: City of Eustis
DATE ON WHICH VOTE OCCURRED August 5th, 2021	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

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

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

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

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Nanette Lyn Cobb, hereby disclose that on August 5th, 20 21 :

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

___ inured to the special gain or loss of my relative, _____ ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Couldn't vote on a sign ordinance for Lulu's Candles because I have interest in Cobb Commerce Park. We have 4 lots remaining and we're part of the land association

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

8/9/2021
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Barnes, Lori

From: Gary Tolley <gtolley@atrsonline.com>
Sent: Thursday, August 26, 2021 1:28 PM
To: Barnes, Lori; Brian Papenfuss
Cc: Neibert, Ronald; Derek Schroth - Bowen & Schroth, PA (dschroth@bowenschroth.com); Montez, Mary
Subject: Re: ATRS Donation Bins RE: Information For Upcoming Meeting (Attachments)

Hey Lori,

I may be mistaken, but the notarized authorization forms that were included in the application seemed to suffice, despite there being some concern.

Each of the authorization forms we submitted states that the signatory has authorization to agree to the use of the property.

Hope we can get our bins back to Eustis soon.

Thank You,

Gary Tolley
CRA ATRS
ATRSCorp.com

From: Barnes, Lori <BarnesL@ci.eustis.fl.us>
Sent: Thursday, August 26, 2021 12:55 PM
To: Gary Tolley <gtolley@atrsonline.com>; Brian Papenfuss <Brianp@atrsonline.com>
Cc: Neibert, Ronald <NeibertR@ci.eustis.fl.us>; Derek Schroth - Bowen & Schroth, PA (dschroth@bowenschroth.com) <dschroth@bowenschroth.com>; Montez, Mary <MontezM@ci.eustis.fl.us>
Subject: ATRS Donation Bins RE: Information For Upcoming Meeting (Attachments)

Thank you, Gary. One of the other concerns was authorization by business managers vs. the property owners. Do you have other submittals to address that concern?

Best,
Lori Barnes, AICP, CPM
Development Services Director
City of Eustis
4 North Grove Street, P.O. Drawer 68, Eustis, FL 32727
Phone: (352) 483-5460
Email: barnesl@ci.eustis.fl.us

From: Gary Tolley <gtolley@atrsonline.com>
Sent: Thursday, August 26, 2021 11:49 AM
To: Barnes, Lori <BarnesL@ci.eustis.fl.us>; Neibert, Ronald <NeibertR@ci.eustis.fl.us>; Brian Papenfuss <Brianp@atrsonline.com>
Subject: Information For Upcoming Meeting (Attachments)
Importance: High

Hello Lori,

Hope you both are doing well.

After the last meeting I attended, there were some items that city council members asked us to address. As you know, all bins have been removed on August 9th, until permits have been obtained.

Regarding the ATRS / Orla Recycling connection, the document attached shows how we are associated. American Textile Recycling Service is the parent company to Orla Recycling.

The other document is the Annual Report from Libby's Legacy. Probably more information than is needed, but it has everything you should require.

I did investigate the issue that arose after Councilwoman Cobb called the office of Libby's Legacy to inquire about the percentage of Lake County service. Their Executive Director (Tracy Harris) informed us that she was not the one who spoke to Councilwoman Cobb, but she is open to a direct conversation with her. The number is on their literature.

Regarding the business model, here is what my manager had to say:

As per their contract ATRS pays Libby's $0.02/lb for all donated credential no matter what we are currently selling at, or not selling at, as was last year's case. Since a good month is running at $0.05/lb profit we average giving Libby's 40% of our profits. For the first 5 years the market was open we lost money based on operations but still paid out the NPO partner their contracted amount.

Thank you in advance for forwarding this information to the council members prior to the next meeting that will address these issues.

If you have any questions, please call me at 321-663-3709.

Gary Tolley
CRA ATRS
ATRSCorp.com

Please note: Florida has a very broad public records law. Most written communication to or from government officials regarding government/public business is public record available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

Contract for Services

1. Names

This agreement is between A.T.R.S. Inc., a Texas corporation doing business as American Textiles Recycling Services, LLC. (Client), and ORLA Recycled Clothing, Inc, a Delaware corporation doing business as ORLA (Contractor).

2. Services to be Performed

Contractor agrees to perform the following services for Client:

1. Locate locations suitable to place collection boxes and make arrangements to place the box there, on an ongoing basis.

2. Place the collection box, maintain it and pick up the contents of the boxes.

3. Time for Performance

Contractor will perform these services on a perpetual basis until this agreement is cancelled.

4. Payment

Client will pay Contractor as follows: Reasonable collection costs will be reimbursed.

5. Terms of Payment

Contractor will submit invoices as often as every 7 days to Client for all services performed. Client shall pay Contractor within 30 days from the date of Contractor's invoice.

6. Limited Liability

This provision allocates the risks under this Agreement between Contractor and Client. Contractor's pricing reflects the allocation of risk and limitation of liability specified below.

Contractor's total liability to Client under this Agreement for damages, costs and expenses shall not exceed the compensation received by Contractor under this Agreement. However, Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Contractor, or Contractor's employees or agents, while on Client's premises to the extent such actions or omissions were not caused by Client.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

7. Equipment and Supplies

Contractor, at Contractor's expense, will provide all equipment, tools, and supplies necessary to perform the contractual services, except for the following, which will be provided by Client:

Collection boxes and the vehicles needed to find the locations, place the boxes and service them.

8. Expenses

Contractor will be responsible for all expenses required for the performance of the contractual services.

9. Terminating the Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of the date Contractor completes the services required by this Agreement or the date a party terminates the Agreement as provided below.

With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes:

- a material violation of this Agreement, or
- Client's failure to pay Contractor's fees as provided in this agreement, where Contractor has demanded payment, in writing, and has not received payment at least 20 days after the date that such demand was sent to Client.

In addition, either party may terminate this Agreement at any time by giving 15 days written notice of termination.

Contractor shall be entitled to full payment for services performed prior to the date this Agreement is terminated.

10. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

- Contractor will have the right to control and determine the methods and means of performing the contractual services.
- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

- Client shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

11. State and Federal Taxes

Client will not:

(a) withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf, or

(b) withhold state or federal income tax from Contractor's payments or make state or federal unemployment contributions on Contractor's behalf.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare and self-employment taxes. Contractor will also pay any unemployment contributions related to the performance of services under this contract.

If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Client. Client shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

12. Disputes

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise

to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

13. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

14. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

15. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

16. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

17. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of Texas.

18. Counterparts

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

19. Modification

This agreement may be modified only by a written agreement signed by the parties.

20. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

21. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

***** **This area was intentionally left blank.** *****

CLIENT

A.T.R.S. Inc.,

a Texas corporation doing business as American Textiles Recycling Services, LLC.

10739 W Little York Rd. STE 100

Houston, Texas 77041

Dated: 3-1-16

By: _____

David M Peganyee

President, A.T.R.S. Inc.

CONTRACTOR

ORLA Recycled Clothing, Inc,

a Delaware corporation doing business as ORLA

3430 N Orange Blossom Trail

Orlando, FL 32804
Taxpayer ID: 81-1622482

Dated: 3-1-16

By: _____

Gilbert Regalado

President, ORLA Recycled Clothing, Inc



LIBBY'S LEGACY BREAST CANCER FOUNDATION

2019 Annual Report

Our mission is to provide comprehensive services to the underserved through education, mammograms, and patient navigation on the journey from diagnosis to survivorship with the compassion to ensure no one fights alone.

Libby's Legacy Breast Cancer Foundation™

OUR STAFF



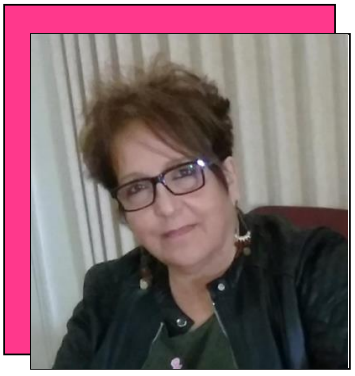
Tracy Harris
Executive Director



Robin Maynard-Harris
Founder & Director of Survivorship



Sandy Campbell
Mission Manager



Zenaida Diaz
Patient Services

Table of Contents

2019-2020 BOARD OF DIRECTORS 4

OUR 2019 COMMUNITY IMPACT 6

WHO WE ARE 7

- Cancer Screening Initiative (CSI) 7
- Mammogram Access Project (MAP) 7
- Patient Advocate Liaison Services (PALS) 8
- Bridging Breast Health Gaps in the LGBTQ+ Community 8
- Live Big Memory Cruise 8
- Pink Ribbon Garden Project (PRG) 9
- Hooked On Hope 10

WHERE WE SERVE 11

WAYS TO GIVE 11

FUNDRAISING 12

WHY WE ARE HERE 13

FINANCIALS 14

2019 COMMUNITY PARTNERS 15

2019 PINK RIBBON GARDEN WELLNESS PARTNERS 16

2019 COMMUNITY FUNDRAISING PARTNERS 17

2019 DONORS 18

A WORD FROM OUR FOUNDER 20

2019-2020 BOARD OF DIRECTORS



Tammy Humphrey Ed.D *Board Chair*

Tammy has over 25 years of experience in the areas of education and corporate learning. Her many roles have included educator, administrator, instructional designer, project manager, consultant, learning leader and offering manager. After a successful career as a public school teacher and administrator, she transitioned to the technology industry.



Stefanie Steele *Vice-Chair*

Stefanie is currently the Director of Government Relations for the Eastern Region of the United States at Project Lead the Way (PLTW). Her passion and drive to save lives from breast cancer stems from her first-hand experience of helping so many men and women fighting the disease, including her grandmother, who is a breast cancer survivor. Stefanie lives in Orange County with her husband and two young children.



Kathy Cregan *Treasurer*

Kathy owns and operates Cregan & Co., PA who offers accounting services, tax preparation and planning to small and mid-size businesses, investors in real estate and the stock market, those in the entertainment industry as well as professionals. Kathy is one of the top 5% of the CPAs in the nation based on the criteria provided by the AICPA. She loves her two sons, the SF Giants, music and her sweet dog CoCo.



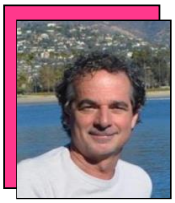
Robin Maynard-Harris *Founder, Director of Survivorship, Secretary*

Robin has served the citizens of Orange County as a Paramedic and Crime Scene Investigator. After the loss of her Mom Libby to breast cancer in 2006, Robin took saving lives down a whole new path and Libby's Legacy was formed in 2007. Robin has dedicated herself to this foundation in her Mother's honor and memory. Today, Robin is the Director of Survivorship and Board Secretary.



John Michael Cunningham *Board Member*

John Michael runs a successful real estate business, "List Now, Sell Today". He has personal knowledge of Libby's Legacy's programs his family was a recipient of the Live Big Cruise, he and his sisters were able to make, once in a lifetime, memories with their mother before she passed away. "I joined the board because of how much Libby's does to support the community, how diverse they are and how dedicated they are to the people they serve, the survivors especially."



Pedro Faura *Board Member*

Pedro is currently Director of Claims with Progressive Insurance in Tampa, Florida. In his role as Director he is responsible for managing an organization of 200 employees throughout Florida. His role includes strategic planning and acting as a business expert assessing operational strengths and weaknesses, and creating plans to optimize performance and ensure successful implementation of changes within the Claims organization while adhering to the company's core values.

We would like to sincerely thank Jeanette Bokland and Nancy Blastic, who completed their board roles in 2019, for their dedicated service to the mission of Libby's Legacy Breast Cancer Foundation.

A LETTER FROM OUR BOARD CHAIR

Dear Friends,

Most people don't make it out of their teenage years without knowing someone who has been affected by or diagnosed with breast cancer. This is because it's the second most common cancer women are diagnosed with— in fact, the statistics are staggering with 1 in 8 U.S. women developing breast cancer during her lifetime. While risk nearly doubles when a woman has a first degree relative (mother, sister, daughter) who has been diagnosed with breast cancer, roughly 85% of those diagnosed with the disease do not have a family history. In 2018, national statistics estimate more than 330,000 women and 2,500 men were diagnosed with breast cancer. The number of lives affected increases exponentially when then caregivers, families, friends and co-workers are considered.

When Libby Maynard won her trip to heaven, her daughter Robin, set out to help others fighting the disease, founding Libby's Legacy Breast Cancer Foundation (LLBCF) in memory of her mother. I was a founding board member when Libby's Legacy was created, and now 13 years later I have taken on the role as the Board Chair as LLBCF continues to impact our community. Each of us work in honor of Libby and the thousands of others who will face breast cancer in their lives.

We believe that everyone deserves the same level of care, regardless of their socioeconomic status. Access to care is an important part of our mission of making sure no one fights alone. It begins with a mammogram and continues through treatment and into wellness. LLBCF takes great pride in providing support through all parts of the journey.

None of what we do would be possible without the help of our community and donors. With your generosity, LLBCF was able to make a difference in the lives of so many. We were able to fund free mammograms, take our education bus and mammogram bus into underserved communities, go with patients to their appointments, and provide life sustaining food to survivors and their families. In 2019 your generosity helped to save and change lives leaving a lasting impact on those affected by breast cancer.

Your decision to partner with us is received with heartfelt appreciation and gratefulness. Please be assured that we continuously aim to maximize the potential of every dollar raised and put them toward premier breast health services that patients may have not had access to otherwise. Thank you for selecting LLBCF and helping us ensure no one fights alone.

We look forward to continuing our work with you and Libby's Legacy Breast Cancer Foundation®!

Sincerely,

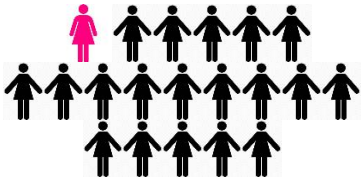
Tammy Humphrey

Tammy Humphrey
Board Chair

OUR 2019 COMMUNITY IMPACT

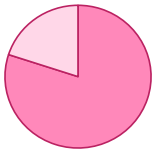
2,718
Prescribed & Direct Services Provided

627
Clients Served



1 out of every 20
served were diagnosed with Breast Cancer

72%



Of Clients were Minorities

31
Clients Diagnosed & Navigated through treatment

25
Of clients diagnosed did NOT have family history of Breast Cancer

13
Clients were younger than
50

63
Breast Cancer Survivors went on Wellness Outings

11
Clients were in their
50's



Counties Served

7
Clients were in their
60's & 70's

WHO WE ARE

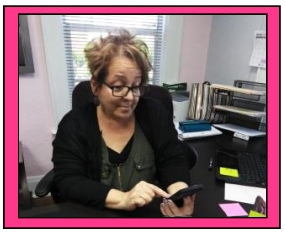
Libby's Legacy Breast Cancer Foundation (LLBCF) was founded in Orlando in 2007 as a grassroots nonprofit. We began by sending Stage IV breast cancer survivors on a Live Big memory making trip with loved ones while advocating for their care. We quickly expanded to give breast health services to the underserved. Our efforts continue to serve the growing needs of Floridians and beyond through our life changing programs.

Cancer Screening Initiative (CSI)

Our CSI program provides free digital screening and diagnostic mammograms, as well as follow up diagnostic procedures, such as sonograms and biopsies.



Clients come into our office to complete their intake, provide documentation and schedule their appointment with our collaborative partners.



Services Provided:

- Screening Mammogram
- Breast Sonogram
- Stereotactic Core Biopsy
- Breast MRI
- Diagnostic Mammogram
- Cyst Aspiration
- Sonographic Core Biopsy
- MRI Guided Biopsy

The program also offers full case management services and support for each of our clients.

Mammogram Access Project (MAP)

Since 2010 our Mammogram Access Project, in partnership with Women's Center for Radiology, has been able to bring free digital mammography as well as breast health education into underserved communities to remove barriers and meet clients where they are.



The mobile unit can complete four screening mammograms per hour. Each MAP event strives to reach our maximum of serving 32 clients/day. We follow each patient's results; if further diagnostic procedures are needed we transition clients into our CSI program and full case management services.



Patient Advocate Liaison Services (PALS)

The Patient Advocate Liaison Services (PALS) program is a patient navigation program and was created at the inception of Libby's Legacy (13 years ago) to provide a continuum of care beginning with a client's first mammogram and continuing into survivorship.

We advocate on behalf of our clients and assist in connecting them to treatment and surgery. Once connected to treatment we make the offer to attend doctor, treatment, and surgical appointments to take notes and provide to patients. With weekly phone calls to provide support, our PALS clients have the comfort of knowing we are with them and fighting for them throughout their breast cancer journey and beyond.



PALS is open to everyone regardless of financial or insured status or where you live. We assisted several clients nationally in navigating their breast cancer journeys. As our founder says, "Just because you have insurance doesn't mean you know how to navigate breast cancer."

Bridging Breast Health Gaps in the LGBTQ+ Community

LGBTQ+ Community can have an increased risk of Breast Cancer* and not be aware. This program provides education and access to breast health services to the LGBTQ+ community, thus giving access to all the services Libby's Legacy has to offer. Libby's Legacy is proud to be one of the first foundations to provide specific breast health programs to the transgender community, ensuring that each of our clients are treated with dignity and as the gender which they identify.

BBHG helps LGBTQ+ individuals take charge of their health and get the breast services they need.

*https://www.cancer.org/content/dam/cancer-org/cancer-control/en/booklets-flyers/lgbtq-people-with-cancer-fact-sheet.pdf



"Libby's Legacy treated me as my true self from first contact, during my intake and through the testing process, something my actual doctor's office struggled to do. Libby's Legacy is amazing and life-saving. I will be forever grateful."

Live Big Memory Cruise

The Live Big program provides Stage IV breast cancer survivors with a free memory making trip to create cherished memories with family, because it's not just about surviving, but living!

This program provides the patient with an experience with their families to create memories that will last a lifetime, away from the doctors and hospitals. To date, we have given 15 memory cruises.



Pink Ribbon Garden Project (PRG)



The PRG is our national program co-founded with Grammy and Oscar award-winning rock star, Melissa Etheridge. It addresses the barriers (access and monetary) underserved communities face in providing fresh plant-based foods for their families. Our program brings survivors together to plant, tend, and harvest fresh vegetables and herbs.



The first garden opened in Orlando in May 2017 followed by a ground-breaking in Altamont, NY in October, 2018. In the Spring of 2019 we held ribbon cuttings for gardens in Altamont and Albany, NY. Also in 2019 a fourth garden was built at the offices of Libby's Legacy with a ribbon cutting scheduled for March 2020.



Since opening in 2017 our gardens have provided survivors with:

- over 1000 pounds of herbs & vegetables
- over 50 varieties of plants & herbs
- over 100 deliveries to patients
- 820 hours of donated time











Hooked On Hope

We take survivors and a companion on a bass fishing trip for a day of family fun! Being on the water has been proven to reduce stress, allow for relaxation and in this case, teaches survivors a skill they can use for healthy eating as well.

Once a year we have a fleet of boats and guides sponsored by Bass Pro Shops that take a larger group of survivors and their families out for a full day of games, food, fishing & fun. Survivors began their day at Bass Pro Shops for fishing lessons, a Meet & Greet with Santa, where they received a gift bag and their very own fishing pole.

During the holiday season, we were generously gifted with a Nitro Bass Boat of our own, sponsored by Harmony Foliage and Cregan & Co. Bass Pro Shops sponsored the wrap and we are set in style to continue to take our survivors fishing and making memories in 2020.



WHERE WE SERVE

While Libby's Legacy breast health programs serve the majority of our clients in Central Florida, we do serve the entire state of Florida and beyond.

Our Pink Ribbon Garden Project co-founded with Melissa Etheridge is a National Program.

WAYS TO GIVE

Libby's Legacy Breast Cancer Foundation relies on donations from individuals and companies like you. Thanks to these donations, we continue to save and change lives in your neighborhoods and communities. We hope you will join us and support our mission. Here are some ways you can support Libby's Legacy today:

Give Monthly



Recurring gifts provide Libby's Legacy with consistent reliable funds.

Make a Direct Donation



Every dollar given supports our mission and saves and changes lives.

Sponsor an Event



Highlight your business by sponsoring one of our local fundraising events while helping to save and change local lives.

Donate Textiles



Give clothes and shoes to our partner ATRS collection bins.

Get Your Business Involved



Create a fundraising event and spread the word about the Libby's Legacy mission.

Volunteer



From office work to event planning to being a PAL, we have an opportunity for you.

Join in Paving the Way



Be a part of our building foundation with a custom engraved brick in our entry pathway to display your support in helping women in the fight of their lives.

Join our Board of Directors



Help guide Libby's Legacy into the future.

FUNDRAISING

Libby's Legacy Breast Cancer Foundation™ Presents...

Treasure Your Chest Scavenger Hunt


Lakeland


Orlando

Treasure Your Chest is a scavenger hunt event where attendees gather in teams, dress in their best pirate attire, and compete in a foot-race to gather clues to solve an ultimate puzzle. There's musical entertainment, team and individual prizes, and survivor tributes. The challenge prior to the event is to raise funds and awareness for our mission, helping to provide free mammograms and other breast health services to the local underserved Central Florida community.

Start plannin' yer crew t' join in on th' fun at this annual event. Like 'n follow our Facebook page fer news on future dates!













WHY WE ARE HERE



In 2017, I noticed a large lump on my right breast, near my arm pit. Along with my family and friends, I thought it could be fibroids and nothing to worry about. I needed to know, but, I had no health insurance and didn't know where to turn. I had a mammogram and sonogram, and those results came back that I needed a biopsy. I was scared and nervous, because I knew I could not afford the test. I started researching and I found Libby's Legacy Breast Cancer Foundation! They had my biopsy scheduled within just a few days!

Upon learning I had breast cancer, my first thought was I AM GONNA DIE because my cancer was so rare, but Libby's Legacy gave me and my family hope! They reassured us that they would do anything in their power to make sure I had the best doctors and best care. And that is exactly what happened!

I met with my medical team and received my plan for treatment. I was still scared and cried for days until I gathered my strength and realized I had to start the journey and war with cancer. My first step was a super strong dose of chemo, followed by radiation, and surgery. Libby's Legacy was by my side through each phase making certain I understood my options and supporting my decisions. I did not have to fight this battle alone!



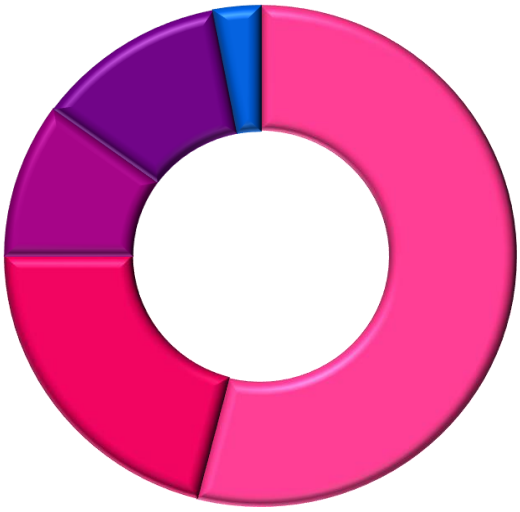
Having a rare breast cancer or any cancer is one big pill to swallow, but Libby's Legacy was there, they were with me from beginning to recovery! Libby's Legacy saved my life! I am and will forever be grateful for what Libby's Legacy has done for, not just me, but our community. Thank you so much, to Libby's Legacy Breast Cancer Foundation and each and every one of their donors that make their work possible, from the bottom of my heart, thank you!

My words of advice for someone newly diagnosed are to STAY POSITIVE and have FAITH!

~ Alina, Age 31, Kissimmee, Florida, Survivor

FINANCIALS

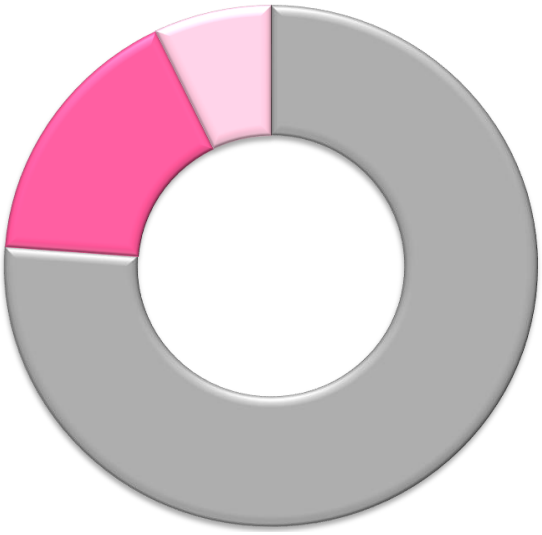
Libby's Legacy continued to diversify revenue from different sources thereby enabling us to grow in spite of challenges that plagued most nonprofits in Central Florida. We were able to keep our administrative expenses low and we continue to be A+ rated among charity reviewers.



REVENUE

- Fundraising
- 3rd Party Events
- Corporate Donations
- Grants
- Donated Securities

0.87-0.91¢ of every dollar goes to our programs



EXPENSES

- Programs
- Fundraising
- Operations

2019 COMMUNITY PARTNERS

2019 PINK RIBBON GARDEN WELLNESS PARTNERS

Pink Ribbon GARDEN PROJECT

Co-Founded By

MELISSA ETHERIDGE

MLB

SEFCU
Changing lives every day.

ORLANDO HEALTH®

ALBANY MED

VITAS® Healthcare SINCE 1980

MVP® HEALTH CARE

ORLANDO CITY FOUNDATION

TOBIN & DUNSHEE LLP

GFox Properties

CITY OF ORLANDO

Christmas Land
Bringing Back the Spirit of Christmas

LOWE'S

2019 COMMUNITY FUNDRAISING PARTNERS

2019 Special Thanks

- Fairways Women's Golf Association
- Winter Park Youth Sports Inc
- Premier Couples Superstore
- Lake Mary High School
- Make Sense Foundation
- Universal Orlando Foundation
- Graffiti Junktion-Thornton Park
- Academy of Cosmetology
- Orlando Airport Fire Department
- Wendy Rose, Artist
- Alex Melo, Photography
- Wendy Rose & Carlos Colley Wedding
- Enterprise Holdings Foundation
- Donna Sherry's Pink Party
- Wayne Automatic Fire Sprinklers
- Groveland Fire Department
- Stephanie Peel & Heather Moy
- Fifth Generation
- Robert Jureit
- Claude Smoak
- Sweetwater Golf
- City of Sanford
- Ellen Newbouer



2019 DONORS

In-Kind
UF Cancer Center
Women's Center for Radiology
Cregan & Company
Turner Construction
Lowe's

$100,000+
Melissa Etheridge
Cruise, Artists & *Sixthman, LTD*

$40,000 - $99,999
Trulieve
National Women's Soccer League
Claude Smoak

$10,000 - $39,999
American Textile Recycling Service
Array Day, LLC
AutoNation
MVP Health Care
Orange County Grant
Cregan & Company
Lamb of God

$5,000 - $9,999
American Legion Post #286
Facemyer Air Conditioning & Heating
Fraternal Order of Eagles Aerie
Fairways Women's Golf Association
The MakeSense Foundation
Sweetwater Women's Golf Association
The Plantation at Leesburg Women's Association
Commissioner Patty Sheehan Campaign
Punky's Bar & Grill
Daniel Bain & Ken

$3,000 - $4,999
AnnaMaria Mendoza
Bernadette Searcy
Enterprise Holdings Foundation
Frank Cverna
Harvest Enterprises
John Cunningham
Holly Mitchell
Jeffrey Kaplan
Joy Cottle
Lori Guevara
Meredith A. Oislander
Teri Slusarek
Victoria Scott

$1,000 - $2,999
Albany Medical Center
Bessemer Trust Company
Cenote Day Spa
Emily Fortunato
Live Nation Worldwide Inc
Loews Hotels & Co, Cabana Bay
Sabatino Andreoni
Suzanne Donnini
The Walt Disney Company Foundation
Tipsy Salonbar of Winter Park
Helena & Michele Matos
Broussard Cullen & Blastic PA
Code 4 Public Safety Emblems *on behalf of the Sanford Police*
Cutting Edge Publishing
Donna Dowless
Flight Safety International Orlando Learning Center
Hard Rock Café, Orlando
IBM
Jodi Bakshas
John Williamson
Jude & Kellie Blackburn
Lisa Cochran
Main Street Leasing Company
Metes & Bounds Title Company
Nashville Lawn & Garden Foundation
Philip S. Harper Foundation
Robin Rawls
Sally Blundon
Sawmill Campground
Sports Association for Youth
Spouses with Houses Realty
State Employees Federal Credit Union
Suzanne Lachman
Suzanne Peck
The Salon Professionals Academy
Turner Construction
Wayne Automatic Fire Sprinklers, Inc

$500 -$999
Athena Sanchez
Carlos Colley
City of Sanford
Foley & Lardner LLP
G2 International LLC
Italian American Club
Janis Beck
Jenkins Nissan of Leesburg
Kimberly Besuden, D.C., P.A.
Lamoureux
Lauren Cameron
Marianne Taylor
Newberry's Refrigeration
Seminole County Sheriff's Office Community Foundation, Inc.
Sheryl Heitker
Silzer Law
Single Sports Social Women's Club
Stephanie Leung
Stephanie, Stein
Susan West
Thrift City, Inc.



Libby's Legacy Breast Cancer Foundation

A special heartfelt thank you to each of you that chose to create a Facebook fundraiser for Libby's Legacy in 2019! You've raised over $20,000, helping us save and change lives.

Alexandra Solero's Birthday Fundraiser
Alexis Hebert Fundraiser
Angie Wormy Fundraiser
Charlene Verville's, LMT Birthday Fundraiser
Groveland Police Department Fundraiser
Christian Perkins Tutu Fundraiser
Ciao Bella's Birthday Fundraiser
Danielle Ivey's Birthday Fundraiser
Dena Arapakis Crowder's Fundraiser
Dolly Vargas' Birthday Fundraiser
Donna Christ DiFonzo's Birthday Fundraiser
Donna Foley's Birthday Fundraiser
Boss Babes in Real Estate Fundraiser
Heather Stacy Howard's Birthday Fundraiser
Jeanette Bokland After House Party Fundraiser
Jeff Hull's Fundraiser
Reedy Creek Firefighters Fundraiser
JimCarrie Vasil's Birthday Fundraiser
Joe Broen's Birthday Fundraiser
John Michael Cunningham Pie in the Face Fundraiser
John Michael Cunningham Paint a Pumpkin Pink Fundraiser
Kim Lovering Birthday Fundraiser
Kim Newberry Patton Treasure Your Chest Fundraiser
Krystal Booth's Fundraiser in Honor of Aunt Judy
Melissa Crispo's Birthday Fundraiser
Judy McCarthy Tribute Post
Mount Dora Parade Post
Robin Maynard-Harris' 50th Birthday Fundraiser
Lisa Hostetler Schoppe's Birthday Fundraiser
Marlo Rodriguez's Birthday Fundraiser
Michelle Hamrick Baker's Birthday Fundraiser
Michelle Sabrina Ricks Giblin's Birthday Fundraiser
Misty Lynn Helgeson's Pie in the Face Fundraiser
Patrice Michelle Mack's Birthday Fundraiser
Red Jaymond's Birthday Fundraiser
Rhonda Johns' Birthday Fundraiser
Rhonda Touchet Richard's Birthday Fundraiser
SAK Comedy Club Fundraiser
Patrice Michelle Mack's Birthday Fundraiser
Red Jaymond's Birthday Fundraiser
Rhonda Johns' Birthday Fundraiser
Rhonda Touchet Richard's Birthday Fundraiser
SAK Comedy Club Fundraiser
Sam Vozey's Birthday Fundraiser
Sharlie & Catherine Reynold's Anniversary Fundraiser
Sherry Adam's Birthday Fundraiser
Stefanie Steele McQuade's Birthday Fundraiser
Sylvia Ellis' Birthday Fundraiser
Collective Kindness Candle Fundraiser
Thresa O'Donnell 5-year Cancer Free Fundraiser
TL Dancy's Birthday Fundraiser
Tracy Adams Chavez Treasure Your Chest Fundraiser
Tracy Maynard-Harris' Birthday Fundraiser
Vico BÃez Febo's Birthday Fundraiser
Renae Keene's Birthday Fundraiser
Joe Broen's Birthday Fundraiser
Finn Perkins Birthday Fundraiser
Joy Croskey's Birthday Fundraiser
Kathy Cregan's Birthday Fundraiser
Luke Bradbury's Fundraiser
Michelle Marchetta's Birthday Fundraiser
Giving Tuesday Fundraiser

A WORD FROM OUR FOUNDER

I never could have imagined 13 years ago when I founded Libby's Legacy Breast Cancer Foundation, the impact it would have locally and now nationally. I think what I am most proud of is how everyone treats our patients like family. In addition, what I am most grateful for are donors and supporters like you who make this possible. You have believed in our mission, trusted us with our fiduciary duties and walked with us on our journey to ensure no one fights alone. Some of you knew my mom and others get to know her through the work we do. We hope we give you a glimpse of the warm, caring and loving woman that she was each and every day. From the bottom of my heart and in my mother's precious memory, I thank you.

Robin Maynard-Harris, Founder



Since inception, more than 7,000 breast health services have been given and over 180 women and one man have been diagnosed through these lifesaving procedures. LLBCF makes sure that no one ever has to fight alone.

Over the past 12 years, Libby's Legacy has been supported by public contributions, grants and our own fundraising efforts.



In April 2017, we moved into our permanent home within walking distance of UF Health Cancer Center, our premier treatment partner.

TAX ID#: 11-371266 SOLICITATION REGISTRATION #: CH25850: A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE 1-800-435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

From:	Gary Tolley
To:	Barnes, Lori; Neibert, Ronald; Brian Papenfuss
Subject:	Information For Upcoming Meeting (Attachments)
Date:	Thursday, August 26, 2021 11:54:46 AM
Attachments:	ATRS ORLA Contract of Service.pdf LL-2019-Annual-Report_Final.pdf
Importance:	High

Hello Lori,

Hope you both are doing well.

After the last meeting I attended, there were some items that city council members asked us to address. As you know, all bins have been removed on August 9th, until permits have been obtained.

Regarding the ATRS / Orla Recycling connection, the document attached shows how we are associated. American Textile Recycling Service is the parent company to Orla Recycling.

The other document is the Annual Report from Libby's Legacy. Probably more information than is needed, but it has everything you should require.

I did investigate the issue that arose after Councilwoman Cobb called the office of Libby's Legacy to inquire about the percentage of Lake County service. Their Executive Director (Tracy Harris) informed us that she was not the one who spoke to Councilwoman Cobb, but she is open to a direct conversation with her. The number is on their literature.

Regarding the business model, here is what my manager had to say:

As per their contract ATRS pays Libby's $0.02/lb for all donated credential no matter what we are currently selling at, or not selling at, as was last year's case. Since a good month is running at $0.05/lb profit we average giving Libby's 40% of our profits. For the first 5 years the market was open we lost money based on operations but still paid out the NPO partner their contracted amount.

Thank you in advance for forwarding this information to the council members prior to the next meeting that will address these issues.

If you have any questions, please call me at 321-663-3709.

Gary Tolley
CRA ATRS
ATRSCorp.com

From: Barnes, Lori
To: Montez, Mary
Subject: FW: Donation Bins Have Been Removed
Date: Monday, August 16, 2021 9:58:27 AM

From: Gary Tolley <gtolley@atrsonline.com>
Sent: Thursday, August 12, 2021 10:33 AM
To: Barnes, Lori <BarnesL@ci.eustis.fl.us>; Neibert, Ronald <NeibertR@ci.eustis.fl.us>; Brian Papenfuss <Brianp@atrsonline.com>
Subject: Donation Bins Have Been Removed

Good morning,

Yesterday (8/11) we removed all ATRS bins from the city until such time they get the proper permits.

Could you please advise the city council members that this has been done?

Thank You,

Gary Tolley

CRA ATRS

ATRSCorp.com

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: AUGUST 5, 2021

RE: RESOLUTION NO. 21-56: ORLA RECYCLED CLOTHING, INC. – TEXTILE RECYCLING COLLECTION BIN AT LIQUOR WAREHOUSE 256 W COUNTY ROAD 44

Introduction:
Resolution No. 21-56 approves placement of a textile recycling collection bin at 256 W County Road 44 pursuant to Ordinance No. 21-07.

Recommended Action:
The City Commission has discretion to approve the placement of the bin should they find the submitted application meets the requirements of Ordinance No. 21-07.

Applicant's Request:
The applicant request approval for a textile recycling collection bin at Liquor Warehouse.

Considerations/Analysis :

Ordinance No. 21-07 c. Placement, operation. and maintenance of textile recycling collection bins. Textile recycling collection bins ("bins") shall be governed as follows:

(i) Bins shall be placed only on:

(1) City-owned property with approval by Resolution of the City Commission through a franchise agreement

The location subject to this request is not City-owned property.

or Developed parcels that are (1) approved for non-residential use, including commercial, office, industrial and community services uses,

The location subject to this request is property developed as a retail store.

(2) are not located within the Central Business District or Community Redevelopment Area,

The location subject to this request is not in the CBD or CRA.

(3) expressly approved in writing from the property owner permitting such use (such written approval shall be produced to the City within two business days of the City's demand),

- ***The City's business tax receipt (BTR) process requires property owner permission for mobile vendors, which textile collection bins most closely resemble compared to permanent business locations.***

- ***The applicant has submitted a BTR application for placement of a bin at 256 W County Road 44.***

- ***The applicant has provided an authorization form signed by the Manager of the Liquor Warehouse (Hemashu Patel), however, the form provided authorizes American Textile Recycling Services to the place the bin on the property, and the BTR application lists a different business name: Orla Recycled Clothing, Inc.***

- ***In addition to the authorization form signed by the Liquor Warehouse manager, an authorized agent form has been provided whereby Hemashu Patel has provided his notarized signature stating he is an authorized agent for the property.***

- ***The applicant has indicated (by email) that, "American Textile Recycling Service is the parent company of Orla Recycled Clothing, Inc. Gilbert Regalado is the company CEO and David Paganee is owner and president. Locally, the operation is managed by Brian Papenfuss," but has not provided documentation of the relationship between companies.***

(4) as expressly approved by the City Commission by Resolution and

The applicant is requesting approval of the City Commission.

(5) owned or operated by a business with a valid and active, at all times, City of Eustis business tax receipt.

The applicant has submitted a BTR application for the out of city business and three bin placement locations. Issuance is pending City Commission approval.

(ii) Bins shall be placed in a manner which do not to impair traffic, pedestrian, or emergency service vehicle movement within the site and which does not negatively affect
protected trees or utility services. The placement of textile recycling collection bins shall require site plan approval from the City Commission.

Please see aerial map attached to the resolution showing existing onsite improvements and proposed bin location (Exhibit A). The bin placement does not appear to impede traffic, pedestrian or emergency vehicle movement within the site; neither protected trees nor utility services are at issue.

(iii) Bins shall be no larger than seven (7) feet in any dimension.

The proposed bins are 4.37 feet wide (front/back), 3.83 feet side, and 6.83 feet tall. (See Exhibit B to the resolution).

(iv) Bins shall be placed no less than five hundred (500) feet from any other bin unless located at least two hundred (200) feet from any public street right-of-way and not readily visible from any residential use. In no case shall more than one (1) bin be placed on a
single parcel unless a variance is requested and granted by the City.

Not applicable.

(v) Bins shall not be located within fifty (50) feet of any a public street right-of-way.

The proposed bin location is 117.8-feet from the public right of way. See aerial map with measurement (Exhibit A to the resolution).

(vi) Bins shall be constructed of steel with a rust-resistant coating and weigh at least five hundred (500) pounds empty.

The applicant has represented the bins are of steel construction, powder coated and weigh 700 pounds. (See Exhibit B to the resolution).

(vii) Each bin shall provide the name, address and telephone number of the bin's owner in weather-resistant lettering no smaller than one (1) inch high and provide other information as may be required by Florida Statutes. Bins shall contain no advertising other than as related to the franchised textile recycling collection organization or business.

The proposed bin labelling/signage is shown on Exhibit B. ATRS office with an Orlando address is provided (note BTR application is under Orla Recycled Clothing, Inc. A phone number "call 866-900-9308 for special recycling," is shown on the bin, which number appears to be registered to ATRS. The signage on the bin also represents Libby's Legacy Breast Cancer foundation.

(viii) Bins shall be painted a uniform color, maintained in good appearance, and be emptied no less than once per fourteen (14) days or immediately upon any bin having

textiles not contained in the bin (i.e., on top of the bin, on the ground near the bin or placed
on something near the bin rather than contained in the bin).

All of the applicants proposed bins are orange. Conditions requiring maintenance in good appearance and frequency of service are contained in the draft resolution.

(ix) The franchisee or property owner shall be responsible for ensuring that the area within twenty (20) feet of any bin shall be kept free of trash, debris, discarded items or abandoned textiles not in the bin.

Conditions requiring ensuring the area is kept free of trash, etc. are contained in the draft resolution.

(x) No more than four (4) bins are permitted within the City limits unless the City Commission expressly approves more than four (4) bins.

The applicant has requested approval of three (3) bins; no other applications for bins have been received to date.

Community Input
The community will have an opportunity for input at the August 5, 2021 City Commission meeting.

Budget / Staff Impact:
There is no staff impact associated with item beyond regular review time. The business and each bin location will be subject to an annual business tax of $80.

Alternatives:
1. Approve Resolution No. 21-56
2. Deny Resolution No. 21-56

Discussion of Alternatives:
1. Alternative 1 approves the resolution.
   Advantages:
   - The applicant could move forward with its proposed textile recycling bin which the applicant states may benefit a not-for-profit company.

   Disadvantages:
   - The proposed bin location and application may not be consistent with the Commission's intent.

2. Alternative 2 denies the resolution.
   Advantages:
   - The Commission could request additional information or revisions to the proposed plan.

   Disadvantages:
   - The denial could result in litigation.

Prepared By: Lori Barnes, AICP, Development Services Director

Attachments:

- Resolution No. 21-56 with Exhibit A & B
- Business Tax Receipt Application

City of Eustis
Business Tax Receipt Application
4 North Grove Street
Eustis, FL 32726
Phone: (352) 483-5460

Office Use Only	AK #	
Date	7/19/21	By (CB)
Customer #		
BTR #		
BTR Code		
Invoice #1		$
Balance	Tax FIF	$
Invoice #2		$

Business Information ☐ **Home-Based Business? (See Pages 3-4 for restrictions)**

Business Name (DBA)
Orla Recycled Clothing, Inc. / DBA American Textile Recycling Service

Business Address (Physical Location) including suite number if applicable
Liquor Warehouse, 256 W CR 44, Eustis, FL 32726

Mailing Address (if different from physical location)	City	State	Zip Code
3430 N Orange Blossom Trail,	Orlando,	FL	32804

Business Telephone Number	Business Fax Number
407-615-9688	
Email Address	Previous Business Location (if applicable)
brianp@atrsonline.com	

Ownership Information (Corporation/Corporate Officers/Individuals/Partners)

Business Owner Name (Corporation Name or Sole Proprietor)
David Paganee

Federal Employer Identification Number (FEIN)	State License Number
81-1622482	SS43226

Corporate Officer or Individual - First Name	Middle Initial	Last Name	Suffix (Jr, Sr, III)
Brian		Papenfuss	

Title	Social Security Number	Birth Date
Market Manager	297-68-7963	09/25/1975

Driver's License Number	DL State	DL Expiration Date
P151-061-75-345-0	Florida	09/25/2021

Residence Address	City	State	Zip Code	Residence Phone Number
1605 The Oaks Blvd,	Kissimmee,	FL	34746	407-615-9688

Corporate Officer or Individual - First Name	Middle Initial	Last Name	Suffix (Jr, Sr, III)

Title	Social Security Number	Birth Date

Driver's License Number	DL State	DL Expiration Date

Residence Address	City	State	Zip Code	Residence Phone Number

Office Use Only

Planning		Building		Fire		Copy to PD	

Business Activity (Detailed Description is Mandatory)		
Describe Primary Business Activity in Detail Professional solicitor of clothes and shoes (Bin Operator) for Libby's Legacy Breast Cancer Foundation. We place bins in communities, which are sponsored by local business to collect donations of such items.		
Describe Additional Business Activity in Detail		
Number of Game Machines, Trade Machines (i.e. washer/dryer) and/or Vending Machines		No. of Employees
Date Business will Begin at this Location	Alcoholic Beverages ☐ Sold ☐ Served	State Alcoholic Bev. License #
Name of Business Previously Occupying this Location	Type of Business Previously Occupying this Location	

BUSINESS TAX RECEIPT REQUIREMENTS (Excerpts from Chapter 86, Eustis Code of Ordinances)

(a) No person shall engage in any business, profession, occupation, trade, or industry within the City without first having procured a BTR from the Finance Director, or designee, except that Special Events need only meet the requirements Article IV., Chapter 18 of the City of Eustis Code of Ordinances.

(b) Any sign, advertisement, building occupancy of non-residential property, directory listing or activity, including storage of equipment, indicating that a business, calling, profession or occupation is operating at a location within the City shall be prima facie evidence that the person is liable for a BTR. Any sign, advertisement, directory listing of activity, storage of commercial equipment indicating a home occupation is operating at a residential location within the City shall be prima facie evidence that the person is liable for a BTR.

(c) All City-franchised operations shall be required to maintain a BTR even if the office is not located within the City limits.

(d) Businesses/organizations/persons providing evidence of exemption in accordance with Chapter 205 of the Florida Statutes shall not be subject to the business tax as outlined in Section 86- 233. However, they shall be subject to the requirements of Section 86-223, including application filing, application fee, approval of business location and building permit and/or life safety inspections and associated fees as applicable. One of the following must be submitted to support a request for an exempt status: a) A copy of the letter from the Internal Revenue Service, which specifies the exempt status of the organization; b) A copy of the nonprofit charter certificate issued by the state; c) A copy of the state sales tax exemption certificate; d) Certification by reputable physician that the applicant is disabled; e) Proof that applicant is 65 years of age or older; f) Proof of widowhood and existence of minor dependents; g) Proof of veteran 's status or widow/widower of veteran status, such as a certificate of honorable discharge

Each BTR shall be issued for, and apply to, only one place of business within the City. If a person operates a business at more than one location, a separate receipt shall be required for each business location. Any person operating two or more unrelated businesses at a single location shall be required to have a separate BTR for each individual business. **The application fee for each BTR is $10.00 paid at time of application. The business tax is additional, based on the business type. A fire inspection fee of $25.00 applies to all non-residential locations (may apply to home business-fire inspector discretion).**

Home Occupations: A BTR shall not be issued until the Development Services Director, or designee, approves the business type proposed as a home occupation. Home Occupation BTRs shall not be issued for businesses that are not permitted by Section 109-4.2(g)(8) of the City of Eustis Land Development Regulations. The applicant must acknowledge and provide his/her signature on an agreement to comply with the special conditions for home occupations contained in Section 109-4.2(g) of the City of Eustis Land Development Regulations. If the proposed home occupation involves potentially combustible or harmful materials, an inspection and approval by the Fire Department may be required ($25.00 inspection fee applies).

All Other Businesses, Occupations, and Professions: A BTR shall not be issued for any business until the Development Services Director, or designee, has approved the business type in the location thereof and verified compliance with the City of Eustis Land Development Regulations. The Eustis Fire Department must inspect and approve each proposed business location/site for life safety compliance prior to issuance of a BTR. Payment of the $25.00 fire inspection fee is required prior to issuance of the BTR. A BTR shall not be issued for any business location/site until final inspections on any outstanding or required building permits are performed and approved by the Building Official, or designee.

Display Business Tax Receipt: It shall be the duty of all persons carrying on any business, profession, or occupation to keep

their Business Tax Receipts required by this article conspicuously displayed in their respective places of business. If the business is of a mobile nature, the tax receipt should be kept on their person.

REQUIRED REVIEWS & INSPECTIONS

The City performs inspections and reviews to ensure that you, your staff, and your customers will have and continue to have a safe environment in which to conduct business. The inspection process includes the following:

Development Services **(352) 483-5460** **4 N. Grove Street, Eustis FL 32726**

Applicants submit applications for new and relocating businesses to Development Services. This department reviews the location to ensure the proposed business activity is permitted in the land use district assigned to the physical business location, parking availability, and accessibility to roads. A conditional use permit, including City Commission approval, may be required depending on the business activity or land use designation of the property. A home business is a conditional use and must meet specific criteria (See Page 4) in order to receive administrative approval.

Building Department **(352) 483-5462** **111 E. Orange Avenue, Eustis FL 32726**

The Building Department reviews applications based on the type of business and the construction type of the proposed location. Building Department staff may require an inspection to ensure compliance with the Florida Building Code. Indicating the type of business that previously occupied the location (on Page 2) may help expedite the review process.

Will improvements or remodeling be completed at this location? (check all that apply): ☐ Mechanical ☐ Plumbing ☐ Electrical

☐ Demolition ☐ Non-Structural Walls ☐ Structural Walls ☐ Remodeling or Other _____

Fire Department **(352) 357-6585** **100 W. Norton Avenue, Eustis FL 32726**

The Fire Department must inspect and approve each proposed business location/site for life safety compliance prior to issuance of a Business Tax Receipt. Payment of the fire inspection fee of $25 (and re-inspection fees, if necessary) is payable at the time of BTR issuance. Businesses that are exempt from the business tax are still required to have the life/safety inspection prior to opening. Home occupations generally do not require inspection; however, the Fire Department reserves the right to require an inspection if the business type, storage of materials, etc. warrants.

It is your responsibility to schedule the fire inspection before your business opens. The business establishment must be set-up like it is ready to open for the inspection to be completed. Information regarding the inspection can be found on the Pre-Inspection Checklist at http://www.eustis.org/forms/fire_preinspection.pdf

Police Department **(352) 483-5400** **51 E. Norton Avenue, Eustis FL 32726**

The Police Department requires emergency contact information and alarm system information (if applicable), which the applicant provides on Page 5 of this application form.

Please Note: City Code Sec. 78-57 requires all occupants or owners of improved real property in the City to have solid waste collection and disposal services as provided by the City through its designated franchise. Owners/occupants of commercial property must contact Waste Management (352) 787-4416 directly to obtain solid waste collection and disposal information and services.

HOME OCCUPATION REGULATIONS

The City permits Home Occupations in residential districts under certain conditions. All Home Occupations must be in accordance with Chapter 109, Eustis Land Development Regulations, as follows:

A Home Occupation: Is clearly incidental and subordinate to the use of the dwelling unit as a residence; is conducted only by members of the family residing in the dwelling unit and entirely within the principal structure; does not offer products for sale from the premises; does not alter or change the residential character or exterior appearance of the dwelling unit and no evidence of the use is visible or audible from the exterior of the residential property; does not generate traffic in excess of that customary at residences and where no commercial vehicles are kept on the premises or parked overnight on the premises unless otherwise permitted by these regulations.

1) The use of the residence for a home occupation shall be clearly incidental and subordinate to its use as a residential structure by the occupants and shall under no circumstances change the residential character of the structure.

2) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation, other than one sign not exceeding one square foot in area, non-illuminated, mounted flat against the wall of the principal structure, at a position no more than two feet from the main entrance of the residence.

3) No home occupation shall occupy more than 35 percent of the total floor area of the dwelling unit.

4) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood.

5) No equipment, tools, or process shall be used in such a home occupation that creates interference with neighboring properties due to noise, vibration, glare, fumes, odors, or electrical interference.

6) Fabrication of articles commonly classified under the terms arts and handicrafts shall be deemed a home occupation provided no retail sales are made at the home.

7) Outdoor storage of materials and/or equipment shall not be permitted.

8) The following shall not be considered home occupations: Beauty shops, barber shops, studio for group instruction, public dining facility or tea room, photographic studio, fortune telling or similar activity which would rely on impulse buying, outdoor repair, food processing, retail sales, nursery school, or kindergarten.

9) The giving of individual instruction to one person at a time, such as an art or music teacher, shall be deemed a home occupation; individual instruction as a home occupation for those activities listed in paragraph 8 shall be prohibited.

10) A home occupation shall be subject to all applicable city/county occupational licensing requirements, fees, and other business taxes.

Other: Section 115-5(c)(16) Off Street Parking and Loading: Work and other trailers, both open and enclosed, including but not limited to lawn care and U-Haul types, etc., shall be parked behind the street building setback line.

I, _____ the applicant/owner of this Home Occupation BTR, acknowledge the above home business restrictions and will comply.

Signature: _____ Date: _____

I understand that submitting this application does not allow me to operate or engage in any business within the City of Eustis until the Finance Director, or designee, issues a Business Tax Receipt. I further understand that anyone who operates a business without having obtained a Business Tax Receipt shall be subject to a penalty of 25% of the tax due plus a surcharge of $100. This shall be in addition to any court costs, attorney fees, etc. and general penalties per the Florida Statutes and Sec. 1-14 and Chapter 2, Article III of the Eustis Code of Ordinances. (Sec. 86-227).

I acknowledge that the issuance of a Business Tax Receipt is contingent upon compliance with all ordinances, regulations, and provisions of the City of Eustis. Should any structure or conditions be found in conflict with the building codes and fire safety requirements, that department shall set forth its objections and requirements for corrections. It is then my responsibility to correct the deficiency and request a re-inspection within 20 days. The City of Eustis will not issue the Business Tax Receipt until those corrections are made in compliance of all City codes and all applicable fees are paid.

I certify that all information contained herein is true and correct to the best of my knowledge and belief. I understand that I must comply with all City of Eustis codes; failure to correct any conditions in violation is punishable under the code.

Signature: Brian A. Papenfuss

Print Name: Brian Papenfuss

Witness Signature: G Tolley

Print Witness Name: Gary Tolley

Date: 7/23/21

Emergency Contact Information on Page 5 is required by Law as stated in the City of Eustis Code of Ordinances, Chapter 26, Section 26-29

City of Eustis – Confidential Form
Emergency Contact Business or Residence Alarm Information for Police & Fire Departments

Business Owner Name (Corporation Name or Sole Proprietor) ATRS/Orla Recycling			
Business Address (Physical Location) including suite number if applicable Liquor Warehouse, 256 W CR 44, Eustis, FL 32726			Business Telephone Number
Mailing Address (if different from physical location) 3430 N Orange Blossom Trail,	City Orlando,	State FL	Zip Code 32804
Owner (Corporate Officer or Individual)			Telephone Number

Types of Alarm(s) (Check All that Apply)

Fire	☐ Yes	☐ No	Burglar	☐ Yes	☐ No
☐ Smoke Detectors	☐ Manual Pull Stations	☐ Lockbox		☐ Local Only	☐ Monitored
☐ Kitchen Hood System	☐ Standpipe System	☐ Heat Detectors			
☐ Sprinkler System	Other:				

Annunciator Panel Location	
Burglar/Fire Alarm Panel Location	
Fire Alarm Co.	Burglar Alarm Co.
Address	Address
Phone Number	Phone Number
Monitoring Company/Local Only	Monitoring Company/Local Only
Phone Number	Phone Number

Additional Information or Comments

The authorization listed below only recognizes the ATRS donation bin on the premises and not the building or other structures on the property.

Person(s) on Call with Authority to Enter Premises - LIST AT LEAST 2 CONTACT PERSONS

Name	Telephone Number
Brian Papenfuss	407-615-9688
Gary Tolley	321-663-3709

Signature of Business Owner/Applicant Brian A. Papenfuss Date 7/19/21

AMERICAN TEXTILE RECYCLING SERVICE

Property
Authorized Agent Form

I, HEMASHU PATEL, am an Authorized Agent for the property at

2566 W CR 44, EUSTIS, FL

As such, I give permission to ORLA Recycling Service and their parent company, American Textile Recycling Service permission to place a clothing and shoe donation bin on this property.

Print Name: Hemanshu Patel

Sign Name: [signature]

State of Florida

County of LAKE

The foregoing instrument was acknowledged before me this 19 day of JULY, 2021

by ~~FL DRIVER'S LICENSE~~ HEMASHU PATEL

who is personally known to me or who has produced,

FL DRIVER'S LICENSE

as identification.

[signature]

Signature of Notary Public

GARY TOLLEY

Name of Notary, Typed, Printed or Stamped

Notary Public State of Florida
Gary O Tolley
My Commission GG 288532
Expires 01/03/2023

Notary Public – State of Florida

Place Notary Seal Stamp Above

American Textile Recycling Service

Neighborhood Donation Bins

Proudly supporting: Libby's Legacy Breast Cancer Foundation™

A Registered 501(c)(3) Non-Profit Organization

866-900-9308 • www.atrscorp.com • facebook.com/atrscorp • @atrsrecycling

OUR COMMITMENT TO SITE HOSTS

As a Donation Bin Site Host, you authorize ATRS to place a Clothing and Shoe Donation Bin at a mutually agreeable location on the below named property. ATRS will regularly collect the donated used clothing and various household items to be processed and recycled in the ordinary course of its business. Libby's Legacy has partnered with ATRS and as per its contract receives100% of the market value of every pound collected. To learn more about Libby's Legacy, and ATRS please visit http://atrscorp.com/contact/

Our Promise To You:

- ✓ Service Donation Bins as often as necessary to prevent overflow.
- ✓ Maintain Bins in satisfactory condition both structurally and in appearance.
- ✓ Keep area clean from all debris within a minimum of ten (10) feet of the Bin.
- ✓ Be responsible for obtaining any City permits, if required, at ATRS expense.
- ✓ Maintain $1,000,000 of liability insurance for this location.
- ✓ Respond to questions from you and the public through the ATRS 24-Hr Hotline posted on every bin.
- ✓ Respond promptly to any concerns within 24 hours.
- ✓ Advise Authorized Agent of any Unauthorized Bin Placement on property.
- ✓ Market and promote your destination.

Thanks for your support in allowing the placement of this donation bin. In the event you change your mind for any reason it will be removed within 72 hours from your authorization.

256 W CR 44, EUSTIS

Bin Location

LIQUOR WAREHOUSE

Business

X Hemant Patel X MANAGER

Authorized Agent Name Title

GARY TOLLEY

Community Relations Advocate Name
American Textile Recycling Service

Email

X 7/7/21

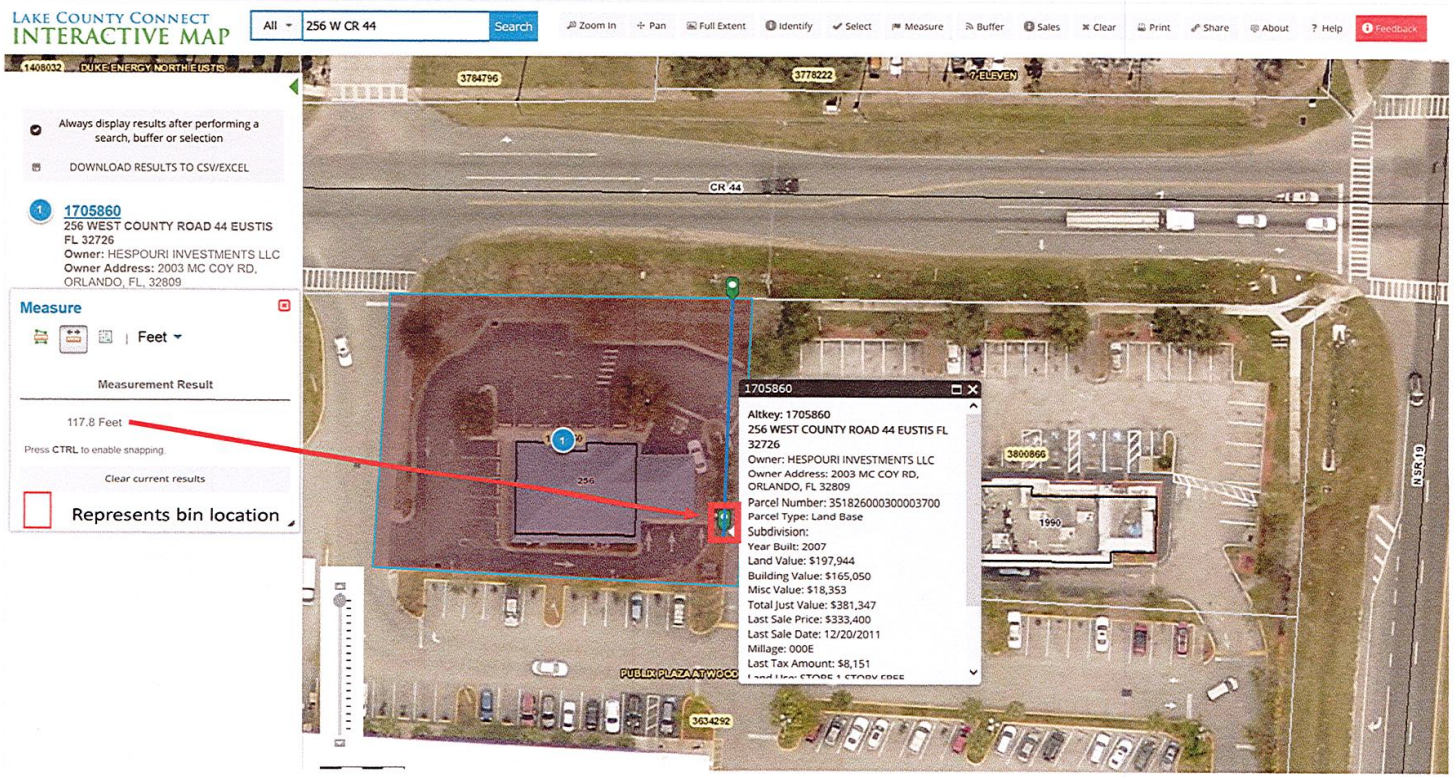
Authorized Agent Signature Date

07 JUN 21

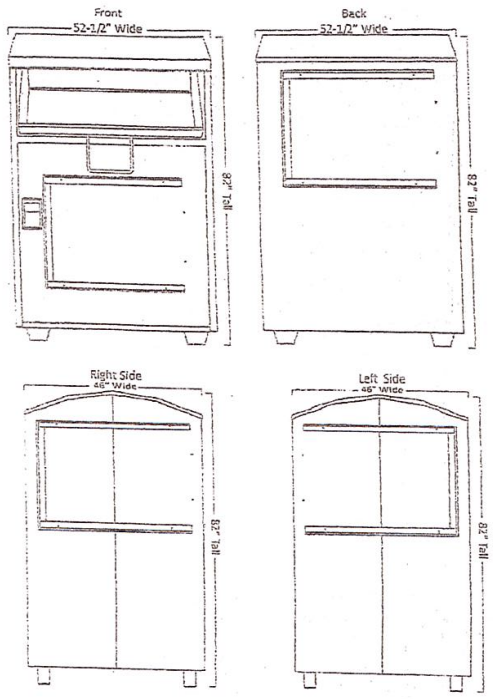
Community Relations Advocate Signature

Date

Liquor Warehouse
256 W CR 44, Eustis

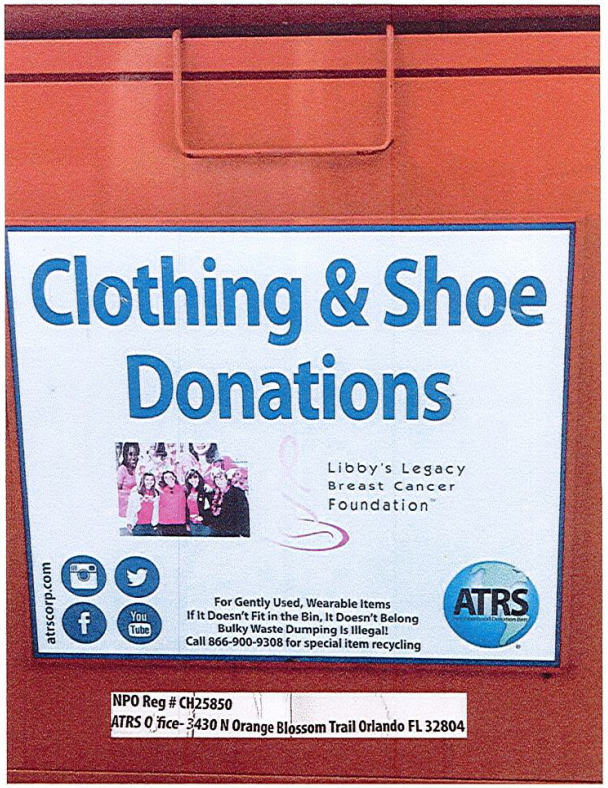


ATRS Bin Dimensions



ATRS Bin

Steel Construction, Powder Coated, 700lbs



4) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood.

5) No equipment, tools, or process shall be used in such a home occupation that creates interference with neighboring properties due to noise, vibration, glare, fumes, odors, or electrical interference.

6) Fabrication of articles commonly classified under the terms arts and handicrafts shall be deemed a home occupation provided no retail sales are made at the home.

7) Outdoor storage of materials and/or equipment shall not be permitted.

8) The following shall not be considered home occupations: Beauty shops, barber shops, studio for group instruction, public dining facility or tea room, photographic studio, fortune telling or similar activity which would rely on impulse buying, outdoor repair, food processing, retail sales, nursery school, or kindergarten.

9) The giving of individual instruction to one person at a time, such as an art or music teacher, shall be deemed a home occupation; individual instruction as a home occupation for those activities listed in paragraph 8 shall be prohibited.

10) A home occupation shall be subject to all applicable city/county occupational licensing requirements, fees, and other business taxes.

Other: Section 115-5(c)(16) Off Street Parking and Loading: Work and other trailers, both open and enclosed, including but not limited to lawn care and U-Haul types, etc., shall be parked behind the street building setback line.

I, _____ the applicant/owner of this Home Occupation BTR, acknowledge the above home business restrictions and will comply.

Signature: Brian A. Papafuss Date: 7/19/21

I understand that submitting this application does not allow me to operate or engage in any business within the City of Eustis until the Finance Director, or designee, issues a Business Tax Receipt. I further understand that anyone who operates a business without having obtained a Business Tax Receipt shall be subject to a penalty of 25% of the tax due plus a surcharge of $100. This shall be in addition to any court costs, attorney fees, etc. and general penalties per the Florida Statutes and Sec. 1-14 and Chapter 2, Article III of the Eustis Code of Ordinances. (Sec. 86-227).

I acknowledge that the issuance of a Business Tax Receipt is contingent upon compliance with all ordinances, regulations, and provisions of the City of Eustis. Should any structure or conditions be found in conflict with the building codes and fire safety requirements, that department shall set forth its objections and requirements for corrections. It is then my responsibility to correct the deficiency and request a re-inspection within 20 days. The City of Eustis will not issue the Business Tax Receipt until those corrections are made in compliance of all City codes and all applicable fees are paid.

I certify that all information contained herein is true and correct to the best of my knowledge and belief. I understand that I must comply with all City of Eustis codes; failure to correct any conditions in violation is punishable under the code.

Signature: _____

Print Name: _____

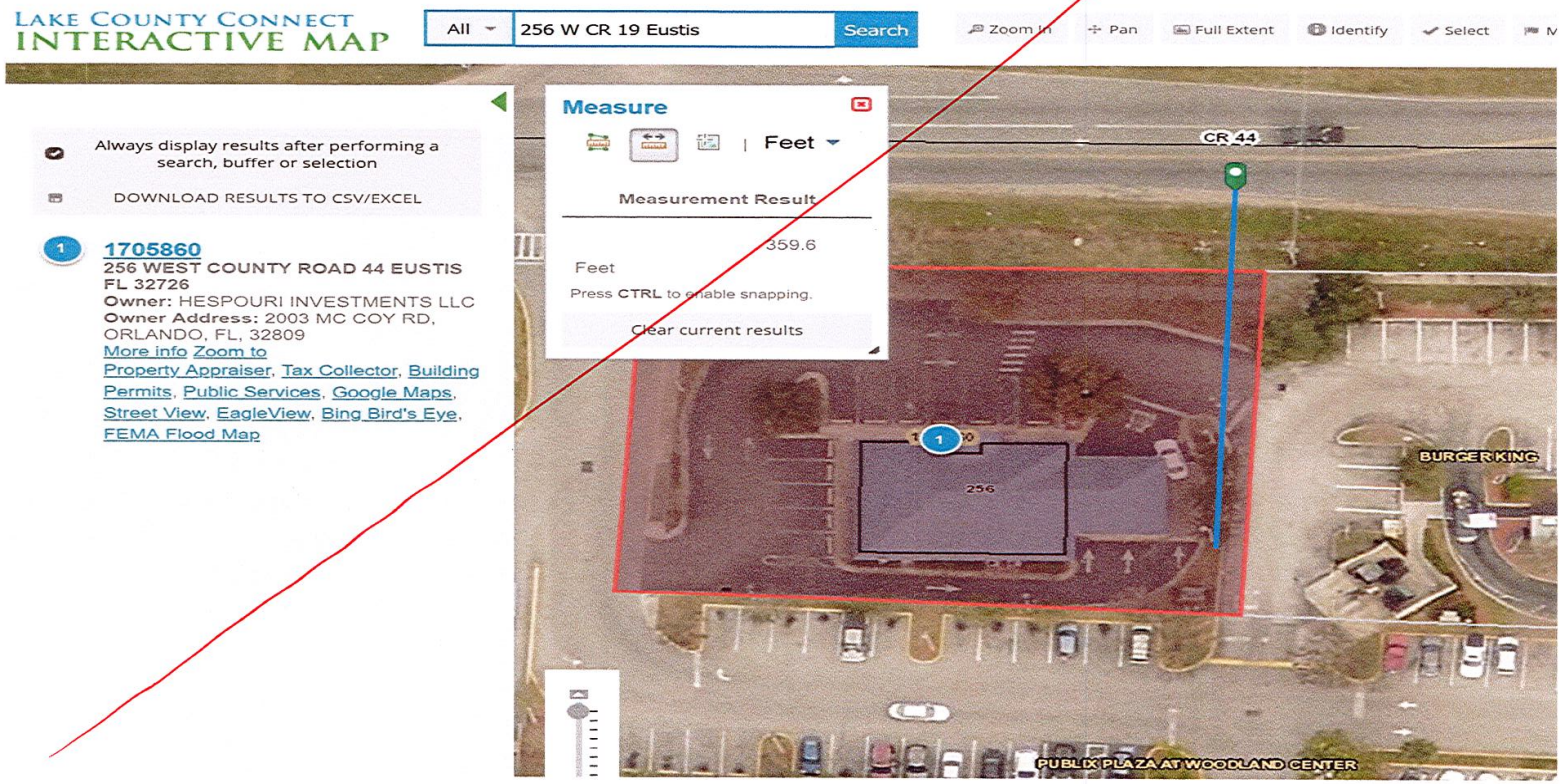
Witness Signature: _____

Print Witness Name: _____

Date:

Emergency Contact Information on Page 5 is required by Law as stated in the City of Eustis Code of Ordinances, Chapter 26, Section 26-29

Liquor Warehouse
256 W CR 44, Eustis



RESOLUTION NUMBER 21-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING PLACEMENT OF A TEXTILE RECYCLING COLLECTION BIN AT 256 W COUNTY ROAD 44 PURSUANT TO ORDINANCE NUMBER 21-07; PROVIDING FOR CONDITIONS OF APPROVAL.

WHEREAS, Orla Recycled Clothing, Inc./American Textile Recycling Service has made an application for textile recycling collection bin on approximately 0.55 acres located at 256 W County Road 44, as shown on Exhibit A, property more particularly described as:

Alt. Key: 1705860

Parcel Id Nos.: 35-18-26-0003-000-03700

FROM SW COR OF SEC RUN S 89-57-26 E 23.26 FT TO E'LY R/W LINE OF CR 19-A, CONT S 89-57-26 E 542.38 FT, N 02-36-06 E 669.99 FT TO S R/W LINE OF CR 44, N 89-50-27 E 115.27 FT FOR POB, RUN S 03-26-30 W 137.69 FT, S 87-16-16 E 176.22 FT, N 02-36-06 E 146.46 FT TO S R/W LINE OF CR 44, S 89-50-27 W 174.40 FT ALONG SAID S R/W LINE OF CR 44 TO POB ORB 4111 PG 1750

WHEREAS, the property has a Land Use Designation of General Commercial and a Design District Designation of Suburban Corridor; and

WHEREAS, the property is developed for commercial use as a retail store; and

WHEREAS, the proposed bin location meets the locational criteria per Ordinance Number 21-07; and

WHEREAS, the City Commission finds the proposed textile recycling bin as demonstrated by the provided Business Tax Receipt application and submittals, including Exhibit A and B, is consistent with Ordinance Number 21-07.

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

Section 1: That the textile recycling collection bin on property at 256 W County 44 in the location shown on the attached Exhibit A and B is hereby approved.

Section 2: That the textile recycling collection bin approval shall be subject to the Orla Recycled Clothing, Inc./American Textile Recycling Service complying with the following conditions:

A. Bins shall be maintained in good appearance, and be emptied no less than once per fourteen (14) days or immediately upon any bin having textiles not contained in the bin (i.e., on top of the bin, on the ground near the bin or placed on something near the bin rather than contained in the bin).

B. The area within twenty (20) feet of any bin shall be kept free of trash, debris, discarded items or abandoned textiles not in the bin.

C. A valid Eustis Business tax receipt shall be maintained at all times, and

D. All other conditions set forth in Ordinance 21-07.

DONE AND RESOLVED this 5th day of August 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 physical presence, this 5th day of August, 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

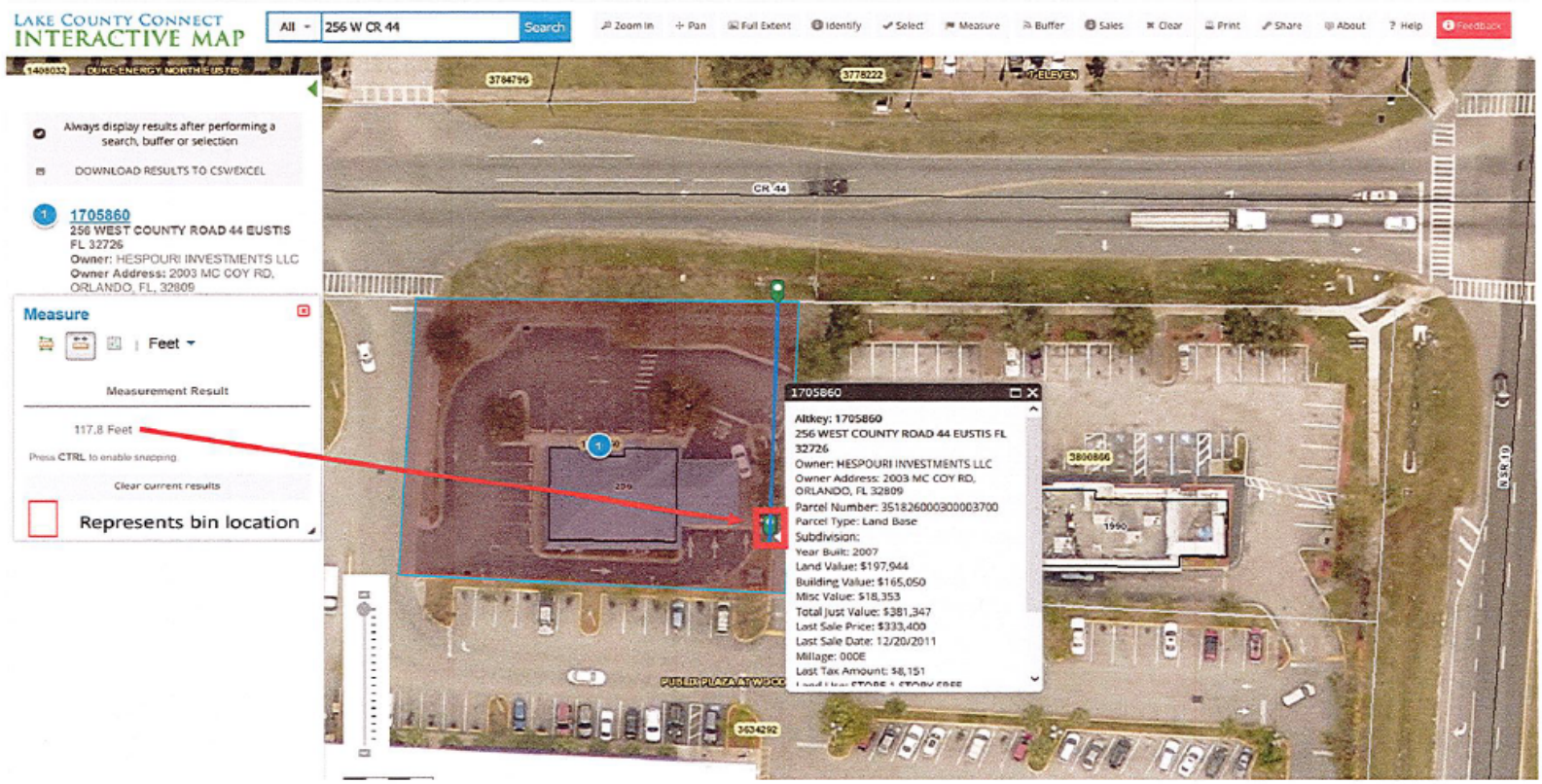
CERTIFICATE OF POSTING

The foregoing Resolution Number 21-56 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.

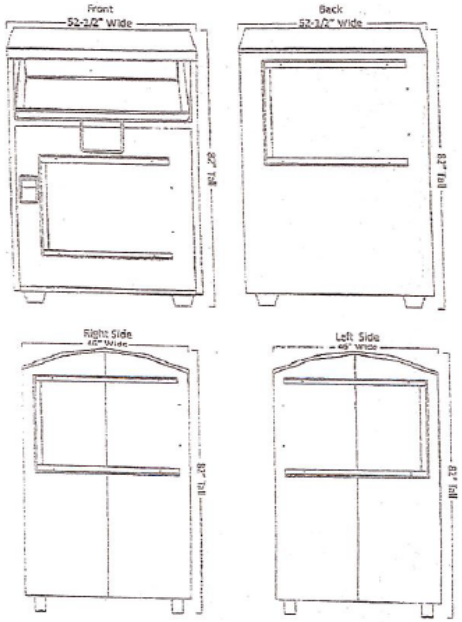
Mary C. Montez, City Clerk

Exhibit A

Liquor Warehouse
256 W CR 44, Eustis



ATRS Bin Dimensions



ATRS Bin

Steel Construction, Powder Coated, 700lbs



ORDINANCE NUMBER 21-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; AMENDING CHAPTER 34, ARTICLE II, BY ADDING THE REGULATION OF TEXTILE RECYCLING COLLECTION BINS (CLOTHING DONATION BINS) TO THE CODE OF ORDINANCES; REPEALING ALL PRIOR EUSTIS ORDINANCES INCONSISTENT HEREWITH; AND PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Eustis City Commission strives to provide appropriate legislation to protect the quality of life for the residents of Eustis; and

WHEREAS, the Eustis City Commission has determined there is a necessity in the City of Eustis and it will promote the general health, safety, and welfare of the City of Eustis to establish regulations of clothing bins within the City of Eustis.

WHEREAS, the following sections will be included in the Code of Ordinances, Chapter 34, Article II.

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

SECTION I. Purpose, Intent and Findings. Unlike other recyclables, such as bottles, cans and paper, clothing, shoes and other articles intended to be worn (hereinafter "textiles") have not typically been collected through regularly scheduled household pick-ups but instead have been collected through donations to receptacles located on properties owned by for-profit and not-for-profit organizations, often by way of unsupervised textile recycling collection bins placed throughout the community. If not properly regulated, textile recycling operations and textile recycling collection bins can conflict with parking, traffic circulation, and tree preservation and can lead to nuisance situations such as abandoned personal property, junk, trash, and blight. When properly regulated, textile recycling collection bins can provide a cost-effective and convenient method of textile recycling, thereby reducing nuisance, abandoned personal property, junk, trash, and blight. The purpose of this Ordinance is to set forth the conditions under which textile recycling collection bins may be placed on public and private property and to provide minimum standards as to how they are operated and maintained, as necessary to protect the public health, safety and welfare.

SECTION II. Definitions. For purposes of this Ordinance, textile recycling collection bin means a self-service container designed to allow members of the general public to deposit used textile items such as shoes, clothing, linens and draperies; and textile recycling collection means the gathering and transportation of deposited textile items such as shoes, clothing, linens and draperies either for the purpose of resale or re-use for other purposes.

SECTION III. Regulation of Textile Recycling Collection Bins.

a. Only authorized textile recycling collection bins permitted. No person shall place or maintain a textile recycling collection bin within the City of Eustis except in conformity herewith and, if on City property as authorized through a franchise agreement.

b. Collection from stationary vehicles. Collection of textiles for recycling from a stationary vehicle, truck, wagon, trailer, or similar vehicle is prohibited within the City of Eustis unless approved by the City Commission. Textile recycling collections taken directly from homes, businesses, or institutions, whether through regularly scheduled or pick-ups or through pick-ups based on special request of the donor are not prohibited and are permitted without City Commission approval.

c. Placement, operation, and maintenance of textile recycling collection bins. Textile recycling collection bins ("bins") shall be governed as follows:

(i) Bins shall be placed only on: City-owned property with approval by Resolution of the City Commission through a franchise agreement or Developed parcels that are (1) approved for non-residential use, including commercial, office, industrial and community services uses, (2) are not located within the Central Business District or Community Redevelopment Area, (3) expressly approved in writing from the property owner permitting such use (such written approval shall be produced to the City within two business days of the City's demand), (4) as expressly approved by the City Commission by Resolution and (5) owned or operated by a business with a valid and active, at all times, City of Eustis business tax receipt.

(ii) Bins shall be placed in a manner which do not to impair traffic, pedestrian, or emergency service vehicle movement within the site and which does not negatively affect protected trees or utility services. The placement of textile recycling collection bins shall require site plan approval from the City Commission.

(iii) Bins shall be no larger than seven (7) feet in any dimension.

(iii) Bins shall be placed no less than five hundred (500) feet from any other bin unless located at least two hundred (200) feet from any public street right-of-way and not readily visible from any residential use. In no case shall more than one (1) bin be placed on a single parcel unless a variance is requested and granted by the City.

(iv) Bins shall not be located within fifty (50) feet of any a public street right-of-way.

(v) Bins shall be constructed of steel with a rust-resistant coating and weigh at least five hundred (500) pounds empty.

(vi) Each bin shall provide the name, address and telephone number of the bin's owner in weather-resistant lettering no smaller than one (1) inch high and provide other information as may be required by Florida Statutes. Bins shall contain no advertising other than as related to the franchised textile recycling collection organization or business.

(vii) Bins shall be painted a uniform color, maintained in good appearance, and be emptied no less than once per fourteen (14) days or immediately upon any bin having textiles not contained in the bin (i.e., on top of the bin, on the ground near the bin or placed on something near the bin rather than contained in the bin).

(viii) The franchisee or property owner shall be responsible for ensuring that the area within twenty (20) feet of any bin shall be kept free of trash, debris, discarded items or abandoned textiles not in the bin.

(ix) No more than four (4) bins are permitted within the City limits unless the City Commission expressly approves more than four (4) bins.

SECTION IV. Enforcement of Other Regulations.

This section does not limit the authority of any state or local agency to enforce other laws, rules or ordinances relating to litter or solid waste management.

SECTION V. Severability, Appeals and Time Limitation for Court Action.

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. Any person aggrieved by this Ordinance or seeking to challenge the validity of this Ordinance or any portion thereof including the application thereof shall, before filing a lawsuit, first file a petition with the City Commission who shall hear petitioner's reasons, afford due process and an opportunity to be heard and shall render a decision on the petition within 90 days after the filing of the petition. Any lawsuit concerning this Ordinance must be filed within 30 days after the City Commission's decision and if not, it is time barred.

SECTION VI. Effective Date.

This Ordinance shall take effect on July 5, 2021. Bins, stationary vehicles, trucks, wagons, trailers or similar vehicles placed, operated or maintained not in conformity herewith shall be removed or brought into compliance no later than July 5, 2021.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Lake County, Florida, this 3rd day of June, 2021.

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 3rd day of June, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

Notary Public State of Florida
Susan M Trewyn
My Commission GG 241955
Expires 08/09/2022

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 6/3/2021 Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-07 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

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 9, 2021

RE: RESOLUTION NUMBER 21-57: TEXTILE RECYCLING COLLECTION BIN AT 905 NORTH HWY 19

Introduction:
Resolution Number 21-57 approves placement of a textile recycling collection bin at 1905 North Hwy 19 pursuant to Ordinance Number 21-07.

Background:
See attached Staff Report.

Recommended Action:
The City Commission has discretion to approve the placement of the bin should they find the submitted application meets the requirements of Ordinance Number 21-07.

Alternatives:
1. Approve Resolution Number 21-57
2. Deny Resolution Number 21-57

Attachments:
08-05-2021 CC MIN
Email - Barnes - Tolley - Possible Addtl Concerns & Meeting Minutes 8-26-21
ATRS ORLA Contract of Service
LL-2019-Annual-Report_Final
Email -Tolley Information For Upcoming Meeting 8-26-21
Email - Tolley - Bins Removed 8-12-21
Staff Report Res. No. 21-57
BTR App & Supporting Docs 1905 N SR 19
Resolution No. 21-57
Ordinance No. 21-07

Reviewed by:

Ronald Neibert, City Manager	Approved - 03 Sep 2021
Mary Montez, City Clerk	Approved - 03 Sep 2021

APPROVED: 8/19/2021

MINUTES
Regular City Commission Meeting

6:00 PM - Thursday, August 5, 2021 – Community Building
601 Northshore Drive, Eustis

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: COMMISSIONER COBB

CALL TO ORDER: 6:10 P.M.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

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

ABSENT: Commissioner Willie Hawkins

1. AGENDA UPDATE: NONE

2. APPROVAL OF MINUTES

2.1 June 16, 2021 - City Commission Workshop
July 15, 2021 - Regular City Commission Meeting

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

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

3. PRESENTATIONS

3.1 Update on City Commission-approved developments and other projects in process and breakdown of Community Redevelopment Agency expenditures and projects

Lori Barnes, Development Services Director, provided an update on the Development Services Department activities. She reviewed the various divisions, explained the specific division duties and provided annual statistics for each division. She noted that staff prepares a slide show highlighting new businesses that is presented on the City's Facebook page.

Ms. Barnes then reviewed recent state legislation that will affect how the City does business. She cited House Bill 403 regarding home-based businesses which prohibits local government from taking certain actions relating to the licensure and regulation of home-based businesses and indicated the legislation will require the City make some code changes. She explained that any regulations pertaining to noise, vibration, heat, smoke, dust, glare, fumes or noxious odors cannot be more stringent on home-based businesses than those imposed on residences without a

home-based business. She indicated that the City has no regulations in the nuisance ordinance that applies to those issues. She stated the City has two options: 1) They can strike all of the provisions regarding those nuisances related to home-businesses in the BTR ordinance; or 2) They can adopt regulations in the nuisance ordinance, Chapter 34, that would apply standards to any of those negatives impacts in any residential areas.

Discussion was held regarding whether or not to amend Chapter 34 to incorporate regulations on those negative impacts. It was a consensus of the Commission to have staff bring back some examples for their review.

Ms. Barnes then reviewed the Building Department and Code Enforcement functions and annual statistics noting that Code Enforcement has an overall 96% compliance rate. She explained that Senate Bill 60 now prohibits code inspectors from initiating an investigation unless the complainant provides their name and address. She commented on staff's efforts to get that information out to the community.

Ms. Barnes then reported on the department's annual planning statistics and explained that the planning staff also has to review building permit applications for compliance with the Land Development Regulations. She then reviewed the development incentive program for new construction which waives water and sewer impact fees noting they processed 64 applications, representing $91.7 million in private investment vs. $2.3 million in potential waived fees. She explained that those fees are not actually waived until the project gets to the building permit stage.

Ms. Barnes then provided an update on recent projects as follows: Recently completed projects: 1) Lulu Candles; 2) Valencia Grove II; and 3) Circle K at SR 44 and CR 44. Projects currently under construction: 1) Oakmere (Bates Subdivision); 2) Lake Lincoln Subdivision; 3) Lake Eustis Marina expansion; and 4) Magnolia Street Apartments. Projects under review: 1) Orange Ave. Townhomes; 2) Royal Brothers single family residential preliminary subdivision plat; 3) Pine Meadows concept plan; 4) New 7-11 at Fish Camp Road and County Road 44. Projects that may be coming soon: 1) New Ace Hardware - previously approved but delayed by a probate issue; 2) Lake House at Lake Eustis (assisted living facility) whose financing was cancelled due to Covid 19; however, their new financing options are underway and should be completed within 30 days. They are expecting to resubmit their plans within 60 days; 3) Lake Door and Trim at David Walker and Huffstetler has reported they are waiting to see what happens with building supply costs.

Ms. Barnes then listed recent individuals and businesses that have expressed interest in developing within the City: 1) Cobb Commerce Park for a soap manufacturer and a diesel repair facility; 2) CR 44 east of Walgreen's (53 acre parcel) – staff has received a number of inquiries however there are issues due to it being in a flood zone; 3) CR 44 immediately adjacent to Walgreen's (13 acres); 4) Lakeview Ave. 9 acre and 14 acre parcels - have been on the market for a number of years - have received a number of inquiries regarding that property; 5) CR 44 on north side east of Dollar General (17 acre parcel); 6) SR 44 at Waycross (25 acre parcel) just north of Lowe's - however there are challenges and no way clear for annexation due to creation of an enclave; 7) 66 acre parcel on CR 44

would create an enclave; 8) Flagship development on City property on 44 is proceeding with their due diligence and plans for the drive-in movie theater, self-storage, hotels and retail; and 9) Atrium project for the three downtown city blocks. City Manager and Economic Development Director have been negotiating with the developer and will bring it to the CRA Board at their next meeting.

Ms. Barnes then reported on the upcoming surplus property sale/mow to own program. She noted there are currently ten properties available. She commented on how the program is very staff intensive and stated they will be initiating this year's program in the late fall.

Commissioner Cobb asked about the property near the Gate station with Ms. Barnes stating that Trout Landing did receive its concept plan approval which does not provide any entitlements. She explained they are looking at marketing for the project; however they are looking at other options as well.

Tom Carrino, Economic Development Director, provided a report on the expenditures between the east and west portions of the CRA District stating approximately $1,185,000 has been spent over the past five years east of Center Street and $700,000 west of Center Street. He noted there are additional funds that have been spent throughout the CRA. He then compared the property values and revenues generated between the two sections.

The Commission asked for specifics regarding what projects have been completed with Mr. Carrino indicating he can provide a list of the major projects but could not provide a breakdown of the specific sidewalks and streets.

CONSENSUS: It was a consensus of the Commission for Mr. Carrino to provide a list of projects to all of the Commissioners.

The Commission asked about the project on Orange Avenue that has requested CRA funding twice with Mr. Carrino indicating they have lost some of their contractors and subcontractors due to a hold up when they had to make some changes to their plans. He confirmed they do not get their reimbursements unless and until the project is completed and they have paid their taxes.

The Commission then asked about Eleven Oaks with Rick Gierok, Public Works Director, reporting there are some issues with their stormwater. He indicated he would be having his camera crew video their stormwater to check to see if the appropriate repairs have been completed.

The Commission asked how they are repairing it without digging it up with Mr. Gierok explaining they inject grout. He indicated the stormwater system is the responsibility of the HOA; however, the roads are the City's and if the stormwater fails and damages the roads it will cause the City problems.

The Commission asked about requiring a performance bond for two or three years with Mr. Gierok indicating the City will get a two-year maintenance bond. He indicated that the contractor they hired is a quality contractor.

The Commission asked how this occurred with Mr. Neibert indicating they had a bad contractor and then they had a contractor walk away and it was complicated by Covid. He confirmed they obtained their Certificate of Occupancy from the County for the electric poles and fixtures.

The Commission asked about Farmstead 44 with Ms. Barnes indicating it is under construction. They are working on tree removal and they are maintaining a significant buffer of existing trees along 44. They are working on installation of the road and they have submitted their building permits for their vertical construction and those are under review.

4. AUDIENCE TO BE HEARD

Horace Jones, Executive Director for the Eustis Housing Authority (EHA), commented on the recent budget workshops stating they were very well planned out and very detailed. He thanked City staff for their assistance with the Housing Authority. He noted that EHA will be applying for a HUD grant that will provide assistance for their resource center that they will be implementing. He noted they will be requesting some matching funding from the City.

The Commission complimented Mr. Jones on the excellent condition of their facilities.

5. CONSENT AGENDA

5.1 Resolution Number 21-49: Approving Edward Byrne Memorial Justice Assistance Grant

5.2 Resolution Number 21-53: Approving a Memorandum of Understanding with LifeStream Behavioral Services LLC

5.3 Resolution Number 21-54: Approving change order and budget amendment for Umatilla Wastewater Interconnection Project

5.4 Resolution Number 21-58: Approving a revised assignment of the Developer's Agreement and first amendment to the Developer's Agreement with Redtail Club Services, LLC

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

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

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 Resolution Number 21-50: Preliminary Subdivision Plat - Orange Ave Townhomes

Derek Schroth, City Attorney, announced Resolution Number 21-50: A Resolution of the City Commission of the City of Eustis, Florida; approving a preliminary subdivision plat for the Orange Ave. Townhomes Subdivision, a 32-lot single family townhome subdivision, on approximately 3.9 +/- acres located on the south side of East Orange Avenue (between Abrams Rd. and Fruitwood Ave.).

Lori Barnes, Development Services Director, reviewed the proposed preliminary subdivision plat as follows: 1) Property owner//applicant is Lake RC, Inc.; 2) Project consists of a 32-unit townhome development; 3) FLU designation of Mixed Commercial/Residential within a Suburban Corridor design district; and 4) 32 single family lots on 3.9 acres equaling 8.7 du/ac which is less than the maximum allowed of 12 du/ac.

Ms. Barnes presented a view of the subdivision and landscape plans citing the proposed buffering. She presented an artist rendering of the townhomes. She stated the applicant did hold the voluntary community meeting with approximately five residents in attendance. She noted there were concerns regarding additional traffic. She indicated staff recommended they contact Lake County as they had concerns regarding existing issues and Orange Avenue is maintained by the County. She indicated staff has not received any input at this time regarding the project. She noted that the project was advertised with a waiver request for fencing around the stormwater pond; however, the waiver is no longer necessary. She stated staff's recommendation for approval.

Mr. Schroth opened the public hearing at 6:55 p.m. There being no public comment, the hearing was closed at 6:55 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to approve Resolution Number 21-50. Motion carried by the following votes:

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

6.2 Resolution Number 21-51: Conditional Sign - Lulu Candles 1361 Cobb Drive

Mr. Schroth announced Resolution Number 21-51: A Resolution of the City Commission of the City of Eustis, Florida; approving a conditional sign for Lulu Candles at 1361 Cobb Drive to permit a 100-square foot sign in the Rural District.

Ms. Barnes reviewed the requested conditional sign and explained that the request is to allow a sign area greater than that allowed by the Land Development Regulations (LDR's). She stated their reasoning is that their facility is more than 500 feet from SR 44 and they want the sign to be readable from the roadway. She reviewed the background information on the property and the applicable LDR's noting that signs are not included as part of the site plan review. She noted that the regulations provide for different standards for corridor design districts versus any other district. She stated the subject property is located in the Rural design district which has a maximum allowable signage of 72 square feet with 24 inch maximum letter and logo size. She stated what is requested is 100 square feet with larger lettering than the maximum allowed. She explained the conditional sign process and the issues to be considered by the Commission in determining whether or not to approve the request. She reviewed staff's analysis of the request. She added that, if the Commission desires, staff could look at whether or not to re-designate areas along 44 as corridors.

Mr. Schroth opened the public hearing at 7:04 p.m.

Mayor Holland thanked Ms. Lawrence for relocating her business to Eustis. She expressed thanks to the City for their assistance.

Karen Lawrence noted the distance that her business is set back from the main road and commented on the need to have visibility from the roadway. She noted that when the front lots are developed that will also make the view of their business more difficult. She commented on the work they have done to make their facility beautiful.

There being no further public comment, the hearing was closed at 7:06 p.m.

The Commission confirmed that no additional signage would be placed near the roadway.

Commissioner Cobb explained that while her company owns the Commerce Park, they are selling the lots in the Park; however, they still own the front four lots and there is an HOA so they retain a small percentage of ownership; therefore, she would recuse herself from voting.

Commissioner LeHeup-Smith expressed support for redefining the City's corridors.

Moved by Vice Mayor Lee, seconded by Commissioner LeHeup-Smith, to approve Resolution Number 21-51. Motion carried by the following votes:

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

6.3 Resolution Number 21-52: Approving City participation in Florida Memorandum of Understanding pertaining to opioid epidemic

Mr. Schroth announced Resolution Number 21-52: A Resolution of the City Commission of the City of Eustis, Florida; authorizing the City to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and formal agreements implementing a unified plan regarding opioid litigation; authorizing the City Manager to execute all necessary agreements; directing the City Clerk to submit the resolution to the Florida Attorney General; providing for an effective date.

Mr. Schroth explained the requested Memorandum of Understanding is due to the settlement of the opioid litigation with the City's share equaling $21,083.

Mr. Schroth opened the public hearing at 7:10 p.m. There being no public comment, the hearing was closed at 7:10 p.m.

The Commission questioned what would occur with the City's $21,000 with Mr. Neibert indicating that the agreement has specifics regarding use of the funds. The thinking is that the individual communities will not be able to do much with their shares so the funds will go to the counties to develop appropriate programs in coordination with the cities.

Moved by Commissioner Cobb, seconded by Vice Mayor Lee, to approve Resolution Number 21-52. Motion carried by the following votes:

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

6.4 Resolution Number 21-55: Textile Recycling Collection Bin at 2601 E. Orange Avenue

Mr. Schroth announced Resolution Number 21-55: A Resolution of the City Commission of the City of Eustis, Florida; approving placement of a textile recycling collection bin at 2601 E. Orange Avenue pursuant to Ordinance Number 21-07; providing for conditions of approval.

Ms. Barnes reviewed the request to allow placement of a textile recycling bin at 2601 E. Orange Avenue noting that it is the first of three requests by the applicant. She noted the site is the AAA Mini Storage site and provided an aerial view of the location. She also presented a photograph of the donation bin which was taken on Monday (August 2nd). She reviewed staff's analysis of the request based on Ordinance 21-07. She indicated that the property owner has provided approval; however, that authorization allows American Textile Recycling Services to place a bin on the property and the business tax receipt application is in the name of Orla Recycled Clothing. She stated their representative has stated that ATRS is the parent company of Orla but they have provided no documentation regarding that relationship. She presented a picture of the signage on the bin. She reviewed the requirements of Ordinance 21-07 and provided staff's analysis of each.

Ms. Barnes noted that the proposed signage on the bin does provide the ATRS office address and provides a phone number to call for special recycling which appears to be registered to ATRS. The signage also represents Libby's Breast Cancer Foundation. She further noted additional requirements and the compliance of the applicant. She added that Ordinance 21-07 limits the total number of bins within the City to four and this applicant has submitted applications for three. At that time, no other applications have been received. She stated that the Commission has discretion to approve.

Mr. Schroth opened the public hearing at 7:19 p.m.

Gary Toley, representing ATRS and Libby's Legacy, read a letter of support from Libby's signed by Tracy Harris, Executive Director of Libby's Legacy.

There being no further public comment, the hearing was closed at 7:22 p.m.

Commissioner Cobb noted when she started this she had contacted Libby's and asked how much goes to Lake County and they either couldn't or wouldn't answer her. She cited the letter sent out notifying everyone regarding the new ordinance and the lack of compliance. She expressed concern regarding the bins being placed prior to approval and that the BTR application does not match the bin application. She noted that for one location the store manager signed the agreement, not the land owner. She emphasized that the required process was not followed.

The Commission commented on the mismatching names and expressed concern regarding how much of the proceeds are actually going to Libby's.

Mr. Toley responded that he is the community relations advocate and he does not have that information. He indicated that ATRS would not be able to stay in business if they didn't make a profit. He noted that when they first started in Florida they were still supporting the various charities even though they weren't yet making a profit. He commented on the number of employees they support. He apologized for not having the specifics on the percentage provided to Libby's.

The Commission asked if there is an application fee and what will happen if the bins are not maintained.

Ms. Barnes stated there is a $10 application fee and then an $80 annual fee for the BTR plus a per site fee. She explained the applications do meet the requirements of Ordinance 21-07. She indicated the City now has the contact information to contact the organization in the event the sites are not maintained appropriately. She noted that, in the past, they did not have contact information and could not reach the bin owners and could only code enforce the property owners.

The Commission further asked how they will ensure the bins stay maintained with Mr. Toley indicating they service the bins twice per week. He added that each store owner has his name and phone number and if someone wants to donate a large item in between pickups they can call him and he will see that it is picked up. He commented on the signature by the property owner and their feeling that the authorized manager of a site should be able to approve and cited the difficulty in trying to get the actual land owner to sign an agreement.

The Commission further expressed concern regarding the varying names and commented on how other not-for-profits have to get corporate approval before setting up a fund-raiser and then they work with the local manager.

Mr. Toley indicated he would get additional paperwork to clarify the relationship between ATRS and Orla Recycling. He commented on his work with Dollar General.

The Commission noted that various businesses had indicated they had not given permission for the bins to be placed on their property. They also commented on the amount of feedback they get from the community on such issues. They encouraged Mr. Toley to look into the administrative costs.

Mr. Toley asked the Commission to consider giving them a trial basis and if they don't perform, throw them out. He indicated that, had he asked corporate for the requested information, he would have received it. He emphasized they are registered with the State of Florida.

Mr. Schroth noted that for the Resolution 21-55, it was the property owner that signed off for that site.

Mayor Holland performed a straw poll due to the absence of Commissioner Hawkins.

The straw poll showed a result of 4 to 0 against approval with comments regarding the need for all of the paperwork to match.

Mr. Neibert asked if the Commission would like to table to a date certain and allow Mr. Toley time to re-submit.

Moved by Vice Mayor Lee, seconded by Commissioner LeHeup-Smith, to table Resolution Number 21-55 to the September, 9, 2021, meeting. Motion carried by the following votes:

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

6.5 Resolution Number 21-56: Textile Recycling Collection Bin at 256 W County Road 44

Moved by Commissioner Cobb, seconded by Vice Mayor Lee, to table Resolution Number 21-56 to September 9, 2021. Motion carried by the following votes:

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

6.6 Resolution Number 21-57: Textile Recycling Collection Bin at 905 North Hwy 19

Moved by Vice Mayor Lee, seconded by Commissioner Cobb, to table Resolution Number 21-57 to September 9, 2021. Motion carried by the following votes:

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

6.7 Ordinance Number 21-11: Voluntary Annexation of property located at the northeast corner of Fish Camp Road and Grand Island Shores Road

Mr. Schroth read Ordinance Number 21-11 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 10.72 acres of real property at the northeast corner of South Fish Camp Road and Grand Island Shoes Road.

Mr. Schroth opened the public hearing at 7:46 p.m. There being no public comment, the hearing was closed at 7:46 p.m.

Moved by Vice Mayor Lee, seconded by Commissioner Cobb, to adopt Ordinance Number 21-11 on second and final reading. Motion carried by the following votes:

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

6.8 Ordinance Number 21-12: Comprehensive Plan Amendment for property located at the northeast corner of Fish Camp Road and Grand Island Shores Road

Mr. Schroth read Ordinance Number 21-12 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3184 F.S.; changing the future land use designation of approximately 10.72 acres of recently annexed real property located at the northeast corner of South Fish Camp Road and Grand Island Shores Road, as more particularly described herein, from Urban Low in Lake County to Suburban Residential (SR) in the City of Eustis.

Mr. Schroth opened the public hearing at 7:47 p.m. There being no public comment, the hearing was closed at 7:47 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to adopt Ordinance Number 21-12 on second and final reading. Motion carried by the following votes:

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

6.9 Ordinance Number 21-13: Design District Assignment for property located at the northeast corner of Fish Camp Road and Grand Island Shores Road

Mr. Schroth read Ordinance Number 21-13 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Neighborhood design district designation to approximately 10.72 acres of recently annexed real property located at the northeast corner of South Fish Camp Road and Grand Island Shores Road.

Mr. Schroth opened the public hearing at 7:48 p.m. There being no public comment, the hearing was closed at 7:48 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to adopt Ordinance Number 21-13 on second and final reading. Motion carried by the following votes:

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

6.10 Ordinance Number 21-21: Annual update of the Five-Year Capital Improvement Element of the Comprehensive Plan Fiscal Year 2022-26

Mr. Schroth read Ordinance Number 21-21 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, approving the annual update of the Five-Year Capital Improvement Schedule of the Comprehensive Plan pursuant to Florida Statutes 163.3177(3)5(b); providing for conflicting ordinances, severability and effective date.

Mr. Schroth opened the public hearing at 7:49 p.m. There being no public comment, the hearing was closed at 7:49 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Commissioner Cobb, to adopt Ordinance Number 21-21 on second and final reading. Motion carried by the following votes:

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

6.11 Ordinance Number 21-10: Comprehensive Plan Text Amendment

Mr. Schroth read Ordinance Number 21-10 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Florida, amending the City of Eustis Comprehensive Plan 2010-2035 pursuant to Section 163.3184 of the Florida Statutes; providing for text revisions to the Future Land Use Element, Future Land Use Element Appendix, Conservation Element, Economic Development Element, Housing Element, Intergovernmental Coordination Element, Parks and Open Space Element, and Transportation Element; amending maps; providing for addition of a Property Rights Element; providing for the repeal of ordinances inconsistent with this ordinance; providing for conflicting provisions; and providing for severability and effective date.

Mr. Schroth noted that the ordinance has been amended to only apply to the Property Rights Element and continue the other items.

Mr. Schroth opened the public hearing at 7:50 p.m. There being no further public comment, the hearing was closed at 7:50 p.m.

Moved by Vice Mayor Lee, seconded by Commissioner Cobb, to approve Ordinance Number 21-10 on first reading as amended by the Local Planning Agency to include the Property Rights Element only. Motion carried by the following votes:

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

7. FUTURE AGENDA ITEMS

7.1 Commissioner Cobb asked if the LPA meetings could begin at 5:30 p.m. instead of 5:50 p.m. with Mr. Neibert noting that sometimes there are other meetings prior to the LPA and Commission. He noted that staff can look at moving back the meetings where possible.

8. COMMENTS

8.1 City Commission

Commissioner Cobb noted Lori Johnson, Consumer Sciences Field Advocate for the Ag Center, is applying for a grant to bring to the community classes in cooking healthy. She commented on a related meeting with Craig Dolan and thanked him for his assistance.

Commissioner LeHeup-Smith commented on the Alee Academy fund-raiser.

Vice Mayor Lee stated there would be a career planning workshop at the Eustis Woman's Club on Wednesday, August 25th. Cost is $15 per person. She thanked everyone for their support during the recent passing of her granddaughter.

Commissioner Cobb thanked everyone for their support of the Alee Academy fund-raiser and noted that she and Mayor Holland both sit on the Alee Academy Board.

8.2 City Manager - None

8.3 City Attorney - None

8.4 Mayor

Mayor Holland announced that the Commission and staff would be attending the Florida League of Cities conference in Orlando the next week. He thanked Chief Capri for his work on resolving the homeless issue within the City and assisting them in getting the assistance they need. He announced that the next day would be First Friday and would feature a Spirit Rally for Eustis High School. He invited everyone to attend.

Chief Swanson noted the number of phone calls they are getting regarding Covid testing and vaccination. He stated the Health Department would be providing vaccinations at First Friday and then again in September. He cited locations where people can get tested as well.

Mayor Holland encouraged everyone to get vaccinated and noted the number of people who thought it was a hoax but are now suffering from Covid 19.

9. ADJOURNMENT: 8:01 P.M.

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

Mary C. Montez

MARY C. MONTEZ
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Cobb, Nanette, Lyn	Eustis City Commission
MAILING ADDRESS 3151 Brighton Rd	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Eustis — COUNTY: Lake	NAME OF POLITICAL SUBDIVISION: City of Eustis
DATE ON WHICH VOTE OCCURRED August 5th, 2021	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

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

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

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

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Nanette Lyn Cobb, hereby disclose that on August 5th, 20 21 :

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

___ inured to the special gain or loss of my relative, _____ ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Couldn't vote on a sign ordinance for Lulu's Candles because I have interest in Cobb Commerce Park. We have 4 lots remaining and we're part of the land association

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

8/9/2021
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Barnes, Lori

From: Gary Tolley <gtolley@atrsonline.com>
Sent: Thursday, August 26, 2021 1:28 PM
To: Barnes, Lori; Brian Papenfuss
Cc: Neibert, Ronald; Derek Schroth - Bowen & Schroth, PA (dschroth@bowenschroth.com); Montez, Mary
Subject: Re: ATRS Donation Bins RE: Information For Upcoming Meeting (Attachments)

Hey Lori,

I may be mistaken, but the notarized authorization forms that were included in the application seemed to suffice, despite there being some concern.

Each of the authorization forms we submitted states that the signatory has authorization to agree to the use of the property.

Hope we can get our bins back to Eustis soon.

Thank You,

Gary Tolley
CRA ATRS
ATRSCorp.com

From: Barnes, Lori <BarnesL@ci.eustis.fl.us>
Sent: Thursday, August 26, 2021 12:55 PM
To: Gary Tolley <gtolley@atrsonline.com>; Brian Papenfuss <Brianp@atrsonline.com>
Cc: Neibert, Ronald <NeibertR@ci.eustis.fl.us>; Derek Schroth - Bowen & Schroth, PA (dschroth@bowenschroth.com) <dschroth@bowenschroth.com>; Montez, Mary <MontezM@ci.eustis.fl.us>
Subject: ATRS Donation Bins RE: Information For Upcoming Meeting (Attachments)

Thank you, Gary. One of the other concerns was authorization by business managers vs. the property owners. Do you have other submittals to address that concern?

Best,
Lori Barnes, AICP, CPM
Development Services Director
City of Eustis
4 North Grove Street, P.O. Drawer 68, Eustis, FL 32727
Phone: (352) 483-5460
Email: barnesl@ci.eustis.fl.us

From: Gary Tolley <gtolley@atrsonline.com>
Sent: Thursday, August 26, 2021 11:49 AM
To: Barnes, Lori <BarnesL@ci.eustis.fl.us>; Neibert, Ronald <NeibertR@ci.eustis.fl.us>; Brian Papenfuss <Brianp@atrsonline.com>
Subject: Information For Upcoming Meeting (Attachments)
Importance: High

Hello Lori,

Hope you both are doing well.

After the last meeting I attended, there were some items that city council members asked us to address. As you know, all bins have been removed on August 9th, until permits have been obtained.

Regarding the ATRS / Orla Recycling connection, the document attached shows how we are associated. American Textile Recycling Service is the parent company to Orla Recycling.

The other document is the Annual Report from Libby's Legacy. Probably more information than is needed, but it has everything you should require.

I did investigate the issue that arose after Councilwoman Cobb called the office of Libby's Legacy to inquire about the percentage of Lake County service. Their Executive Director (Tracy Harris) informed us that she was not the one who spoke to Councilwoman Cobb, but she is open to a direct conversation with her. The number is on their literature.

Regarding the business model, here is what my manager had to say:

As per their contract ATRS pays Libby's $0.02/lb for all donated credential no matter what we are currently selling at, or not selling at, as was last year's case. Since a good month is running at $0.05/lb profit we average giving Libby's 40% of our profits. For the first 5 years the market was open we lost money based on operations but still paid out the NPO partner their contracted amount.

Thank you in advance for forwarding this information to the council members prior to the next meeting that will address these issues.

If you have any questions, please call me at 321-663-3709.

Gary Tolley
CRA ATRS
ATRSCorp.com

Please note: Florida has a very broad public records law. Most written communication to or from government officials regarding government/public business is public record available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

Contract for Services

1. Names

This agreement is between A.T.R.S. Inc., a Texas corporation doing business as American Textiles Recycling Services, LLC. (Client), and ORLA Recycled Clothing, Inc, a Delaware corporation doing business as ORLA (Contractor).

2. Services to be Performed

Contractor agrees to perform the following services for Client:

1. Locate locations suitable to place collection boxes and make arrangements to place the box there, on an ongoing basis.

2. Place the collection box, maintain it and pick up the contents of the boxes.

3. Time for Performance

Contractor will perform these services on a perpetual basis until this agreement is cancelled.

4. Payment

Client will pay Contractor as follows: Reasonable collection costs will be reimbursed.

5. Terms of Payment

Contractor will submit invoices as often as every 7 days to Client for all services performed. Client shall pay Contractor within 30 days from the date of Contractor's invoice.

6. Limited Liability

This provision allocates the risks under this Agreement between Contractor and Client. Contractor's pricing reflects the allocation of risk and limitation of liability specified below.

Contractor's total liability to Client under this Agreement for damages, costs and expenses shall not exceed the compensation received by Contractor under this Agreement. However, Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Contractor, or Contractor's employees or agents, while on Client's premises to the extent such actions or omissions were not caused by Client.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

7. Equipment and Supplies

Contractor, at Contractor's expense, will provide all equipment, tools, and supplies necessary to perform the contractual services, except for the following, which will be provided by Client:

Collection boxes and the vehicles needed to find the locations, place the boxes and service them.

8. Expenses

Contractor will be responsible for all expenses required for the performance of the contractual services.

9. Terminating the Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of the date Contractor completes the services required by this Agreement or the date a party terminates the Agreement as provided below.

With reasonable cause, either party may terminate this Agreement effective immediately by giving written notice of termination for cause. Reasonable cause includes:

- a material violation of this Agreement, or
- Client's failure to pay Contractor's fees as provided in this agreement, where Contractor has demanded payment, in writing, and has not received payment at least 20 days after the date that such demand was sent to Client.

In addition, either party may terminate this Agreement at any time by giving 15 days written notice of termination.

Contractor shall be entitled to full payment for services performed prior to the date this Agreement is terminated.

10. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

- Contractor will have the right to control and determine the methods and means of performing the contractual services.
- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

- Client shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

11. State and Federal Taxes

Client will not:

(a) withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf, or

(b) withhold state or federal income tax from Contractor's payments or make state or federal unemployment contributions on Contractor's behalf.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare and self-employment taxes. Contractor will also pay any unemployment contributions related to the performance of services under this contract.

If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Client. Client shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

12. Disputes

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise

to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

13. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

14. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

15. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

16. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

17. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of Texas.

18. Counterparts

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

19. Modification

This agreement may be modified only by a written agreement signed by the parties.

20. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

21. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

***** **This area was intentionally left blank.** *****

CLIENT

A.T.R.S. Inc.,

a Texas corporation doing business as American Textiles Recycling Services, LLC.

10739 W Little York Rd. STE 100

Houston, Texas 77041

Dated: 3-1-16

By: _____

David M Peganyee

President, A.T.R.S. Inc.

CONTRACTOR

ORLA Recycled Clothing, Inc,

a Delaware corporation doing business as ORLA

3430 N Orange Blossom Trail

Orlando, FL 32804
Taxpayer ID: 81-1622482

Dated: 3-1-16

By: _____

Gilbert Regalado

President, ORLA Recycled Clothing, Inc



LIBBY'S LEGACY BREAST CANCER FOUNDATION

2019 Annual Report

Our mission is to provide comprehensive services to the underserved through education, mammograms, and patient navigation on the journey from diagnosis to survivorship with the compassion to ensure no one fights alone.

Libby's Legacy Breast Cancer Foundation™

OUR STAFF



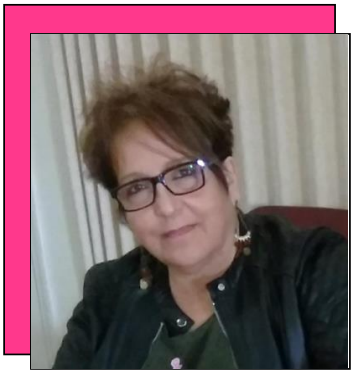
Tracy Harris
Executive Director



Robin Maynard-Harris
Founder & Director of Survivorship



Sandy Campbell
Mission Manager



Zenaida Diaz
Patient Services

Table of Contents

2019-2020 BOARD OF DIRECTORS 4

OUR 2019 COMMUNITY IMPACT 6

WHO WE ARE 7

- Cancer Screening Initiative (CSI) 7
- Mammogram Access Project (MAP) 7
- Patient Advocate Liaison Services (PALS) 8
- Bridging Breast Health Gaps in the LGBTQ+ Community 8
- Live Big Memory Cruise 8
- Pink Ribbon Garden Project (PRG) 9
- Hooked On Hope 10

WHERE WE SERVE 11

WAYS TO GIVE 11

FUNDRAISING 12

WHY WE ARE HERE 13

FINANCIALS 14

2019 COMMUNITY PARTNERS 15

2019 PINK RIBBON GARDEN WELLNESS PARTNERS 16

2019 COMMUNITY FUNDRAISING PARTNERS 17

2019 DONORS 18

A WORD FROM OUR FOUNDER 20

2019-2020 BOARD OF DIRECTORS



Tammy Humphrey Ed.D *Board Chair*

Tammy has over 25 years of experience in the areas of education and corporate learning. Her many roles have included educator, administrator, instructional designer, project manager, consultant, learning leader and offering manager. After a successful career as a public school teacher and administrator, she transitioned to the technology industry.



Stefanie Steele *Vice-Chair*

Stefanie is currently the Director of Government Relations for the Eastern Region of the United States at Project Lead the Way (PLTW). Her passion and drive to save lives from breast cancer stems from her first-hand experience of helping so many men and women fighting the disease, including her grandmother, who is a breast cancer survivor. Stefanie lives in Orange County with her husband and two young children.



Kathy Cregan *Treasurer*

Kathy owns and operates Cregan & Co., PA who offers accounting services, tax preparation and planning to small and mid-size businesses, investors in real estate and the stock market, those in the entertainment industry as well as professionals. Kathy is one of the top 5% of the CPAs in the nation based on the criteria provided by the AICPA. She loves her two sons, the SF Giants, music and her sweet dog CoCo.



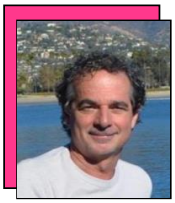
Robin Maynard-Harris *Founder, Director of Survivorship, Secretary*

Robin has served the citizens of Orange County as a Paramedic and Crime Scene Investigator. After the loss of her Mom Libby to breast cancer in 2006, Robin took saving lives down a whole new path and Libby's Legacy was formed in 2007. Robin has dedicated herself to this foundation in her Mother's honor and memory. Today, Robin is the Director of Survivorship and Board Secretary.



John Michael Cunningham *Board Member*

John Michael runs a successful real estate business, "List Now, Sell Today". He has personal knowledge of Libby's Legacy's programs his family was a recipient of the Live Big Cruise, he and his sisters were able to make, once in a lifetime, memories with their mother before she passed away. "I joined the board because of how much Libby's does to support the community, how diverse they are and how dedicated they are to the people they serve, the survivors especially."



Pedro Faura *Board Member*

Pedro is currently Director of Claims with Progressive Insurance in Tampa, Florida. In his role as Director he is responsible for managing an organization of 200 employees throughout Florida. His role includes strategic planning and acting as a business expert assessing operational strengths and weaknesses, and creating plans to optimize performance and ensure successful implementation of changes within the Claims organization while adhering to the company's core values.

We would like to sincerely thank Jeanette Bokland and Nancy Blastic, who completed their board roles in 2019, for their dedicated service to the mission of Libby's Legacy Breast Cancer Foundation.

A LETTER FROM OUR BOARD CHAIR

Dear Friends,

Most people don't make it out of their teenage years without knowing someone who has been affected by or diagnosed with breast cancer. This is because it's the second most common cancer women are diagnosed with— in fact, the statistics are staggering with 1 in 8 U.S. women developing breast cancer during her lifetime. While risk nearly doubles when a woman has a first degree relative (mother, sister, daughter) who has been diagnosed with breast cancer, roughly 85% of those diagnosed with the disease do not have a family history. In 2018, national statistics estimate more than 330,000 women and 2,500 men were diagnosed with breast cancer. The number of lives affected increases exponentially when then caregivers, families, friends and co-workers are considered.

When Libby Maynard won her trip to heaven, her daughter Robin, set out to help others fighting the disease, founding Libby's Legacy Breast Cancer Foundation (LLBCF) in memory of her mother. I was a founding board member when Libby's Legacy was created, and now 13 years later I have taken on the role as the Board Chair as LLBCF continues to impact our community. Each of us work in honor of Libby and the thousands of others who will face breast cancer in their lives.

We believe that everyone deserves the same level of care, regardless of their socioeconomic status. Access to care is an important part of our mission of making sure no one fights alone. It begins with a mammogram and continues through treatment and into wellness. LLBCF takes great pride in providing support through all parts of the journey.

None of what we do would be possible without the help of our community and donors. With your generosity, LLBCF was able to make a difference in the lives of so many. We were able to fund free mammograms, take our education bus and mammogram bus into underserved communities, go with patients to their appointments, and provide life sustaining food to survivors and their families. In 2019 your generosity helped to save and change lives leaving a lasting impact on those affected by breast cancer.

Your decision to partner with us is received with heartfelt appreciation and gratefulness. Please be assured that we continuously aim to maximize the potential of every dollar raised and put them toward premier breast health services that patients may have not had access to otherwise. Thank you for selecting LLBCF and helping us ensure no one fights alone.

We look forward to continuing our work with you and Libby's Legacy Breast Cancer Foundation®!

Sincerely,

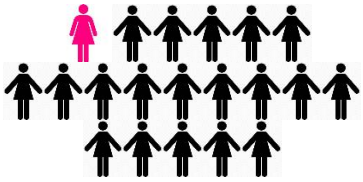
Tammy Humphrey

Tammy Humphrey
Board Chair

OUR 2019 COMMUNITY IMPACT

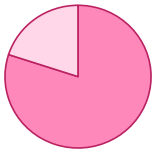
2,718
Prescribed & Direct Services Provided

627
Clients Served



1 out of every 20
served were diagnosed with Breast Cancer

72%



Of Clients were Minorities

31
Clients Diagnosed & Navigated through treatment

25
Of clients diagnosed did NOT have family history of Breast Cancer

13
Clients were younger than
50

63
Breast Cancer Survivors went on Wellness Outings

11
Clients were in their
50's



Counties Served

7
Clients were in their
60's & 70's

WHO WE ARE

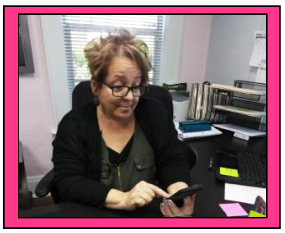
Libby's Legacy Breast Cancer Foundation (LLBCF) was founded in Orlando in 2007 as a grassroots nonprofit. We began by sending Stage IV breast cancer survivors on a Live Big memory making trip with loved ones while advocating for their care. We quickly expanded to give breast health services to the underserved. Our efforts continue to serve the growing needs of Floridians and beyond through our life changing programs.

Cancer Screening Initiative (CSI)

Our CSI program provides free digital screening and diagnostic mammograms, as well as follow up diagnostic procedures, such as sonograms and biopsies.



Clients come into our office to complete their intake, provide documentation and schedule their appointment with our collaborative partners.



Services Provided:

- Screening Mammogram
- Breast Sonogram
- Stereotactic Core Biopsy
- Breast MRI
- Diagnostic Mammogram
- Cyst Aspiration
- Sonographic Core Biopsy
- MRI Guided Biopsy

The program also offers full case management services and support for each of our clients.

Mammogram Access Project (MAP)

Since 2010 our Mammogram Access Project, in partnership with Women's Center for Radiology, has been able to bring free digital mammography as well as breast health education into underserved communities to remove barriers and meet clients where they are.



The mobile unit can complete four screening mammograms per hour. Each MAP event strives to reach our maximum of serving 32 clients/day. We follow each patient's results; if further diagnostic procedures are needed we transition clients into our CSI program and full case management services.



Patient Advocate Liaison Services (PALS)

The Patient Advocate Liaison Services (PALS) program is a patient navigation program and was created at the inception of Libby's Legacy (13 years ago) to provide a continuum of care beginning with a client's first mammogram and continuing into survivorship.

We advocate on behalf of our clients and assist in connecting them to treatment and surgery. Once connected to treatment we make the offer to attend doctor, treatment, and surgical appointments to take notes and provide to patients. With weekly phone calls to provide support, our PALS clients have the comfort of knowing we are with them and fighting for them throughout their breast cancer journey and beyond.



PALS is open to everyone regardless of financial or insured status or where you live. We assisted several clients nationally in navigating their breast cancer journeys. As our founder says, "Just because you have insurance doesn't mean you know how to navigate breast cancer."

Bridging Breast Health Gaps in the LGBTQ+ Community

LGBTQ+ Community can have an increased risk of Breast Cancer* and not be aware. This program provides education and access to breast health services to the LGBTQ+ community, thus giving access to all the services Libby's Legacy has to offer. Libby's Legacy is proud to be one of the first foundations to provide specific breast health programs to the transgender community, ensuring that each of our clients are treated with dignity and as the gender which they identify.



"Libby's Legacy treated me as my true self from first contact, during my intake and through the testing process, something my actual doctor's office struggled to do. Libby's Legacy is amazing and life-saving. I will be forever grateful."

BBHG helps LGBTQ+ individuals take charge of their health and get the breast services they need.

*https://www.cancer.org/content/dam/cancer-org/cancer-control/en/booklets-flyers/lgbtq-people-with-cancer-fact-sheet.pdf

Live Big Memory Cruise

The Live Big program provides Stage IV breast cancer survivors with a free memory making trip to create cherished memories with family, because it's not just about surviving, but living!

This program provides the patient with an experience with their families to create memories that will last a lifetime, away from the doctors and hospitals. To date, we have given 15 memory cruises.



Pink Ribbon Garden Project (PRG)



The PRG is our national program co-founded with Grammy and Oscar award-winning rock star, Melissa Etheridge. It addresses the barriers (access and monetary) underserved communities face in providing fresh plant-based foods for their families. Our program brings survivors together to plant, tend, and harvest fresh vegetables and herbs.



The first garden opened in Orlando in May 2017 followed by a ground-breaking in Altamont, NY in October, 2018. In the Spring of 2019 we held ribbon cuttings for gardens in Altamont and Albany, NY. Also in 2019 a fourth garden was built at the offices of Libby's Legacy with a ribbon cutting scheduled for March 2020.



Since opening in 2017 our gardens have provided survivors with:

- over 1000 pounds of herbs & vegetables
- over 50 varieties of plants & herbs
- over 100 deliveries to patients
- 820 hours of donated time











Hooked On Hope

We take survivors and a companion on a bass fishing trip for a day of family fun! Being on the water has been proven to reduce stress, allow for relaxation and in this case, teaches survivors a skill they can use for healthy eating as well.

Once a year we have a fleet of boats and guides sponsored by Bass Pro Shops that take a larger group of survivors and their families out for a full day of games, food, fishing & fun. Survivors began their day at Bass Pro Shops for fishing lessons, a Meet & Greet with Santa, where they received a gift bag and their very own fishing pole.

During the holiday season, we were generously gifted with a Nitro Bass Boat of our own, sponsored by Harmony Foliage and Cregan & Co. Bass Pro Shops sponsored the wrap and we are set in style to continue to take our survivors fishing and making memories in 2020.



WHERE WE SERVE

While Libby's Legacy breast health programs serve the majority of our clients in Central Florida, we do serve the entire state of Florida and beyond.

Our Pink Ribbon Garden Project co-founded with Melissa Etheridge is a National Program.

WAYS TO GIVE

Libby's Legacy Breast Cancer Foundation relies on donations from individuals and companies like you. Thanks to these donations, we continue to save and change lives in your neighborhoods and communities. We hope you will join us and support our mission. Here are some ways you can support Libby's Legacy today:

Give Monthly



Recurring gifts provide Libby's Legacy with consistent reliable funds.

Make a Direct Donation



Every dollar given supports our mission and saves and changes lives.

Sponsor an Event



Highlight your business by sponsoring one of our local fundraising events while helping to save and change local lives.

Donate Textiles



Give clothes and shoes to our partner ATRS collection bins.

Get Your Business Involved



Create a fundraising event and spread the word about the Libby's Legacy mission.

Volunteer



From office work to event planning to being a PAL, we have an opportunity for you.

Join in Paving the Way



Be a part of our building foundation with a custom engraved brick in our entry pathway to display your support in helping women in the fight of their lives.

Join our Board of Directors



Help guide Libby's Legacy into the future.

FUNDRAISING

Libby's Legacy Breast Cancer Foundation™ Presents...

Treasure Your Chest Scavenger Hunt


Lakeland


Orlando

Treasure Your Chest is a scavenger hunt event where attendees gather in teams, dress in their best pirate attire, and compete in a foot-race to gather clues to solve an ultimate puzzle. There's musical entertainment, team and individual prizes, and survivor tributes. The challenge prior to the event is to raise funds and awareness for our mission, helping to provide free mammograms and other breast health services to the local underserved Central Florida community.

Start plannin' yer crew t' join in on th' fun at this annual event. Like 'n follow our Facebook page fer news on future dates!













WHY WE ARE HERE



In 2017, I noticed a large lump on my right breast, near my arm pit. Along with my family and friends, I thought it could be fibroids and nothing to worry about. I needed to know, but, I had no health insurance and didn't know where to turn. I had a mammogram and sonogram, and those results came back that I needed a biopsy. I was scared and nervous, because I knew I could not afford the test. I started researching and I found Libby's Legacy Breast Cancer Foundation! They had my biopsy scheduled within just a few days!

Upon learning I had breast cancer, my first thought was I AM GONNA DIE because my cancer was so rare, but Libby's Legacy gave me and my family hope! They reassured us that they would do anything in their power to make sure I had the best doctors and best care. And that is exactly what happened!

I met with my medical team and received my plan for treatment. I was still scared and cried for days until I gathered my strength and realized I had to start the journey and war with cancer. My first step was a super strong dose of chemo, followed by radiation, and surgery. Libby's Legacy was by my side through each phase making certain I understood my options and supporting my decisions. I did not have to fight this battle alone!



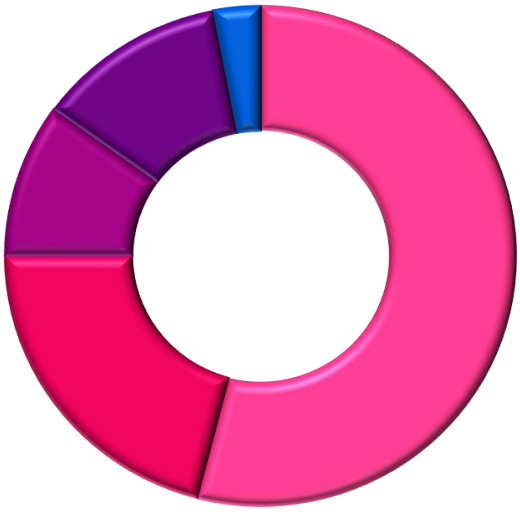
Having a rare breast cancer or any cancer is one big pill to swallow, but Libby's Legacy was there, they were with me from beginning to recovery! Libby's Legacy saved my life! I am and will forever be grateful for what Libby's Legacy has done for, not just me, but our community. Thank you so much, to Libby's Legacy Breast Cancer Foundation and each and every one of their donors that make their work possible, from the bottom of my heart, thank you!

My words of advice for someone newly diagnosed are to STAY POSITIVE and have FAITH!

~ Alina, Age 31, Kissimmee, Florida, Survivor

FINANCIALS

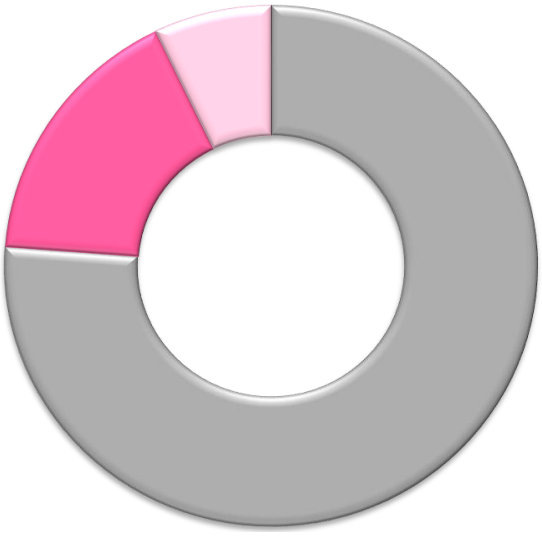
Libby's Legacy continued to diversify revenue from different sources thereby enabling us to grow in spite of challenges that plagued most nonprofits in Central Florida. We were able to keep our administrative expenses low and we continue to be A+ rated among charity reviewers.



REVENUE

- Fundraising
- 3rd Party Events
- Corporate Donations
- Grants
- Donated Securities

0.87-0.91¢ of every dollar goes to our programs



EXPENSES

- Programs
- Fundraising
- Operations

2019 COMMUNITY PARTNERS

2019 PINK RIBBON GARDEN WELLNESS PARTNERS

Pink Ribbon GARDEN PROJECT

Co-Founded By

MELISSA ETHERIDGE

SEFCU
Changing lives every day.

ORLANDO HEALTH®

ALBANY MED

VITAS® Healthcare SINCE 1980

MVP® HEALTH CARE

ORLANDO CITY FOUNDATION

TOBIN & DUNSHEE LLP

GFox Properties

CITY OF ORLANDO

Christmas Land
Bringing Back the Spirit of Christmas

LOWE'S

Libby's Legacy Breast Cancer Foundation

2019 COMMUNITY FUNDRAISING PARTNERS

CENOTÉ Day Spa

The Walt Disney Company

SAK comedy lab

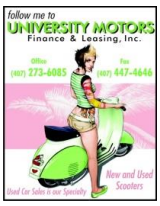
Orlando Pride

FOE #4273

Punky's Bar & Grill

Tito's Handmade Vodka Austin Texas

Universal's Cabana Bay Beach Resort



LIVE NATION

lamb of god

American Legion Post 286 Pine Hills

Turner Construction Company

MBGC
MEL'S BAD GIRLS CLUB
Charitable Organization

FACEMYER
AIR CONDITIONING & HEATING
Exceeding Your Expectations With Comfort

Hard Rock CAFE

Metes & Bounds TITLE COMPANY

The Florida Bar Young Lawyers Division

TIPSY Salonbar

Parliament House ORLANDO

IBM

2019 Special Thanks

- Fairways Women's Golf Association
- Winter Park Youth Sports Inc
- Premier Couples Superstore
- Lake Mary High School
- Make Sense Foundation
- Universal Orlando Foundation
- Graffiti Junktion-Thornton Park
- Academy of Cosmetology
- Orlando Airport Fire Department
- Wendy Rose, Artist
- Alex Melo, Photography
- Wendy Rose & Carlos Colley Wedding
- Enterprise Holdings Foundation
- Donna Sherry's Pink Party
- Wayne Automatic Fire Sprinklers
- Groveland Fire Department
- Stephanie Peel & Heather Moy
- Fifth Generation
- Robert Jureit
- Claude Smoak
- Sweetwater Golf
- City of Sanford
- Ellen Newbouer



2019 DONORS

In-Kind
UF Cancer Center
Women's Center for Radiology
Cregan & Company
Turner Construction
Lowe's

$100,000+
Melissa Etheridge
Cruise, Artists & *Sixthman, LTD*

$40,000 - $99,999
Trulieve
National Women's Soccer League
Claude Smoak

$10,000 - $39,999
American Textile Recycling Service
Array Day, LLC
AutoNation
MVP Health Care
Orange County Grant
Cregan & Company
Lamb of God

$5,000 - $9,999
American Legion Post #286
Facemyer Air Conditioning & Heating
Fraternal Order of Eagles Aerie
Fairways Women's Golf Association
The MakeSense Foundation
Sweetwater Women's Golf Association
The Plantation at Leesburg Women's Association
Commissioner Patty Sheehan Campaign
Punky's Bar & Grill
Daniel Bain & Ken

$3,000 - $4,999
AnnaMaria Mendoza
Bernadette Searcy
Enterprise Holdings Foundation
Frank Cverna
Harvest Enterprises
John Cunningham
Holly Mitchell
Jeffrey Kaplan
Joy Cottle
Lori Guevara
Meredith A. Oislander
Teri Slusarek
Victoria Scott

$1,000 - $2,999
Albany Medical Center
Bessemer Trust Company
Cenote Day Spa
Emily Fortunato
Live Nation Worldwide Inc
Loews Hotels & Co, Cabana Bay
Sabatino Andreoni
Suzanne Donnini
The Walt Disney Company Foundation
Tipsy Salonbar of Winter Park
Helena & Michele Matos
Broussard Cullen & Blastic PA
Code 4 Public Safety Emblems *on behalf of the Sanford Police*
Cutting Edge Publishing
Donna Dowless
Flight Safety International Orlando Learning Center
Hard Rock Café, Orlando
IBM
Jodi Bakshas
John Williamson
Jude & Kellie Blackburn
Lisa Cochran
Main Street Leasing Company
Metes & Bounds Title Company
Nashville Lawn & Garden Foundation
Philip S. Harper Foundation
Robin Rawls
Sally Blundon
Sawmill Campground
Sports Association for Youth
Spouses with Houses Realty
State Employees Federal Credit Union
Suzanne Lachman
Suzanne Peck
The Salon Professionals Academy
Turner Construction
Wayne Automatic Fire Sprinklers, Inc

$500 -$999
Athena Sanchez
Carlos Colley
City of Sanford
Foley & Lardner LLP
G2 International LLC
Italian American Club
Janis Beck
Jenkins Nissan of Leesburg
Kimberly Besuden, D.C., P.A.
Lamoureux
Lauren Cameron
Marianne Taylor
Newberry's Refrigeration
Seminole County Sheriff's Office Community Foundation, Inc.
Sheryl Heitker
Silzer Law
Single Sports Social Women's Club
Stephanie Leung
Stephanie, Stein
Susan West
Thrift City, Inc.



Libby's Legacy Breast Cancer Foundation

A special heartfelt thank you to each of you that chose to create a Facebook fundraiser for Libby's Legacy in 2019! You've raised over $20,000, helping us save and change lives.

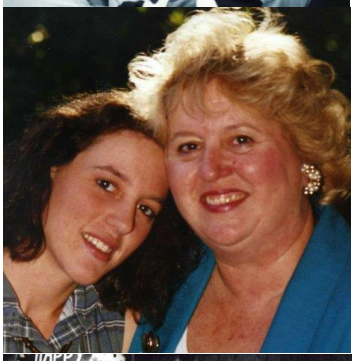
Alexandra Solero's Birthday Fundraiser
Alexis Hebert Fundraiser
Angie Wormy Fundraiser
Charlene Verville's, LMT Birthday Fundraiser
Groveland Police Department Fundraiser
Christian Perkins Tutu Fundraiser
Ciao Bella's Birthday Fundraiser
Danielle Ivey's Birthday Fundraiser
Dena Arapakis Crowder's Fundraiser
Dolly Vargas' Birthday Fundraiser
Donna Christ DiFonzo's Birthday Fundraiser
Donna Foley's Birthday Fundraiser
Boss Babes in Real Estate Fundraiser
Heather Stacy Howard's Birthday Fundraiser
Jeanette Bokland After House Party Fundraiser
Jeff Hull's Fundraiser
Reedy Creek Firefighters Fundraiser
JimCarrie Vasil's Birthday Fundraiser
Joe Broen's Birthday Fundraiser
John Michael Cunningham Pie in the Face Fundraiser
John Michael Cunningham Paint a Pumpkin Pink Fundraiser
Kim Lovering Birthday Fundraiser
Kim Newberry Patton Treasure Your Chest Fundraiser
Krystal Booth's Fundraiser in Honor of Aunt Judy
Melissa Crispo's Birthday Fundraiser
Judy McCarthy Tribute Post
Mount Dora Parade Post
Robin Maynard-Harris' 50th Birthday Fundraiser
Lisa Hostetler Schoppe's Birthday Fundraiser
Marlo Rodriguez's Birthday Fundraiser
Michelle Hamrick Baker's Birthday Fundraiser
Michelle Sabrina Ricks Giblin's Birthday Fundraiser
Misty Lynn Helgeson's Pie in the Face Fundraiser
Patrice Michelle Mack's Birthday Fundraiser
Red Jaymond's Birthday Fundraiser
Rhonda Johns' Birthday Fundraiser
Rhonda Touchet Richard's Birthday Fundraiser
SAK Comedy Club Fundraiser
Patrice Michelle Mack's Birthday Fundraiser
Red Jaymond's Birthday Fundraiser
Rhonda Johns' Birthday Fundraiser
Rhonda Touchet Richard's Birthday Fundraiser
SAK Comedy Club Fundraiser
Sam Vozey's Birthday Fundraiser
Sharlie & Catherine Reynold's Anniversary Fundraiser
Sherry Adam's Birthday Fundraiser
Stefanie Steele McQuade's Birthday Fundraiser
Sylvia Ellis' Birthday Fundraiser
Collective Kindness Candle Fundraiser
Thresa O'Donnell 5-year Cancer Free Fundraiser
TL Dancy's Birthday Fundraiser
Tracy Adams Chavez Treasure Your Chest Fundraiser
Tracy Maynard-Harris' Birthday Fundraiser
Vico BÃez Febo's Birthday Fundraiser
Renae Keene's Birthday Fundraiser
Joe Broen's Birthday Fundraiser
Finn Perkins Birthday Fundraiser
Joy Croskey's Birthday Fundraiser
Kathy Cregan's Birthday Fundraiser
Luke Bradbury's Fundraiser
Michelle Marchetta's Birthday Fundraiser
Giving Tuesday Fundraiser

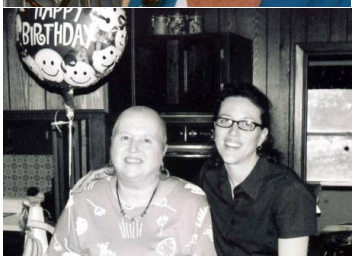
A WORD FROM OUR FOUNDER

I never could have imagined 13 years ago when I founded Libby's Legacy Breast Cancer Foundation, the impact it would have locally and now nationally. I think what I am most proud of is how everyone treats our patients like family. In addition, what I am most grateful for are donors and supporters like you who make this possible. You have believed in our mission, trusted us with our fiduciary duties and walked with us on our journey to ensure no one fights alone. Some of you knew my mom and others get to know her through the work we do. We hope we give you a glimpse of the warm, caring and loving woman that she was each and every day. From the bottom of my heart and in my mother's precious memory, I thank you.

Robin Maynard-Harris, Founder







Since inception, more than 7,000 breast health services have been given and over 180 women and one man have been diagnosed through these lifesaving procedures. LLBCF makes sure that no one ever has to fight alone.

Over the past 12 years, Libby's Legacy has been supported by public contributions, grants and our own fundraising efforts.



In April 2017, we moved into our permanent home within walking distance of UF Health Cancer Center, our premier treatment partner.

TAX ID#: 11-371266 SOLICITATION REGISTRATION #: CH25850: A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE 1-800-435-7352 WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

From:	Gary Tolley
To:	Barnes, Lori; Neibert, Ronald; Brian Papenfuss
Subject:	Information For Upcoming Meeting (Attachments)
Date:	Thursday, August 26, 2021 11:54:46 AM
Attachments:	ATRS ORLA Contract of Service.pdf LL-2019-Annual-Report_Final.pdf
Importance:	High

Hello Lori,

Hope you both are doing well.

After the last meeting I attended, there were some items that city council members asked us to address. As you know, all bins have been removed on August 9th, until permits have been obtained.

Regarding the ATRS / Orla Recycling connection, the document attached shows how we are associated. American Textile Recycling Service is the parent company to Orla Recycling.

The other document is the Annual Report from Libby's Legacy. Probably more information than is needed, but it has everything you should require.

I did investigate the issue that arose after Councilwoman Cobb called the office of Libby's Legacy to inquire about the percentage of Lake County service. Their Executive Director (Tracy Harris) informed us that she was not the one who spoke to Councilwoman Cobb, but she is open to a direct conversation with her. The number is on their literature.

Regarding the business model, here is what my manager had to say:

As per their contract ATRS pays Libby's $0.02/lb for all donated credential no matter what we are currently selling at, or not selling at, as was last year's case. Since a good month is running at $0.05/lb profit we average giving Libby's 40% of our profits. For the first 5 years the market was open we lost money based on operations but still paid out the NPO partner their contracted amount.

Thank you in advance for forwarding this information to the council members prior to the next meeting that will address these issues.

If you have any questions, please call me at 321-663-3709.

Gary Tolley
CRA ATRS
ATRSCorp.com

From: Barnes, Lori
To: Montez, Mary
Subject: FW: Donation Bins Have Been Removed
Date: Monday, August 16, 2021 9:58:27 AM

From: Gary Tolley <gtolley@atrsonline.com>
Sent: Thursday, August 12, 2021 10:33 AM
To: Barnes, Lori <BarnesL@ci.eustis.fl.us>; Neibert, Ronald <NeibertR@ci.eustis.fl.us>; Brian Papenfuss <Brianp@atrsonline.com>
Subject: Donation Bins Have Been Removed

Good morning,

Yesterday (8/11) we removed all ATRS bins from the city until such time they get the proper permits.

Could you please advise the city council members that this has been done?

Thank You,

Gary Tolley

CRA ATRS

ATRSCorp.com

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: AUGUST 5, 2021

RE: RESOLUTION NO. 21-57: ORLA RECYCLED CLOTHING, INC. – TEXTILE RECYCLING COLLECTION BIN AT SHELL GAS STATION 1905 NORTH HWY 19

Introduction:
Resolution No. 21-57 approves placement of a textile recycling collection bin at 1905 North Hwy 19 pursuant to Ordinance No. 21-07.

Recommended Action:
The City Commission has discretion to approve the placement of the bin should they find the submitted application meets the requirements of Ordinance No. 21-07.

Applicant's Request:
The applicant request approval for a textile recycling collection bin at Shell Gas Station.

Considerations/Analysis :

Ordinance No. 21-07 c. Placement, operation. and maintenance of textile recycling collection bins. Textile recycling collection bins ("bins") shall be governed as follows:

(i) Bins shall be placed only on:

(1) City-owned property with approval by Resolution of the City Commission through a franchise agreement

The location subject to this request is not City-owned property.

or Developed parcels that are (1) approved for non-residential use, including commercial, office, industrial and community services uses,

The location subject to this request is property developed as a convenience store with gas.

(2) are not located within the Central Business District or Community Redevelopment Area,

The location subject to this request is not in the CBD or CRA.

(3) expressly approved in writing from the property owner permitting such use (such written approval shall be produced to the City within two business days of the City's demand),

- ***The City's business tax receipt (BTR) process requires property owner permission for mobile vendors, which textile collection bins most closely resemble compared to permanent business locations.***

- ***The applicant has submitted a BTR application for placement of a bin at 1905 North Hwy 19.***

- ***The applicant has provided an authorization form signed by the Manager of the Shell Gas Station (Michele Hallock), however, the form provided authorizes American Textile Recycling Services to the place the bin on the property, and the BTR application lists a different business name: Orla Recycled Clothing, Inc.***

- ***In addition to the authorization form signed by the Shell Gas Station manager, an authorized agent form has been provided whereby Michele Hallock has provided her notarized signature stating she is an authorized agent for the property.***

- ***The applicant has indicated (by email) that, "American Textile Recycling Service is the parent company of Orla Recycled Clothing, Inc. Gilbert Regalado is the company CEO and David Paganee is owner and president. Locally, the operation is managed by Brian Papenfuss," but has not provided documentation of the relationship between companies.***

(4) as expressly approved by the City Commission by Resolution and

The applicant is requesting approval of the City Commission.

(5) owned or operated by a business with a valid and active, at all times, City of Eustis business tax receipt.

The applicant has submitted a BTR application for the out of city business and three bin placement locations. Issuance is pending City Commission approval.

(ii) Bins shall be placed in a manner which do not to impair traffic, pedestrian, or emergency service vehicle movement within the site and which does not negatively affect
protected trees or utility services. The placement of textile recycling collection bins shall require site plan approval from the City Commission.

Please see aerial map attached to the resolution showing existing onsite improvements and proposed bin location (Exhibit A). The bin placement does not appear to impede traffic, pedestrian or emergency vehicle movement within the site; neither protected trees nor utility services are at issue.

(iii) Bins shall be no larger than seven (7) feet in any dimension.

The proposed bins are 4.37 feet wide (front/back), 3.83 feet side, and 6.83 feet tall. (See Exhibit B to the resolution).

(iv) Bins shall be placed no less than five hundred (500) feet from any other bin unless located at least two hundred (200) feet from any public street right-of-way and not readily visible from any residential use. In no case shall more than one (1) bin be placed on a
single parcel unless a variance is requested and granted by the City.

Not applicable.

(v) Bins shall not be located within fifty (50) feet of any a public street right-of-way.

The proposed bin location is 54.3-feet from the public right of way. See aerial map with measurement (Exhibit A to the resolution).

(vi) Bins shall be constructed of steel with a rust-resistant coating and weigh at least five hundred (500) pounds empty.

The applicant has represented the bins are of steel construction, powder coated and weigh 700 pounds. (See Exhibit B to the resolution).

(vii) Each bin shall provide the name, address and telephone number of the bin's owner in weather-resistant lettering no smaller than one (1) inch high and provide other information as may be required by Florida Statutes. Bins shall contain no advertising other than as related to the franchised textile recycling collection organization or business.

The proposed bin labelling/signage is shown on Exhibit B. ATRS office with an Orlando address is provided (note BTR application is under Orla Recycled Clothing, Inc. A phone number "call 866-900-9308 for special recycling," is shown on the bin, which number appears to be registered to ATRS. The signage on the bin also represents Libby's Legacy Breast Cancer foundation.

(viii) Bins shall be painted a uniform color, maintained in good appearance, and be emptied no less than once per fourteen (14) days or immediately upon any bin having

textiles not contained in the bin (i.e., on top of the bin, on the ground near the bin or placed
on something near the bin rather than contained in the bin).

All of the applicants proposed bins are orange. Conditions requiring maintenance in good appearance and frequency of service are contained in the draft resolution.

(ix) The franchisee or property owner shall be responsible for ensuring that the area within twenty (20) feet of any bin shall be kept free of trash, debris, discarded items or abandoned textiles not in the bin.

Conditions requiring ensuring the area is kept free of trash, etc. are contained in the draft resolution.

(x) No more than four (4) bins are permitted within the City limits unless the City Commission expressly approves more than four (4) bins.

The applicant has requested approval of three (3) bins; no other applications for bins have been received to date.

Community Input
The community will have an opportunity for input at the August 5, 2021 City Commission meeting.

Budget / Staff Impact:
There is no staff impact associated with item beyond regular review time. The business and each bin location will be subject to an annual business tax of $80.

Alternatives:
1. Approve Resolution No. 21-57
2. Deny Resolution No. 21-57

Discussion of Alternatives:
1. Alternative 1 approves the resolution.
   Advantages:
   - The applicant could move forward with its proposed textile recycling bin which the applicant states may benefit a not-for-profit company.

   Disadvantages:
   - The proposed bin location and application may not be consistent with the Commission's intent.

2. Alternative 2 denies the resolution.
   Advantages:
   - The Commission could request additional information or revisions to the proposed plan.

   Disadvantages:
   - The denial could result in litigation.

Prepared By: Lori Barnes, AICP, Development Services Director

Attachments:
- Resolution No. 21-57 with Exhibit A & B
- Business Tax Receipt Application

City of Eustis
Business Tax Receipt Application
4 North Grove Street
Eustis, FL 32726
Phone: (352) 483-5460

Office Use Only	AK #	
Date	7/19/21	By
Customer #		
BTR #		
BTR Code		
Invoice #1		$
Balance	Tax FIF	$
Invoice #2		$

Business Information ☐ **Home-Based Business? (See Pages 3-4 for restrictions)**

Business Name (DBA)
Orla Recycled Clothing, Inc. / DBA American Textile Recycling Service

Business Address (Physical Location) including suite number if applicable
Shell Gas Station, 1905 N SR 19, Eustis, FL 32726

Mailing Address (if different from physical location)	City	State	Zip Code
3430 N Orange Blossom Trail,	Orlando,	FL	32804

Business Telephone Number	Business Fax Number
407-615-9688	
Email Address	Previous Business Location (if applicable)
brianp@atrsonline.com	

Ownership Information (Corporation/Corporate Officers/Individuals/Partners)

Business Owner Name (Corporation Name or Sole Proprietor)
David Paganee

Federal Employer Identification Number (FEIN)	State License Number
81-1622482	SS43226

Corporate Officer or Individual - First Name	Middle Initial	Last Name	Suffix (Jr, Sr, III)
Brian		Papenfuss	

Title	Social Security Number	Birth Date
Market Manager	297-68-7963	09/25/1975

Driver's License Number	DL State	DL Expiration Date
P151-061-75-345-0	Florida	09/25/2021

Residence Address	City	State	Zip Code	Residence Phone Number
1605 The Oaks Blvd,	Kissimmee,	FL	34746	407-615-9688

Corporate Officer or Individual - First Name	Middle Initial	Last Name	Suffix (Jr, Sr, III)

Title	Social Security Number	Birth Date

Driver's License Number	DL State	DL Expiration Date

Residence Address	City	State	Zip Code	Residence Phone Number

Office Use Only

Planning		Building		Fire		Copy to PD	

Business Activity (Detailed Description is Mandatory)		
Describe Primary Business Activity in Detail Professional solicitor of clothes and shoes (Bin Operator) for Libby's Legacy Breast Cancer Foundation. We place bins in communities, which are sponsored by local business to collect donations of such items.		
Describe Additional Business Activity in Detail		
Number of Game Machines, Trade Machines (i.e. washer/dryer) and/or Vending Machines		No. of Employees
Date Business will Begin at this Location	Alcoholic Beverages ☐ Sold ☐ Served	State Alcoholic Bev. License #
Name of Business Previously Occupying this Location		Type of Business Previously Occupying this Location

BUSINESS TAX RECEIPT REQUIREMENTS (Excerpts from Chapter 86, Eustis Code of Ordinances)

(a) No person shall engage in any business, profession, occupation, trade, or industry within the City without first having procured a BTR from the Finance Director, or designee, except that Special Events need only meet the requirements Article IV., Chapter 18 of the City of Eustis Code of Ordinances.

(b) Any sign, advertisement, building occupancy of non-residential property, directory listing or activity, including storage of equipment, indicating that a business, calling, profession or occupation is operating at a location within the City shall be prima facie evidence that the person is liable for a BTR. Any sign, advertisement, directory listing of activity, storage of commercial equipment indicating a home occupation is operating at a residential location within the City shall be prima facie evidence that the person is liable for a BTR.

(c) All City-franchised operations shall be required to maintain a BTR even if the office is not located within the City limits.

(d) Businesses/organizations/persons providing evidence of exemption in accordance with Chapter 205 of the Florida Statutes shall not be subject to the business tax as outlined in Section 86- 233. However, they shall be subject to the requirements of Section 86-223, including application filing, application fee, approval of business location and building permit and/or life safety inspections and associated fees as applicable. One of the following must be submitted to support a request for an exempt status: a) A copy of the letter from the Internal Revenue Service, which specifies the exempt status of the organization; b) A copy of the nonprofit charter certificate issued by the state; c) A copy of the state sales tax exemption certificate; d) Certification by reputable physician that the applicant is disabled; e) Proof that applicant is 65 years of age or older; f) Proof of widowhood and existence of minor dependents; g) Proof of veteran 's status or widow/widower of veteran status, such as a certificate of honorable discharge

Each BTR shall be issued for, and apply to, only one place of business within the City. If a person operates a business at more than one location, a separate receipt shall be required for each business location. Any person operating two or more unrelated businesses at a single location shall be required to have a separate BTR for each individual business. **The application fee for each BTR is $10.00 paid at time of application. The business tax is additional, based on the business type. A fire inspection fee of $25.00 applies to all non-residential locations (may apply to home business-fire inspector discretion).**

Home Occupations: A BTR shall not be issued until the Development Services Director, or designee, approves the business type proposed as a home occupation. Home Occupation BTRs shall not be issued for businesses that are not permitted by Section 109-4.2(g)(8) of the City of Eustis Land Development Regulations. The applicant must acknowledge and provide his/her signature on an agreement to comply with the special conditions for home occupations contained in Section 109-4.2(g) of the City of Eustis Land Development Regulations. If the proposed home occupation involves potentially combustible or harmful materials, an inspection and approval by the Fire Department may be required ($25.00 inspection fee applies).

All Other Businesses, Occupations, and Professions: A BTR shall not be issued for any business until the Development Services Director, or designee, has approved the business type in the location thereof and verified compliance with the City of Eustis Land Development Regulations. The Eustis Fire Department must inspect and approve each proposed business location/site for life safety compliance prior to issuance of a BTR. Payment of the $25.00 fire inspection fee is required prior to issuance of the BTR. A BTR shall not be issued for any business location/site until final inspections on any outstanding or required building permits are performed and approved by the Building Official, or designee.

Display Business Tax Receipt: It shall be the duty of all persons carrying on any business, profession, or occupation to keep

their Business Tax Receipts required by this article conspicuously displayed in their respective places of business. If the business is of a mobile nature, the tax receipt should be kept on their person.

REQUIRED REVIEWS & INSPECTIONS

The City performs inspections and reviews to ensure that you, your staff, and your customers will have and continue to have a safe environment in which to conduct business. The inspection process includes the following:

Development Services **(352) 483-5460** **4 N. Grove Street, Eustis FL 32726**

Applicants submit applications for new and relocating businesses to Development Services. This department reviews the location to ensure the proposed business activity is permitted in the land use district assigned to the physical business location, parking availability, and accessibility to roads. A conditional use permit, including City Commission approval, may be required depending on the business activity or land use designation of the property. A home business is a conditional use and must meet specific criteria (See Page 4) in order to receive administrative approval.

Building Department **(352) 483-5462** **111 E. Orange Avenue, Eustis FL 32726**

The Building Department reviews applications based on the type of business and the construction type of the proposed location. Building Department staff may require an inspection to ensure compliance with the Florida Building Code. Indicating the type of business that previously occupied the location (on Page 2) may help expedite the review process.

Will improvements or remodeling be completed at this location? (check all that apply): ☐ Mechanical ☐ Plumbing ☐ Electrical

☐ Demolition ☐ Non-Structural Walls ☐ Structural Walls ☐ Remodeling or Other _____

Fire Department **(352) 357-6585** **100 W. Norton Avenue, Eustis FL 32726**

The Fire Department must inspect and approve each proposed business location/site for life safety compliance prior to issuance of a Business Tax Receipt. Payment of the fire inspection fee of $25 (and re-inspection fees, if necessary) is payable at the time of BTR issuance. Businesses that are exempt from the business tax are still required to have the life/safety inspection prior to opening. Home occupations generally do not require inspection; however, the Fire Department reserves the right to require an inspection if the business type, storage of materials, etc. warrants.

It is your responsibility to schedule the fire inspection before your business opens. The business establishment must be set-up like it is ready to open for the inspection to be completed. Information regarding the inspection can be found on the Pre-Inspection Checklist at http://www.eustis.org/forms/fire_preinspection.pdf

Police Department **(352) 483-5400** **51 E. Norton Avenue, Eustis FL 32726**

The Police Department requires emergency contact information and alarm system information (if applicable), which the applicant provides on Page 5 of this application form.

Please Note: City Code Sec. 78-57 requires all occupants or owners of improved real property in the City to have solid waste collection and disposal services as provided by the City through its designated franchise. Owners/occupants of commercial property must contact Waste Management (352) 787-4416 directly to obtain solid waste collection and disposal information and services.

HOME OCCUPATION REGULATIONS

The City permits Home Occupations in residential districts under certain conditions. All Home Occupations must be in accordance with Chapter 109, Eustis Land Development Regulations, as follows:

A Home Occupation: Is clearly incidental and subordinate to the use of the dwelling unit as a residence; is conducted only by members of the family residing in the dwelling unit and entirely within the principal structure; does not offer products for sale from the premises; does not alter or change the residential character or exterior appearance of the dwelling unit and no evidence of the use is visible or audible from the exterior of the residential property; does not generate traffic in excess of that customary at residences and where no commercial vehicles are kept on the premises or parked overnight on the premises unless otherwise permitted by these regulations.

1) The use of the residence for a home occupation shall be clearly incidental and subordinate to its use as a residential structure by the occupants and shall under no circumstances change the residential character of the structure.

2) There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of such home occupation, other than one sign not exceeding one square foot in area, non-illuminated, mounted flat against the wall of the principal structure, at a position no more than two feet from the main entrance of the residence.

3) No home occupation shall occupy more than 35 percent of the total floor area of the dwelling unit.

4) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood.

5) No equipment, tools, or process shall be used in such a home occupation that creates interference with neighboring properties due to noise, vibration, glare, fumes, odors, or electrical interference.

6) Fabrication of articles commonly classified under the terms arts and handicrafts shall be deemed a home occupation provided no retail sales are made at the home.

7) Outdoor storage of materials and/or equipment shall not be permitted.

8) The following shall not be considered home occupations: Beauty shops, barber shops, studio for group instruction, public dining facility or tea room, photographic studio, fortune telling or similar activity which would rely on impulse buying, outdoor repair, food processing, retail sales, nursery school, or kindergarten.

9) The giving of individual instruction to one person at a time, such as an art or music teacher, shall be deemed a home occupation; individual instruction as a home occupation for those activities listed in paragraph 8 shall be prohibited.

10) A home occupation shall be subject to all applicable city/county occupational licensing requirements, fees, and other business taxes.

Other: Section 115-5(c)(16) Off Street Parking and Loading: Work and other trailers, both open and enclosed, including but not limited to lawn care and U-Haul types, etc., shall be parked behind the street building setback line.

I, _____the applicant/owner of this Home Occupation BTR, acknowledge the above home business restrictions and will comply.

Signature: _____ Date:_____

I understand that submitting this application does not allow me to operate or engage in any business within the City of Eustis until the Finance Director, or designee, issues a Business Tax Receipt. I further understand that anyone who operates a business without having obtained a Business Tax Receipt shall be subject to a penalty of 25% of the tax due plus a surcharge of $100. This shall be in addition to any court costs, attorney fees, etc. and general penalties per the Florida Statutes and Sec. 1-14 and Chapter 2, Article III of the Eustis Code of Ordinances. (Sec. 86-227).

I acknowledge that the issuance of a Business Tax Receipt is contingent upon compliance with all ordinances, regulations, and provisions of the City of Eustis. Should any structure or conditions be found in conflict with the building codes and fire safety requirements, that department shall set forth its objections and requirements for corrections. It is then my responsibility to correct the deficiency and request a re-inspection within 20 days. The City of Eustis will not issue the Business Tax Receipt until those corrections are made in compliance of all City codes and all applicable fees are paid.

I certify that all information contained herein is true and correct to the best of my knowledge and belief. I understand that I must comply with all City of Eustis codes; failure to correct any conditions in violation is punishable under the code.

Signature: Brian A. Papenfuss

Print Name: Brian Papenfuss

Witness Signature: G Tolley

Print Witness Name: Gary Tolley

Date: 7/23/21

Emergency Contact Information on Page 5 is required by Law as stated in the City of Eustis Code of Ordinances, Chapter 26, Section 26-29

City of Eustis – Confidential Form
Emergency Contact Business or Residence Alarm Information for Police & Fire Departments

Business Owner Name (Corporation Name or Sole Proprietor) ATRS/Orla Recycling					
Business Address (Physical Location) including suite number if applicable Shell Gas Station, 1905 N SR 19, Eustis, FL 32726			Business Telephone Number		
Mailing Address (if different from physical location) 3430 N Orange Blossom Trail, Orlando, FL 32804	City		State	Zip Code	
Owner (Corporate Officer or Individual)			Telephone Number		

Types of Alarm(s) (Check All that Apply)

Fire	Yes	No	**Burglar**	Yes	No
☐ Smoke Detectors	☐ Manual Pull Stations	☐ Lockbox		☐ Local Only	☐ Monitored
☐ Kitchen Hood System	☐ Standpipe System	☐ Heat Detectors			
☐ Sprinkler System	Other:				

Annunciator Panel Location	
Burglar/Fire Alarm Panel Location	
Fire Alarm Co.	Burglar Alarm Co.
Address	Address
Phone Number	Phone Number
Monitoring Company/Local Only	Monitoring Company/Local Only
Phone Number	Phone Number

Additional Information or Comments

The authorization listed below only recognizes the ATRS donation bin on the premises and not the building or other structures on the property.

Person(s) on Call with Authority to Enter Premises - LIST AT LEAST 2 CONTACT PERSONS

Name	Telephone Number
Brian Papenfuss	407-615-9688
Gary Tolley	321-663-3709

Signature of Business Owner/Applicant Brian A. Papenfuss Date 7/19/21

AMERICAN TEXTILE RECYCLING SERVICE

Property
Authorized Agent Form

I, Michele Hallock, am an Authorized Agent for the property at 1905 N Hwy 19, Eustis, FL

As such, I give permission to ORLA Recycling Service and their parent company, American Textile Recycling Service permission to place a clothing and shoe donation bin on this property.

Print Name: Michele Hallock

Sign Name: Michele Hallock

State of Florida

County of Lake

The foregoing instrument was acknowledged before me this 19th day of July, 2021

by Michele Hallock

who is personally known to me or who has produced,

FL Drivers Lic.

as identification.

Signature of Notary Public

Gary Tolley

Name of Notary, Typed, Printed or Stamped

Notary Public State of Florida
Gary O Tolley
My Commission GG 288532
Expires 01/03/2023

Notary Public – State of Florida

Place Notary Seal Stamp Above

American Textile Recycling Service

Neighborhood Donation Bins

Proudly supporting: Libby's Legacy Breast Cancer Foundation™

A Registered 501(c)(3) Non-Profit Organization

866-900-9308 • www.atrscorp.com • facebook.com/atrscorp • @atrsrecycling

OUR COMMITMENT TO SITE HOSTS

As a Donation Bin Site Host, you authorize ATRS to place a Clothing and Shoe Donation Bin at a mutually agreeable location on the below named property. ATRS will regularly collect the donated used clothing and various household items to be processed and recycled in the ordinary course of its business. Libby's Legacy has partnered with ATRS and as per its contract receives100% of the market value of every pound collected. To learn more about Libby's Legacy, and ATRS please visit http://atrscorp.com/contact/

Our Promise To You:

- ✓ Service Donation Bins as often as necessary to prevent overflow.
- ✓ Maintain Bins in satisfactory condition both structurally and in appearance.
- ✓ Keep area clean from all debris within a minimum of ten (10) feet of the Bin.
- ✓ Be responsible for obtaining any City permits, if required, at ATRS expense.
- ✓ Maintain $1,000,000 of liability insurance for this location.
- ✓ Respond to questions from you and the public through the ATRS 24-Hr Hotline posted on every bin.
- ✓ Respond promptly to any concerns within 24 hours.
- ✓ Advise Authorized Agent of any Unauthorized Bin Placement on property.
- ✓ Market and promote your destination.

Thanks for your support in allowing the placement of this donation bin. In the event you change your mind for any reason it will be removed within 72 hours from your authorization.

1905 N SR 19, EUSTIS, FL 32726
Bin Location

SHELL GAS
Business

Michele Hallock Manager
Authorized Agent Name Title

Haldons@hotmail.com
Email

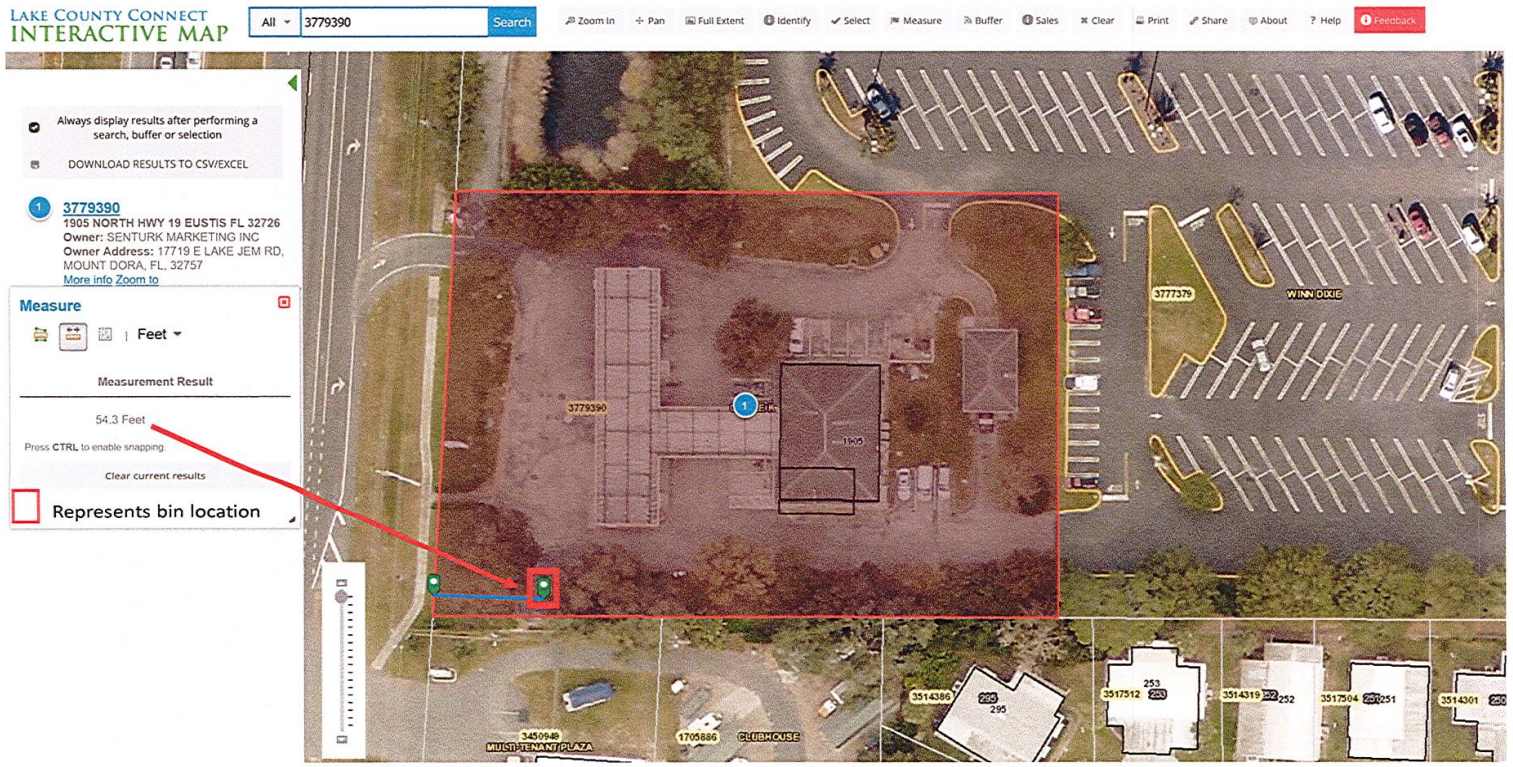
Michele Hallock 7/1/21
Authorized Agent Signature Date

GARY TOLLEY
Community Relations Advocate Name
American Textile Recycling Service

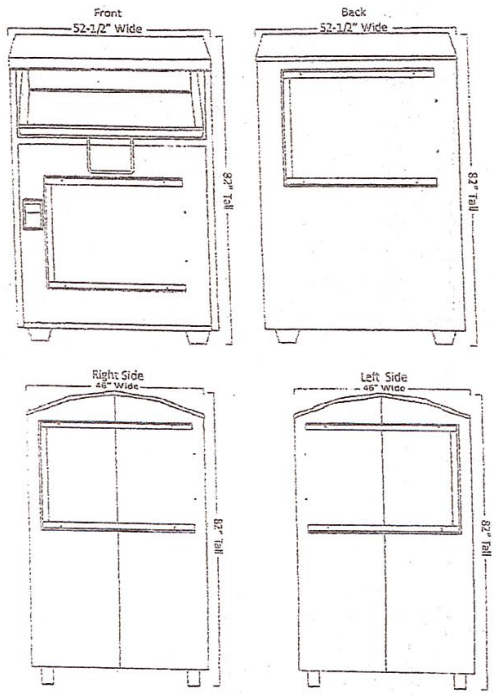
Community Relations Advocate Signature

01 JULY 21
Date

Shell Gas
1905 N Hwy 19, Eustis

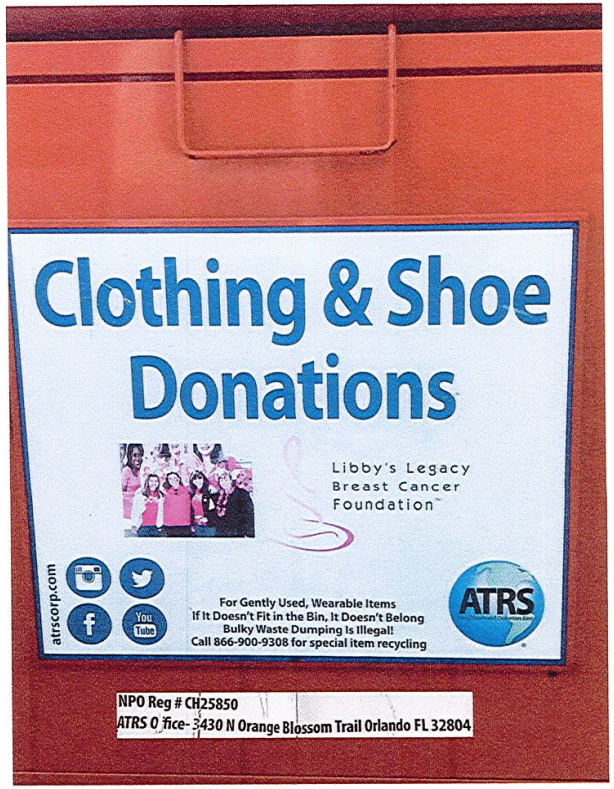


ATRS Bin Dimensions



ATRS Bin

Steel Construction, Powder Coated, 700lbs



4) No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood.

5) No equipment, tools, or process shall be used in such a home occupation that creates interference with neighboring properties due to noise, vibration, glare, fumes, odors, or electrical interference.

6) Fabrication of articles commonly classified under the terms arts and handicrafts shall be deemed a home occupation provided no retail sales are made at the home.

7) Outdoor storage of materials and/or equipment shall not be permitted.

8) The following shall not be considered home occupations: Beauty shops, barber shops, studio for group instruction, public dining facility or tea room, photographic studio, fortune telling or similar activity which would rely on impulse buying, outdoor repair, food processing, retail sales, nursery school, or kindergarten.

9) The giving of individual instruction to one person at a time, such as an art or music teacher, shall be deemed a home occupation; individual instruction as a home occupation for those activities listed in paragraph 8 shall be prohibited.

10) A home occupation shall be subject to all applicable city/county occupational licensing requirements, fees, and other business taxes.

Other: Section 115-5(c)(16) Off Street Parking and Loading: Work and other trailers, both open and enclosed, including but not limited to lawn care and U-Haul types, etc., shall be parked behind the street building setback line.

I, _____ the applicant/owner of this Home Occupation BTR, acknowledge the above home business restrictions and will comply.

Signature: Brian A. Patzfuss Date: 7/19/21

I understand that submitting this application does not allow me to operate or engage in any business within the City of Eustis until the Finance Director, or designee, issues a Business Tax Receipt. I further understand that anyone who operates a business without having obtained a Business Tax Receipt shall be subject to a penalty of 25% of the tax due plus a surcharge of $100. This shall be in addition to any court costs, attorney fees, etc. and general penalties per the Florida Statutes and Sec. 1-14 and Chapter 2, Article III of the Eustis Code of Ordinances. (Sec. 86-227).

I acknowledge that the issuance of a Business Tax Receipt is contingent upon compliance with all ordinances, regulations, and provisions of the City of Eustis. Should any structure or conditions be found in conflict with the building codes and fire safety requirements, that department shall set forth its objections and requirements for corrections. It is then my responsibility to correct the deficiency and request a re-inspection within 20 days. The City of Eustis will not issue the Business Tax Receipt until those corrections are made in compliance of all City codes and all applicable fees are paid.

I certify that all information contained herein is true and correct to the best of my knowledge and belief. I understand that I must comply with all City of Eustis codes; failure to correct any conditions in violation is punishable under the code.

Signature: _____

Print Name: _____

Witness Signature: _____

Print Witness Name: _____

Date:

Emergency Contact Information on Page 5 is required by Law as stated in the City of Eustis Code of Ordinances, Chapter 26, Section 26-29

City of Eustis – Confidential Form
Emergency Contact Business or Residence Alarm Information for Police & Fire Departments

Business Owner Name (Corporation Name or Sole Proprietor)			
Business Address (Physical Location) including suite number if applicable			Business Telephone Number
Mailing Address (if different from physical location)	City	State	Zip Code
Owner (Corporate Officer or Individual)			Telephone Number

Types of Alarm(s) (Check All that Apply)

Fire	Yes	No	Burglar	Yes	No
☐ Smoke Detectors	☐ Manual Pull Stations	☐ Lockbox		☐ Local Only	☐ Monitored
☐ Kitchen Hood System	☐ Standpipe System	☐ Heat Detectors			
☐ Sprinkler System	Other:				

Annunciator Panel Location	
Burglar/Fire Alarm Panel Location	
Fire Alarm Co.	Burglar Alarm Co.
Address	Address
Phone Number	Phone Number
Monitoring Company/Local Only	Monitoring Company/Local Only
Phone Number	Phone Number

Additional Information or Comments

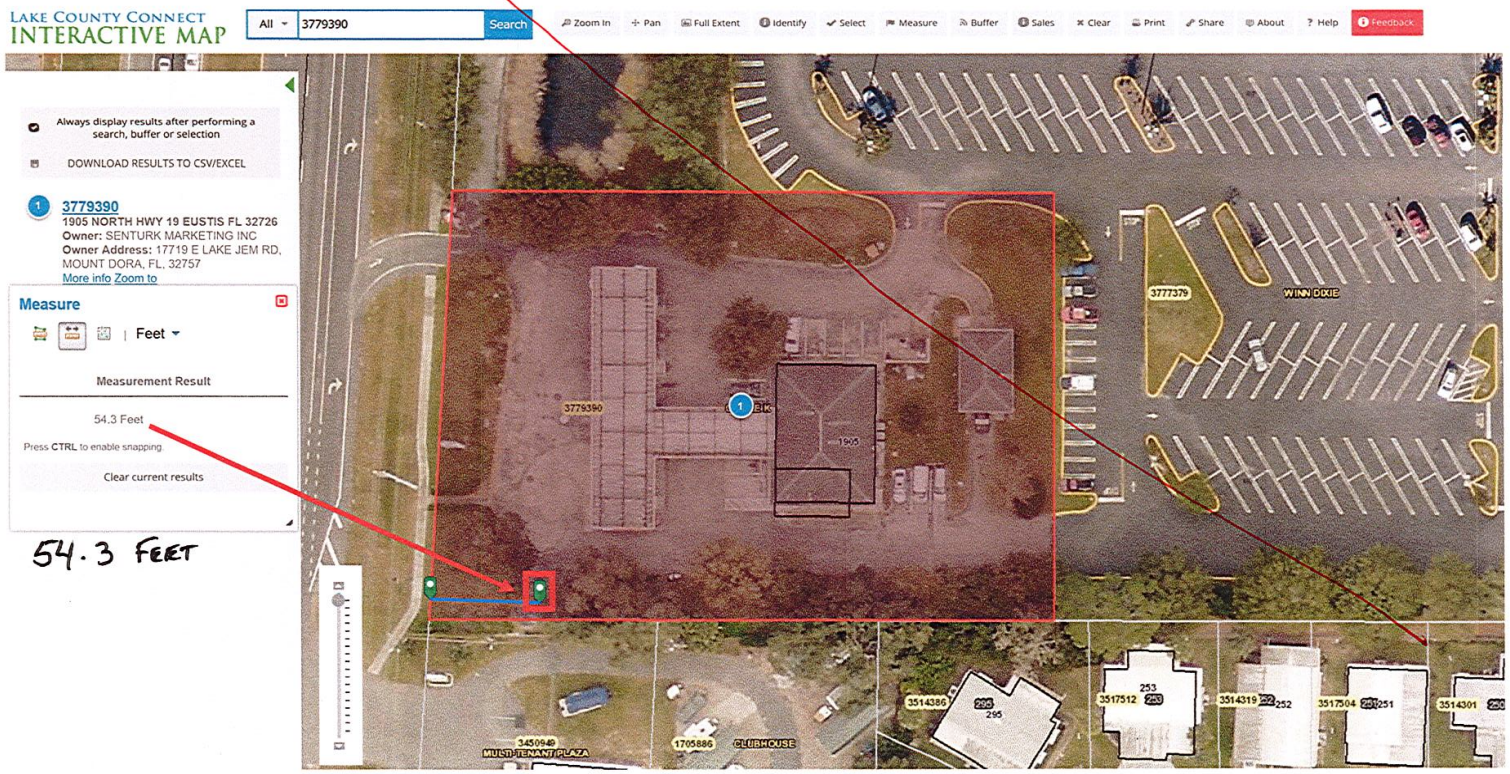
The authorization listed below only recognizes the ATRS donation bin on the premises and not the building or other structures on the property.

Person(s) on Call with Authority to Enter Premises - LIST AT LEAST 2 CONTACT PERSONS

Name	Telephone Number
Brian Papenfuss	407-615-9688
Gary Tolley	321-663-3709

Signature of Business Owner/Applicant Brian A. Papenfuss Date 7/19/21

Shell Gas
1905 N Hwy 19, Eustis



RESOLUTION NUMBER 21-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING PLACEMENT OF A TEXTILE RECYCLING COLLECTION BIN AT 1905 NORTH HWY 19 PURSUANT TO ORDINANCE NUMBER 21-07; PROVIDING FOR CONDITIONS OF APPROVAL.

WHEREAS, Orla Recycled Clothing, Inc./American Textile Recycling Service has made an application for textile recycling collection bin on approximately 1.43 acres located at 1905 North Hwy 19, as shown on Exhibit A, property more particularly described as:

Alt. Key: 3779390

Parcel Id Number: 35-18-26-0003-000-06300

FROM SE COR OF SW 1/4 RUN N 89DEG 56MIN 17SEC W 1057.98 FT FOR POB, CONT N 89DEG 56MIN 17SEC W 304.67 FT TO E'LY R/W OF SR 19, N 03DEG 35MIN 54SEC E 205.39 FT, S 89DEG 56MIN 17SEC E 292 FT, S 00DEG 03MIN 43SEC W 205 FT TO POB ORB 4113 PG 1150

WHEREAS, the property has a Land Use Designation of Mixed Commercial/Residential and a Design District Designation of Suburban Corridor; and

WHEREAS, the property is developed for commercial use as a convenience store with gas; and

WHEREAS, the proposed bin location meets the locational criteria per Ordinance Number 21-07; and

WHEREAS, the City Commission finds the proposed textile recycling bin as demonstrated by the provided Business Tax Receipt application and submittals, including Exhibit A and B, is consistent with Ordinance Number 21-07.

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

Section 1: That the textile recycling collection bin on property at 1905 North Hwy 19 in the location shown on the attached Exhibit A and B is hereby approved.

Section 2: That the textile recycling collection bin approval shall be subject to the Orla Recycled Clothing, Inc./American Textile Recycling Service complying with the following conditions:

A. Bins shall be maintained in good appearance, and be emptied no less than once per fourteen (14) days or immediately upon any bin having textiles not contained in the bin (i.e., on top of the bin, on the ground near the bin or placed on something near the bin rather than contained in the bin).

B. The area within twenty (20) feet of any bin shall be kept free of trash, debris, discarded items or abandoned textiles not in the bin.

C. A valid Eustis Business tax receipt shall be maintained at all times, and

D. All other conditions set forth in Ordinance 21-07.

DONE AND RESOLVED this 5th day of August 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 physical presence, this 5th day of August, 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 21-57 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

Shell Gas
1905 N Hwy 19, Eustis

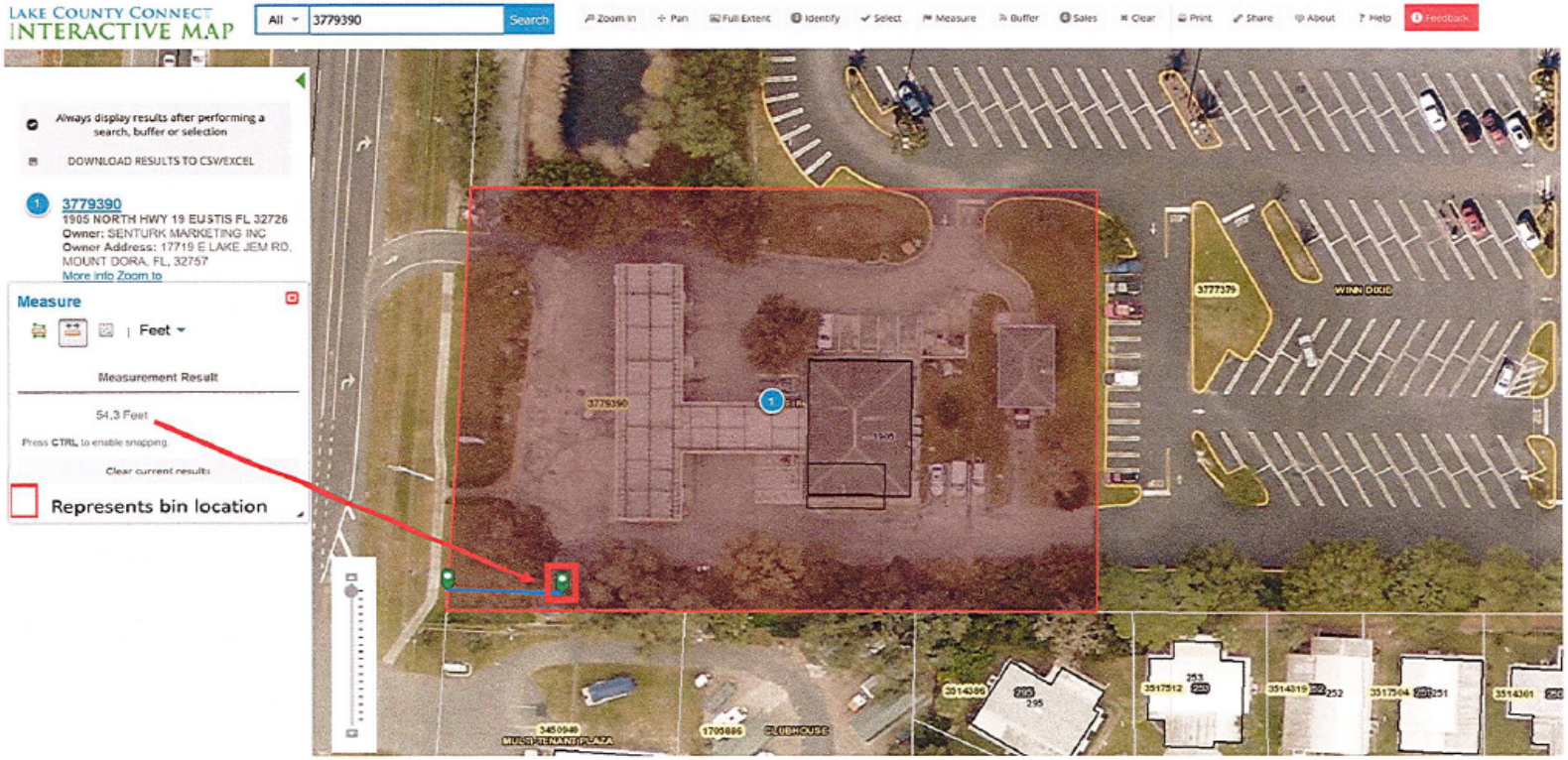
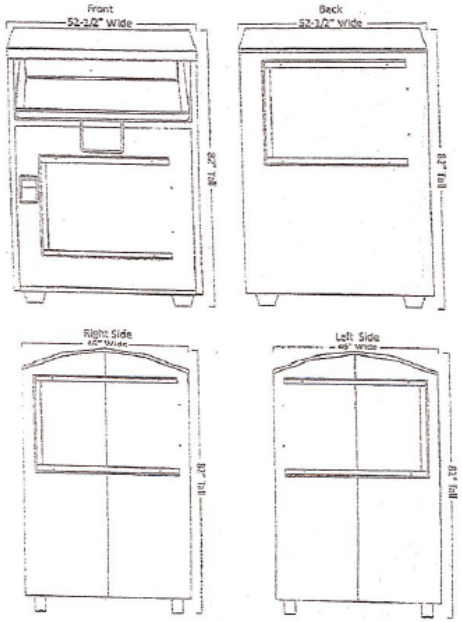


Exhibit B

ATRS Bin Dimensions



ATRS Bin

Steel Construction, Powder Coated, 700lbs



ORDINANCE NUMBER 21-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; AMENDING CHAPTER 34, ARTICLE II, BY ADDING THE REGULATION OF TEXTILE RECYCLING COLLECTION BINS (CLOTHING DONATION BINS) TO THE CODE OF ORDINANCES; REPEALING ALL PRIOR EUSTIS ORDINANCES INCONSISTENT HEREWITH; AND PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Eustis City Commission strives to provide appropriate legislation to protect the quality of life for the residents of Eustis; and

WHEREAS, the Eustis City Commission has determined there is a necessity in the City of Eustis and it will promote the general health, safety, and welfare of the City of Eustis to establish regulations of clothing bins within the City of Eustis.

WHEREAS, the following sections will be included in the Code of Ordinances, Chapter 34, Article II.

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

SECTION I. Purpose, Intent and Findings. Unlike other recyclables, such as bottles, cans and paper, clothing, shoes and other articles intended to be worn (hereinafter "textiles") have not typically been collected through regularly scheduled household pick-ups but instead have been collected through donations to receptacles located on properties owned by for-profit and not-for-profit organizations, often by way of unsupervised textile recycling collection bins placed throughout the community. If not properly regulated, textile recycling operations and textile recycling collection bins can conflict with parking, traffic circulation, and tree preservation and can lead to nuisance situations such as abandoned personal property, junk, trash, and blight. When properly regulated, textile recycling collection bins can provide a cost-effective and convenient method of textile recycling, thereby reducing nuisance, abandoned personal property, junk, trash, and blight. The purpose of this Ordinance is to set forth the conditions under which textile recycling collection bins may be placed on public and private property and to provide minimum standards as to how they are operated and maintained, as necessary to protect the public health, safety and welfare.

SECTION II. Definitions. For purposes of this Ordinance, textile recycling collection bin means a self-service container designed to allow members of the general public to deposit used textile items such as shoes, clothing, linens and draperies; and textile recycling collection means the gathering and transportation of deposited textile items such as shoes, clothing, linens and draperies either for the purpose of resale or re-use for other purposes.

SECTION III. Regulation of Textile Recycling Collection Bins.

a. Only authorized textile recycling collection bins permitted. No person shall place or maintain a textile recycling collection bin within the City of Eustis except in conformity herewith and, if on City property as authorized through a franchise agreement.

b. Collection from stationary vehicles. Collection of textiles for recycling from a stationary vehicle, truck, wagon, trailer, or similar vehicle is prohibited within the City of Eustis unless approved by the City Commission. Textile recycling collections taken directly from homes, businesses, or institutions, whether through regularly scheduled or pick-ups or through pick-ups based on special request of the donor are not prohibited and are permitted without City Commission approval.

c. Placement, operation, and maintenance of textile recycling collection bins. Textile recycling collection bins ("bins") shall be governed as follows:

(i) Bins shall be placed only on: City-owned property with approval by Resolution of the City Commission through a franchise agreement or Developed parcels that are (1) approved for non-residential use, including commercial, office, industrial and community services uses, (2) are not located within the Central Business District or Community Redevelopment Area, (3) expressly approved in writing from the property owner permitting such use (such written approval shall be produced to the City within two business days of the City's demand), (4) as expressly approved by the City Commission by Resolution and (5) owned or operated by a business with a valid and active, at all times, City of Eustis business tax receipt.

(ii) Bins shall be placed in a manner which do not to impair traffic, pedestrian, or emergency service vehicle movement within the site and which does not negatively affect protected trees or utility services. The placement of textile recycling collection bins shall require site plan approval from the City Commission.

(iii) Bins shall be no larger than seven (7) feet in any dimension.

(iii) Bins shall be placed no less than five hundred (500) feet from any other bin unless located at least two hundred (200) feet from any public street right-of-way and not readily visible from any residential use. In no case shall more than one (1) bin be placed on a single parcel unless a variance is requested and granted by the City.

(iv) Bins shall not be located within fifty (50) feet of any a public street right-of-way.

(v) Bins shall be constructed of steel with a rust-resistant coating and weigh at least five hundred (500) pounds empty.

(vi) Each bin shall provide the name, address and telephone number of the bin's owner in weather-resistant lettering no smaller than one (1) inch high and provide other information as may be required by Florida Statutes. Bins shall contain no advertising other than as related to the franchised textile recycling collection organization or business.

(vii) Bins shall be painted a uniform color, maintained in good appearance, and be emptied no less than once per fourteen (14) days or immediately upon any bin having textiles not contained in the bin (i.e., on top of the bin, on the ground near the bin or placed on something near the bin rather than contained in the bin).

(viii) The franchisee or property owner shall be responsible for ensuring that the area within twenty (20) feet of any bin shall be kept free of trash, debris, discarded items or abandoned textiles not in the bin.

(ix) No more than four (4) bins are permitted within the City limits unless the City Commission expressly approves more than four (4) bins.

SECTION IV. Enforcement of Other Regulations.

This section does not limit the authority of any state or local agency to enforce other laws, rules or ordinances relating to litter or solid waste management.

SECTION V. Severability, Appeals and Time Limitation for Court Action.

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. Any person aggrieved by this Ordinance or seeking to challenge the validity of this Ordinance or any portion thereof including the application thereof shall, before filing a lawsuit, first file a petition with the City Commission who shall hear petitioner's reasons, afford due process and an opportunity to be heard and shall render a decision on the petition within 90 days after the filing of the petition. Any lawsuit concerning this Ordinance must be filed within 30 days after the City Commission's decision and if not, it is time barred.

SECTION VI. Effective Date.

This Ordinance shall take effect on July 5, 2021. Bins, stationary vehicles, trucks, wagons, trailers or similar vehicles placed, operated or maintained not in conformity herewith shall be removed or brought into compliance no later than July 5, 2021.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Lake County, Florida, this 3rd day of June, 2021.

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 3rd day of June, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

Notary Public State of Florida
Susan M Trewyn
My Commission GG 241955
Expires 08/09/2022

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 6/3/2021 Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 21-07 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

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 9, 2021

RE: RESOLUTION NUMBER 21-62: APPROVING AND RATIFYING A DEVELOPMENT AND ACQUISITION AGREEMENT 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

Introduction:
Resolution Number 21-62 approves and ratifies a development and acquisition agreement 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

Background:
See attached Staff Report.

Attachments:
Staff Report - City Res 21-62 and City Res 21-63 Atrium Purchase Agreement ADA
City Resolution 21-62 Atrium Agreement
Waterman Square Development Agreement Final Draft with Exhibits

Reviewed by:

Ronald Neibert, City Manager	Approved - 03 Sep 2021
Mary Montez, City Clerk	Approved - 03 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 9, 2021

RE: RESOLUTION NO. 21-62
APPROVING AND RATIFYING A EUSTIS DEVELOPMENT AND ACQUISITION AGREEMENT BY AND BETWEEN WATERMAN SQUARE LLC, THE DOWNTOWN AND EAST TOWN REDEVELOPMENT AGENCY, AND THE CITY OF EUSTIS FOR THE REDEVELOMENT OF THE FORMER FLORIDA HOSPITAL WATERMAN SITE

And

RESOLUTION NO. 21-63
APPROVING AND RATIFYING A PARKING FACILITY EASEMENT AGREEMENT WITH WATERMAN SQUARE LLC TO SUPPORT THE REDEVELOPMENT OF THE FORMER FLORIDA HOSPITAL WATERMAN SITE

Introduction:
Resolution No. 21-62 approves a development and acquisition agreement between Waterman Square LLC, the Downtown and East Town Redevelopment Agency, and the City of Eustis for the purchase and redevelopment of the former Florida Hospital Waterman site.

Resolution No. 21-63 approves a parking facility easement agreement with Waterman Square LLC to support the redevelopment of the former Florida Hospital Waterman site.

Recommended Action
Staff recommends approval of Resolution No. 21-62 and Resolution No. 21-63.

Background:
In September 2020, the CRA purchased the three blocks that were formerly occupied by Florida Hospital Waterman. On September 21, 2020, the City/CRA issued Request for Proposals (RFP) No. 009-20 – 4.8 Acre Redevelopment Opportunity in Downtown Eustis. The RFP was advertised in the Daily Commercial, posted on DemandStar (a bid

and RFP service), and sent directly to 50 interested parties. The team of Atrium Management Company & PRN Real Estate & Investments, LTD was the sole respondent to the RFP.

A selection committee including the City Manager, Development Services Director, Public Works Director, Finance Director, and Economic Development Director reviewed the developer's response with the entire process being facilitated by the Director of Purchasing. The selection committee met to discuss the proposal and interact with the proposed development team at public meetings on December 14, 2020 and January 14, 2021. At the January 14 meeting, the consensus of the selection committee was to invite the proposed development team to make a presentation to the CRA Board. The committee also recommended that the CRA Board authorize staff to further explore the proposed project and negotiate developer agreements and/or purchase agreements to facilitate the redevelopment of the property. On February 4, 2021, the CRA Board unanimously authorized staff to negotiate exclusively with the Atrium Management team on a development and purchase agreement for the former Waterman site.

Staff has been working with the Atrium Management team and their representatives to negotiate the draft Eustis Development and Acquisition Agreement approved by Resolution No. 21-62. The agreement is with Waterman Square LLC, which is the entity formed by Atrium Management to purchase and develop the project. As the City has some responsibility under the agreement, the City of Eustis is also a party to the agreement. Below is a summary of the development and acquisition agreement.

Proposed Project

- Phase 1 – Five-story mixed-use apartment building with a minimum of 75 apartments and a minimum of 6,000 sf of commercial space. A food hall with a minimum of 8,000 sf. Estimated cost of $14,038,000.
- Phase 2 – A parking garage lined with first floor commercial and potentially live-work space. Estimated cost of $11,095,900.
- Phase 3 – Approximately five-story mixed-use apartment building with up to 180 apartments with first floor commercial space. Estimated cost of $25,564,000.
- Phase 4 – Approximately four-story hotel with approximately 60 guest rooms. Estimated cost of $15,000,000.
- Total Estimated cost of $65,697,900.

Proposed Project Timeline

- 2021 – Due diligence, entitlements, close on Phase 1 Parcel, permitting.
- 2022 – Proposed Phase 1 construction.
- 2023 – Proposed Phase 1 completion.
- 2024 – Proposed Phase 1 Operation. Potentially close on Parcel 2 and 3.
- 2025 – Potential Phase 2 and 3 construction, but not required per agreement until 2027.
- 2026 – Potential Phase 2 and 3 completion, but not required per agreement until 2027.

- 2027 – Deadline to close on Parcel 2 and 3. Deadline to commence construction on hotel.

Price of Land

- CRA to invest Phase 1 parcel at no cost ($1,000,000 value).
- Developer to provide a performance bond to ensure completion of the project and guarantee tax increment for the CRA.
- Price set for Parcels 2 and 3 at $1,500,000 each or $3,000,000 total.
- Developer will pay a total of $30,000 annually in non-refundable deposit every year through 2024 for Parcels 2 and 3.
- If necessary, in 2025, 2026, and 2027, the developer will pay $50,000 annually in non-refundable deposit.

Incentives

- Parcel 1 at no cost ($1,000,000 value).
- Developer will get 64 spaces in the Lake Mechanical garage (estimated value of approximately $1,280,000)
- If the developer moves forward with Phase 2 and 3, developer will receive up to $4,720,000 net from the CRA toward the Phase 2 parking garage.
- Limited to $20,000 per space.
- Total of $6,000,000 less $1,280,000 credit for developer's 64 spaces in the Lake Mechanical garage.

Other Terms

- The development entity is Waterman Square LLC.
- The City's liability is limited to its specific responsibilities under the agreement.
- Developer has until December 31, 2027 to close on Parcels 2 and 3.
- If the developer does not commence construction of a hotel by December 31, 2027, the CRA can recapture the land where the hotel would have been located at no cost.
- Developer will develop a conceptual master plan and a Project PUD consistent with City LDR's and comprehensive plan. The City will explore transfer of development rights to support proposed densities.
- Developer has a 120-day feasibility period and 275 days to secure entitlements.
- Sale includes all impact fee credits.
- The developer needs written permission to transfer or assign the agreement unless it is being assigned to an entity controlled by Atrium Management or PRN Real Estate & Investments.
- Developer will own and operate the parking garage on Parcel 2.

Exhibit G of the Eustis Development and Acquisition Agreement also lays out the Parking Facility Easement Agreement that will be executed upon closing of the Phase 1 parcel. As that agreement is solely with the City of Eustis, it does not need to be

approved by the CRA. Resolution No. 21-63 provides for City approval of the parking agreement. Below is a summary of that agreement.

Parking Agreement

- City will provide 64 spaces to the developer in perpetuity in the Lake Mechanical garage to serve Phase 1 of the Atrium project.
- The garage will be completed by an agreed upon date. Proposed at 20 months from the signing of the Eustis Development and Acquisition Agreement.
- The City will maintain the garage with the exception of access control gates and elevator access control.
- The 64 spaces assigned to the developer will be on the top floor of the facility.
- The developer needs written permission to transfer or assign the agreement unless it is being assigned to an entity controlled by Atrium Management, PRN Real Estate & Investments, or the owner of any portion of the Phase 1 project.

Community Input:
There have been numerous opportunities for public input on the former Florida Hospital Waterman site. There will be an opportunity for additional public input at the August 19, 2021 CRA and City Commission meetings. It is anticipated there will be future opportunities for public input as the developer works through the development of the project.

Budget and Staffing Impact:
The CRA paid $3,000,000 to acquire the subject property. The debt service on the acquisition comes to approximately $200,000 annually. While the agreement does give the land for Phase 1 at no cost, if the developer moves forward with Phases 2 and 3, the purchase price of Parcels 2 and 3 is set at $3,000,000, which covers the entire original purchase price for all three blocks.

The agreement also calls for a total of $6,000,000 to support parking for the project. The parking agreement provides 64 spaces for the developer in the City's proposed garage on the Lake Mechanical lot at a value of $1,280,000. If the developer moves forward with Phases 2 and 3, the agreement sets the CRA commitment to the Atrium Phase 2 parking garage at up to $4,720,000. The CRA would borrow the $4,720,000 at approximately 3% interest for 20 years, which puts the annual debt service at approximately $315,000.

On the revenue side, Phase 1 of the project is estimated to generate approximately $160,000 in new annual CRA revenue, while the entire project is estimated to generate almost $750,000 for the CRA annually. In addition to CRA revenue, the project will also generate general fund revenue (sales tax, utility tax, and franchise fees) and water/sewer revenue. It is estimated that Phase 1 will generate over $41,000 annually in general fund revenue and over $102,000 annually in water/sewer revenue. The entire project is estimated to generate almost $150,000 annually for the general fund and over $385,000 annually in water/sewer revenue.

Using these revenues, it is possible to calculate the payback period for the proposed incentives. The agreement delivers Parcel 1 to the developer at no cost (value of $1,000,000). The estimated CRA revenue as a result of Phase 1 is approximately $160,000 annually with over $41,000 annually in general fund revenue and over $102,000 annually in water/sewer revenue. If the developer closes on Parcel 1, the Phase 1 revenue is guaranteed through the performance bond. The payback period for the $1,000,000 in land is 6.25 years using just CRA revenue and 3.3 years when factoring in all revenue sources.

The incentive to support parking is a total of $6,000,000, which is made up of 64 parking spaces (valued at $1,280,000) and up to $4,720,000 in CRA support for the Atrium Phase 2 parking garage. Combining land and parking support, the total incentive package for the project is $7,000,000. Total revenue for the project includes almost $750,000 annually for the CRA, almost $150,000 annually for the general fund, and over $385,000 annually in water/sewer revenue. The payback period for the entire project is 9.35 years for the CRA and 5.45 years when factoring in all revenue sources.

Prepared by:
Tom Carrino, Economic Development Director

Attachments
Resolution No. 21-62 with accompanying Eustis Development and Acquisition Agreement

Resolution No. 21-63 with accompanying Parking Facility Easement Agreement

RESOLUTION NO. 21-62

A RESOLUTION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA APPROVING AND RATIFYING A EUSTIS DEVELOPMENT AND ACQUISITION AGREEMENT, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Eustis Downtown and East Town Redevelopment Agency ("Community Redevelopment Agency of the City of Eustis, Florida" or "Agency") and the City of Eustis have identified certain areas in the City as blighted and slum areas as defined by §163.340 Florida Statutes ("Areas"); and

WHEREAS, blighted and slum Areas should be eliminated for all the reasons set forth in §163.335 Florida Statutes; and

WHEREAS, the subject property is identified as Blocks 30, 31, and 35, Official Map of Eustis, according to the plat thereof recorded in Plat Book "1", page 79, Public Records of Lake County, Florida; and

WHEREAS, the subject property was purchased by the Agency in September 2020 for the purpose of redevelopment; and

WHEREAS, the City of Eustis and the Agency jointly issued Request for Proposals No. 009-20 advertising the availability of the subject property for redevelopment; and

WHEREAS, the Atrium Management Company and PRN Real Estate & Investments, LTD were the sole respondent to the Request for Proposals; and

WHEREAS, on February 4, 2021, the CRA Board unanimously authorized staff to negotiate exclusively with the Atrium Management team for the sale and redevelopment of the subject property; and

WHEREAS, The Atrium Management team has created Waterman Square LLC to carry out the purchase and development of the subject property; and

WHEREAS, the subject property is identified as a "catalyst site" targeted for redevelopment in both the 2008 Eustis Downtown Plan and the City of Eustis 2016 Redevelopment Plan; and

WHEREAS, the City and the Agency deem the sale and development of the Property to be a proper public purpose, and that said sale and development will achieve important City and Agency objectives such as stimulating economic development in the City, increasing property values and ad valorem taxes, and creating jobs, and that the Property is surplus real property; and

WHEREAS, the City and the Agency are authorized to enter into this Agreement; and

WHEREAS, the City and the Agency hereby find that this Agreement is in the best interests of its citizens; and

WHEREAS, redevelopment of the subject property is necessary in the interest of the public health, safety, morals and welfare of the Agency and the City of Eustis; and

WHEREAS, it is in the best interests of the Agency and the City of Eustis to enter into a development and acquisition agreement to facilitate the sale of the subject property for the purpose of redevelopment.

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

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

1. The Eustis Development and Acquisition Agreement is hereby ratified and approved.
2. The City of Eustis authorizes the Mayor to execute the necessary documents to effectuate the agreement.

DONE AND RESOLVED, this 19th day of August 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 means of physical presence, this 19th day of August, 2021, by Michael L. Holland, Mayor/Commissioner, 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 has been reviewed and approved as to form and legal content, for use and reliance of the City Commission of the City of Eustis, Florida.

_____
City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 21-62 is hereby approved, and I hereby 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

_____
Mary C. Montez, City Clerk

EUSTIS DEVELOPMENT AND ACQUISITION AGREEMENT

THIS EUSTIS DEVELOPMENT AND ACQUISITION AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2021 (the "Effective Date"), by and between WATERMAN SQUARE LLC, a Florida Limited Liability Company ("Developer"), the CITY OF EUSTIS, a Florida municipal corporation (the "City"), and the DOWNTOWN AND EAST TOWN REDEVELOPMENT AGENCY (the "CRA") (with Developer, the City and the CRA being collectively referred to as the "Parties" and sometimes referred to individually as a "Party").

RECITALS

WHEREAS, the CRA owns the property generally bounded by Clifford Avenue on the north, North Grove Street on the east, East Magnolia Avenue on the south, and North Bay Street on the west, containing approximately 4.8 acres and described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the City and the CRA issued a notice requesting proposals for the sale of the Property to a developer for the redevelopment of the Property which would provide commercial, residential and hotel uses (collectively, the "Project"), and after reviewing the proposals and qualifications for a developer of the Project, the City and the CRA selected Developer; and

WHEREAS, the City, the CRA and Developer desire to enter into this Eustis Development and Acquisition Agreement to establish the terms and conditions under which the Parties will (i) engage in the feasibility analysis, master planning, due diligence, development approvals, permitting and approval process, and establishment of development and design guidelines and standards for the Project, and (ii) proceed with the acquisition, development and construction of the Property for the Project by Developer, all as more particularly set forth below; and

WHEREAS, the City and the CRA deem the sale and development of the Property to be a proper public purpose, and that said sale and development will achieve important City and CRA objectives such as stimulating economic development in the City, increasing property values and ad valorem taxes, and creating jobs, and that the Property is surplus real property; and

WHEREAS, the City and the CRA are authorized to enter into this Agreement; and

WHEREAS, the City and the CRA hereby find that this Agreement is in the best interests of its citizens; and

WHEREAS, Developer, the City and the CRA are in voluntary agreement with the conditions, terms and restrictions hereinafter recited, and have agreed voluntarily to their imposition as an incident to the development of the Property.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

PART 1 – GENERAL

1.1 *Recitals; Exhibits; Definitions*. The above Recitals are true and correct, are incorporated herein by reference and form a material part of this Agreement. The Exhibits attached to this Agreement are incorporated herein by reference and form a material part of this Agreement. Unless otherwise specifically defined in this Agreement, words and terms used in this Agreement shall have the same meaning and definition as in the City's Code of Ordinances and/or Land Development Regulations. For the purposes of this Agreement, the following definitions will apply:

(a) "Applicable Law" shall mean (x) any statute, law, treaty, rule, code, ordinance or regulation within the jurisdiction of the Governmental Authority promulgating the same, including the ADA and Environmental Laws, that is applicable to the Project or to Persons, facilities or activities within the Project (including, without limitation, the City's Code of Ordinances and the City's Land Development Regulations); or (y) any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority with respect to any of the foregoing, the enforceability of which has not been stayed or appealed.

(b) "Base Property Condition" shall mean the condition of the Property as reflected in the Property Reports (defined in Section 1.1(x)), Due Diligence Reports (defined in Section 4.4), and Permitted Exceptions (defined in Section 1.1(v)).

(c) "Changed Conditions" shall mean that conditions of a Takedown Parcel differ from the Base Property Condition thereof, normal wear and tear excepted, and that such different or changed conditions materially and adversely affect the intended development and use of the Takedown Parcel.

(d) "Closing" shall mean the consummation of a Takedown transaction pursuant to which the CRA conveys a Parcel to Developer, in accordance with Part 4 hereof. A Closing may also be referred to as a "Takedown Closing".

(e) "Comprehensive Plan" shall mean the plan adopted by the City pursuant to Florida Statutes Sections 163.3177 and 163.3178, as the same may be amended from time to time.

(f) "Conceptual Master Plan" shall mean the conceptual master development plan for the Project attached hereto as Exhibit "B", as the same may be amended from time to time or superseded by a final master plan if approved by the City.

(g) "County" shall mean Lake County, Florida, a political subdivision of the State of Florida.

(h) "Earnest Money Deposit" shall mean the Periodic Earnest Money Deposits and/or the Extension Fee(s), collectively and as applicable, together with all interest earned thereon.

(i) "Entitlements" shall mean the Project PUD, the Comp Plan Amendment, the PSP and the Site Plan, collectively (all as defined in Section 2.2).

(j) "Environmental Laws" shall mean all laws, including any consent decrees, settlement agreements, judgments, or orders, issued by or entered into with a Governmental Authority, pertaining or relating to: (w) pollution or pollution control; (x) protection of human health or the environment; (y) the presence, use, management, generation, processing, treatment, recycling, transport, storage, collection, disposal or release or threat of release of Hazardous Materials; and (z) the protection of endangered or threatened species.

(k) "Escrow Agent" means Lowndes, Drosdick, Doster, Kantor & Reed, P.A., 215 North Eola Drive, Orlando, Florida 32801, Attention: Rebecca Wilson, Esquire. The Escrow Agent also shall serve as the closing agent for the Closings.

(l) "Extension Fee" means a payment by Developer to the Escrow Agent, at Developer's option, to extend either (i) a development deadline pursuant to Section 3.1 or Section 3.4 of this Agreement, or (ii) a Closing Date pursuant to Section 5.1 of this Agreement. Any Extension Fee paid by Developer shall be non-refundable once paid except in the event of a default by either the City or the CRA or as otherwise specifically set forth in this Agreement, but all Extension Fees shall be applicable to a purchase price hereunder.

(m) "Feasibility Period" shall mean the period of time commencing on the first (1st) business day after the Effective Date and terminating one hundred twenty (120) days thereafter.

(n) "Final Plat" shall mean a final, recorded subdivision plan for one or more Parcels if approved in accordance with Section 102-26 of the Land Development Regulations.

(o) "Force Majeure" shall mean the occurrence of any of the following: acts of God; acts of the public enemy; the confiscation or seizure by any Government Authority; insurrections; wars or war-like action (whether actual or threatened); arrests or other restraints of government (civil or military); strikes, labor unrest or disputes (in each case without regard to the reasonableness of any Party's demands or ability to satisfy such demands); unavailability of or delays in obtaining labor or materials; pandemics or epidemics; landslides, lightning, earthquakes, fires, hurricanes, storms, floods or other severe weather; explosions; civil disturbance or disobedience; riot, sabotage, terrorism or threats of sabotage or terrorism; injunctions; other governmental action or change in law which prohibits or materially interferes with development or construction of the Project; power failure; or other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable control of the Party claiming the right to delay or excuse performance on account of such occurrence. Notwithstanding the foregoing, for purposes of this Agreement, no action of any Governmental Authority shall, as applied to the CRA in its capacity as owner of any Parcel or as a Party and as applied to the City in its capacity as a Party (and provided such action of the CRA or the City is in its proprietary

capacity as opposed to its regulatory capacity), be considered governmental actions that excuse or may permit delay in performance by the CRA or the City, and "Force Majeure" shall not include an inability to pay debts or other monetary obligations in a timely manner.

If a Party determines, in good faith, that the performance of its duties or obligations under this Agreement in a timely manner is or will be barred or rendered reasonably impracticable as a result of a Force Majeure event, such Party shall give the other Parties prompt written notice thereof, whereupon the notifying Party shall be afforded a reasonable extension of the relevant time otherwise designated (which extension of the relevant time shall equal at least twice the duration of the Force Majeure event). Notwithstanding the foregoing, unless otherwise set forth in this Agreement to the contrary, a Party shall not be excused from any duties, obligations or deadlines under this Agreement merely due to financial hardship, lack of demand or economic downturns. Any extension of relevant time as a result of Force Majeure shall be memorialized by the Parties in writing.

(p) "Governmental Authority(ies)" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, authorities, offices, divisions, subdivisions, departments or bodies of any nature whatsoever and any and all governmental units (federal, state, county, municipality or otherwise) whether now or hereafter in existence. The term "Governmental Authorities" shall include, without limitation, the City, the CRA, the County, the St. Johns River Water Management District ("SJRWMD"), and the Florida Department of Transportation ("FDOT"). Notwithstanding the foregoing, for purposes of this Agreement: (x) the CRA, acting in its capacity as owner of the Property or as a Party to this Agreement, shall not be considered a Governmental Authority; and (y) the City, in the proper exercise of its policy powers, shall be considered a Governmental Authority.

(q) "Hazardous Materials" means all toxic or hazardous materials, chemicals, wastes, pollutants or similar substances, including, without limitation, Petroleum (as hereinafter defined), asbestos insulation and/or urea formaldehyde insulation, which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, regulation or ordinance currently in existence or hereafter enacted or rendered, including, but not limited to, those materials or substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "pollutants" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., and any applicable statutes, ordinances or regulations under the laws of the State in which the Property is located, and any rules and regulations promulgated thereunder, all as presently or hereafter amended. "Petroleum" for purposes of this Agreement shall include, without limitation, oil or petroleum of any kind and in any form including but not limited to oil, petroleum, fuel oil, oil sludge, oil refuse, oil mixed with other waste, crude oil, gasoline, diesel fuel and kerosene.

(r) "Initial Takedown Parcel" shall mean Developer's initial takedown and acquisition of both the Phase 1 Parcel and the Phase 4 Parcel pursuant to Section 3.1 and Part 4 of this Agreement.

(s) "Parcel" shall mean any of the Phase 1 Parcel, the Phase 2 Parcel, the Phase 3 Parcel and/or the Phase 4 Parcel. Each of the Parcels constitutes a portion of the Property, and each of the Parcels is described in Exhibit "A" attached hereto.

(t) "Periodic Earnest Money Deposit(s)" shall mean the annual earnest money deposit(s) to be delivered by Developer to Escrow Agent pursuant to Section 4.3 of this Agreement, together with all interest earned thereon.

(u) "Permits" means all permits, consents, approvals, authorizations, variances, waivers, certificates and approvals from all Governmental Authorities, utility companies and any other Person which are required for the planning, design, construction, furnishing, completion, use and occupancy of the Project and/or a Takedown Parcel, as the case may be and the context may require. Notwithstanding the foregoing, the term "Permits" shall specifically exclude the Entitlements.

(v) "Permitted Exceptions" shall mean those matters of title listed on Exhibit "C" attached hereto, together with those matters of title either approved or waived by Developer pursuant to Sections 4.5 and 4.6 of this Agreement.

(w) "Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body, authority, governmental unit or other entity, as applicable.

(x) "Property Reports" shall mean the studies, reports, analyses and other information relating to the Property delivered by the City and/or the CRA to Developer pursuant to Section 4.4 below, which Property Reports are listed on Exhibit "D" attached hereto.

(y) "PSP" shall mean the preliminary subdivision plan for the Initial Takedown Parcel pursuant to Chapter 102 of the City's Land Development Regulations (including any waivers necessary in connection therewith).

(z) "Project PUD" shall mean the planned unit development for the Property and the Project.

(aa) "Site Plan" shall mean the final site plan for the development of the Initial Takedown Parcel pursuant to Chapter 102 of the City's Land Development Regulations (including any waivers necessary in connection therewith).

(bb) "Takedown" shall mean Developer's election to acquire a Parcel in accordance with the terms and conditions of this Agreement, exercised by Developer delivering a Takedown Notice to the City and the CRA.

(cc) "Takedown Notice" shall mean the written notice of a Takedown delivered by Developer to the City and the CRA in accordance with the terms and conditions of this Agreement, which Takedown Notice shall identify the Parcel(s) which is/are the subject of the Takedown Notice and which Developer intends to acquire as provided herein. The Parcel(s) which is/are the subject of a Takedown Notice are sometimes referred to as the "Takedown Parcel".

(dd) "Takedown Schedule" shall mean the schedule and required timing for the acquisition and closing of Parcels, as described in Section 4.1 hereof.

1.2 *Captions*. The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

1.3 *Binding Effect*. This Agreement and the rights, restrictions, duties, covenants, conditions and obligations created hereby shall create mutual benefits, obligations and servitudes that (i) remain in full force and effect for the term of this Agreement as set forth in Section 1.5 below, (ii) run with the title to the Property and any portion thereof, and (iii) are and shall be binding upon and inure to the benefit of each Party, together with all tenants, mortgagees, customers and invitees of such Party, and their respective successors and assigns. Notwithstanding the foregoing, the terms and conditions of this Agreement shall terminate as to any Parcel which has been conveyed by the CRA to Developer, and upon such conveyance and without the execution or recordation of any further document or instrument, such Parcel shall be released from and no longer be subject to or burdened by the provisions of this Agreement. This Agreement shall be recorded in the Lake County Public Records no later than fourteen (14) days after full execution. Recording costs shall be paid by Developer.

1.4 *Third Party Beneficiaries*. The provisions of this Agreement are for the exclusive benefit of the Parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for herein.

1.5 *Duration*. The duration of this Agreement shall be for a term ending upon the earlier of (i) December 31, 2027 (subject to extension based on events of Force Majeure or as otherwise extended pursuant to the provisions hereof), or (ii) when all of the Parcels have been conveyed by the CRA and acquired by Developer. Notwithstanding the foregoing, at any time prior to the first (1st) anniversary of the Effective Date and provided the Closing for the Initial Takedown Parcel has not occurred, Developer may terminate this Agreement for any reason or no reason by written notice thereof to the City and the CRA, in which case this Agreement shall be of no further force and effect and the initial Periodic Earnest Money Deposit shall be refunded to the Developer. Upon the termination of this Agreement, the Parties shall cooperate in good faith to execute and record a notice of such termination among the Public Records of Lake County, Florida.

PART 2 - PLANNING AND DESIGN; LAND USE APPROVALS

2.1 *Conceptual Master Plan*. The Project shall be developed substantially in accordance with the Conceptual Master Plan, except as otherwise agreed by the City, the CRA

and Developer. The Parties acknowledge and agree that the Conceptual Master Plan contemplates that the Project shall include, without limitation:

(i) Phase 1. Phase 1 will be developed on the Phase 1 Parcel and will include, without limitation: (a) a five-story mixed use apartment building having a minimum of 75 multi-family dwelling units and a minimum of 6,000 square feet of ground-floor retail/restaurant/commercial space; (b) a food hall containing a minimum of 8,000 square feet; and (c) courtyard/patio areas open to the public. In addition, Phase 1 will include the development of the Interim Parking described in Section 3.2(i) below.

(ii) Phase 2. Phase 2 will be developed on the Phase 2 Parcel and will consist of a parking garage containing sufficient parking spaces as determined by that certain parking study prepared or to be prepared by or on behalf of Developer (the "Parking Study"), with the garage building being lined with ground-floor retail/commercial/office space (potentially including live-work units) (the "Parking Garage"). The Parking Garage will serve Phase 1, Phase 2, Phase 3 and Phase 4.

(iii) Phase 3. Phase 3 will be developed on the Phase 3 Parcel and will include an approximately five-story apartment building containing up to 180 multi-family dwelling units, together with retail/commercial/office uses.

(iv) Phase 4. Phase 4 will be developed on the Phase 4 Parcel and is intended to consist of an approximately four-story hotel containing approximately 60 guest rooms, together with other accessory uses, to support tourists, business travelers and other visitors to the City. Notwithstanding the foregoing, in the event Parcel 4 is not developed as a hotel prior to the termination or expiration of this Agreement, Parcel 4 may be used and operated as permanent parking serving Phase 1, as provided below.

Nothing herein shall waive or diminish Developer's obligation to comply with all other Applicable Laws of the City governing the development of the Project which are not inconsistent with the express terms of this Agreement.

2.2 *Entitlements*.

(i) Project PUD. The Parties acknowledge and agree that development of the Project on the Property will require City Commission approval of the "Project PUD", which if approved by the City Commission will be a site-specific planned development providing for a mixture of residential and non-residential uses and which will allow the development and use of the Project substantially in accordance with the Conceptual Master Plan and this Agreement. The Project PUD shall permit and provide for those permitted uses, development standards, and general building and site standards that will permit and accommodate the Project, including, without limitation: principal uses and accessory uses; short-term rentals (such as Airbnb and VRBO lodging) and transient lodging; sales of alcoholic beverages; hours of operation for retail/commercial/restaurant uses; gross and net densities; floor area ratio; gross floor areas; minimum and maximum impervious surface areas; minimum lot sizes; required setbacks (including zero lot line setbacks); open space requirements; permitted heights (including parapets); minimum

required parking ratios for various uses (including shared parking by uses within the Project); access; lighting; signage (including types of signage, location of signage, permitted copy area, etc.); concurrency management The terms and conditions of the Project PUD shall be considered by the City Commission and City Commission approval is required. Developer, with the consent of the CRA, will initiate and pursue the Project PUD review process for the Property pursuant to and in accordance with the Conceptual Master Plan and this Agreement.

(ii) Comp Plan Amendment. If and to the extent the Comprehensive Plan must be amended to accommodate the Project and the Project PUD (including, without limitation, the adoption and implementation of an overlay district and/or additional policies and objectives), the Developer (with the consent of the CRA) will initiate and pursue any required Comprehensive Plan amendment(s) (the "Comp Plan Amendment") at its sole cost and expense. The Comp Plan Amendment shall be pursued and processed concurrently with the Project PUD review process. The Comp Plan Amendment, including all the terms and conditions thereof, shall be subject to the approval of Developer in its sole discretion.

(iii) Site Plan and PSP. Developer shall initiate and pursue (with the consent of the CRA), at its expense, the Site Plan and PSP (if required) for the development of the Phase 1 Parcel. The Site Plan and PSP, including all the terms and conditions thereof, shall be acceptable to Developer in its sole discretion.

(iv) Final Approval of Entitlements. Developer will pursue the Entitlements diligently and in good faith. In the event Final Approval of the Comp Plan Amendment, the Project PUD, the Site Plan and the PSP has not occurred within two hundred seventy-five (275) days after Developer's application for said entitlements , then Developer may, at its option, either (i) extend the time period for Final Approval of the Project PUD, the Comp Plan Amendment, the Site Plan, and/or the PSP, or (ii) terminate this Agreement by written notice thereof to the City and the CRA, in which case the initial Periodic Earnest Money Deposit shall be refunded to the Developer and this Agreement shall be of no further force and effect. Further, in the event the development standards, development conditions, mitigation conditions, and other terms and conditions of the Final Approval of any of the Entitlements (a) are not substantially consistent with the terms and conditions of this Agreement, or (b) in the reasonable judgment of Developer, materially and adversely affect the development, construction or operation of the Project, then Developer may terminate this Agreement by written notice thereof delivered to the City and the CRA within fifteen (15) days after the Final Approval of the Project PUD, the Comp Plan Amendment, the Site Plan or the PSP (whichever is objectionable). For the purposes of this Section 2.2, "Final Approval" shall not be deemed satisfied unless and until (w) the Entitlements have been reviewed and finally approved by the appropriate Governmental Authorities, (x) the time has passed for appeal of the Entitlements, (y) no notice of referendum or initiative with respect thereto has been published or publicized, and (z) any appeals or litigation with respect to (y) above have been prosecuted and resolved in a manner which is not subject to remand to lower courts or Governmental Authorities.

(v) Concurrency; Impact Fee Credits. The City hereby acknowledges and agrees that, if the Entitlements are approved as provided above, then upon the Final Approval of the Entitlements the Project will be vested and/or exempt under Florida law.

In addition to the foregoing, the City acknowledges and agrees that impact fee credits are available with respect to the Parcels, of the types and in the amounts set forth on Exhibit "F" attached hereto (collectively, the "Impact Fee Credits"). The Impact Fee Credits shall be assigned or allocated by the City to Developer for the Phase 1 Parcel at the time of the Phase 1 Closing and shall be available for use by Developer in connection with the development of Phase 1.

2.3 *No Agreement for Development Approvals and Obligation Limitation*. The Parties acknowledge the City has no obligation to approve any of Developer's Entitlements requests and that such requests are subject to notice requirements, public hearings, public input, and consideration by the City Commission based on evidence presented at the public hearings. Nothing in this Agreement binds or obligates the City to approve any of the Entitlements requests. Furthermore, a Party is bound by only those terms in this Agreement which specifically reference and obligate that particular Party.

PART 3 – OBLIGATIONS OF THE PARTIES

3.1 *Timing of Project Improvements*.

(i) Phase 1. The City and the CRA acknowledge and agree that Developer's obligation to acquire the Initial Takedown Parcel shall be conditioned and contingent upon: (a) Developer electing to proceed with this Agreement beyond the expiration of the Feasibility Period, pursuant to Section 4.4 below; (b) Final Approval of the Entitlements pursuant to Section 2.2 above; and (c) issuance of the final building permit by the City for the development and construction of Phase 1 of the Project (subject to such conditions and requirements as are acceptable to Developer in its sole discretion) (collectively, the "Initial Takedown Contingencies"). The building permit application for the Phase 1 improvements shall be submitted to the City within one hundred eighty (180) days after Final Approval of the Entitlements. Upon receipt of the building permit and the full performance and satisfaction of the Initial Takedown Contingencies, Developer shall issue and deliver its Takedown Notice for the acquisition of the Initial Takedown Parcel.

With respect to the development of Phase 1, the Parties also will negotiate in good faith for (i) temporary construction easements encumbering the Phase 2 Parcel and/or the Phase 3 Parcel, to benefit Developer and provide staging and laydown areas, storage areas, and other construction uses for the development and construction of Phase 1; and (ii) a parking easement for the Interim Parking to be located on the Phase 2 Parcel to benefit the Phase 1 Parcel.

(ii) Phase 2 and Phase 3. Developer shall issue and deliver its Takedown Notice for the acquisition of both the Phase 2 Parcel and Phase 3 Parcel together no later than December 31, 2027 (the "Second Takedown Deadline").

(iii) Phase 4. Developer shall commence construction of the hotel on the Phase 4 Parcel, if at all, no later than December 31, 2027 (the "Phase 4 Commencement Deadline"). In the event Developer does not commence construction of the hotel on the Phase 4 Parcel by the Phase 4 Commencement Deadline, then the CRA shall have the one-time right to recapture the Phase 4 Parcel, provided that the City or CRA provides alternate parking to replace the Interim Parking (defined below) pursuant to Section 3.2(i) below.

3.2 *Parking*.

(i) Parking Facility on Lake Mechanical Property. The CRA and/or the City shall pay for and arrange for the construction of a parking garage (the "Lake Mechanical Garage") on the "Lake Mechanical" property owned by the City described and depicted on Exhibit "E" attached hereto (the "Lake Mechanical Property"). In connection therewith, at the Closing of the Initial Takedown Parcel, Developer and the City shall enter into a parking easement agreement for sixty-four (64) spaces in the Lake Mechanical Garage serving the Phase 1 Parcel and the Phase 4 Parcel (the "Developer Spaces"), in the form attached hereto as Exhibit "G" (the "Lake Mechanical Parking Agreement"). In the event the Lake Mechanical Garage is not completed by the completion deadline set forth in the Lake Mechanical Parking Agreement, then the CRA shall be obligated to provide interim parking on the Phase 2 Parcel until the Lake Mechanical Garage is completed, such interim parking to be (x) provided at the CRA's cost and expense, including paving, striping and signage as may be required or reasonably necessary for such parking use, and (y) memorialized in a written use and easement agreement between Developer and the CRA, in form and substance acceptable to both Parties in their reasonable discretion.

(ii) Interim Phase 1 Parking. Notwithstanding that Developer will acquire the Phase 4 Parcel as part of the Initial Takedown Parcel, the Parties acknowledge and agree that the Phase 4 Parcel initially shall be improved and used as surface parking to serve the Phase 1 improvements exclusively until such time as the Parking Garage is constructed on the Phase 2 Parcel and a hotel is developed on the Phase 4 Parcel (the "Interim Parking"). The Interim Parking shall be operated and maintained at the cost and expense of Developer. In the event Developer does not commence construction of the hotel on the Phase 4 Parcel by the Phase 4 Commencement Deadline and the CRA does not exercise its one-time right to recapture the Phase 4 Parcel as provided in Section 3.4 below, then such Interim Parking may become permanent parking owned and operated by Developer to serve the Phase 1 Improvements.

(iii) Parking Garage. In the event Developer issues and delivers its Takedown Notice for the acquisition of both the Phase 2 Parcel and Phase 3 Parcel together, Developer shall design, construct, and operate the Parking Garage on the Phase 2 Parcel as a private parking facility, serving the occupants, patrons, guests, employees, contractors, and invitees of Phase 1, Phase 2, Phase 3 and/or Phase 4. The CRA will provide partial reimbursement towards the cost of development and construction of the Parking Garage (the "Parking Garage Reimbursement"). The CRA will provide a total of $6,000,000 toward the cost of parking serving the Project (including the Developer

Spaces described above, but excluding the cost of providing interim parking on the Phase 2 Parcel as provided in Section 3.2(i) above as a result of the Lake Mechanical Garage not being completed by the completion deadline). Accordingly, provided the Lake Mechanical Garage is completed and the Developer Spaces are provided as described above, the CRA contribution of $6,000,000 toward the Parking Garage on the Phase 2 Parcel shall be reduced by an amount equal to the number of Developer Spaces multiplied by Twenty Thousand Dollars ($20,000). For example, if the Developer Spaces consist of 64 parking spaces, then the Parking Garage Reimbursement applicable to the Parking Garage shall be reduced by $1,280,000 to a total of $4,720,000. In no event shall the CRA's reimbursement exceed $4,720,000.00 and in no event shall the CRA's reimbursement per parking space exceed $20,000.00.

After completion of the Parking Garage, Developer shall provide the CRA with all invoices and proof of payments for the design and construction of the Parking Garage. In the event the CRA disputes any of the invoices and/or payments, the parties shall negotiate in good faith to resolve any dispute. Any amount which is not paid and not disputed in writing within sixty (60) days after the date of receipt of such invoices and payments shall bear interest at the lesser of eighteen percent (18%) per annum or the maximum amount permitted by law until paid.

3.2 *Phase 1 Security*. As additional security for Developer's performance of this Agreement with respect to Phase 1, at the Closing of the Initial Takedown Parcel Developer shall provide a performance bond, completion guarantee, or other similar security for its development and construction of Phase 1 pursuant to this Agreement and the Entitlements. Such security (i) shall be acceptable to the City and the CRA in their reasonable discretion, (ii) shall be issued by a bonding company with no less than an A rating during the year the performance bond is first issued (rating provided by A.M. Best Company, Inc.), (iii) shall be for the benefit of the City and the CRA (and may also be for the benefit of the lender providing acquisition and construction financing for Phase 1), and (iv) may allow such lender to be the primary beneficiary or obligee of such bond or guarantee.

3.3 *Interim Use of Phase 2 Parcel and Phase 3 Parcel*. Prior to the development and construction of or on the Phase 2 Parcel and/or the Phase 3 Parcel as provided herein, the City and/or the CRA shall be entitled to use either or both such undeveloped Parcel(s) for festivals or other temporary events, provided that: (i) the City and/or the CRA, as applicable, obtains the prior written consent of the Developer for any such use or event, such consent not to be unreasonably withheld, conditioned or delayed; and (ii) any damage to or destruction of such Parcel(s) resulting from or caused by such use shall not be considered normal wear and tear and shall constitute Changed Conditions to the extent such damage or destruction materially and adversely affects the intended development and use of the Phase 2 Parcel and/or the Phase 3 Parcel, as applicable.

3.4 *Recapture of Phase 4 Parcel*. In the event Developer has not commenced construction of a hotel (or other use approved by the City and the CRA) on the Phase 4 Parcel by the Phase 4 Commencement Deadline, the CRA shall have the one-time right to recapture the Phase 4 Parcel provided that the City or CRA, at its expense, provides alternate parking to replace the Interim Parking. In the event the CRA is entitled to recapture the Phase 4 Parcel as

provided herein (the "Recapture Right"), then the CRA shall exercise the Recapture Right by delivering written notice thereof to Developer within thirty (30) days after the Phase 4 Commencement Deadline. If the CRA fails to deliver such Recapture Notice within such thirty (30) day period, then the Recapture Right shall automatically terminate and be of no further force and effect (and upon the request of Developer, the CRA shall execute a written acknowledgement of such termination in recordable form and provide the same to Developer).

If the CRA properly and timely exercises the Recapture Right, then the CRA and Developer shall negotiate diligently and in good faith a parking easement agreement by which alternate parking to replace the Interim Parking is provided to serve the Phase 1 Parcel (the "Alternate Parking Agreement"). Within thirty (30) days after Developer and the CRA have agreed on the form of Alternate Parking Agreement, the Phase 4 Parcel shall be conveyed by Developer to the CRA in accordance with the following: (i) Developer shall convey the Phase 4 Parcel to the CRA by special warranty deed, subject only to the Permitted Exceptions and to such other title exceptions and matters as are reasonable or necessary for the development and use of the Phase 1 Parcel; (ii) the conveyance of the Phase 4 Parcel shall be for no additional consideration or purchase price; (iii) at the time of such conveyance, the Phase 4 Parcel shall not, due to any acts or omissions of Developer, contain any Hazardous Materials in violation of any applicable Environmental Laws; (iv) the CRA shall take title to the Phase 4 Parcel in its then-current "AS IS" and "WHERE IS" condition; (v) the Parties each shall deliver the closing documents, duly executed in accordance with applicable law, contemplated in Sections 4.11(b)(ii)-(v) below; (vi) the CRA shall be responsible for the payment of the Florida documentary stamp tax payable on the special warranty deed, if any, and for the per-page cost of recording the deed and any other documents to be recorded in connection therewith, and each Party shall pay their own attorney fees; (vii) taxes and other assessments shall be prorated consistent with Section 4.11(d) below; (viii) the CRA shall not have the right to assign the Recapture Right without the prior written consent of Developer, which consent shall be within Developer's sole and absolute discretion; and (ix) the Parties otherwise shall exercise diligent, good faith efforts to consummate the reconveyance of the Phase 4 Parcel to the CRA consistent with the terms, conditions and intent of this Agreement.

PART 4 - PARCEL TAKEDOWNS AND CLOSINGS

4.1 *Parcel Takedowns*. The CRA hereby grants to Developer the exclusive right and option to acquire the Parcels during the term of this Agreement, subject to and upon the terms and conditions set forth in this Agreement (the "Option"). The Option shall be exercisable by Developer during the term of this Agreement only in accordance with and subject to the terms and conditions hereinafter set forth.

For the purposes of this Section 4.1, Developer shall exercise its Option with respect to a Parcel by delivering a Takedown Notice with respect to such Parcel to the CRA. The Option with respect to such Takedown Parcel shall be properly and effectively exercised in such Takedown Notice if, and only if, the Option is exercised in accordance with the provisions of this Agreement, and at the time of such exercise, Developer shall be in substantial compliance with all of its covenants and obligations under and pursuant to this Agreement. Upon the proper exercise of the Option with respect to a Parcel by Developer, this Agreement thereupon shall mature into and constitute an agreement for sale and purchase between the CRA and Developer

with respect to the Takedown Parcel. Such agreement shall be and constitute an agreement of the CRA to sell and convey the Takedown Parcel to Developer and the agreement of Developer to acquire the Takedown Parcel from the CRA, upon the terms and conditions set forth in this Agreement. The CRA and Developer shall execute a written acknowledgement and confirmation of their respective obligations to sell and purchase the Takedown Parcel within thirty (30) days after the later of: (1) the completion of the tests, studies and investigations process as provided in Section 4.4 below, (2) the completion of the title review and cure process as provided in Section 4.5 below, or (3) the completion of the survey review and cure process as provided in Section 4.6 below. Further, the Closing with respect to such Takedown Parcel shall be subject to all the other terms, conditions and contingencies set forth in this Agreement.

The Parties acknowledge and agree that the proposed development of the Project by Developer is a material consideration for the CRA's willingness to enter into this Agreement. Developer acknowledges and agrees that it intends to pursue the approval, development and construction of the Project diligently and in good faith. However, the CRA hereby acknowledges and agrees that Developer's willingness and ability to proceed with development of the Project is dependent upon demand, market conditions and the ability to secure financing for each portion of the Project. Accordingly, the Parties have agreed that the acquisition, development and construction of Parcels shall be subject to and in accordance with the Takedown schedule and the various contingencies set forth in this Agreement, to allow Developer the reasonable ability to develop based on demand, market conditions and availability of financing while ensuring that Developer will proceed with the acquisition and development of Parcels diligently and in good faith.

Notwithstanding anything in this Section 4.1 to the contrary, however, Developer shall not be deemed in default hereunder if and to the extent Developer is unable, in good faith, to meet any of the foregoing deadlines as a result of Force Majeure. For the purposes of this paragraph, "Force Majeure" also shall mean that Developer is unable, in good faith, to meet any of the deadlines set forth in this Agreement as a result of a Force Majeure event. Further, for the purposes of this Section 4.1 only, "Force Majeure" also shall mean and include the general unavailability of development and construction financing unrelated to the Developer's financial condition, or mutually recognized and severe economic conditions. In the event of any of the circumstances described in the foregoing clause, the Takedown schedule shall be tolled and extended by a reasonable period until such Force Majeure condition(s) have terminated or subsided.

4.2 *Purchase Price and Method of Payment*. The CRA shall convey the Initial Takedown Parcel to Developer for no additional consideration beyond Developer's agreement to perform the terms and conditions of this Agreement diligently and in good faith, and for and in consideration of the public purpose served by the development of Phase 1 and, potentially, the remainder of the Project, in accordance with this Agreement. Subject to adjustments and prorations provided in this Agreement, the purchase price for the Phase 2 Parcel shall be One Million Five Hundred Thousand Dollars ($1,500,000.00) and the purchase price for the Phase 3 Parcel shall be One Million Five Hundred Thousand Dollars ($1,500,000.00).

The purchase price for a Takedown Parcel shall be paid in cash by wire transfer paid to the CRA at Closing, plus such lesser or greater amounts as may be required as a result of prorations and adjustments in accordance with this Agreement.

4.3 *Consideration and Periodic Earnest Money Deposits*. The Parties acknowledge that the money expended by Developer in connection with this Agreement, including but not limited to preparation of plans, the Parking Study, and other due diligence shall serve as the consideration for entering into this Agreement. In addition, concurrently with the full execution of this Agreement by the Parties and continuing on each anniversary of the Effective Date thereafter until (and including) _____, 2024, Developer shall deposit with Escrow Agent a Periodic Earnest Money Deposit in the amount of Thirty Thousand Dollars ($30,000.00). Commencing on _____, 2025 and continuing on each anniversary of the Effective Date thereafter until (and including) _____, 2027, Developer shall deposit with Escrow Agent a Periodic Earnest Money Deposit in the amount of Fifty Thousand Dollars ($50,000.00). Developer's obligation to deliver Periodic Earnest Money Deposits hereunder shall terminate upon the acquisition of Parcel 2 and Parcel 3. Each Periodic Earnest Money Deposit shall be at risk and non-refundable to Developer, except in the event of a default by the City or the CRA or as otherwise specifically set forth in this Agreement; notwithstanding the foregoing, all Periodic Earnest Money Deposits shall be applicable to the purchase price for the Phase 2 Parcel and the Phase 3 Parcel.

4.4 *Feasibility Period*. During the Feasibility Period, Developer and its agents, employees and representatives, upon reasonable prior notice to the CRA, shall have the right to enter upon the Property and investigate the condition of the Property at Developer's expense, including, without limitation, the survey, title, environmental, geotechnical, physical, market, and economic condition thereof, and determine whether the same is acceptable in Developer's sole discretion. For purposes of this Agreement, all reports, studies and analyses of the Property prepared by or on behalf of Developer during the Feasibility Period are collectively referred to as the "Due Diligence Reports". The CRA has provided the Property Reports to Developer on or before the Effective Date.

Developer and its representatives, agents, employees and consultants shall exercise due care and ordinary prudence in performing such inspections, examinations, investigations and tests and shall be responsible for all liabilities and obligations arising from such inspections, examinations, investigations and tests and shall, prior to entering onto the Property, and provide the CRA evidence of a general liability insurance policy in an amount of not less than $1,000,000.00 which names the City and the CRA as additional insureds. After completion of such inspections and tests, Developer, at its sole cost, shall restore the Property disturbed by such inspections, tests and surveys, to the condition existing immediately prior thereto.

Developer may terminate this Agreement for any reason by notifying the City and the CRA in writing on or before the expiration of the Feasibility Period. Upon any termination of this Agreement by Developer pursuant to this Section 4.4, the initial Periodic Earnest Money Deposit shall be refunded to the Developer and the Parties shall have no further obligations or liability hereunder except those which specifically survive the termination hereof, and Developer shall deliver to the City and the CRA copies of all Due Diligence Reports (excluding any of Developer's proprietary or confidential information). Such documents delivered to the City and

the CRA shall become the property of the City and the CRA, with the understanding that Developer makes no representations or warranty with regard to, and the City and the CRA shall have no rights of reliance on, such Due Diligence Reports except to the extent the same are certified to the City and the CRA. The City and the CRA each hereby specifically acknowledge and agree that in no event shall Developer be obligated to provide the City or the CRA with any of Developer's marketing, financial, proprietary or confidential information or materials.

In the event Developer does not terminate this Agreement within the Feasibility Period, Developer shall be deemed to have approved the Property in its Base Property Condition. Notwithstanding the foregoing, with respect to the Phase 2 Parcel and the Phase 3 Parcel, Developer shall have a period of sixty (60) days after the date of delivery of the Takedown Notice for such Parcels (the "Takedown Inspection Period") within which to perform any additional or updated surveys, soil test borings, environmental testing, environmental audit, or any other studies, tests or investigations on or about the Takedown Parcel as Developer may desire or deem necessary in order to update the Base Property Condition of the Takedown Parcels. Developer may extend the Takedown Inspection Period by thirty (30) days (to a total of 90 days), upon written notice to the City and the CRA delivered within forty (40) days after the date of the Takedown Notice. In the event any new tests, studies and investigations conducted by Developer during the Takedown Inspection Period disclose or reveal Changed Conditions with respect to the Takedown Parcel then Developer, at its election and in its sole and absolute discretion, may either: (i) provide the CRA a period of time, not to exceed sixty (60) days, within which to remedy or cure the Changed Conditions at the CRA's sole cost and expense; (ii) proceed with the Closing for the Takedown Parcels notwithstanding the Changed Conditions, provided that Developer shall receive a credit at Closing equal to the reasonable cost to cure and remedy such Changed Conditions; or (iii) terminate this Agreement with respect to the Takedown Parcels only, in which case neither Developer nor the CRA shall have any further obligation to the other under the terms of this Agreement with respect to such Takedown Parcels. Notwithstanding the foregoing, in the event the Changed Conditions result from acts of God, the CRA shall have no obligation under clause (i) above to remedy or cure the Changed Conditions.

Developer agrees to indemnify, defend and hold the City and the CRA harmless from and against all fines, expenses, penalties, costs, claims, liabilities and expenses, including reasonable attorneys' fees and other costs, incurred, sustained by, or asserted against the City and the CRA arising from the inspections and entries by or on behalf of Developer pursuant to this Section 4.4. The foregoing indemnification shall survive the Takedown Closings or the earlier termination of this Agreement.

4.5 *Title Insurance*. Within twenty (20) days following (i) the Effective Date with respect to the Property and (ii) the delivery of the Takedown Notice with respect to a Takedown Parcel, Developer shall cause the title company of its choice (the "Title Company") to issue and deliver to Developer, at Developer's expense, an ALTA title commitment (the "Title Commitment") accompanied by one copy of each document supporting any exception to the Title Commitment. For purposes hereof, the term "Title Commitment" shall mean the Title Company's commitment to issue an Owner's Policy of Title Insurance insuring the fee simple title to the Takedown Parcel subject only to the Permitted Exceptions.

If the Title Commitment reflects matters other than the Permitted Exceptions and the standard pre-printed exceptions for ad valorem real estate taxes for the current year and those matters which will be discharged at or prior to Closing, then Developer shall give the CRA written notice thereof before the expiration of ten (10) business days after receipt of the Title Commitment. In such event, Developer shall state which exceptions to the Title Commitment are objectionable, and the CRA shall undertake to eliminate such exceptions. In the event the CRA is unable with the exercise of reasonable diligence to satisfy said objections prior to Closing, Developer may, in its sole and absolute discretion, either: (a) accept title subject to the objections raised, in which event said objections shall be deemed to be waived for all purposes, or (b) terminate this Agreement with respect to the applicable portion of the Property, in which case the Earnest Money Deposit shall be refunded to the Developer and neither Developer nor the CRA shall have any further obligation to the other under the terms of this Agreement with respect to such portion of the Property. For the purposes of this Section 4.5, all matters and exceptions reflected in the Title Commitment that are either (x) included in Exhibit "D" attached hereto, or (y) accepted by Developer, shall be collectively referred to as "Permitted Exceptions".

4.6 *Survey*. Developer may, at its election and at its expense, within thirty (30) days after (i) the Effective Date with respect to the Property and (ii) the delivery of the Takedown Notice with respect to a Takedown Parcel, obtain a current survey of the applicable portion of the Property (a "Survey"). Any Survey shall be prepared by a duly licensed land surveyor selected by Developer, in accordance with the minimum technical standards for surveyors in the State of Florida. If the Survey reveals any encroachment, hiatus, overlap, or other survey defect that (a) with respect to a Survey obtained during the Feasibility Period, reflects matters objectionable to Developer in its commercially reasonable discretion, or (b) with respect to a Survey obtained during a Takedown Inspection Period, constitutes Changed Conditions, then in either event the same shall be treated as an objection to title, which objection must be made, if at all, by Developer by written notice to the CRA before the expiration of five (5) business days after receipt of the Survey. In such event, Developer shall state what matters depicted in the Survey are objectionable, and the CRA shall undertake to eliminate such objections in accordance with the same standards and requirements set forth in Section 4.5 for title objections. In the event the CRA is unable with the exercise of reasonable diligence to satisfy said objections prior to Closing, Developer may, in its sole and absolute discretion, either: (1) accept title subject to the objections raised, in which event said objections shall be deemed to be waived for all purposes, or (2) terminate this Agreement with respect to the applicable portion of the Property only, in which case the Earnest Money Deposit shall be refunded to the Developer and neither Developer nor the CRA shall have any further obligation to the other under the terms of this Agreement with respect to such portion of the Property. For the purposes of this Section 4.6, all matters and exceptions reflected in the Survey that are either (x) included in Exhibit "D" attached hereto, or (y) accepted by Developer, shall be collectively referred to as "Permitted Exceptions.

4.7 *Environmental*. The CRA represents and warrants to Developer, to the best of the knowledge of the CRA, and except as disclosed in the Property Reports, that each Takedown Parcel does not contain any Hazardous Materials in violation of any applicable Environmental Laws. Without limiting the foregoing, Developer acknowledges and agrees that it is aware of the following environmental matters as and to the extent described in the Property Reports: (i) soil and groundwater contamination on Parcel 1, for which a monitoring well is currently installed;

and (ii) shallow and deep organic soil deposits located on Parcel 2. The terms and conditions of this Section 4.7 shall survive the Closings or the earlier termination of this Agreement.

4.8 *Access to the Properties; Records and Other Information*. For the purposes of this Section 4.8: (i) during the term of this Agreement Developer or its agents shall be the "inspecting party" with respect to those portions of the Property which have not been the subject of a Takedown Closing, and (ii) during a Takedown Inspection Period, Developer or its agents shall be the "inspecting party" with respect to a Takedown Parcel. The Parties agree that the inspecting party shall have the right to enter upon the applicable portions of the Property (the "Inspected Property") to make such surveys, tests, inspections, analyses and similar examinations as the inspecting party may desire with respect to the Inspected Property. The inspecting party shall have the right to enter upon the Inspected Property for such activities provided said activities shall not materially damage the Inspected Property. The inspecting party agrees to deliver copies of all such tests, reports, surveys, and examinations to the CRA in the event the inspecting party elects not to acquire the Inspected Property. The inspecting party agrees to restore the Inspected Property to substantially the same condition as existed prior to its access thereto. Within five (5) days after the date of any Takedown Notice, the City and the CRA shall deliver to the inspecting party all analyses, studies, reports and records generated or prepared after the Effective Date, including all environmental reports and related data, pertaining to the Inspected Property, including the permits, plans, building inspection reports, and any other records or information or documents that the inspecting party may reasonably request, with respect to the Inspected Property that are in the City's and/or the CRA's possession or control.

4.9 *Representations and Warranties*. The following representations and warranties made by the City and the CRA to Developer are true and correct as of the Effective Date and shall be true and correct as of each Closing Date, and the truthfulness and correctness thereof shall constitute conditions precedent to Developer's obligation to close on the Takedown Property. For the purposes of this Section 4.9, the term "Takedown Parcel" shall mean all of the Property as of the Effective Date of this Agreement. Each of the following representations and warranties are, however, subject to and limited by the disclosures set forth elsewhere in this Agreement.

(a) Marketable Title. The CRA shall convey and deliver at Closing good and marketable title to the Takedown Parcel by Special Warranty Deed, in form and content reasonably acceptable to Developer, free and clear of all mortgages, liens, encumbrances, leases, security interests, covenants, conditions, restrictions, rights-of-way, easements, judgments and other matters affecting title, except for Permitted Exceptions.

(b) No Condemnation Pending or Threatened. The City and the CRA have no knowledge of any pending or threatened condemnation or similar proceeding affecting the Takedown Parcel or any portion thereof, nor does the CRA have knowledge that such action is contemplated.

(c) Adverse Information. The City and the CRA have no knowledge of any changes contemplated in any Applicable Laws, or any action by adjacent landowners, or natural or artificial conditions upon the Takedown Parcel, which would prevent, limit, impede or render more costly, the current or proposed use of the Takedown Parcel.

(d) Compliance with Laws. The City and the CRA have no knowledge of any violation of any Applicable Laws pertaining to or affecting the Takedown Parcel. The City and the CRA have no knowledge that performance of this Agreement would result in any breach of or constitute any default under or result in the imposition of any lien or encumbrance upon the Takedown Parcel under any agreement or other instrument to which the City or the CRA is a party or to which the City, the CRA or the Takedown Parcel might be bound. The City and the CRA have received no notices from any association, city, county, state, or other governmental authority of building, land use, zoning or health code violations in respect to the Takedown Parcel that have not been corrected.

(e) Pending Litigation. There are no legal actions, suits, or other legal or administrative proceedings including condemnation cases pending against, relating to or affecting the Takedown Parcel. The City and the CRA have no knowledge of any legal actions, suits, or other legal or administrative proceedings threatened against the Takedown Parcel. The City and the CRA are not aware of any facts which might result in any such action, suit or other proceedings.

(f) No Special Assessments or Obligations for Improvements. The City and the CRA have no knowledge that any portion of the Takedown Parcel is affected by any special assessments or obligations for roads or other improvements.

(g) Access to Highways and Roads. The City and the CRA have no knowledge of any fact or condition which would result in the termination of ingress and egress to publicly maintained and dedicated streets and access ways affecting the Takedown Parcel.

(h) Commitments to Governmental Authority. To the City's and the CRA's knowledge, no commitments have been made to any Governmental Authority, utility company, school board, church or other religious body or any property owners' association or to any other organization, group or individual relating to the Takedown Parcel which would impose an obligation upon Developer or its successors and assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Takedown Parcel. There is no requirement that any owner of the Takedown Parcel pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Takedown Parcel. The provisions of this Section 4.9(h) shall apply to any regular or non-discriminatory local real estate taxes assessed against the Takedown Parcel.

(i) Subsurface Conditions. Except as otherwise disclosed in this Agreement or in the Base Property Condition, the City and the CRA have no knowledge of any environmental, soil, or subsurface conditions located on the Takedown Parcel which would impair the usability or developability of such Takedown Parcel for its proposed use.

(j) Environmental. To the City's and the CRA's knowledge, all of the statements regarding environmental matters contained in this Agreement and in the Property Reports are true and correct.

(k) Contracts. The City and the CRA represents that there are no leases, rights of first refusal, options or contracts, oral or written, in existence pertaining to the Takedown Parcel. Neither the City, the CRA nor any person authorized to act on their behalf, is a party to any written, oral or implied contract, agreement, lease or other commitment affecting or relating to the Takedown Parcel, including, without limitation, agreements for the purchase of goods or the rendering of services.

(l) Physical Condition of Improvements. Except as may be set forth in the representations and warranties contained herein, the City and the CRA make no representation or warranty as to the condition of the buildings, structures and other improvements located on the Takedown Parcel, or any systems or components thereof, said buildings, structures and other improvements to be acquired in their "AS IS" and "WHERE IS" condition.

4.10 *Permit Contingency*. The City and the CRA hereby acknowledge and recognize that Developer will acquire the Takedown Parcel hereunder with the intent to use and develop such Takedown Parcel for either residential or commercial development, as applicable, and that Developer is unwilling to acquire the Takedown Parcel unless such Takedown Parcel can be used and developed for residential or commercial purposes upon such acquisition. Accordingly, Developer's obligation to acquire a Takedown Parcel hereunder shall be specifically subject to and contingent upon Developer's receipt prior to Closing of all Permits for the contemplated development and construction on such Takedown Parcel. In the event Developer determines in its sole discretion that the Takedown Parcel is not suitable for Developer's intended purpose for any reason whatsoever, Developer shall be relieved from the obligations of this Agreement with respect to the purchase and acquisition of such Takedown Parcel.

4.11 *Provisions with Respect to Closing*.

(a) Closing Date. The consummation of a Takedown transaction contemplated by this Part 4 ("Closing") shall occur within thirty (30) days following the satisfaction of the Permit contingency set forth in Section 4.10 above (the "Closing Date"), at the offices of Developer's counsel, Lowndes, Drosdick, Doster, Kantor & Reed, P.A. ("Closing Agent").

(b) Obligations at Closing. On the Closing Date, Developer, the CRA and the City (as applicable) shall each deliver all of the following closing documents, duly executed in accordance with applicable law (together, the "Closing Documents"):

(i) Special warranty deed conveying the Takedown Parcel subject only to the Permitted Exceptions. The legal description of the Takedown Parcel on the deed shall be as contained in the Survey and the Title Commitment;

(ii) Standard form owner's affidavit attesting (among other things) to the lack of any parties in possession of the Takedown Parcel, the lack of any

unrecorded easements affecting the Takedown Parcel and certifying that no improvements have been undertaken thereon within the preceding ninety (90) days for which the cost thereof has not been paid;

(iii) Such other affidavits as may reasonably be required by either Party, the Title Company, or Closing Agent;

(iv) A closing statement, and such other documents and instruments or assignments as may reasonably be requested by either Party to consummate the conveyance of the Takedown Parcel;

(v) Such other documents and agreements as may be reasonably required by either Party or as are contemplated by this Agreement to effectuate the Closing; and

(vi) With respect to the Closing for the Initial Takedown Parcel, the Lake Mechanical Parking Agreement.

(c) Closing Expenses. Each Party shall deliver to Closing Agent its share of the Closing expenses. The CRA shall be responsible for the payment of the Florida documentary stamp tax payable on the special warranty deed, if any (regardless of the provisions of Florida law exempting the CRA from the payment thereof). Developer shall be responsible for the premium for the title insurance policy. Developer shall be responsible for the per-page cost of recording the deed and for one-half (½) of the per-page cost of recording the other documents to be recorded in connection therewith. Each Party shall pay their own attorney fees.

The Parties may mutually agree to close the transaction in escrow, in order to execute the Closing Documents in advance and be prepared to consummate the transaction contemplated at a later date, all in accordance with an escrow agreement to be mutually agreed upon by the Parties.

(d) Proration of Rents, Taxes, Utilities, and Miscellaneous Expenses. Taxes for all years prior to the year of the Closing, and taxes for the year of Closing if then due, if any, shall be paid by the CRA. The conveyance shall be subject to taxes for subsequent years. Taxes for the tax year of Closing shall be prorated to the date of Closing, based upon the amount of taxes due for such year, if known, or the taxes for the preceding year, based upon the maximum discount allowable as of the date of Closing; provided, however, that upon the issuance of the actual tax statement or bill for the year of the Closing, if the actual tax varies from the amount prorated by more than five percent (5%), the Parties shall promptly make such re-prorations as may be necessary to ensure that the actual amount of such taxes for the year of Closing shall be prorated between the Parties, said agreement to survive Closing hereunder. All special assessments which have been levied or certified prior to Closing, if any, shall be paid in full by the CRA and any pending assessments shall be assumed by Developer.

4.12 *Assignment*. Developer may not assign its rights or obligations to acquire a Takedown Parcel under this Agreement without the prior written consent of the CRA, which

consent not to be unreasonably withheld, conditioned, or delayed; provided, however, Developer may assign its rights and obligations to acquire a Takedown Parcel prior to Closing, without the CRA's consent and in whole or in part, to an entity that is affiliated with Developer. For purposes of this Section 4.12, "affiliate" means any other entity that Atrium Management Company, LLC (or its principals) and/or PRN Real Estate & Investments, Ltd. (or its principals) controls or manages. For the purposes of this definition, the term "controls or manages" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the entity in question, whether by the ownership of voting securities, contract or otherwise. Any reference to "Developer" in this Agreement shall mean and refer to an assignee under this Section 4.12 upon such assignment and with respect to the Takedown Parcel with respect to which such rights or obligations are assigned.

4.13 *Brokerage/Hold Harmless*. Developer, the City and the CRA each hereby represents and warrants that no broker, agent or finder has been employed by them in connection with this Agreement. Each Party shall indemnify and hold harmless the other Party from and against any commissions or fees or claims for commissions or fees arising under the indemnifying Party, which indemnification shall expressly survive any Closing.

4.14 *Tax Reporting Numbers*. The Parties agree to provide their tax identification numbers to the Closing Agent prior to Closing.

4.15 *Land Use*. Prior to Closing, the CRA will maintain each Takedown Parcel in a condition comparable to its condition as of the Effective Date and will not engage in or permit any activity that would materially alter the Takedown Parcel's condition without Developer's prior written consent.

4.16 *Non-Merger*. The provisions of all paragraphs of this Agreement which by their sense and context are intended to survive the Closing, shall so survive, and shall not be merged in the deed of conveyance from the CRA to Developer at Closing.

4.17 *1031 Exchange*. The Parties mutually agree that Developer may structure a Takedown transaction as part of an exchange in such a manner as shall qualify under the provisions of the Internal Revenue Service Code Section 1031. Developer and the CRA agree to cooperate in executing contracts or documents necessary to the exchange. Developer and the CRA shall bear all of their own costs and/or expenses not anticipated by this Agreement or occasioned by the exchange. This provision shall survive the Closing.

PART 5 - MISCELLANEOUS

5.1 *Default; Dispute Resolution*. In regard to any disputes that may arise under this Agreement, it is the intent of the Parties that any such disputes be resolved amicably and, to the extent reasonably possible, without litigation. In that regard, in the event any dispute should arise and is not resolved at a management level, any Party shall have the right, exercisable by written notice to the other Party (an "Impasse Notice"), to refer such matter for resolution by the Parties' designated representatives. In the event an Impasse Notice is sent, then the Parties shall meet and attempt to resolve said matter in an amicable fashion within thirty (30) days after the date of the Impasse Notice (or sooner, if possible). If said dispute cannot be resolved within said

thirty (30) day period, then the dispute shall be submitted to non-binding mediation as provided below.

Non-binding mediation shall be a condition precedent to initiating litigation or other dispute resolution relating to an Impasse Notice. The Parties shall endeavor to resolve the dispute which is the subject of the Impasse Notice by mediation using a third-party mediator mutually approved by the Parties. A request for mediation shall be made in writing, delivered by one Party to the other Party, and filed with the Person administering the mediation. The Parties shall endeavor in good faith to settle the dispute in an amicable manner within forty-five (45) days of submission to non-binding mediation.

The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any Party may, within thirty (30) days from the date that mediation has been concluded without resolution of the dispute or sixty (60) days after mediation has been demanded without resolution of the dispute, proceed to pursue its other remedies at law or in equity pursuant to this Agreement.

The foregoing shall not be construed to limit or impede any Party's right to seek any available injunctive or similar equitable relief, nor to enforce a monetary award from mediation, in the courts.

Notwithstanding anything in this Section 5.1 to the contrary, however, the following provisions shall apply to a default by Developer with respect to the Closing of the Phase 2 Parcel and Phase 3 Parcel. In the event Developer fails to consummate the Closing for the Phase 2 Parcel and Phase 3 Parcel by the Closing Date established pursuant to Section 4.11(a) above, and such failure represents a default on the part of Developer hereunder, then Developer shall have the right to extend the Closing Date for up to three (3) additional periods of thirty (30) days each, upon delivery of written notice thereof to the CRA and delivery of an Extension Fee in the amount of Ten Thousand Dollars ($10,000.00) to Escrow Agent for each extension. In the event Developer fails to consummate the Closing for the Phase 2 Parcel and Phase 3 Parcel by the Closing Date (as the same may be extended), then the CRA's sole remedy shall be to terminate this Agreement and receive the Earnest Money Deposit as liquidated damages, and not as a penalty. The Parties agree it would impractical or difficult to fix the actual damages to the CRA in the event of Developer's foregoing default, and the Parties have agreed that a reasonable estimate of such damages is the amount of the Earnest Money Deposit.

5.2 *Notices*. Whenever any notice, demand, or request is required or permitted, the notice, demand, or request will be sent by United States Mail, registered or certified, by hand delivery, or by overnight delivery, postage prepaid, to the addresses below.

If to the CRA or City:	City of Eustis CRA Attn: Economic Development Director 10 North Grove Street Eustis, FL 32726 Telephone: _____

With a copy to:	Derek A. Schroth, City Attorney Bowen & Schroth, P.A. 600 Jennings Avenue Eustis, FL 32726 Telephone: 352-589-1414
If to Developer	Adam Wonus Atrium Management 1509 S. Orange Avenue Orlando, FL 32806 Telephone: 407-585-2721 AND Nancy A. Rossman PRN Real Estate & Investments, Ltd. 3200 S. Hiawassee Road Suite 205 Orlando, FL 32835 Telephone: 407-230-2536
With copy to:	M. Rebecca Wilson, Esquire Lowndes, Drosdick, Doster, Kantor & Reed, P.A. 215 N. Eola Drive Orlando, Florida 32801 Telephone: 407-418-6250
If to Escrow Agent:	M. Rebecca Wilson, Esquire Lowndes, Drosdick, Doster, Kantor & Reed, P.A. 215 N. Eola Drive Orlando, Florida 32801 Telephone: 407-418-6250

Any notice, demand, or request served on either of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail in accordance with the preceding portion of this Section 5.2; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to. However, at no time will any Party be required to send more than an original and two copies of any notice, demand, or request required or permitted. Written

requirements of the Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. No Party may claim any waiver by another Party of such notice requirements based upon such other Party having actual knowledge, implied, oral or constructive notice, lack of prejudice or any other ground as a substitute for failure of a Party to comply with the express written notice requirements herein. Electronic e-mails do not constitute effective notice under this Agreement.

5.3 *Estoppel Certificate*. Each of the Parties shall, upon the reasonable request of another Party (or any current or prospective source of financing for Developer), and in each case within ten (10) business days after the other Party has requested it, execute and deliver to the appropriate Parties a certificate in recordable form stating:

(a) that this Agreement is unmodified and is in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications or, if this Agreement is not in full force and effect, that such is the case);

(b) to the knowledge of the Party providing the certificate, that there are no defaults by it or the other Parties (or specifying each such default as to which it may have knowledge);

(c) to its knowledge, whether there are any counterclaims against the enforcement of any Party's obligations; and

(d) any other matters reasonably requested.

5.4 *Applicable Law*. This Agreement will be interpreted and construed under and governed by the laws of Florida.

5.5 *Amendment; Waiver*. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Agreement. The failure of any Party to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by any Party of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of either the applicable Party.

5.6 *Consent*. Unless otherwise specifically provided herein, no consent or approval by a Party permitted or required under the terms of this Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by the Party by or on whose behalf such consent is given.

5.7 *Parties in Interest; Limitations on Rights of Others*. The terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable solely by the Parties and their permitted successors and assigns, and nothing in this Agreement or by virtue of the transactions

contemplated hereby, whether express or implied, shall be construed to constitute, create or confer rights, remedies or claims in or upon any Person (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the Parties to such Persons, or to permit any Person other than the Parties hereto and their respective successors and assigns to rely upon or enforce the covenants, conditions and agreements contained herein, except as otherwise specifically provided herein.

5.8 *Relationship of Parties*. The relationship of the Parties under this Agreement is that of independent parties, each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership, joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

5.9 *Further Assurances*. The Parties shall execute, acknowledge and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as any Party shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated thereby.

5.10 *No Personal Liability*. All costs, obligations and liabilities under this Agreement on the part of the Parties are solely the responsibility of the respective Party, and no partner, stockholder, member, director, officer, official, employee, agent or elected or appointed official of any Party to this Agreement shall be personally or individually liable for any costs, obligations or liabilities of such Party under this Agreement and each such Person may raise this Section 5.10 as a defense to any action brought seeking to impose such costs, obligations or liabilities on it. Except as any Party to this Agreement may otherwise agree in writing with regard to its liability, all Persons extending credit to, contracting with or having any claim against any Party to this Agreement, may look only to the funds and property of such Party for payment of any such suit, contract or claim to the extent such Party is liable therefor, or for the payment of any costs that may become due or payable to them from any Party to this Agreement.

5.11 *Attorneys' Fees*. In the event of any controversy, claim or dispute between the Parties arising from or relating to this Agreement (including the enforcement of any indemnity provisions), the prevailing Party shall be entitled to recover reasonable costs, expenses and attorneys' fees. For all purposes of this Agreement and any other documents relating to this Agreement, the terms "attorneys' fees" or "counsel fees" shall be deemed to include paralegals, and wherever provision is made herein or therein for the payment of attorneys' or counsel fees or expenses, such provision shall include such fees and expenses (and any applicable sales taxes thereon) incurred in any and all judicial, bankruptcy, reorganization, administrative or other proceedings, including appellate proceedings, whether such fees or expenses arise before proceedings are commenced or after entry of a final judgment.

5.12 *Good Faith*. In exercising their rights and fulfilling obligations under this Agreement, each Party acknowledges that the other Party has acted to date in good faith and each Party agrees to continue to act in good faith. Each Party acknowledges that in each instance under this Agreement where a Party is obligated to exercise good faith or to use good faith, diligent or other similar efforts, such Party shall not be required to expend any funds, or grant any other consideration of any kind, in the performance of such undertaking, and each Party further acknowledges that the obligation of any Party to act in good faith, or undertake good

faith, diligent or other similar efforts does not constitute a warranty, representation or other guaranty that the result that the Parties are attempting to achieve shall be successfully achieved and no Party shall be liable for any failure to achieve the result or results intended so long as the Party has complied with its obligation to act in good faith.

5.13 *Radon*. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon or radon testing may be obtained from your County Public Health Unit.

5.14 *Risk of Loss*. Until the Closing is consummated, risk of loss with respect to the Property shall remain with the CRA.

5.15 *Condemnation*. If any authority having the right of eminent domain shall commence negotiations with the CRA or shall commence legal action against the CRA for the damaging, taking or acquiring of all or any part of the Property either temporarily or permanently, by condemnation or by exercise of the right of eminent domain, the CRA shall immediately give notice of the same to Developer. Upon the occurrence of any of the foregoing events, Developer shall have the right, at its option, to (i) terminate this Agreement by giving notice thereof to the CRA on or before thirty (30) days following Developer's receipt of notice of the same, in which event Developer shall be released of all further obligations hereunder and the Earnest Money Deposit shall be returned to Developer, or (ii) waive any objection and proceed with this Agreement and receive any and all condemnation proceeds allocated (or allocable) to Parcels which are or have been acquired by Developer hereunder.

5.16 *Escrow Agent*. The Escrow Agent shall not be liable for any actions taken in good faith, but only for its gross negligence or willful misconduct. The Parties hereby indemnify and hold harmless the Escrow Agent from and against any loss, liability, damage, claim, cost, fee or expense whatsoever (including reasonable attorney's fees at all trial and appellate levels) which the Escrow Agent may incur or be exposed to in its capacity as Escrow Agent hereunder except for its gross negligence or willful misconduct. If there be any dispute as to disposition of the Earnest Money Deposit or any proceeds held by the Escrow Agent pursuant to the terms of this Agreement, the Escrow Agent is hereby authorized to interplead said amount with any court of competent jurisdiction and thereby be released from all obligations hereunder. The City and the CRA hereby acknowledge that the Escrow Agent is the attorney for Developer. In the event of any dispute between the Parties arising from this Agreement, the City and the CRA hereby waive any claim of conflict of interest arising from the service of Developer's attorney as Escrow Agent and agrees that said law firm may represent Developer in any such dispute.

5.17 *Captions*. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

5.18 *Successors*. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, assigns and legal representatives.

5.19 *Time*. Time is of the essence with respect to all matters contained herein. Whenever any time period is to be computed hereunder, the day from which the period shall run is not to be included, and any period ending on a Saturday, Sunday or legal holiday will be extended to the next business day. The term "business day" means any day other than a Saturday, Sunday or any federal legal holiday.

5.20 *Validity*. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed by their duly authorized representatives as of the day and year first written above.

[SIGNATURES TO FOLLOW]

ATTEST:

_____
_____, City Clerk

THE CITY

CITY OF EUSTIS

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2021, by _____, as _____ of the City of Eustis, who is personally known to me.

NOTARY SEAL

_____
Notary Public

Print Name: _____

My Commission expires: _____

Witnesses:

CRA

DOWNTOWN AND EAST TOWN
REDEVELOPMENT AGENCY

_____ By: _____
Name: _____
Print Name: Title: _____
_____

_____

Print Name:
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2021, by _____, as _____ of Downtown and East Town Redevelopment Agency, on behalf of the agency and who is personally known to me or has produced _____ as identification.

NOTARY SEAL

_____
Notary Public

Print Name: _____

My Commission expires: _____

Witnesses:

DEVELOPER

_____
_____

_____
Print Name: _____

By: _____
Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 2021, by _____, as _____ of _____, a _____, on behalf of _____, who is personally known to me or has produced _____ as identification.

NOTARY SEAL

_____
Notary Public

Print Name: _____

My Commission expires: _____

JOINDER OF ESCROW AGENT

The undersigned, Lowndes, Drosdick, Doster, Kantor & Reed, P.A., joins in the execution hereof solely for the purpose of agreeing to act as Escrow Agent hereunder, as set forth herein.

LOWNDES, DROSDICK, DOSTER,
KANTOR & REED, P.A.

By: _____
Name: _____.

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Description of Phase 1 Parcel

Block 31, Official Map of Eustis, according to the map or plat thereof as recorded in Plat Book 1, Page 79, Public Records of Lake County, Florida
Less Phase 4 Parcel described below.

Description of Phase 2 Parcel

Block 30, Official Map of Eustis, according to the map or plat thereof as recorded in Plat Book 1, Page 79, Public Records of Lake County, Florida

Description of Phase 3 Parcel

Block 35, Official Map of Eustis, according to the map or plat thereof as recorded in Plat Book 1, Page 79, Public Records of Lake County, Florida

Description of Phase 4 Parcel

Sketch attached. Phase 4 Parcel is area labeled "Hotel." Description to be determined.





LEGEND

1. OUTDOOR FOOD COURT
2. PROMENADE
3. INDUSTRIAL THEME TOWER LIGHT FEATURE
4. SHUFFLE BOARD COURT
5. PACKING CRATE BENCHES
6. OUTDOOR DINING PATIO
7. ELEVATED PACKING CRATE STAGE WITH INTERACTIVE LIGHTING
8. SERVICE LOADING AREA

NAK design strategies

DOWNTOWN EUSTIS DEVELOPMENT PLAN | PUBLIC COURTYARD

DATE | 2020-10-30
SCALE | NTS

2

EXHIBIT "B"

CONCEPTUAL MASTER PLAN



Exhibit B – Page 1

EXHIBIT "C"

PERMITTED EXCEPTIONS

This exhibit is subject to change based on updated title work to be performed as part of the proposed transaction.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT

Exceptions for Block 1

Schedule B-II

Issuing Office File Number: 20-0021

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.

2. a. General or special taxes and assessments required to be paid in the year ~~2020~~ 2021and subsequent years.
   b. Rights or claims of parties in possession not recorded in the Public Records.
   c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
   d. Easements or claims of easements not recorded in the Public Records.
   e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.

3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*

4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

5. Rights of the lessees under unrecorded leases.

6. All matters contained on the Plat of Town of Eustis, as recorded in Plat Book 1, Page 79, Public Records of Lake County, Florida.

7. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Cliffords Division in the City of Eustis, as recorded in Plat Book 1, Page 21, Public Records of Lake County, Florida.

8. Resolution recorded in O.R. Book 2284, Page 451, Public Records of Lake County, Florida.

Schedule B-II

Issuing Office File Number: 20-0021

9. Ordinance recorded in O.R. Book 1368, Page 1368, Public Records of Lake County, Florida.

10. Amendment to ordinances recorded in O.R. Book 2203, Page 54, Public Records of Lake County, Florida.

11. Easement in favor of City of Eustis, contained in instrument recorded March 15, 1984, in O.R. Book 802, Page 1328, Public Records of Lake County, Florida.

12. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 195, Page 531, Public Records of Lake County, Florida.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT

Schedule B-II **Parcels 2 and 3 Exceptions**

Issuing Office File Number: 20-0022

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.

2. a. General or special taxes and assessments required to be paid in the year ~~2020~~ 2021 and subsequent years.
   b. Rights or claims of parties in possession not recorded in the Public Records.
   c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
   d. Easements or claims of easements not recorded in the Public Records.
   e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.

3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*

4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

5. All matters contained on the Plat of OFFICIAL MAP OF THE TOWN OF EUSTIS, as recorded in Plat Book 1, Page 79 being affected by Resolution No. 79-38 as recorded in O.R. Book 690, Page 2020 and by Resolution No. 82-13 as recorded in O.R. Book 757, Page 2362, Public Records of Lake County, Florida.

6. Easement as contained in Resolution No. 82-13 recorded in O.R. Book 757, Page 2362, Public Records of Lake County, Florida.

7. Easement in favor of City of Eustis, Florida recorded in O.R. Book 906, Page 1220, Public Records of Lake County, Florida.

Schedule B-II

Issuing Office File Number: 20-0022

8. Distribution Easement in favor of Florida Power Corporation recorded in O.R. Book 1023, Page 1161, Public Records of Lake County, Florida.

9. Ordinance No. 95-11 recorded in O.R. Book 1368, Page 1368, Public Records of Lake County, Florida.

10. Ordinance No. 02-73 recorded in O.R. Book 2203, Page 54, Public Records of Lake County, Florida.

11. Distribution Easement in favor of Florida Power Corporation doing business as Progress Energy Florida, Inc., a Florida corporation recorded in O.R. Book 3333, Page 2022, Public Records of Lake County, Florida.

12. Resolution No. 06-66 recorded in O.R. Book 3343, Page 2295, Public Records of Lake County, Florida.

13. Storm Water and Sewer Utility Easement in favor of City of Eustis, a Florida Municipal corporation recorded in O.R. Book 4012, Page 1015, Public Records of Lake County, Florida.

EXHIBIT "D"

PROPERTY REPORTS

Appraisals

- Folder: "2020 Appraisals"
  - "Northern Lot 200305C City of Eustis"
    - Parcel 2 Appraisal - 3/23/2020
  - Southern Lot 200305B City of Eustis"
    - Parcel 3 Appraisal - 3/23/2020
  - "Surface Parking Lot 200305A City of Eustis"
    - Parcel 1 Appraisal - 3/23/2020
- "Grove Street Blocks AICF"
  - Combination of Parcels 2 and 3 - 4/15/2009
- "Surface Lot Appraisal AICF"
  - Parcel 1 Appraisal - 4/15/2009
- "Surface Lot Appraisal Covert Appraisal Services"
  - Parcel 1 Covert Appraisal - 5/4/2009

Environmental

- Folder: "Nov 2019 Universal Report"
  - "Nov 2019 Universal Report Appendix B"
    - Appendix B of 2019 Environmental Report - Multiple Attachments and Figures of Varying Dates
  - "Nov 2019 Universal Report Appendix C and D"
    - Appendices C and D of 2019 Environmental Report - Multiple Charts and Data Readouts
  - "Nov 2019 Universal Report with Appendix A"
    - Universal Groundwater Sampling Report with Appendix A - 11/19/2019
- "Feb 2020 FDEP Response"
  - FDEP Approval of Site Closure Plan - 2/13/2020
- "Jan 2020 Letter from Universal to FDEP"
  - Universal Correspondence re: Site Closure Plan - 1/22/2020
- "Limited Site Assessment Bay Street Parcel July 2005"
  - Parcel 1 Environmental Site Assessment from Universal - 06/2005
- "Phase 1 Summary All Foundation Parcels July 2004"
  - Phase 1 Environmental for Multiple Parcels throughout Downtown Eustis - 07/2004
- "Phase 2 Map All Foundation Parcels Except Bay October 2004"

    - Map for Phase 2 Summary Below - 10/2004
- "Phase 2 Summary All Foundation Parcels Except Bay October 2004"
    - Phase 2 Environmental for Multiple Parcels throughout Downtown Eustis - 10/2004
- "Supplemental Environmental Bay Parcel April 23 2009"
    - Supplemental Environmental Report from Universal for Parcel 1 - 4/23/2009
- "Greenfield Environment"
    - Supplemental Environmental Report from Greenfield Environmental - 1/30/2017
- "ECS – General Assessment Report"
    - Supplemental Environmental Report from ECS - 11/21/2006

Geotechnical

- "Geotechnical Grove Blocks July 28 2005"
    - Universal Geotechnical Report for Combined Parcels 2 and 3 - 7/28/2005
- "Geotechnical Summary All Foundation Properties August 10 2004"
    - Universal Preliminary Geotechnical Report for multiple parcels throughout Downtown Eustis - 08/10/2004
- "Limited Geo Exploration Report Bay Block March 7 2020"
    - Universal Geotechnical Exploration Report for 4-Story Office Building on Parcel 1 - 3/7/2020

Impact Fees

- "Combined Impact Fee Docs"
    - All Impact Fee Documents Combined
- "Waterman Site School Impact Fees"
- "Waterman Site Transportation Impact Fees"
- "Waterman Site Water and Sewer Impact Fees"

Surveys

- "FS Stevenot Survey"
    - Survey for Combined Parcels 2 and 3 - 06/18/2013
- "FS Webb Survey 1"
    - Survey for Parcel 1 - 04/02/1999
- "FS Webb Survey 2"
    - Survey for Combined Parcels 2 and 3 - 06/14/1999

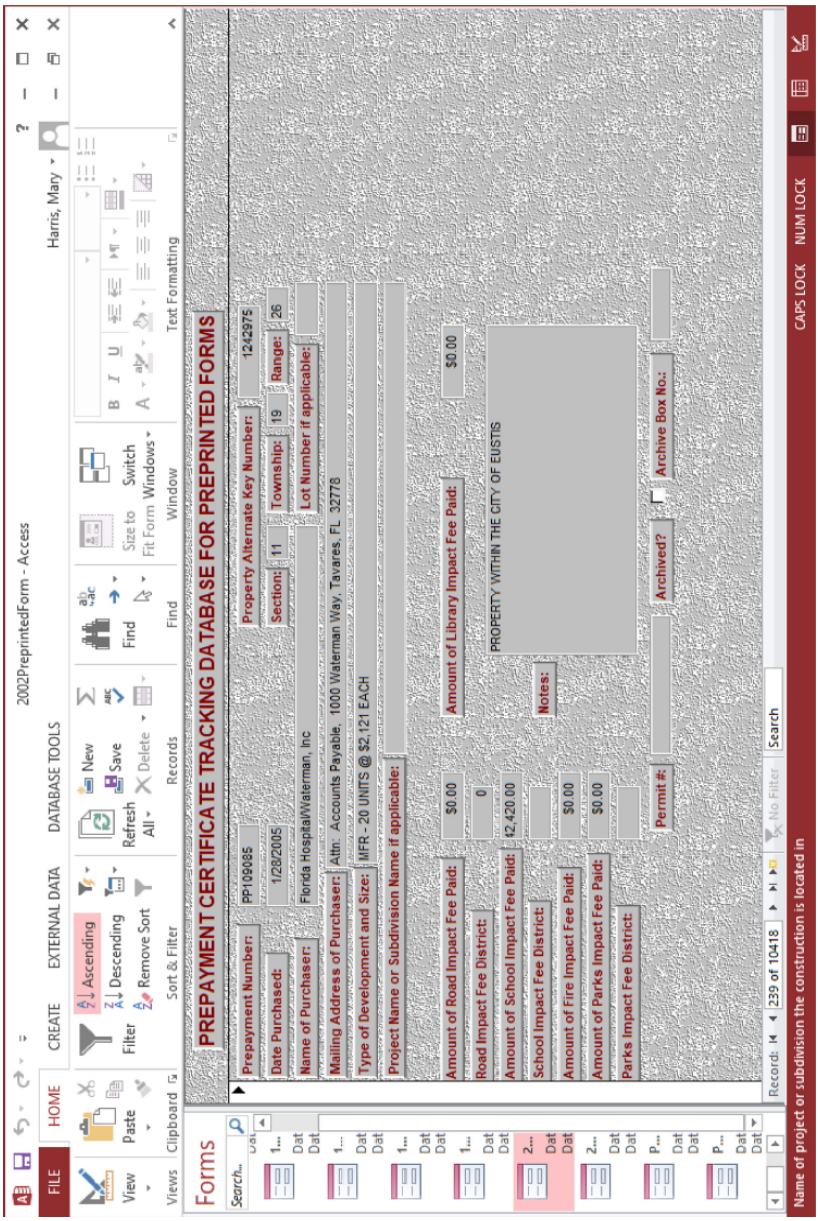
EXHIBIT "E"

DESCRIPTION/DEPICTION OF LAKE MECHANICAL PROPERTY

Lots 1, 2, 3, 4, 13, 14, 15, and 16, Block 15, Official Map of Eustis, according to the map or plat thereof as recorded in Plat Book 1, Page 79, Public Records of Lake County, Florida

EXHIBIT "F"

IMPACT FEE CREDITS



TRANSPORTATION

DEPARTMENT OF BUDGET AND ADMINISTRATIVE SERVICES

Impact Fee Coordinator

315 West Main Street
P.O. Box 7800
Tavares, FL 32778
352-343-9451

August 1, 2003

Steven J. Richey, P.A.
P.O. Box 492460
Leesburg, FL 34749-2460

Re: Florida Hospital Waterman Impact Fee Credits

Dear Mr. Richey:

Your letter to Mr. Gregg Welstead, Director of Growth Management, on the above subject dated July 23, 2003 was forwarded to me for response.

Based on the information provided the transportation impact fee credit determination for the following can be determined.

Facility	Impact Fee Category	Rate per 1000 sf	Area of Facility	Amount of Credit
Hospital	Hospital	$ 2,444.00	266216.8	$650,633.86
Outpatient Center	Medical Office	$ 6,717.00	6597.0	$ 44,312.05
EMS Administration	Single Tenant Office	$ 2,275.00	1142.0	$ 2,598.05
Child Care	Day Care Center	$ 4,507.00	5598.0	$ 25,230.19
Credit Total				**$722,774.14**

More information on type of use is required for the following facilities before an appropriate impact fee category can be determined.

Physical Therapy – YMCA
Home Health
Resource Center
Goodyear Building

Please call me at (352)343-9451 if I can be of any further assistance.

Sincerely,

Wendy S. Wickwire
Impact Fee Coordinator

cc: Gregg Welstead, Growth Management Director

"Earning Community Confidence Through Excellence in Service"

DISTRICT ONE | DISTRICT TWO ROBERT A. POOL | DISTRICT THREE DEBBIE STIVENDER | DISTRICT FOUR CATHERINE C. HANSON | DISTRICT FIVE WELTON G. CADWELL

Lake Eustis Institute

From: Kramer, Dianne [KramerD@ci.eustis.fl.us]
Sent: Tuesday, June 19, 2012 3:48 PM
To: 'Lake Eustis Institute'
Cc: Hoon, Richard; Jrpproperties@aol.com
Subject: RE: Lake Community Foundation
Attachments: Copy of Waterman ERU Conversion Impact Fees.pdf

I have attached a spreadsheet that shows the impact fee credit calculations. As you can see, you had a credit for 118.10 ERU (equivalent residential units) for water and the same for sewer. You now have a balance of 107.63 in water and 107.65 in sewer. The current water impact fee is $854 and the sewer impact fee is $2,668. Please feel free to contact me if you have a questions. Thank you.

Dianne L. Kramer
City of Eustis
Director of Development Services
4 North Grove St. PO Drawer 68
Eustis, FL 32727

(352) 483-5460
www.eustis.org

From: Lake Eustis Institute [mailto:lakeeustis135@comcast.net]
Sent: Tuesday, June 19, 2012 9:30 AM
To: Kramer, Dianne
Cc: Hoon, Richard; Jrpproperties@aol.com
Subject: Lake Community Foundation

Dianne,
I understand you are looking into the foundation's sewer and water impact fee credits on the old hospital site. Would it be possible for you to have something for us this week?
Virginia

Virginia Barker
Executive Director
Lake Community Foundation
129 N. Grove St.
P.O. Box 1060
Eustis, FL 32727
352.357.7259
info@lakecommunityfoundation.org
www.lakecommunityfoundation.org

CONFIDENTIAL: This transmission was sent from Lake Community Foundation and is intended only for the use of the addressee shown. It contai information that may be privileged, confidential, and/or exempt from disclosure under applicable law. If you are not the intended receipient of th transmission, you are hereby notified that the copying, use, or distribution of any information or materials transmitted herewith is strictly prohibit If you have received this transmission by mistake, please destroy the original message and immediately call me at 352-357-7259.

EUSTIS WATER & SEWER

City of Eustis
Waterman Hospital
Water & Sewer Impact Fee Credits
Based on Equivalent Residential Units (ERU's)
Original Computation 11-7-2007

	Water		Sewer	
Orignal Impact Water Meter 1	88.40		Original Impact Sewer Meter 1	88.40
Orignal Impact Water Meter 2	29.70		Original Impact Sewer Meter 2	29.70
Total Water ERU's	118.10		Total Sewer ERU's	118.10

Property Location Credited	Permit Number	Date	Total Charged	Current Impact Fee	Converted ERU Charged	Balance	Total Charged	Current Impact Fee	Converted ERU Charged	Balance
127 N. Bay St. Alt. Key #3880475	2011-128	2/16/2011	1,494.50	854.00	1.75	116.35	4,669.00	2,668.00	1.75	116.35
128 N. Eustis St. Alt. Key #3880473	2011-737	8/24/2011	7,443.00	854.00	8.72	107.63	23,212.00	2,668.00	8.70	107.65

WATER
CURRENT ERU BALANCE
107.63

CURRENT FEE X BALANCE
854.00 X 107.63 = 91,916

SEWER
CURRENT ERU BALANCE
107.65

CURRENT FEE X BALANCE
2,668 X 107.65 = 287,210

EXHIBIT "G"

FORM OF LAKE MECHANICAL PARKING AGREEMENT

PARKING FACILITY EASEMENT AGREEMENT

THIS PARKING FACILITY EASEMENT AGREEMENT (the "Agreement") is made and entered into this _____day of _____, 202___ (the "Effective Date"), by and between the **CITY OF EUSTIS,** a Florida municipal corporation ("City"), and WATERMAN SQUARE LLC, a Florida Limited Liability Company ("Developer"), with reference to the facts set forth below. City and Developer may each individually be referred to as a "Party" and may together be referred to as the "Parties".

RECITALS

WHEREAS, City is the owner of fee simple title to certain real property located in Lake County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Parking Garage Property"); and

WHEREAS, Developer is the owner of fee simple title to certain real property located in Lake County, Florida, more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Benefitted Property"); and

WHEREAS, the Benefitted Property is intended to be developed as a mixed-use development containing: (i) a mixed-use apartment building containing multi-family dwelling units and ground-floor retail/restaurant/commercial space; (ii) a food hall; (iii) courtyard/patio areas open to the public; (iv) potentially a hotel together with accessory uses; and (v) such other uses as may be permitted and approved under Applicable Laws (collectively, the "Project"); and

WHEREAS, a structured parking facility will be constructed and operated by the City on the Parking Garage Parcel (the "Parking Garage"), which Parking Garage will consist of one integrated parking facility serving both the general public and the Benefitted Property, and containing a total of approximately two hundred and fifty (250) parking spaces, more or less; and

WHEREAS, the Parking Garage will include separate parking and access areas such that certain areas and sixty-four (64) spaces within the Parking Garage will be allocated to and used exclusively by the residents, employees, patrons, guests, service providers, and invitees of the Project (the "Project Parking"); and

WHEREAS, in order to facilitate the orderly development and operation of the Project, the City desires to grant and create parking easements for the benefit of the Developer and the Benefitted Property, as hereinafter specified, and enter into certain covenants and agreements respecting the operation of the Parking Garage.

NOW THEREFORE, for and in consideration of the premises hereof, of the mutual covenants and benefits herein provided and for other good valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree, and hereby declare, create, and impose the covenants, conditions, easements and restrictions set forth herein.

PART 6
DEFINITIONS

The following capitalized terms shall have the meanings set forth below for purposes of this Agreement:

6.1 **Access Gate(s)**. The term "Access Gate(s)" refers to the gate(s) and other devices, equipment and improvements located in the Parking Garage which will restrict access to the Project Parking. The type, location, configuration and operation of the Access Gate(s) shall be subject to the prior approval of Developer, such approval not to be unreasonably withheld. The Access Gate(s) shall be adequately maintained by Developer at its sole expense.

6.2 **Agreement**. The term "Agreement" means this Parking Facility Easement Agreement as it may be amended or supplemented from time to time.

6.3 **Applicable Laws**. The term "Applicable Laws" means the entitlements for the Parking Garage and the Project and any law, regulation, rule, order and ordinance of any governmental agencies having jurisdiction over the Parking Garage and the Project.

6.4 **City**. The term "City" means the City of Eustis, Florida.

6.5 **Completion of Construction**. The term "Completion of Construction" means construction has been completed for the Parking Garage and the Parking Garage is open and operational for the use thereof by the Project as contemplated herein, within twenty (20) months of the effective date of the Eustis Development and Acquisition Agreement.

6.6 **Developer** The term "Developer" means Waterman Square LLC, and any person(s) or entity(ies) to whom the Developer's rights and obligations hereunder shall be expressly assigned pursuant to Section 8.6 of this Agreement and pursuant to a written assignment or other instrument recorded in the Official Records of Lake County, Florida. Any such assignment of rights and/or delegation of duties may be as to all or any portion of the Project and may include only certain specific rights and/or duties of the Developer and may be subject to such conditions as Developer may impose in its sole discretion and subject to Section 8.6 of this Agreement.

6.7 **Emergency**. The term "Emergency" means any situation, condition or event which threatens substantial imminent danger or injury to any person or property subject to this Agreement.

6.8 **Mortgage**. The term "Mortgage" means any duly recorded mortgage encumbering any portion of the Benefitted Property.

6.9 **Mortgagee**. The term "Mortgagee" means the mortgagee or beneficiary under any Mortgage.

6.10 **Occupant**. The term "Occupant" means any person or entity, other than an Owner, who has the right to use and occupy any portion of the Project, including, without

limitation, an Owner's family members, guests, invitees, licensees, tenants, subtenants, customers, patrons, and/or assignees.

6.11 **Owner**. The term "Owner" means any and all persons or entities who alone or collectively are the record owners of all or any portion of the Benefitted Property (but excluding those having any such interest merely as security for the performance of an obligation).

6.12 **Parking Garage**. The term "Parking Garage" shall mean and refer to the structured parking facility located on the Parking Garage Property together with all fixtures, equipment, systems, personal property, signage, Utility Facilities, and other improvements forming a part of such parking facility and used or useful in connection with the use and operation thereof.

6.13 **Parking Plan**. The term "Parking Plan" refers to the designation of the sixty-four (64) parking spaces on the top floor of the Parking Garage allocated exclusively to the Benefitted Property, and any modifications thereto.

6.14 **Party or Parties**. The term "Party" or Parties" refers individually or collectively as the context requires to the City and to the Developer.

6.15 **Permitted Users**. The term "Permitted Users" means the Owners and Occupants, and the employees, customers, patrons, guests, agents, contractors, vendors and other invitees of any Owner and/or any Occupant.

6.16 **Project Parking**. The term "Project Parking" refers to the sixty-four (64) parking spaces (including parking for persons with disabilities, if permitted by Applicable Laws) allocated exclusively to Developer and the Benefitted Property for the exclusive use of the Project as shown on the Parking Plan.

6.17 **Utility Facilities**. The term "Utility Facilities" means all utility, communication, lighting, heating, ventilation and other similar systems and facilities including, without limitation, intake and exhaust systems, any back flow preventers, any drainage systems, ducting systems for ventilation and utility services, lighting systems (including light fixtures), water systems, sanitary sewer systems, natural gas systems, electrical systems, fire life safety systems (including the fire suppression system), water systems, central plants, exhaust fans, lightning rods, vaults, switchgears, heating, ventilation and air conditioning systems, (including, without limitation, all machinery controls and vents relating thereto), Emergency generators, central utility services and all other utility systems, conduits, cabling and facilities servicing the Parking Garage which are situated in, on, over, under or across the Parking Garage Property.

PART 7
PARKING AND OTHER RIGHTS AND EASEMENTS

7.1 Easements in Favor of the Project.

(a) **Commencement of Easements Granted.** All of the easement and other rights granted in this Agreement shall automatically become effective as of the Effective Date.

The Parties acknowledge and agree that as to each easement granted to an Owner as set forth herein, such Owner may delegate its right to use such easement to its respective Occupants.

(b) **Non-Exclusive Access Easements.** City grants to the Developer non-exclusive, perpetual easements for vehicular and pedestrian ingress, egress and access in, on, over, through and across the walkways, traffic lanes and drive aisles within the Parking Garage Property to and from the Parking Garage.

(c) **Exclusive Use Parking Easements.** City grants to Developer, for the use and benefit of the Benefitted Property, the Owners, the Occupants and the Project, exclusive easements for vehicular parking purposes in, on, over, through and across the Project Parking. The foregoing parking easement (and the use of the Project Parking) shall be available every day, seven (7) days per week, twenty-four (24) hours per day. The intent of this paragraph is to confirm that the Project Parking shall be available for use at all times and that the use thereof shall not be restricted or prevented during any particular times of day or on any particular days (except in the case of an Emergency).

(d) **Non-Exclusive Elevator Easements.** City grants to Developer, the Owners and the Occupants a non-exclusive easement for access to and use of the Parking Garage elevators between the street level and the level(s) of the Parking Garage which include the Project Parking, and between other levels as needed for access to the Project Parking. The Parties acknowledge that such easement also includes the exclusive right of Developer to install, operate, maintain, repair and replace a device within the elevators (including, without limitation, a card reader) to control access to any Project Parking for the benefit of the Owners and Occupants, which device shall be maintained by the Developer.

(e) **Easement for Signage**. City grants to Developer a non-exclusive easement to install and maintain reasonable signage within the Parking Garage which the Developer deems necessary or appropriate for the designation, identification, way-finding, and use of the Project Parking. All signage must comply with Applicable Laws unless the City grants a waiver.

7.2 **Easements Run with the Land**. Each easement and other right set forth and granted in this Agreement shall run with and bind the Parking Garage Property and the Benefitted Property and shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assigns and grantees.

7.3 **Term of Easements**. The easements and other rights granted herein shall be in perpetuity. Notwithstanding the foregoing, in the event the Downtown and East Town Redevelopment Agency ("CRA") exercises its right to recapture that portion of the Benefitted Property described on Exhibit "C" attached hereto and by this reference made a part hereof (the "Hotel Parcel") pursuant to Section 3.4 of the Eustis Development and Acquisition Agreement dated _____, 2021 and recorded in Official Records Book _____, Page _____ of the Public Records of Lake County, Florida (the "Development Agreement"), then upon such conveyance and acquisition of the Hotel Parcel by the CRA or its assignee/designee, this Agreement and the easements and other rights granted herein shall terminate automatically with respect to the Hotel Parcel and the Hotel Parcel shall no longer be subject to or benefit from the provisions of this

Agreement. Upon any such termination of this Agreement with respect to the Hotel Parcel, the Parties shall cooperate in good faith to execute and record a notice of such termination among the Public Records of Lake County, Florida.

PART 8
CONSTRUCTION AND MAINTENANCE

8.1 **Construction of Parking Garage**. The Completion of Construction of the Parking Garage shall occur within twenty (20) months of the effective date of the Eustis Development and Acquisition Agreement. In the event Completion of Construction does not occur within twenty (20) months of the effective date of the Eustis Development and Acquisition Agreement, then Developer's rights and remedies on account thereof shall be governed by Section 3.2(i) of the Development Agreement.

8.2 **Maintenance**.

(a) **Maintenance.** Unless the context otherwise requires, as used in this Agreement, "maintenance'', "maintain" or "maintaining" means the inspection, maintenance, repair, sweeping, replacement, reconstruction and/or restoration of the Parking Garage on a regularly scheduled basis, to ensure that the Parking Garage is maintained and repaired in good order and repair and to a commercially reasonable standard consistent with the quality of development of the Project. To the extent repair, replacement, reconstruction and/or restoration is required as a result of damage or destruction under **ARTICLE 6,** then the repair, replacement, reconstruction and restoration shall be governed by the provisions of **ARTICLE 6.**

(b) **Maintenance Responsibilities**. The City shall, at its sole cost and expense, have the responsibility for maintaining the Parking Garage, which shall include, without limitation, the following:

(i) The structural integrity of the Parking Garage, including, without limitation, the foundation, roof, walls, floors, columns, beams, and all other structural components;

(ii) The wearing surface (i.e., the floor) of all portions of the Parking Garage (including the Project Parking), and the interior and exterior walls of the Parking Garage (including painting, graffiti removal and mold remediation for all such interior and exterior walls);

(iii) All stairwells and elevators;

(iv) All ventilation fans;

(v) Any Utility Facilities which serve the Parking Garage (including, without limitation, all lighting fixtures and bulbs, [including, replacement and disposal of fixtures and/or bulbs], and all electrical charges per the assigned meters);

(vi) Any landscaped areas; and

(vii) All public streetlights.

The City shall perform all of its maintenance obligations so as to keep the Parking Garage and other areas in a neat, clean and safe condition and in good operating condition for the intended purpose. Such maintenance shall include the obligation to sweep the Parking Garage on a regularly scheduled basis, remove debris, trash and other litter, and re-stripe the parking areas as needed. All grass in the landscaped areas, if any, shall be mowed on a regularly scheduled basis so as to keep same in a neat, clean, safe and attractive condition at all times. All irrigation systems shall be inspected regularly to ensure there are no malfunctions. All aesthetic features shall be maintained in a neat, clean and attractive condition.

(c) **Right to Cure Upon Failure to Maintain**. If the City fails to perform such obligations in accordance with the standards set forth herein, the Developer may notify the City of its failure to perform its obligations hereunder, such notice to specifically set forth the obligations which were not performed. Within ten (10) days following such notice, the Parties shall meet and confer to establish reasonable procedures for the City to implement. If, following such meeting, the City fails to complete the performance of its maintenance obligations in accordance with the reasonable procedures established at the meeting within thirty (30) days (or, if such maintenance obligations cannot be completed within thirty [30] days, if the City either fails to commence to perform such maintenance obligations within such thirty (30) day period, or if the City timely commences to perform such maintenance obligations but thereafter fails to diligently prosecute such maintenance obligations to completion), the Developer shall have the right, but not the obligation, to cure the City's default of its obligations pursuant to the terms of this Agreement by delivering at least fifteen (15) days prior written notice to the City of the Developer's exercise of its right to cure the default. Notwithstanding the foregoing, in the event of an Emergency, either Party may take such actions as may be reasonable under the circumstances without the obligation for prior notice but shall after taking such actions provide notice to the other Party. After the Developer completes any responsibilities of the City as provided above, the Developer shall deliver an invoice to the City for the costs and expenses incurred in performing such maintenance ("Maintenance Expenses"). The City shall reimburse the Developer within thirty (30) days after receipt of such invoice. All Maintenance Expenses not paid for when due shall bear interest at the highest rate allowed by law commencing from the date of delinquency and the Developer shall be entitled to reasonable costs of collection, including, without limitation, attorneys' fees and costs.

PART 9

COVENANTS REGARDING USE, OPERATION AND ENFORCEMENT

9.1 **Usage**. The Parking Garage shall be open and available for use every day, seven (7) days per week, twenty-four (24) hours per day.

9.2 **Enforcement of Parking Restrictions**. The Parties acknowledge and agree that the general public shall not have any right of access into the Project Parking except as may be approved by Developer. The City shall be solely responsible for enforcing the parking restrictions applicable to the Parking Garage and the Project Parking. All vehicles violating any

parking restriction may be subject to towing or other enforcement rights and remedies by Developer or by the City, as the case may be.

9.3 **Fees.** The Owners or Permitted Users may charge a fee to their tenants, customers, patrons, guests or invitees for access to, or use of, any of the Parking Spaces.

9.4 **Security**. The Parties acknowledge that the Parking Garage will have reasonable attendants or security services or devices, in accordance with a security plan mutually acceptable to the Parties in their reasonable discretion. The costs of such security shall be part of the maintenance expenses for which the City is responsible.

9.5 **Establishment of Rules and Enforcement**. The City may establish rules and regulations relating to the use and operation of the Parking Garage and shall monitor and enforce such rules and regulations (including, but not limited to, citing and towing vehicles and taking any other action permitted by law to enforce such rules and regulations). Notwithstanding the foregoing, such rules and regulations shall be acceptable to Developer, in its reasonable discretion, as they relate to the use and operation of the Project Parking.

9.6 **Garbage and Refuse Disposal**. All rubbish, trash and garbage shall be regularly removed from the Parking Garage and shall not be allowed to accumulate thereon or therein. Trash, garbage and other waste shall only be kept in sanitary containers.

9.7 **Hazardous Materials**. No flammable, toxic or hazardous materials shall be stored, kept or used within the Parking Garage except in accordance with all Applicable Laws. Further, no flammable, toxic or hazardous materials shall be disposed or dumped into the garbage containers, down the drains, or otherwise, within the Parking Garage except in accordance with Applicable Laws.

PART 10
INSURANCE

10.1 **Property Insurance**. The City shall, at its sole cost and expense, obtain and maintain a policy of property insurance (a/k/a/ fire and casualty insurance) with an extended coverage ("all risk") endorsement for the Project Garage. Such insurance shall be maintained, if feasible, in an amount equal to one hundred percent (100%) of the then current replacement cost of the Parking Garage and portions thereof (without deduction for depreciation or co-insurance).

10.2 **Other Insurance**. The City shall, at its sole cost and expense, maintain such other insurance coverage as the City determines in its reasonable discretion or as required to comply with Applicable Laws.

10.3 **Review of Insurance**. The Parties shall review the adequacy of all insurance required by this Agreement to be maintained by the City at least once every year. The review shall include a reasonable determination of the replacement cost of the Parking Garage, without regard to depreciation.

10.4 **General Policy Requirements**.

(a) **Changes in Coverage: Copies of Policies**. Copies of all insurance policies required to be carried by the City hereunder shall be retained by the City and be available for inspection by Developer at reasonable times. All such insurance policies shall provide that they shall not be cancelable or substantially modified by the insurer without first giving at least thirty (30) days prior notice in writing to the Parties. City shall furnish Developer with copies of the original certificates and endorsements naming Developer as a loss payee or as an additional insured, as the case may be, and any amendatory endorsements effecting coverage required by this Agreement. The endorsements shall be on forms provided by the insurer and shall comply with the requirements set forth in this **Article 6.** All certificates and endorsements are to be received and approved by the Parties before this Agreement commences; however, failure to do so shall not operate as a waiver of these insurance requirements.

(b) **General Requirements**. Except as otherwise provided herein, all insurance policies the City is required to obtain pursuant to this Article shall be placed and maintained with companies rated at least "A-/X" by A.M. Best Insurance Service and otherwise reasonably satisfactory to Developer. City's deductibles shall not exceed Ten Thousand and 00/100 Dollars ($10,000.00) or one percent (1%) of the face amount of the policy for the policy of property insurance, whichever is less, unless approved by Developer. The coverage amounts required for such insurance policies may be satisfied by any combination of primary and excess policies that collectively serve to satisfy the requirements of this Article.

PART 11
DAMAGE OR DESTRUCTION

11.1 **Repair and Reconstruction**. Except as otherwise stated in this **ARTICLE 6**, if the Parking Garage or any portion thereof is damaged or destroyed by fire or other casualty, the City shall affect or cause the Repair (as defined below) of such improvements and any other portions of the Parking Garage Property in accordance with the requirements set forth herein. As used in this **ARTICLE 6,** the term "Repair" or "Repaired" refers to any repair, replacement, reconstruction or restoration of the Parking Garage, as the case may be, to the condition that existed prior to such damage or destruction. The insurance proceeds received by the City in connection with any damage or destruction of the Parking Garage ("Insurance Proceeds") shall be used to Repair the Parking Garage. The City shall make such Repairs in accordance with the requirements set forth in this Article, and shall designate a construction consultant, a general contractor and an architect for the Repair. All Insurance Proceeds and any other monies allocated for the Repair shall be deposited into a separate segregated account and shall not be commingled with any other funds. If Insurance Proceeds are not sufficient and readily available to complete such Repair, the City shall provide additional funds needed to complete such Repair.

11.2 **Repair Work**. Any Repair which is required hereunder shall be undertaken with all diligence and commercially reasonable efforts in accordance with the original plans for the Parking Garage, modified as may be required by applicable building codes and regulations in force at the time of such Repair. In all cases, the City shall undertake Repair with all diligence as promptly as reasonably practical under the circumstances and shall diligently pursue the Repair to completion, subject to delays that are beyond the reasonable control of the City.

PART 12
DEFAULT; DISPUTE RESOLUTION

12.1 **Default; Dispute Resolution**. In regard to any disputes that may arise under this Agreement, it is the intent of the Parties that any such disputes be resolved amicably and, to the extent reasonably possible, without litigation. In that regard, in the event any dispute should arise and is not resolved at a management level, either Party shall have the right, exercisable by written notice to the other Party (an "Impasse Notice"), to refer such matter for resolution by the Parties' designated representatives. In the event an Impasse Notice is sent, then the Parties shall meet and attempt to resolve said matter in an amicable fashion within thirty (30) days after the date of the Impasse Notice (or sooner, if possible). If said dispute cannot be resolved within said thirty (30) day period, then the dispute shall be submitted to non-binding mediation as provided below.

Non-binding mediation shall be a condition precedent to initiating litigation or other dispute resolution relating to an Impasse Notice. The Parties shall endeavor to resolve the dispute which is the subject of the Impasse Notice by mediation using a third-party mediator mutually approved by the Parties. A request for mediation shall be made in writing, delivered by one Party to the other Party, and filed with the Person administering the mediation. The Parties shall endeavor in good faith to settle the dispute in an amicable manner within forty-five (45) days of submission to non-binding mediation.

The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any Party may, within thirty (30) days from the date that mediation has been concluded without resolution of the dispute or sixty (60) days after mediation has been demanded without resolution of the dispute, proceed to pursue its other remedies at law or in equity pursuant to this Agreement.

The foregoing shall not be construed to limit or impede any Party's right to seek any available injunctive or similar equitable relief, nor to enforce a monetary award from mediation, in the courts.

12.2 **No Waiver**. No waiver by either Party of a breach of any of the terms, covenants or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by the other Party hereunder shall be implied from any omission by Developer or the City to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in such waiver. The consent or approval by Developer or the City to or of any act by the other Party requiring Developer's or the City's consent or approval, respectively, shall not be deemed to waive or render unnecessary Developer's or the City's consent or approval to or of any subsequent similar acts by the other party. Without limiting the generality of the foregoing, Developer's or the City's acceptance of any payments hereunder shall not be deemed a waiver of any breach by the other Party under the terms and conditions hereof.

PART 13
GENERAL PROVISIONS

13.1 **Notices**. Any notice, payment, demand, offer, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt requested), postage and charges prepaid, or by Federal Express or other reputable overnight delivery service requiring a signature upon receipt, addressed as follows:

If to the City:
City of Eustis
Attn: Economic Development Director
10 North Grove Street
Eustis, FL 32726
Telephone: _____

With a copy to:
Derek A. Schroth, City Attorney
Bowen |Schroth
600 Jennings Avenue
Eustis, FL 32726
Telephone: 352-589-1414

To Developer:
_____
_____
_____
_____
Telephone: _____

With a copy to:
_____
_____
_____
_____
Telephone: _____

Any such notice shall be deemed to be given on the date on which it is received, or receipt thereof is refused. Any Party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other Party or Parties hereto.

13.2 **Binding Effect**. All of the covenants, conditions, restrictions, easements, rights, terms and provisions contained herein shall attach to and run with the Parking Garage Property and the Benefitted Property, and shall, except as otherwise set forth herein, benefit and be binding upon the successors and assigns of the respective Parties. This Agreement and all the covenants, conditions, restrictions, easements, rights, terms and provisions herein contained shall be enforceable as mutual, equitable servitudes in favor of said properties and any portion thereof,

shall create rights and obligations as provided herein between the respective Parties and shall be covenants running with the land. Every person who now or in the future owns or acquires any right, title or interest in or to any of the properties or portion thereof shall be conclusively deemed to have consented to and agreed to every covenant, condition, restriction, easement, right, term and/or provision contained in this Agreement, whether or not the instrument conveying such interest refers to this Agreement.

13.3 **Attorneys' Fees**. In the event of any controversy, claim or dispute between the Parties arising from or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable costs, expenses and attorneys' fees. For all purposes of this Agreement and any other documents relating to this Agreement, the terms "attorneys' fees" or "counsel fees" shall be deemed to include paralegals, and wherever provision is made herein or therein for the payment of attorneys' or counsel fees or expenses, such provision shall include such fees and expenses (and any applicable sales taxes thereon) incurred in any and all judicial, bankruptcy, reorganization, administrative or other proceedings, including appellate proceedings, whether such fees or expenses arise before proceedings are commenced or after entry of a final judgment.

13.4 **Estoppel Certificate**. Each of the Parties shall, upon the reasonable request of the other Party (or any current or prospective source of financing for such Party), and in each case within ten (10) business days after the other Party has requested it, execute and deliver to the appropriate Party a certificate in recordable form stating:

(i) that this Agreement is unmodified and is in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications or, if this Agreement is not in full force and effect, that such is the case);

(ii) to the knowledge of the Party providing the certificate, that there are no defaults by it or the other Party (or specifying each such default as to which it may have knowledge);

(iii) to its knowledge, whether there are any counterclaims against the enforcement of any Party's obligations; and

(iv) any other matters reasonably requested.

13.5 **Mortgagee Protection**. No portion of this Agreement or any amendment or violation thereof shall operate to defeat or render invalid, in whole or in part, the rights of the beneficiary, insurer, guarantor, or holder of any mortgage or deed of trust encumbering any portion of the properties; provided that, after foreclosure of any such mortgage or deed of trust, the portion of the properties foreclosed upon shall remain subject to this Agreement.

13.6 **Amendment and Assignment**. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Agreement. Developer may not assign its rights or obligations under this Agreement without the prior written consent of the City and the CRA, which consent shall not to be unreasonably withheld, conditioned, or delayed; provided, however, Developer may assign its rights and obligations under this Agreement without the City's and the CRA's consent, in whole

or in part, to either (i) an entity that is affiliated with Developer, or (ii) the Owner(s) of any portion of the Benefitted Property. For purposes of this Section 8.6, "affiliate" means any other entity that Atrium Management Company, LLC (or its principals) and/or PRN Real Estate & Investments, Ltd. (or its principals) controls or manages. For the purposes of this definition, the term "controls or manages" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the entity in question, whether by the ownership of voting securities, contract or otherwise. Any reference to "Developer" in this Agreement shall mean and refer to an assignee under this Section 8.6 upon such assignment.

13.7 **Consent**. Unless otherwise specifically provided herein, no consent or approval by a Party permitted or required under the terms of this Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by the Party by or on whose behalf such consent is given.

13.8 **Relationship of Parties**. The relationship of the Parties under this Agreement is that of independent parties, each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership, joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

13.9 **Further Assurances**. The Parties shall execute, acknowledge and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as any Party shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated thereby.

13.10 **No Personal Liability**. All costs, obligations and liabilities under this Agreement on the part of the Parties are solely the responsibility of the respective Party, and no partner, stockholder, member, director, officer, official, employee, agent or elected or appointed official of any Party to this Agreement shall be personally or individually liable for any costs, obligations or liabilities of such Party under this Agreement and each such Person may raise this Section 8.10 as a defense to any action brought seeking to impose such costs, obligations or liabilities on it. Except as any Party to this Agreement may otherwise agree in writing with regard to its liability, all Persons extending credit to, contracting with or having any claim against any Party to this Agreement, may look only to the funds and property of such Party for payment of any such suit, contract or claim to the extent such Party is liable therefor, or for the payment of any costs that may become due or payable to them from any Party to this Agreement.

13.11 **Good Faith**. In exercising their rights and fulfilling obligations under this Agreement, each Party acknowledges that the other Party has acted to date in good faith and each Party agrees to continue to act in good faith. Each Party acknowledges that in each instance under this Agreement where a Party is obligated to exercise good faith or to use good faith, diligent or other similar efforts, such Party shall not be required to expend any funds, or grant any other consideration of any kind, in the performance of such undertaking, and each Party further acknowledges that the obligation of any Party to act in good faith, or undertake good faith, diligent or other similar efforts does not constitute a warranty, representation or other guaranty that the result that the Parties are attempting to achieve shall be successfully achieved and no Party shall be liable for any failure to achieve the result or results intended so long as the Party has complied with its obligation to act in good faith.

13.12 **Severability**. In the event any covenant, condition, restriction, easement, right, term or provision contained herein is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, such holding shall in no way affect the validity of enforceability of any other covenant, condition, restriction, easement, right, term or provision contained herein.

13.13 **Governing Law**. This Agreement and the obligations created hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida and venue for any litigation shall be in Lake County, Florida.

13.14 **Captions**. Article and section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any covenant, condition, restriction, easement, right, term or provision hereof.

13.15 **Counterpart Signatures**. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one fully executed original.

(Signatures follow on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

ATTEST:

"City"

CITY OF EUSTIS

_____
_____, City Clerk

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 202___, by _____, as _____ of the City of Eustis, who is personally known to me.

NOTARY SEAL

_____
Notary Public

Print Name: _____

My Commission expires: _____

"**Developer**"

a _____

_____

Name:_____

By: _____
Name: _____
Title: _____

_____

Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202____ by _____, as _____ of _____ _____, a _____, on behalf of the _____. He/She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

_____
(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: _____

EXHIBIT “A”

Legal Description of Parking Garage Parcel

Lots 1, 2, 3, 4, 13, 14, 15, and 16, Block 15, Official Map of Eustis, according to the map or plat thereof as recorded in Plat Book 1, Page 79, Public Records of Lake County, Florida.

EXHIBIT “B”

Legal Description of Benefitted Property

Block 31, Official Map of Eustis, according to the map or plat thereof as recorded in Plat Book 1, Page 79, Public Records of Lake County, Florida.

EXHIBIT "C"

Legal Description of Hotel Parcel

Metes and bounds legal description to be determined. Parcel identified as "Hotel" on attached sketch.



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

Staff Report

TO: Eustis City Commission

FROM: Ronald Neibert, City Manager

DATE: September 9, 2021

RE: RESOLUTION NUMBER 21-63: APPROVING AND RATIFYING A PARKING FACILITY EASEMENT AGREEMENT WITH WATERMAN SQUARE LLC TO SUPPORT THE REDEVELOPMENT OF THE FORMER FLORIDA HOSPITAL WATERMAN SITE

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

Background:
See attached Staff Report.

Attachments:
Staff Report - City Res 21-62 and City Res 21-63 Atrium Purchase Agreement ADA
City Resolution 21-63 Atrium Parking Agreement ADA
Parking Facility Easement Agreement Final Draft

Reviewed by:

Ronald Neibert, City Manager	Approved - 03 Sep 2021
Mary Montez, City Clerk	Approved - 03 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 9, 2021

RE: RESOLUTION NO. 21-62
APPROVING AND RATIFYING A EUSTIS DEVELOPMENT AND ACQUISITION AGREEMENT BY AND BETWEEN WATERMAN SQUARE LLC, THE DOWNTOWN AND EAST TOWN REDEVELOPMENT AGENCY, AND THE CITY OF EUSTIS FOR THE REDEVELOMENT OF THE FORMER FLORIDA HOSPITAL WATERMAN SITE

And

RESOLUTION NO. 21-63
APPROVING AND RATIFYING A PARKING FACILITY EASEMENT AGREEMENT WITH WATERMAN SQUARE LLC TO SUPPORT THE REDEVELOPMENT OF THE FORMER FLORIDA HOSPITAL WATERMAN SITE

Introduction:
Resolution No. 21-62 approves a development and acquisition agreement between Waterman Square LLC, the Downtown and East Town Redevelopment Agency, and the City of Eustis for the purchase and redevelopment of the former Florida Hospital Waterman site.

Resolution No. 21-63 approves a parking facility easement agreement with Waterman Square LLC to support the redevelopment of the former Florida Hospital Waterman site.

Recommended Action
Staff recommends approval of Resolution No. 21-62 and Resolution No. 21-63.

Background:
In September 2020, the CRA purchased the three blocks that were formerly occupied by Florida Hospital Waterman. On September 21, 2020, the City/CRA issued Request for Proposals (RFP) No. 009-20 – 4.8 Acre Redevelopment Opportunity in Downtown Eustis. The RFP was advertised in the Daily Commercial, posted on DemandStar (a bid

and RFP service), and sent directly to 50 interested parties. The team of Atrium Management Company & PRN Real Estate & Investments, LTD was the sole respondent to the RFP.

A selection committee including the City Manager, Development Services Director, Public Works Director, Finance Director, and Economic Development Director reviewed the developer's response with the entire process being facilitated by the Director of Purchasing. The selection committee met to discuss the proposal and interact with the proposed development team at public meetings on December 14, 2020 and January 14, 2021. At the January 14 meeting, the consensus of the selection committee was to invite the proposed development team to make a presentation to the CRA Board. The committee also recommended that the CRA Board authorize staff to further explore the proposed project and negotiate developer agreements and/or purchase agreements to facilitate the redevelopment of the property. On February 4, 2021, the CRA Board unanimously authorized staff to negotiate exclusively with the Atrium Management team on a development and purchase agreement for the former Waterman site.

Staff has been working with the Atrium Management team and their representatives to negotiate the draft Eustis Development and Acquisition Agreement approved by Resolution No. 21-62. The agreement is with Waterman Square LLC, which is the entity formed by Atrium Management to purchase and develop the project. As the City has some responsibility under the agreement, the City of Eustis is also a party to the agreement. Below is a summary of the development and acquisition agreement.

Proposed Project

- Phase 1 – Five-story mixed-use apartment building with a minimum of 75 apartments and a minimum of 6,000 sf of commercial space. A food hall with a minimum of 8,000 sf. Estimated cost of $14,038,000.
- Phase 2 – A parking garage lined with first floor commercial and potentially live-work space. Estimated cost of $11,095,900.
- Phase 3 – Approximately five-story mixed-use apartment building with up to 180 apartments with first floor commercial space. Estimated cost of $25,564,000.
- Phase 4 – Approximately four-story hotel with approximately 60 guest rooms. Estimated cost of $15,000,000.
- Total Estimated cost of $65,697,900.

Proposed Project Timeline

- 2021 – Due diligence, entitlements, close on Phase 1 Parcel, permitting.
- 2022 – Proposed Phase 1 construction.
- 2023 – Proposed Phase 1 completion.
- 2024 – Proposed Phase 1 Operation. Potentially close on Parcel 2 and 3.
- 2025 – Potential Phase 2 and 3 construction, but not required per agreement until 2027.
- 2026 – Potential Phase 2 and 3 completion, but not required per agreement until 2027.

- 2027 – Deadline to close on Parcel 2 and 3. Deadline to commence construction on hotel.

Price of Land

- CRA to invest Phase 1 parcel at no cost ($1,000,000 value).
- Developer to provide a performance bond to ensure completion of the project and guarantee tax increment for the CRA.
- Price set for Parcels 2 and 3 at $1,500,000 each or $3,000,000 total.
- Developer will pay a total of $30,000 annually in non-refundable deposit every year through 2024 for Parcels 2 and 3.
- If necessary, in 2025, 2026, and 2027, the developer will pay $50,000 annually in non-refundable deposit.

Incentives

- Parcel 1 at no cost ($1,000,000 value).
- Developer will get 64 spaces in the Lake Mechanical garage (estimated value of approximately $1,280,000)
- If the developer moves forward with Phase 2 and 3, developer will receive up to $4,720,000 net from the CRA toward the Phase 2 parking garage.
- Limited to $20,000 per space.
- Total of $6,000,000 less $1,280,000 credit for developer's 64 spaces in the Lake Mechanical garage.

Other Terms

- The development entity is Waterman Square LLC.
- The City's liability is limited to its specific responsibilities under the agreement.
- Developer has until December 31, 2027 to close on Parcels 2 and 3.
- If the developer does not commence construction of a hotel by December 31, 2027, the CRA can recapture the land where the hotel would have been located at no cost.
- Developer will develop a conceptual master plan and a Project PUD consistent with City LDR's and comprehensive plan. The City will explore transfer of development rights to support proposed densities.
- Developer has a 120-day feasibility period and 275 days to secure entitlements.
- Sale includes all impact fee credits.
- The developer needs written permission to transfer or assign the agreement unless it is being assigned to an entity controlled by Atrium Management or PRN Real Estate & Investments.
- Developer will own and operate the parking garage on Parcel 2.

Exhibit G of the Eustis Development and Acquisition Agreement also lays out the Parking Facility Easement Agreement that will be executed upon closing of the Phase 1 parcel. As that agreement is solely with the City of Eustis, it does not need to be

approved by the CRA. Resolution No. 21-63 provides for City approval of the parking agreement. Below is a summary of that agreement.

Parking Agreement

- City will provide 64 spaces to the developer in perpetuity in the Lake Mechanical garage to serve Phase 1 of the Atrium project.
- The garage will be completed by an agreed upon date. Proposed at 20 months from the signing of the Eustis Development and Acquisition Agreement.
- The City will maintain the garage with the exception of access control gates and elevator access control.
- The 64 spaces assigned to the developer will be on the top floor of the facility.
- The developer needs written permission to transfer or assign the agreement unless it is being assigned to an entity controlled by Atrium Management, PRN Real Estate & Investments, or the owner of any portion of the Phase 1 project.

Community Input:
There have been numerous opportunities for public input on the former Florida Hospital Waterman site. There will be an opportunity for additional public input at the August 19, 2021 CRA and City Commission meetings. It is anticipated there will be future opportunities for public input as the developer works through the development of the project.

Budget and Staffing Impact:
The CRA paid $3,000,000 to acquire the subject property. The debt service on the acquisition comes to approximately $200,000 annually. While the agreement does give the land for Phase 1 at no cost, if the developer moves forward with Phases 2 and 3, the purchase price of Parcels 2 and 3 is set at $3,000,000, which covers the entire original purchase price for all three blocks.

The agreement also calls for a total of $6,000,000 to support parking for the project. The parking agreement provides 64 spaces for the developer in the City's proposed garage on the Lake Mechanical lot at a value of $1,280,000. If the developer moves forward with Phases 2 and 3, the agreement sets the CRA commitment to the Atrium Phase 2 parking garage at up to $4,720,000. The CRA would borrow the $4,720,000 at approximately 3% interest for 20 years, which puts the annual debt service at approximately $315,000.

On the revenue side, Phase 1 of the project is estimated to generate approximately $160,000 in new annual CRA revenue, while the entire project is estimated to generate almost $750,000 for the CRA annually. In addition to CRA revenue, the project will also generate general fund revenue (sales tax, utility tax, and franchise fees) and water/sewer revenue. It is estimated that Phase 1 will generate over $41,000 annually in general fund revenue and over $102,000 annually in water/sewer revenue. The entire project is estimated to generate almost $150,000 annually for the general fund and over $385,000 annually in water/sewer revenue.

Using these revenues, it is possible to calculate the payback period for the proposed incentives. The agreement delivers Parcel 1 to the developer at no cost (value of $1,000,000). The estimated CRA revenue as a result of Phase 1 is approximately $160,000 annually with over $41,000 annually in general fund revenue and over $102,000 annually in water/sewer revenue. If the developer closes on Parcel 1, the Phase 1 revenue is guaranteed through the performance bond. The payback period for the $1,000,000 in land is 6.25 years using just CRA revenue and 3.3 years when factoring in all revenue sources.

The incentive to support parking is a total of $6,000,000, which is made up of 64 parking spaces (valued at $1,280,000) and up to $4,720,000 in CRA support for the Atrium Phase 2 parking garage. Combining land and parking support, the total incentive package for the project is $7,000,000. Total revenue for the project includes almost $750,000 annually for the CRA, almost $150,000 annually for the general fund, and over $385,000 annually in water/sewer revenue. The payback period for the entire project is 9.35 years for the CRA and 5.45 years when factoring in all revenue sources.

Prepared by:
Tom Carrino, Economic Development Director

Attachments
Resolution No. 21-62 with accompanying Eustis Development and Acquisition Agreement

Resolution No. 21-63 with accompanying Parking Facility Easement Agreement

RESOLUTION NO. 21-63

A RESOLUTION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA APPROVING AND RATIFYING A PARKING FACILITY EASEMENT AGREEMENT, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Eustis Downtown and East Town Redevelopment Agency ("Community Redevelopment Agency of the City of Eustis, Florida" or "Agency") and the City of Eustis have identified certain areas in the City as blighted and slum areas as defined by §163.340 Florida Statutes ("Areas"); and

WHEREAS, blighted and slum Areas should be eliminated for all the reasons set forth in §163.335 Florida Statutes; and

WHEREAS, the Agency and the City have approved a Eustis Development and Acquisition Agreement with Waterman Square LLC for the redevelopment of the former Florida Hospital Waterman site; and

WHEREAS, the former Florida Hospital Waterman site is identified as a "catalyst site" targeted for redevelopment in both the 2008 Eustis Downtown Plan and the City of Eustis 2016 Redevelopment Plan; and

WHEREAS, the Agency and the City have identified a need for parking to support activity in Downtown Eustis; and

WHEREAS, the Agency, the City, and representatives of Waterman Square have identified a need for parking to support the redevelopment of the former Florida Hospital Waterman site; and

WHEREAS, the City and the Agency deem the redevelopment of the former Florida Hospital Waterman site to be a proper public purpose, and that redevelopment will achieve important City and Agency objectives such as stimulating economic development in the City, increasing property values and ad valorem taxes, and creating jobs; and

WHEREAS, the City is authorized to enter into this Agreement; and

WHEREAS, the City hereby finds that this Agreement is in the best interests of its citizens; and

WHEREAS, the parking provided for in this agreement supports the redevelopment of the former Florida Hospital Waterman site, which is necessary in the interest of the public health, safety, morals and welfare of the Agency and the City of Eustis.

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

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

1. The Parking Facility Easement Agreement is hereby ratified and approved.
2. The City of Eustis authorizes the Mayor to execute the necessary documents to effectuate the agreement.

DONE AND RESOLVED, this 19th day of August 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 means of physical presence, this 19th day of August, 2021, by Michael L. Holland, Mayor/Commissioner, 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 has been reviewed and approved as to form and legal content, for use and reliance of the City Commission of the City of Eustis, Florida.

_____
City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 21-63 is hereby approved, and I hereby 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

_____
Mary C. Montez, City Clerk

PARKING FACILITY EASEMENT AGREEMENT

THIS PARKING FACILITY EASEMENT AGREEMENT (the "Agreement") is made and entered into this _____day of _____, 202___ (the "Effective Date"), by and between the **CITY OF EUSTIS,** a Florida municipal corporation ("City"), and WATERMAN SQUARE LLC, a Florida Limited Liability Company ("Developer"), with reference to the facts set forth below. City and Developer may each individually be referred to as a "Party" and may together be referred to as the "Parties".

RECITALS

WHEREAS, City is the owner of fee simple title to certain real property located in Lake County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Parking Garage Property"); and

WHEREAS, Developer is the owner of fee simple title to certain real property located in Lake County, Florida, more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Benefitted Property"); and

WHEREAS, the Benefitted Property is intended to be developed as a mixed-use development containing: (i) a mixed-use apartment building containing multi-family dwelling units and ground-floor retail/restaurant/commercial space; (ii) a food hall; (iii) courtyard/patio areas open to the public; (iv) potentially a hotel together with accessory uses; and (v) such other uses as may be permitted and approved under Applicable Laws (collectively, the "Project"); and

WHEREAS, a structured parking facility will be constructed and operated by the City on the Parking Garage Parcel (the "Parking Garage"), which Parking Garage will consist of one integrated parking facility serving both the general public and the Benefitted Property, and containing a total of approximately two hundred and fifty (250) parking spaces, more or less; and

WHEREAS, the Parking Garage will include separate parking and access areas such that certain areas and sixty-four (64) spaces within the Parking Garage will be allocated to and used exclusively by the residents, employees, patrons, guests, service providers, and invitees of the Project (the "Project Parking"); and

WHEREAS, in order to facilitate the orderly development and operation of the Project, the City desires to grant and create parking easements for the benefit of the Developer and the Benefitted Property, as hereinafter specified, and enter into certain covenants and agreements respecting the operation of the Parking Garage.

NOW THEREFORE, for and in consideration of the premises hereof, of the mutual covenants and benefits herein provided and for other good valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree, and hereby declare, create, and impose the covenants, conditions, easements and restrictions set forth herein.

ARTICLE 1
DEFINITIONS

The following capitalized terms shall have the meanings set forth below for purposes of this Agreement:

1.1 **Access Gate(s)**. The term "Access Gate(s)" refers to the gate(s) and other devices, equipment and improvements located in the Parking Garage which will restrict access to the Project Parking. The type, location, configuration and operation of the Access Gate(s) shall be subject to the prior approval of Developer, such approval not to be unreasonably withheld. The Access Gate(s) shall be adequately maintained by Developer at its sole expense.

1.2 **Agreement**. The term "Agreement" means this Parking Facility Easement Agreement as it may be amended or supplemented from time to time.

1.3 **Applicable Laws**. The term "Applicable Laws" means the entitlements for the Parking Garage and the Project and any law, regulation, rule, order and ordinance of any governmental agencies having jurisdiction over the Parking Garage and the Project.

1.4 **City**. The term "City" means the City of Eustis, Florida.

1.5 **Completion of Construction**. The term "Completion of Construction" means construction has been completed for the Parking Garage and the Parking Garage is open and operational for the use thereof by the Project as contemplated herein, within twenty (20) months of the effective date of the Eustis Development and Acquisition Agreement.

1.6 **Developer** The term "Developer" means Waterman Square LLC, and any person(s) or entity(ies) to whom the Developer's rights and obligations hereunder shall be expressly assigned pursuant to Section 8.6 of this Agreement and pursuant to a written assignment or other instrument recorded in the Official Records of Lake County, Florida. Any such assignment of rights and/or delegation of duties may be as to all or any portion of the Project and may include only certain specific rights and/or duties of the Developer and may be subject to such conditions as Developer may impose in its sole discretion and subject to Section 8.6 of this Agreement.

1.7 **Emergency**. The term "Emergency" means any situation, condition or event which threatens substantial imminent danger or injury to any person or property subject to this Agreement.

1.8 **Mortgage**. The term "Mortgage" means any duly recorded mortgage encumbering any portion of the Benefitted Property.

1.9 **Mortgagee**. The term "Mortgagee" means the mortgagee or beneficiary under any Mortgage.

1.10 **Occupant**. The term "Occupant" means any person or entity, other than an Owner, who has the right to use and occupy any portion of the Project, including, without

limitation, an Owner's family members, guests, invitees, licensees, tenants, subtenants, customers, patrons, and/or assignees.

1.11 Owner. The term "Owner" means any and all persons or entities who alone or collectively are the record owners of all or any portion of the Benefitted Property (but excluding those having any such interest merely as security for the performance of an obligation).

1.12 Parking Garage. The term "Parking Garage" shall mean and refer to the structured parking facility located on the Parking Garage Property together with all fixtures, equipment, systems, personal property, signage, Utility Facilities, and other improvements forming a part of such parking facility and used or useful in connection with the use and operation thereof.

1.13 Parking Plan. The term "Parking Plan" refers to the designation of the sixty-four (64) parking spaces on the top floor of the Parking Garage allocated exclusively to the Benefitted Property, and any modifications thereto.

1.14 Party or Parties. The term "Party" or Parties" refers individually or collectively as the context requires to the City and to the Developer.

1.15 Permitted Users. The term "Permitted Users" means the Owners and Occupants, and the employees, customers, patrons, guests, agents, contractors, vendors and other invitees of any Owner and/or any Occupant.

1.16 Project Parking. The term "Project Parking" refers to the sixty-four (64) parking spaces (including parking for persons with disabilities, if permitted by Applicable Laws) allocated exclusively to Developer and the Benefitted Property for the exclusive use of the Project as shown on the Parking Plan.

1.17 Utility Facilities. The term "Utility Facilities" means all utility, communication, lighting, heating, ventilation and other similar systems and facilities including, without limitation, intake and exhaust systems, any back flow preventers, any drainage systems, ducting systems for ventilation and utility services, lighting systems (including light fixtures), water systems, sanitary sewer systems, natural gas systems, electrical systems, fire life safety systems (including the fire suppression system), water systems, central plants, exhaust fans, lightning rods, vaults, switchgears, heating, ventilation and air conditioning systems, (including, without limitation, all machinery controls and vents relating thereto), Emergency generators, central utility services and all other utility systems, conduits, cabling and facilities servicing the Parking Garage which are situated in, on, over, under or across the Parking Garage Property.

ARTICLE 2
PARKING AND OTHER RIGHTS AND EASEMENTS

2.1 Easements in Favor of the Project.

2.1.1 Commencement of Easements Granted. All of the easement and other rights granted in this Agreement shall automatically become effective as of the Effective Date.

The Parties acknowledge and agree that as to each easement granted to an Owner as set forth herein, such Owner may delegate its right to use such easement to its respective Occupants.

2.1.2 Non-Exclusive Access Easements. City grants to the Developer non-exclusive, perpetual easements for vehicular and pedestrian ingress, egress and access in, on, over, through and across the walkways, traffic lanes and drive aisles within the Parking Garage Property to and from the Parking Garage.

2.1.3 Exclusive Use Parking Easements. City grants to Developer, for the use and benefit of the Benefitted Property, the Owners, the Occupants and the Project, exclusive easements for vehicular parking purposes in, on, over, through and across the Project Parking. The foregoing parking easement (and the use of the Project Parking) shall be available every day, seven (7) days per week, twenty-four (24) hours per day. The intent of this paragraph is to confirm that the Project Parking shall be available for use at all times and that the use thereof shall not be restricted or prevented during any particular times of day or on any particular days (except in the case of an Emergency).

2.1.4 Non-Exclusive Elevator Easements. City grants to Developer, the Owners and the Occupants a non-exclusive easement for access to and use of the Parking Garage elevators between the street level and the level(s) of the Parking Garage which include the Project Parking, and between other levels as needed for access to the Project Parking. The Parties acknowledge that such easement also includes the exclusive right of Developer to install, operate, maintain, repair and replace a device within the elevators (including, without limitation, a card reader) to control access to any Project Parking for the benefit of the Owners and Occupants, which device shall be maintained by the Developer.

2.1.5 Easement for Signage. City grants to Developer a non-exclusive easement to install and maintain reasonable signage within the Parking Garage which the Developer deems necessary or appropriate for the designation, identification, way-finding, and use of the Project Parking. All signage must comply with Applicable Laws unless the City grants a waiver.

2.2 Easements Run with the Land. Each easement and other right set forth and granted in this Agreement shall run with and bind the Parking Garage Property and the Benefitted Property and shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assigns and grantees.

2.3 Term of Easements. The easements and other rights granted herein shall be in perpetuity. Notwithstanding the foregoing, in the event the Downtown and East Town Redevelopment Agency ("CRA") exercises its right to recapture that portion of the Benefitted Property described on Exhibit "C" attached hereto and by this reference made a part hereof (the "Hotel Parcel") pursuant to Section 3.4 of the Eustis Development and Acquisition Agreement dated _____, 2021 and recorded in Official Records Book _____, Page _____ of the Public Records of Lake County, Florida (the "Development Agreement"), then upon such conveyance and acquisition of the Hotel Parcel by the CRA or its assignee/designee, this Agreement and the easements and other rights granted herein shall terminate automatically with respect to the Hotel Parcel and the Hotel Parcel shall no longer be subject to or benefit from the provisions of this

Agreement. Upon any such termination of this Agreement with respect to the Hotel Parcel, the Parties shall cooperate in good faith to execute and record a notice of such termination among the Public Records of Lake County, Florida.

ARTICLE 3
CONSTRUCTION AND MAINTENANCE

3.1 Construction of Parking Garage. The Completion of Construction of the Parking Garage shall occur within twenty (20) months of the effective date of the Eustis Development and Acquisition Agreement. In the event Completion of Construction does not occur within twenty (20) months of the effective date of the Eustis Development and Acquisition Agreement, then Developer's rights and remedies on account thereof shall be governed by Section 3.2(i) of the Development Agreement.

3.2 Maintenance.

3.2.1 Maintenance. Unless the context otherwise requires, as used in this Agreement, "maintenance'', "maintain" or "maintaining" means the inspection, maintenance, repair, sweeping, replacement, reconstruction and/or restoration of the Parking Garage on a regularly scheduled basis, to ensure that the Parking Garage is maintained and repaired in good order and repair and to a commercially reasonable standard consistent with the quality of development of the Project. To the extent repair, replacement, reconstruction and/or restoration is required as a result of damage or destruction under **ARTICLE 6,** then the repair, replacement, reconstruction and restoration shall be governed by the provisions of **ARTICLE 6.**

3.2.2 Maintenance Responsibilities. The City shall, at its sole cost and expense, have the responsibility for maintaining the Parking Garage, which shall include, without limitation, the following:

(a) The structural integrity of the Parking Garage, including, without limitation, the foundation, roof, walls, floors, columns, beams, and all other structural components;

(b) The wearing surface (i.e., the floor) of all portions of the Parking Garage (including the Project Parking), and the interior and exterior walls of the Parking Garage (including painting, graffiti removal and mold remediation for all such interior and exterior walls);

(c) All stairwells and elevators;

(d) All ventilation fans;

(e) Any Utility Facilities which serve the Parking Garage (including, without limitation, all lighting fixtures and bulbs, [including, replacement and disposal of fixtures and/or bulbs], and all electrical charges per the assigned meters);

(f) Any landscaped areas; and

(g) All public streetlights.

The City shall perform all of its maintenance obligations so as to keep the Parking Garage and other areas in a neat, clean and safe condition and in good operating condition for the intended purpose. Such maintenance shall include the obligation to sweep the Parking Garage on a regularly scheduled basis, remove debris, trash and other litter, and re-stripe the parking areas as needed. All grass in the landscaped areas, if any, shall be mowed on a regularly scheduled basis so as to keep same in a neat, clean, safe and attractive condition at all times. All irrigation systems shall be inspected regularly to ensure there are no malfunctions. All aesthetic features shall be maintained in a neat, clean and attractive condition.

3.2.3 Right to Cure Upon Failure to Maintain. If the City fails to perform such obligations in accordance with the standards set forth herein, the Developer may notify the City of its failure to perform its obligations hereunder, such notice to specifically set forth the obligations which were not performed. Within ten (10) days following such notice, the Parties shall meet and confer to establish reasonable procedures for the City to implement. If, following such meeting, the City fails to complete the performance of its maintenance obligations in accordance with the reasonable procedures established at the meeting within thirty (30) days (or, if such maintenance obligations cannot be completed within thirty [30] days, if the City either fails to commence to perform such maintenance obligations within such thirty (30) day period, or if the City timely commences to perform such maintenance obligations but thereafter fails to diligently prosecute such maintenance obligations to completion), the Developer shall have the right, but not the obligation, to cure the City's default of its obligations pursuant to the terms of this Agreement by delivering at least fifteen (15) days prior written notice to the City of the Developer's exercise of its right to cure the default. Notwithstanding the foregoing, in the event of an Emergency, either Party may take such actions as may be reasonable under the circumstances without the obligation for prior notice but shall after taking such actions provide notice to the other Party. After the Developer completes any responsibilities of the City as provided above, the Developer shall deliver an invoice to the City for the costs and expenses incurred in performing such maintenance ("Maintenance Expenses"). The City shall reimburse the Developer within thirty (30) days after receipt of such invoice. All Maintenance Expenses not paid for when due shall bear interest at the highest rate allowed by law commencing from the date of delinquency and the Developer shall be entitled to reasonable costs of collection, including, without limitation, attorneys' fees and costs.

ARTICLE 4

COVENANTS REGARDING USE, OPERATION AND ENFORCEMENT

4.1 Usage. The Parking Garage shall be open and available for use every day, seven (7) days per week, twenty-four (24) hours per day.

4.2 Enforcement of Parking Restrictions. The Parties acknowledge and agree that the general public shall not have any right of access into the Project Parking except as may be approved by Developer. The City shall be solely responsible for enforcing the parking restrictions applicable to the Parking Garage and the Project Parking. All vehicles violating any

parking restriction may be subject to towing or other enforcement rights and remedies by Developer or by the City, as the case may be.

4.3 Fees. The Owners or Permitted Users may charge a fee to their tenants, customers, patrons, guests or invitees for access to, or use of, any of the Parking Spaces.

4.4 Security. The Parties acknowledge that the Parking Garage will have reasonable attendants or security services or devices, in accordance with a security plan mutually acceptable to the Parties in their reasonable discretion. The costs of such security shall be part of the maintenance expenses for which the City is responsible.

4.5 Establishment of Rules and Enforcement. The City may establish rules and regulations relating to the use and operation of the Parking Garage and shall monitor and enforce such rules and regulations (including, but not limited to, citing and towing vehicles and taking any other action permitted by law to enforce such rules and regulations). Notwithstanding the foregoing, such rules and regulations shall be acceptable to Developer, in its reasonable discretion, as they relate to the use and operation of the Project Parking.

4.6 Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Parking Garage and shall not be allowed to accumulate thereon or therein. Trash, garbage and other waste shall only be kept in sanitary containers.

4.7 Hazardous Materials. No flammable, toxic or hazardous materials shall be stored, kept or used within the Parking Garage except in accordance with all Applicable Laws. Further, no flammable, toxic or hazardous materials shall be disposed or dumped into the garbage containers, down the drains, or otherwise, within the Parking Garage except in accordance with Applicable Laws.

ARTICLE 5
INSURANCE

5.1 Property Insurance. The City shall, at its sole cost and expense, obtain and maintain a policy of property insurance (a/k/a/ fire and casualty insurance) with an extended coverage ("all risk") endorsement for the Project Garage. Such insurance shall be maintained, if feasible, in an amount equal to one hundred percent (100%) of the then current replacement cost of the Parking Garage and portions thereof (without deduction for depreciation or co-insurance).

5.2 Other Insurance. The City shall, at its sole cost and expense, maintain such other insurance coverage as the City determines in its reasonable discretion or as required to comply with Applicable Laws.

5.3 Review of Insurance. The Parties shall review the adequacy of all insurance required by this Agreement to be maintained by the City at least once every year. The review shall include a reasonable determination of the replacement cost of the Parking Garage, without regard to depreciation.

5.4 General Policy Requirements.

5.4.1 Changes in Coverage: Copies of Policies. Copies of all insurance policies required to be carried by the City hereunder shall be retained by the City and be available for inspection by Developer at reasonable times. All such insurance policies shall provide that they shall not be cancelable or substantially modified by the insurer without first giving at least thirty (30) days prior notice in writing to the Parties. City shall furnish Developer with copies of the original certificates and endorsements naming Developer as a loss payee or as an additional insured, as the case may be, and any amendatory endorsements effecting coverage required by this Agreement. The endorsements shall be on forms provided by the insurer and shall comply with the requirements set forth in this **Article 6.** All certificates and endorsements are to be received and approved by the Parties before this Agreement commences; however, failure to do so shall not operate as a waiver of these insurance requirements.

5.4.2 General Requirements. Except as otherwise provided herein, all insurance policies the City is required to obtain pursuant to this Article shall be placed and maintained with companies rated at least "A-/X" by A.M. Best Insurance Service and otherwise reasonably satisfactory to Developer. City's deductibles shall not exceed Ten Thousand and 00/100 Dollars ($10,000.00) or one percent (1%) of the face amount of the policy for the policy of property insurance, whichever is less, unless approved by Developer. The coverage amounts required for such insurance policies may be satisfied by any combination of primary and excess policies that collectively serve to satisfy the requirements of this Article.

ARTICLE 6
DAMAGE OR DESTRUCTION

6.1 Repair and Reconstruction. Except as otherwise stated in this **ARTICLE 6**, if the Parking Garage or any portion thereof is damaged or destroyed by fire or other casualty, the City shall affect or cause the Repair (as defined below) of such improvements and any other portions of the Parking Garage Property in accordance with the requirements set forth herein. As used in this **ARTICLE 6,** the term "Repair" or "Repaired" refers to any repair, replacement, reconstruction or restoration of the Parking Garage, as the case may be, to the condition that existed prior to such damage or destruction. The insurance proceeds received by the City in connection with any damage or destruction of the Parking Garage ("Insurance Proceeds") shall be used to Repair the Parking Garage. The City shall make such Repairs in accordance with the requirements set forth in this Article, and shall designate a construction consultant, a general contractor and an architect for the Repair. All Insurance Proceeds and any other monies allocated for the Repair shall be deposited into a separate segregated account and shall not be commingled with any other funds. If Insurance Proceeds are not sufficient and readily available to complete such Repair, the City shall provide additional funds needed to complete such Repair.

6.2 Repair Work. Any Repair which is required hereunder shall be undertaken with all diligence and commercially reasonable efforts in accordance with the original plans for the Parking Garage, modified as may be required by applicable building codes and regulations in force at the time of such Repair. In all cases, the City shall undertake Repair with all diligence as promptly as reasonably practical under the circumstances and shall diligently pursue the Repair to completion, subject to delays that are beyond the reasonable control of the City.

ARTICLE 7
DEFAULT; DISPUTE RESOLUTION

7.1 **Default; Dispute Resolution**. In regard to any disputes that may arise under this Agreement, it is the intent of the Parties that any such disputes be resolved amicably and, to the extent reasonably possible, without litigation. In that regard, in the event any dispute should arise and is not resolved at a management level, either Party shall have the right, exercisable by written notice to the other Party (an "Impasse Notice"), to refer such matter for resolution by the Parties' designated representatives. In the event an Impasse Notice is sent, then the Parties shall meet and attempt to resolve said matter in an amicable fashion within thirty (30) days after the date of the Impasse Notice (or sooner, if possible). If said dispute cannot be resolved within said thirty (30) day period, then the dispute shall be submitted to non-binding mediation as provided below.

Non-binding mediation shall be a condition precedent to initiating litigation or other dispute resolution relating to an Impasse Notice. The Parties shall endeavor to resolve the dispute which is the subject of the Impasse Notice by mediation using a third-party mediator mutually approved by the Parties. A request for mediation shall be made in writing, delivered by one Party to the other Party, and filed with the Person administering the mediation. The Parties shall endeavor in good faith to settle the dispute in an amicable manner within forty-five (45) days of submission to non-binding mediation.

The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Any Party may, within thirty (30) days from the date that mediation has been concluded without resolution of the dispute or sixty (60) days after mediation has been demanded without resolution of the dispute, proceed to pursue its other remedies at law or in equity pursuant to this Agreement.

The foregoing shall not be construed to limit or impede any Party's right to seek any available injunctive or similar equitable relief, nor to enforce a monetary award from mediation, in the courts.

7.2 **No Waiver**. No waiver by either Party of a breach of any of the terms, covenants or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by the other Party hereunder shall be implied from any omission by Developer or the City to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in such waiver. The consent or approval by Developer or the City to or of any act by the other Party requiring Developer's or the City's consent or approval, respectively, shall not be deemed to waive or render unnecessary Developer's or the City's consent or approval to or of any subsequent similar acts by the other party. Without limiting the generality of the foregoing, Developer's or the City's acceptance of any payments hereunder shall not be deemed a waiver of any breach by the other Party under the terms and conditions hereof.

ARTICLE 8
GENERAL PROVISIONS

8.1 **Notices**. Any notice, payment, demand, offer, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if sent by registered or certified mail (return receipt requested), postage and charges prepaid, or by Federal Express or other reputable overnight delivery service requiring a signature upon receipt, addressed as follows:

If to the City:
City of Eustis
Attn: Economic Development Director
10 North Grove Street
Eustis, FL 32726
Telephone: _____

With a copy to:
Derek A. Schroth, City Attorney
Bowen |Schroth
600 Jennings Avenue
Eustis, FL 32726
Telephone: 352-589-1414

To Developer:
_____
_____
_____
_____
Telephone: _____

With a copy to:
_____
_____
_____
_____
Telephone: _____

Any such notice shall be deemed to be given on the date on which it is received, or receipt thereof is refused. Any Party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other Party or Parties hereto.

8.2 **Binding Effect**. All of the covenants, conditions, restrictions, easements, rights, terms and provisions contained herein shall attach to and run with the Parking Garage Property and the Benefitted Property, and shall, except as otherwise set forth herein, benefit and be binding upon the successors and assigns of the respective Parties. This Agreement and all the covenants, conditions, restrictions, easements, rights, terms and provisions herein contained shall be enforceable as mutual, equitable servitudes in favor of said properties and any portion thereof,

shall create rights and obligations as provided herein between the respective Parties and shall be covenants running with the land. Every person who now or in the future owns or acquires any right, title or interest in or to any of the properties or portion thereof shall be conclusively deemed to have consented to and agreed to every covenant, condition, restriction, easement, right, term and/or provision contained in this Agreement, whether or not the instrument conveying such interest refers to this Agreement.

8.3 Attorneys' Fees. In the event of any controversy, claim or dispute between the Parties arising from or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable costs, expenses and attorneys' fees. For all purposes of this Agreement and any other documents relating to this Agreement, the terms "attorneys' fees" or "counsel fees" shall be deemed to include paralegals, and wherever provision is made herein or therein for the payment of attorneys' or counsel fees or expenses, such provision shall include such fees and expenses (and any applicable sales taxes thereon) incurred in any and all judicial, bankruptcy, reorganization, administrative or other proceedings, including appellate proceedings, whether such fees or expenses arise before proceedings are commenced or after entry of a final judgment.

8.4 Estoppel Certificate. Each of the Parties shall, upon the reasonable request of the other Party (or any current or prospective source of financing for such Party), and in each case within ten (10) business days after the other Party has requested it, execute and deliver to the appropriate Party a certificate in recordable form stating:

(a) that this Agreement is unmodified and is in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications or, if this Agreement is not in full force and effect, that such is the case);

(b) to the knowledge of the Party providing the certificate, that there are no defaults by it or the other Party (or specifying each such default as to which it may have knowledge);

(c) to its knowledge, whether there are any counterclaims against the enforcement of any Party's obligations; and

(d) any other matters reasonably requested.

8.5 Mortgagee Protection. No portion of this Agreement or any amendment or violation thereof shall operate to defeat or render invalid, in whole or in part, the rights of the beneficiary, insurer, guarantor, or holder of any mortgage or deed of trust encumbering any portion of the properties; provided that, after foreclosure of any such mortgage or deed of trust, the portion of the properties foreclosed upon shall remain subject to this Agreement.

8.6 Amendment and Assignment. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Agreement. Developer may not assign its rights or obligations under this Agreement without the prior written consent of the City and the CRA, which consent shall not to be unreasonably withheld, conditioned, or delayed; provided, however, Developer may assign its rights and obligations under this Agreement without the City's and the CRA's consent, in whole

or in part, to either (i) an entity that is affiliated with Developer, or (ii) the Owner(s) of any portion of the Benefitted Property. For purposes of this Section 8.6, "affiliate" means any other entity that Atrium Management Company, LLC (or its principals) and/or PRN Real Estate & Investments, Ltd. (or its principals) controls or manages. For the purposes of this definition, the term "controls or manages" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the entity in question, whether by the ownership of voting securities, contract or otherwise. Any reference to "Developer" in this Agreement shall mean and refer to an assignee under this Section 8.6 upon such assignment.

8.7 Consent. Unless otherwise specifically provided herein, no consent or approval by a Party permitted or required under the terms of this Agreement shall be valid or be of any validity whatsoever unless the same shall be in writing, signed by the Party by or on whose behalf such consent is given.

8.8 Relationship of Parties. The relationship of the Parties under this Agreement is that of independent parties, each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership, joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

8.9 Further Assurances. The Parties shall execute, acknowledge and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as any Party shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated thereby.

8.10 No Personal Liability. All costs, obligations and liabilities under this Agreement on the part of the Parties are solely the responsibility of the respective Party, and no partner, stockholder, member, director, officer, official, employee, agent or elected or appointed official of any Party to this Agreement shall be personally or individually liable for any costs, obligations or liabilities of such Party under this Agreement and each such Person may raise this Section 8.10 as a defense to any action brought seeking to impose such costs, obligations or liabilities on it. Except as any Party to this Agreement may otherwise agree in writing with regard to its liability, all Persons extending credit to, contracting with or having any claim against any Party to this Agreement, may look only to the funds and property of such Party for payment of any such suit, contract or claim to the extent such Party is liable therefor, or for the payment of any costs that may become due or payable to them from any Party to this Agreement.

8.11 Good Faith. In exercising their rights and fulfilling obligations under this Agreement, each Party acknowledges that the other Party has acted to date in good faith and each Party agrees to continue to act in good faith. Each Party acknowledges that in each instance under this Agreement where a Party is obligated to exercise good faith or to use good faith, diligent or other similar efforts, such Party shall not be required to expend any funds, or grant any other consideration of any kind, in the performance of such undertaking, and each Party further acknowledges that the obligation of any Party to act in good faith, or undertake good faith, diligent or other similar efforts does not constitute a warranty, representation or other guaranty that the result that the Parties are attempting to achieve shall be successfully achieved and no Party shall be liable for any failure to achieve the result or results intended so long as the Party has complied with its obligation to act in good faith.

8.12 **Severability**. In the event any covenant, condition, restriction, easement, right, term or provision contained herein is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, such holding shall in no way affect the validity of enforceability of any other covenant, condition, restriction, easement, right, term or provision contained herein.

8.13 **Governing Law**. This Agreement and the obligations created hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida and venue for any litigation shall be in Lake County, Florida.

8.14 **Captions**. Article and section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any covenant, condition, restriction, easement, right, term or provision hereof.

8.15 **Counterpart Signatures**. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one fully executed original.

(Signatures follow on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

ATTEST:

"City"

CITY OF EUSTIS

_____
_____, City Clerk

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 202___, by _____, as _____ of the City of Eustis, who is personally known to me.

NOTARY SEAL

_____
Notary Public

Print Name: _____

My Commission expires: _____

"**Developer**"

a _____

_____

By: _____
Name: _____
Title: _____

Name:_____

_____

Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202____ by _____, as _____ of _____ _____, a _____, on behalf of the _____. He/She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

_____
(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: _____

EXHIBIT “A”

Legal Description of Parking Garage Parcel

Lots 1, 2, 3, 4, 13, 14, 15, and 16, Block 15, Official Map of Eustis, according to the map or plat thereof as recorded in Plat Book 1, Page 79, Public Records of Lake County, Florida.

EXHIBIT “B”

Legal Description of Benefitted Property

Block 31, Official Map of Eustis, according to the map or plat thereof as recorded in Plat Book 1, Page 79, Public Records of Lake County, Florida.

EXHIBIT "C"

Legal Description of Hotel Parcel

Metes and bounds legal description to be determined. Parcel identified as "Hotel" on attached sketch.



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

Staff Report

TO: City Commission

FROM: Ronald Neibert, City Manager

DATE: September 9, 2021

RE: RESOLUTION NUMBER 21-64: PRELIMINARY SUBDIVISION PLAT WITH WAIVERS - ROYAL BROTHERS SUBDIVISION (GRAFTON RIDGE)

Introduction:
Resolution No. 21-64 approves a Preliminary Subdivision Plat waivers for Phase I of a 77-lot single-family detached residential subdivision on 14.8 acres on the east side of David Walker Drive, approximately 1,000 feet north of Mount Homer Road.

Background:
See attached Staff Report.

Recommended Action:
The administration recommends approval of Resolution Number 21-64.

Alternatives:
1. Approve Resolution Number 21-64
2. Deny Resolution Number 21-64

Attachments:
Staff Report Resolution Number 21-64
Resolution Number 21-64
Community Meeting Summary

Reviewed by:

Ronald Neibert, City Manager	Approved - 03 Sep 2021
Mary Montez, City Clerk	Approved - 03 Sep 2021

COMMUNITY MEETING SUMMARY
March 3, 2021

Proposed Subdivision (Royal Brothers Property – David Walker Drive)

The Department of Development Services facilitated a Community Meeting held in the Eustis City Commission Chambers at 6:00 PM on March 3, 2021, to review a proposed development on approximately 13 acres of property located on the east side of David Walker Drive.

Highlights of the meeting include the following:

1. **Number of citizens present:**
   7, including the 6 persons representing the applicant

2. **Eustis staff present:**
   Lori Barnes, AICP, Development Services Director

3. **Noticing:**
   a. The City advertised the Community Meeting and sent notices to property owners within 500 feet. The applicant posted the site.

4. **Nature of the proposal/meeting discussion:**
   a. At approximately 6:00 pm, Lori Barnes welcomed the attendees and explained the meeting is informal, with no decisions being made. Ms. Barnes explained the following:

      - This community meeting is an opportunity for the developer's representative to review the proposed project prior to brining a formal request to the City Commission.
      - The property proposed for development comprises approximately 13 acres on the east side of David Walker Drive (north of the Unitarian Church at the corner of David Walker Drive and Mt. Homer Road.
      - The land use designation of the property is Mixed Commercial/Residential which allows residential development up to 12 dwelling units per acre and commercial with a floor area ratio of 0.35. The design district of the property is Suburban Neighborhood which allows estate, house and duplex lot types as well as townhome and apartment lot types if 15% of the land area is dedicated to non-residential uses.
      - The project proposes detached single-family lots (70) at a density of 5.26 dwelling units per acre.

      Ms. Barnes then introduced the applicant's representatives Ben Ellis, Vijay Seelam, Hatem Okab of SM&E, Inc., and Jason Searl of Gray Robinson, P.A. Jason Lee and John Morris attended on behalf of the developer as well.

   b. Mr. Ellis used a PowerPoint to demonstrate the proposed project (attached). He reviewed the site location aerial map and indicated a 66 x 132 lot

connecting to Seminole Avenue will be part of the project but has not yet been annexed. Mr. Ellis discussed the existing conditions of the property; wooded and vacant and showed a contours map showing the direction of drainage generally toward David Walker Drive. He indicated that the site contains gopher tortoises and discussed the plan to avoid the tortoises in lieu of obtaining a relocation permit.

c. Mr. Ellis reviewed the current land use and design district and discussed the higher density and intensity of development permitted under the current designations versus the single-family subdivision proposed. He indicated that the applicant has the opportunity to build townhomes or apartments, but is requesting 40-foot wide single-family detached lots. (The lot widths will require a waiver approval by the City Commission).

d. The proposed subdivision layout was shown on the screen and Mr. Ellis indicated the areas to the north east and south west that would be minimally disturbed in order to protect the gopher tortoises. He indicated the primary access for the project would be on David Walker Drive with an emergency access only (fire/ems/police) to Seminole Avenue; a traffic study will be prepared as required and any necessary improvements made.

e. Mr. Ellis asked if there were questions.

f. The one member of the public (Ms. Wilkins) in attendance asked about next steps. Ms. Barnes summarized the review processes. First, tonight, the optional community meeting. The next step is also optional, concept plan review (either administrative or before the City Commission) for which no entitlements are granted. If City Commission approves the concept plan, the next step is Preliminary Subdivision Plat review with a public hearing before the City Commission. (It is at this point entitlements are granted if Commission approves). Next is the Final Engineering and Construction Plan review and approval and issuance of a Site Development Permit. The final step, which may run concurrently with the FECP, is the final plat prepared in accordance with Chapter 177 of the Florida Statutes to formalize the subdivision of lots and allow sale of same. Ms. Barnes shared that the Development Review Committee includes City staff (building, fire, water, wastewater, planning, engineering), Lake County Public Works if on a county road; Florida Department of Transportation if on a state road; SJRWD, DEP for water/sewer; Teco, Century Link, Duke Energy, Sumter Electric Co, Waste Management. Staff reviews the submittal to ensure compliance with local and state codes.

g. Ms. Wilkins asked if the developer had an idea of price points. Mr. Ellis stated between $250,000 and $300,000 for homes sized from 1,500 to 2,300 square feet. She also asked the name of the developer. Mr. Searl stated the developers name as PMDW Ventures, LLC. Ms. Wilkins that asked if they were purchasing the property from the Royal Brothers to develop to which he indicated the affirmative.

h. Ms. Barnes inquired if there were additional questions or comments, and seeing none, adjourned the meeting at approximately 6:25 pm.

i. After all the attendees left and Ms. Barnes was leaving the building, a person inquired as to the location of the meeting. The gentleman was a property owner in the Seminole Avenue neighborhood. Ms. Barnes indicated the meeting was over but gave him a copy of the preliminary subdivision layout and answered his questions. The primary concern was regarding access to Seminole Avenue, which will be for emergency access only.

Attachments: Notice of Community Meeting, Community Meeting Sign-In Sheet

RESOLUTION NUMBER 21-64

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A PRELIMINARY SUBDIVISION PLAT (PHASE I) WITH WAIVERS FOR THE ROYAL BROTHERS SUBDIVISION, A 77-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION, ON APPROXIMATELY 14.8 ACRES ON THE EAST SIDE OF DAVID WALKER DRIVE, APPROXIMATELY 1,000 FEET NORTH OF MOUNT HOMER ROAD.

WHEREAS, S&ME, Inc., on behalf of Royal Brothers and Unitarian Universalist Congregation of Lake County, Inc., has made an application for a Preliminary Subdivision Plat (Phase I) approval of the Royal Brothers Subdivision (Grafton Ridge) a 77-lot single-family residential subdivision on approximately 14.8 acres on the east side of David Walker Drive, approximately 1,000 feet north of Mount Homer Road, as shown in Exhibit A, property more particularly described as:

Alternate Key: 1216826 Parcel Number: 15-19-26-0004-000-01500

NW 1/4 OF SE 1/4 OF SE ¼ ORB 692 PG 2153

Alternate Key: 3906374 Parcel Number: 15-19-26-0004-000-03900

N 311.12 FT OF SW 1/4 OF SE 1/4 LYING SE'LY OF RR R/W—LESS DAVID WALKER DR--IN SEC 15-19-26 ORB 4917 PG 2480

A Portion of Alternate Key: 1094909 Parcel Number: 15-19-26-0004-000-01800

THE SOUTH 130.00 FEET OF THE NORTH 441.12 FEET OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORI DA, LYING SOUTHEAST OF THE RAILROAD, LESS AND EXCEPT THAT PARCEL DESCRIBED IN RIG HT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 993, PAGE 1234, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

WHEREAS, the property described above has a Land Use Designation of Mixed Commercial/Residential and a Design District Designation of Suburban Neighborhood; and

WHEREAS, detached single family uses are permitted in the Mixed Commercial/Residential (MCR) land use designation; and

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

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

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

SECTION 1. That the Royal Brothers (Grafton Ridge) Phase I Preliminary Subdivision Plat for a 77-lot single-family residential subdivision, located on David Walker Drive approximately 1,000 feet north of Mount Homer Road, attached hereto as Exhibit "A", is hereby approved with waivers to the Land Development Regulations as follows:

a) Waiver to Sec. 110-4.2 to reduce the minimum lot width at the street to allow 40-foot wide lots.
b) Waiver to Section 110-4.2 to reduce the minimum lot depth to allow Lots 6, 7, 10, 11, 51 and 59 to be 95-feet deep; and to allow Lots 5, 12-29, 31, and 62-65 to be 101.5-feet deep.

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

a) Submit the Final Plat and Final Engineering and Construction Plans complying with all requirements of the Land Development Regulations and Florida Statutes and the provisions of this resolution within one year of the approval of this resolution.
b) Submit, as part of the Final Engineering and Construction Plans, a revised tree removal plan providing for preservation of a minimum of 4 to 5% of the protected trees onsite (6-inch DBH; non-invasive species).
c) Develop the property in accordance with the approved Preliminary Subdivision Plat as referenced in Section 1 and attached hereto as Exhibit "A," as required to be amendment to include Phase II as specified below.
d) Obtain and provide copies of all applicable permits from other jurisdictional agencies.
e) Submit Preliminary Subdivision Plat Modification to include Phase II emergency access road on property AK 1216834 by November 1, 2021.

SECTION 3. That the Royal Brothers (Grafton Ridge) Subdivision approval shall be subject to additional conditions as follows:

a) Infrastructure construction certification and acceptance by the City of Eustis shall not occur unless and until:
   i. A resolution approving a Phase II Preliminary Subdivision Plat to include an emergency access road on property AK 1216834 is adopted by the City Commission, or a Phase II plat that provides the required emergency access point in an alternate location as approved by the Authority Having Jurisdiction.
   ii. The required emergency access is constructed and deemed acceptable by the Authority Having Jurisdiction.
b) Building permits for vertical construction shall not be issued in advance of an approved Phase II plat.

SECTION 4. That this Resolution shall be effective immediately upon adoption.

DONE AND RESOLVED this 9th 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 physical presence, this 9th 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.

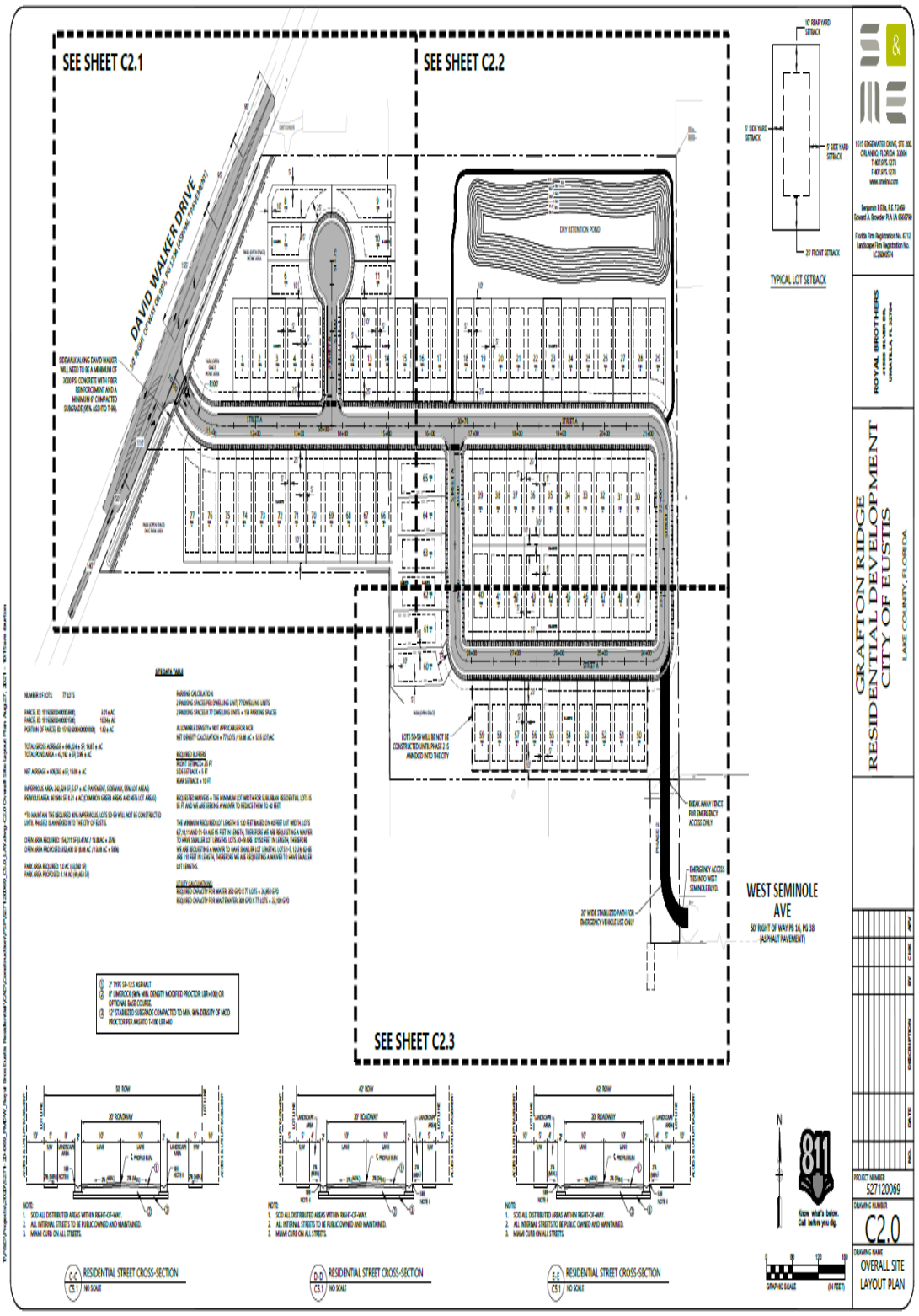
City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 21-64 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"


SEE SHEET C2.1
SEE SHEET C2.2
SEE SHEET C2.3
DAVID WALKER DRIVE
WEST SEMINOLE AVE
TYPICAL LOT SETBACK
GRAFTON RIDGE
RESIDENTIAL DEVELOPMENT
CITY OF EUSTIS
LAKE COUNTY, FLORIDA
ROYAL BROTHERS
OVERALL SITE LAYOUT PLAN
PROJECT NUMBER
52712.0069
DRAWING NUMBER
C2.0
Know what's below. Call before you dig.

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 9, 2021

RE: RESOLUTION NUMBER 21-64: PRELIMINARY SUBDIVISION PLAT (PHASE I) APPROVAL WITH WAIVERS FOR ROYAL BROTHERS (GRAFTON RIDGE) SUBDIVISION

Introduction:
Resolution Number 21-64 approves a Preliminary Subdivision Plat with waivers for Phase I of a 77-lot single-family detached residential subdivision on 14.8 acres on the east side of David Walker Drive, approximately 1,000 feet north of Mount Homer Road.

Recommended Action:

The administration recommends approval of Resolution Number 21-64.

Background:
Pertinent Site Information:

a. The proposed development is to be located on an upland, wooded and vacant, 14.8- acre parcel located on the east side of David Walker Drive, approximately 1,000 feet north of Mount Homer Road.

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

	Future Land Use	Existing Use	Design District
Site	Mixed Commercial/Residential	Vacant	Suburban Neighborhood
North	Public/Institutional	Public Works Yard	Suburban Neighborhood
South	Mixed Commercial/Residential & Urban Residential	Church & Multi-Family	Suburban Neighborhood
East	Mixed Commercial/Residential & Lake County Urban Low	Multi-Family, Medical Office and Single-Family	Suburban Neighborhood & N/A
West	Tavares Medium Density	Multi-Family under	N/A

(12 du/ac)	construction

c. The site is NOT located in the Wekiva Study Area and is NOT in a high recharge area.

d. On August 3, 2021, the Development Review Committee recommended approval of the project to proceed to City Commission for consideration, subject to receipt of a tree removal plan.

Proposed Development:
Per Exhibit A attached to the resolution, the applicant is requesting approval of a Preliminary Subdivision Plat (with waivers) for Phase I of a residential subdivision to include 77-lots for single-family detached residences. Due to pending annexation of a 66-foot wide lot on W. Seminole Avenue and the delay of same due to the affect of House Bill 59 (delay awaiting Eustis adoption of Property Rights Element), the project will be submitted for review and approval in two phases, with the future Phase II addressing the addition of 0.26 acres (66-foot lot) for a fire department required emergency access point on W. Seminole. (See resolution conditions). Phase I of the project includes the following development characteristics:

Subdivision Component	Code	Provided
Gross Area	n/a	14.8 acres
Net Area (gross area less wetlands, water bodies, flood zones)	n/a	14.8 acres
Lot Typology	House Lot (modified/waivers required)	77
Density	12 dwelling units/acre maximum	5.2 dwelling units/acre
Open Space	25% minimum	58%
Park Space	1.0 acres	1.14 acres
Impervious Surface	40% maximum	37%

Waivers:
The applicant is requesting two waivers to the Land Development Regulations as follows:

a) Waiver to Sec. 110-4.2 to reduce the minimum lot width at the street to allow 40-foot wide lots.

b) Waiver to Section 110-4.2 to reduce the minimum lot depth to allow Lots 6, 7, 10, 11, 51 and 59 to be 95-feet deep; and to allow Lots 5, 12-29, 31, and 62-65 to be 101.5-feet deep.

Regarding the requested waivers, the applicant has submitted the following justification statement: The intent of the developer is to provide lot sizes between 3,000 and 5,000

square feet with smaller houses to have the homes at reasonable prices and to encourage millennials to invest in their first homes. Smaller lot sizes and smaller houses mean low maintenance, encouraging first time buyers to invest in their first homes. Additionally, pedestrian and vehicular circulation onsite via looped roads have led to a reduction in lot sizes.

Analysis of Request According to Applicable Policies and Codes:

a. Comprehensive Plan - Future Land Use Element Appendix; Land Development Regulations Section 109-2.6, 109-3, 109-4: Mixed Commercial / Residential (MCR)
This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses.

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

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

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

The preliminary subdivision plat provides for single-family detached homes at a density of 5.2 units per acre (allowed up to 12 du/ac). The plan provides for roadway, sidewalks and maximum lot coverage specified for each lot resulting in a maximum impervious surface area of 37.0%; less than the maximum. The proposed plan is consistent with the Future Land Use Element Appendix of the Comprehensive Plan and the Land Development Regulations.

b. Land Development Regulations – Design Districts Section 109-5.5 Suburban development patterns: Intent. The suburban development pattern relies primarily on a pattern of residential development that provides the majority of property owners with substantial yards on their own property. The street layout, comprised of streets with fewer vehicular connections, helps to reduce cut-through traffic and establishes distinct boundaries for residential communities/subdivisions. Nonresidential uses are primarily located on corridors, districts and a mix of uses is prominent in centers. Each land use provides for pedestrian and bicycle connections.

The subdivision layout meets the intent of the suburban neighborhood development district. The primary subdivision entrance is provided on David Walker Drive with a future emergency access connection to W. Seminole Avenue (to be submitted via a Phase II preliminary subdivision plat as provided for in the resolution). Sidewalks are provided along David Walker Drive throughout the subdivision as well as pedestrian connections to internal park spaces.

c. Land Development Regulations – Building Lot Types – Section 110-4.2 House Lot

Minimum house lot requirements in Suburban design districts include the following:

Width of 55-feet; Depth of 120-feet; Square Footage of 6,600 feet

Minimum setback requirements for House Lots in Suburban design districts include the following:

Street setback of 25-feet; Common lot setback of 5-feet; Rear setback of 10-feet

The subdivision plat proposes modified House Lot typologies, which require the following waiver approvals:

a) Waiver to Sec. 110-4.2 to reduce the minimum lot width at the street to allow 40-foot wide lots.
b) Waiver to Section 110-4.2 to reduce the minimum lot depth to allow Lots 6, 7, 10, 11, 51 and 59 to be 95-feet deep; and to allow Lots 5, 12-29, 31, and 62-65 to be 101.5-feet deep.

The Suburban Neighborhood design district permits Estate Lots, House Lots and Duplex lots. Apartment and Townhome Lots would be permitted on this MCR parcel with 15% of the acreage dedicated to non-residential support uses. While the proposed modified House Lot dimensions are more consistent with a Cottage Lot (permitted in Suburban Corridor), the property subject to this request could have developed as mixed-use commercial (over 480,000 square foot) with multi-family (up to 177 units). The density proposed at 5.2 du/acre is well below the maximum of 12 du-ac, and the density of most of the surrounding area is 10 to 12 du/ac (Colony Court, Eustis Sands, Franklin House and the multi-family under construction on the Tavares side of David Walker Drive).

The smaller lot type in an area with higher density development, public works uses (City public works yard, Duke, Century Link) with nearby community service and shopping uses will provide housing options for a niche market (those pursuing home ownership versus apartment living yet seeking low cost and maintenance). Providing for a more affordable, lower maintenance home ownership opportunity is consistent with the goals and objectives of the Comprehensive Plan Housing Element to meet projected demand and to accommodate the needs of the various household types and income groups characteristic of the city and planning area. (HOUSING GOAL HSG 1 & OBJECTIVE: HSG 1.1).

d, Land Development Regulations – Chapter 115 General Building and Site Design Standards

Section 115-3.2. addresses suburban districts and residential compatibility and requires that the maximum residential density permitted be consistent with the applicable land use district and further limited by providing compatible building lot

types. The maximum residential density of the Mixed Commercial/Residential (MCR) future land use district is 12 dwelling units per acre, the subdivision proposes a density of 5.2 dwelling units per acre on modified House Lots, which is compatible with the surrounding densities in the area (MCR, Urban Residential and Tavares Medium Density. This section also requires the following:

Sec. 115-3.2. (b) When any suburban design district abuts an existing development in a suburban district, and proposed new residential lots will share a common boundary with existing or platted lots: (1) The width of the new lots may be no more than 150 percent of the width of the existing or platted lots, unless: (a) The existing or platted lots are non-conforming to the suburban design district standards; (b) Central sewer service is not available.

The nearest platted detached single-family lots are in unincorporated Lake County along Seminole Avenue, which lots are 90 x 110 and 90 x 123. The proposed lots are 40-feet wide, and central sewer is available, thus, 115-3.2.(b) does not apply.

Section 115-4.2.1. (and Comprehensive Plan Policies FLU 5.2.1 and 5.2.9) includes general site design criteria to respect the natural topography of the site and follow the outlined four-step design process. The applicant has demonstrated compliance as follows:

"When the lots were laid out, the existing topographic elevation was followed to keep the low point on the northeast corner of the property, and the north edge of the property was regraded to accommodate the lots and keep the existing low point. The open space area has been provided along the western property boundary and is all contiguous to provide the residents with an active and passive activity areas at proximity. These areas will be planted with Florida native trees and grass to restore the natural habitat. In areas not being disturbed, existing trees will be protected onsite. The proposed pond will be a dry retention pond and shrubs and trees will be provided around the pond to cover the 75 percent of the perimeter as needed.

The streets were laid out with a main street and two loops tying into it onsite for vehicular circulation and (future) emergency access and the lots laid out along the access streets. Due to site restrictions some of the lots ended up being smaller than the 120 feet required by the code. Sidewalk has been provided on either side of the street and access provided to all the open space areas onsite for easy access.

Minimization of site disturbance is not possible with a 77 (80) unit residential development where the site grade falls 20 feet west to east of the site. To keep the ADA accessibility on the site the streets must be graded such that they are below the 5 percent longitudinal slope and the dirt onsite is balanced. As part of the grading exercise, we made sure the dirt imported onto the site was minimal which is around 280 cu-yards, thus keeping the existing native soils onsite. The landscaping and the sod used in the common areas and on the lots will be Florida native not needing irrigation. The site development was based on LDR requirements for the suburban development, and we followed the typical section referenced in the code. As mentioned above, the common open space areas have been concentrated

at common locations onsite to keep the areas contiguous that will help with the runoff infiltration into the ground."

Compliance with the City's provisions regarding minimization of site disturbance can be challenging. The submitted tree removal plan contemplates retaining only 11 of 1,232 protected trees. Staff has reviewed the tree removal plan and the grading and drainage plan and believes additional opportunities for tree preservation exist in the northeast park area, the north/central open area (potential gopher tortoise habitat indicated as an area to avoid per S&ME at the community meeting) between the lots and the retention pond, and in several other open areas outside of the proposed platted lot boundaries. In order to demonstrate the project meets the intent of the site design standards (protect listed species/habitat), staff is requesting, and has included as a condition in the proposed resolution, the submittal of a revised tree removal plan during the Final Engineering & Construction Plan review, to include the preservation of 4 to 5% of the protected trees onsite.

Section 115-4.9 includes the City's stormwater management regulations. The site is within Drainage Basin 23. According to the applicant's engineer and submitted drainage calculations; proposed drainage plan and stormwater pond has been designed to provide the required stormwater. Via the development review committee process, the city engineering department reviewed and approved the drainage calculations and stormwater plan. A St. Johns River Water Management District permit will also be required.

Sections 115-7, 8 and 9 outline standards for transportation, parks, and landscaping. A trip generation statement was prepared for the subdivision and submitted for review (based on 80 lots, now reduced to 77). Additional PM peak hour trips associated with the new development (at 80 lots) would total 82 trips, which qualifies for an exemption to a tier 1 traffic impact analysis.

Regarding parks, the subdivision plan provides for a mini park/playground special use park (dog park) and a multi-purpose trail around the perimeter of the pond. The provided park space on the subdivision plan exceeds the minimum park space required by the Land Development Regulations (1.14 acres vs. minimum 1.00).

Landscape buffers are proposed in compliance with city regulations along David Walker Drive, and additional perimeter landscape buffer areas are included around the subdivision, including on the eastern perimeter.

Summary of Recommendation:

Staff recommends approval of the Royal Brothers (Grafton Ridge) Subdivision, with conditions as proposed in the attached resolution. The proposed density of 5.2 units per acre falls below the maximum and the subdivision plan meets or exceeds required design standards per the Land Development Regulations (except where resolution conditions are

included). The requested waivers have been adequately justified, and will not negatively affect the health, safety and welfare of the public.

Alternatives:

1. Approve Resolution Number 21-64
2. Deny Resolution Number 21-64

Discussion of Alternatives:
Alternative 1 approves Resolution Number 21-64

Advantages:

- The property owner can move forward with the proposed development.
- The action will provide for new residential development, potential job creation in the city, and increased tax revenue.
- The action is consistent with the Commission's Strategic Plan policies to encourage economic development.
- The action is consistent with the goals, objectives, and policies of the Comprehensive Plan, including the Housing Element, which outlines the goal to promote safe, sanitary and affordable housing to meet the needs of various household types and income groups characteristic of the city and planning area.

Disadvantages:

- The action includes approval of waivers to the Land Development Regulations.

Alternative 2 denies Resolution Number 21-64.

Advantages:

- The Commission could request modifications to the preliminary plat layout.

Disadvantages:

- The property owner could not develop according to the submitted preliminary plat.
- The City could lose an economic development opportunity.

Budget / Staff Impact:

There would be no direct cost to the City associated with the action other than providing standard City services to the development. There would be no additional staff time beyond the normal plan review process and building inspection. Upon end user development, the City would realize increased tax revenue.

Community Input:
A community meeting was held on March 3, 2021; one member of the public attended. A summary of the community meeting is attached. Development Services has placed the proper legal advertisements in the newspaper; notified surrounding property owners within 500 feet; and the property was posted. To date, there has been no expressed support or opposition on the proposed resolution.

Prepared By:

Lori Barnes, AICP, Development Services Director

Attachments

- Resolution Number 21-64 w/Exhibit A – Preliminary Subdivision Plat
- Community Meeting Summary

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 9, 2021

RE: RESOLUTION NUMBER 21-65: APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT ALLOWING THE CITY OF EUSTIS TO PARTICIPATE IN THE AMERICAN RESCUE PLAN ACT (ARPA) LOCAL RECOVERY FUNDING AGREEMENT

Attachments:
Agreement American Rescue Grant Act with State of Florida
Resolution 21-65 ARPA Agreement

Reviewed by:

Ronald Neibert, City Manager	None
Mary Montez, City Clerk	None

Agreement Number: Y5080
Unique Identifier Code: FL0084

AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Eustis, City of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,1, and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
C. ARPA allocated **$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
D. The Secretary disbursed **$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
E. A remaining balance of **$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

(1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

(2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024,** unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.

(3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **$10.669.685.00.**

(4) USE OF FISCAL RECOVERY FUNDS
   a. The State, through the Division, will-within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary-make an initial disbursement to the non-entitlement

[1] https://www.regulations.gov/document/TREAS-D0-2021-0008-0002 | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.[2] Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will-within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary-make a second disbursement to the non-entitlement unit of local government.

b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024[3], such as:
    i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
    ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
    iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
    iv. to make necessary investments in water, sewer, or broadband infrastructure.
d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
    i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
        1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;[4]
        2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;[5]
        3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;[6]
        4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;' and
        5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.'
    ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."[9] Examples of essential workers include, but are not limited to:
        1. Stall at nursing homes, hospitals, and home care settings;
        2. Workers at farms, food production facilities, grocery stores, and restaurants;
        3. Janitors, truck drivers, transit stall, and warehouse workers
        4. Public health and safety stall;
        5. Childcare workers, educators, and other school staff; and

---

[2] "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"
[3] https://home.treasury.gov/system/liles/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf
[4] *See* Federal Register, pg. 26790.
[5] *Id.*
[6] *Id.* at. 26791
[7] *Id* at 26791-26797
[8] *Id.*
[9] *Id.* at 26797

6. Social service and human services staff_10

iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.[11]

iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services. [12]

e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.

i. The following 2 CFR policy requirements apply to this assistance listing[13]:
Subpart B, General provisions;
Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
Subpart D, Post Federal; Award Requirements;
Subpart E, Cost Principles; and
Subpart F, Audit Requirements.

ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, 0MB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. §
200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).

b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.

b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

---

10 *Id.*

11 *Id.* at 26799

12 *Id.* at 26802

[13] As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

e. The contact information of the representative of the Recipient is:

Authorized Representative:
Title:
Address:
Telephone:
Email:

(7) PAYMENT

a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
   i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
   ii. Authorized representative name, title, and email;
   iii. Contact person name, title, phone, and email;
   iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
   v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
   vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
   vii. Signed Award Terms and Conditions Agreement (Attachment E).

b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

> By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

(8) RECORDS

a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).

b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:

i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject lo disclosure under Chapter 119, Florida Statutes.
b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payment in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."
c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
d. The Recipient certifies the following:
    i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

    ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
    iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
    iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT
    i. In accordance with 41 CFR §60-1 A(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

    During the performance of this contract, the contractor agrees as follows:

    1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

"Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)."

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC§ 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient."

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT
Eustis, City of

By:

Name and title:
Date:
FEIN: 596000316
DUNS: 949368294

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: ----,-=---,.,--.,--=-.,..-,--=cc -------
Name and Title: **Kevin Guthrie, Director**
Date:_____

11

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF **THE** FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management
Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)
Catalog of Federal Domestic Assistance number: 21.027
Amount of State Funding: **$10.669.685.00**

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, , am the Authorized Agent of Eustis, City of ("Recipient") and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No.117-2, Title VI (March 11, 2021).

2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.

3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.

4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.

5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.

6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.

7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

8.1 acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.

9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:

a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

b. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or

d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By:

Signature:

Title:

Date:

Attachment B

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, , certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Recipient,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et *seq.* apply to his certification and disclosure, if any.

By:

Signature:

Title:

Date:

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

0MB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

I. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.),* as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective comm1mication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

_____ _____

Eustis, City of Date

_____

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated **burden associated with this collection of information is 30 minutes per response. Comments concerning the** accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

0MB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Eustis, City of

Address:

DUNS Number: 949368294

Taxpayer Identification Number: 596000316

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Eustis, City of

_____

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

_____

Authorized Representative:

Title:

Date:

PAPERWORK.REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by 0MB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

S. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. 0MB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

i. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of! 970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

u1. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

1v. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
1v. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

RESOLUTION NUMBER 21-65

A RESOLUTION APPROVING AND RATIFYING AN AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT, AND RELATED MATTERS; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR FUNDING FOR THE CITY OF EUSTIS THROUGH THE AMERICAN RESCUE PLAN ACT AND DISTRIBUTED THROUGH THE STATE OF FLORIDA AND; TO AUTHORIZE FINANCE TO MAKE THE APPROPRIATE BUDGET AMENDMENTS NECESSARY ONCE THE FUNDING IS RECEIVED.

WHEREAS, in January 2020, the World Health Organization declared the spread of the 2019 Novel Coronavirus (COVID-19) virus constituted a public health emergency of international concern and that the Secretary of Health and Human Services, under section 319 of the Public Health Service Act, did determine and declare that a public health emergency exists in the United States; and

WHEREAS, in response to the threat to public health and safety and the significant ongoing negative economic impact of the COVID-19 outbreak, the United States Congress in 2020 passed a series of funding aid, relief, assistance, and recovery measures, including the Coronavirus Preparedness and Response Supplemental Appropriations Act, the Families First Coronavirus Response Act, the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the Paycheck Protection Program and Health Care Enhancement Act, and the year-end Consolidated Appropriations, Coronavirus Response and Relief Supplemental Appropriations Act; and

WHEREAS, the United States Congress on March 11, 2021, passed the American Rescue Plan Act of 2021 (ARPA), which provides an additional $1.9 trillion of federal relief to address the continued impact of COVID-19 on the economy, public health, state, and local governments, individuals, and businesses, including additional direct stimulus payments, tax credits, vaccination programs, homeowner assistance, extended unemployment benefits, fiscal relief funds to state and local governments, and other program areas aimed at mitigating the continuing effects of the pandemic; and

WHEREAS, a provision of the ARPA established the $362 billion Coronavirus State and Local Fiscal Recovery Fund (Fiscal Relief Funds) providing direct aid to state and local governments aimed at mitigating the continuing economic impact of the COVID-19 pandemic; and

WHEREAS, for purposes of the Fiscal Relief Funds distribution channels, the City is considered a non-entitlement unit of local government (NEU), as defined by the Housing and Community Development Act 42 U.S.C. 5302(a)(5) as typically serving less than 50,000 constituents, and therefore will only be eligible to receive the Fiscal Relief Funds through the State of Florida rather than directly from the U.S. Department of the Treasury; and

WHEREAS, the State of Florida, Division of Emergency Management (the "Division") has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and

WHEREAS, pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the local governments under the ARPA; and

WHEREAS, based on current preliminary determinations, the City is expected to receive approximately $10,669,685.00 million of the Fiscal Relief Funds from ARPA; and

WHEREAS, for receipt of the Fiscal Relief Funds, the U.S. Department of the Treasury has issued extensive regulatory requirements of representations, certifications, reporting, and other documentation which will be required from both the State and the City, before the City receiving any Fiscal Relief Funds distribution; and

WHEREAS, the City's receipt of any Fiscal Relief Funds is conditioned on the City executing an American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement ("ARPA Agreement") with the Division; and

WHEREAS, COVID-19 pandemic has resulted in an unprecedented interruption of services, impacts on the national and local economy, and to the resources necessary to respond to the public health emergency and its negative economic effects; and

WHEREAS, the City deems entering into the ARPA Agreement will achieve important City objectives such as mitigating the continuing effects of the COVID-19 pandemic and its negative economic impacts; and

WHEREAS, the City of Eustis certifies that for purposes of Section 603(b)(2)(B) of the Social Security Act as added by section 9901 of the American Rescue Plan Act, that it is a non-entitlement unit of local government which is eligible and does hereby elect to receive the maximum distribution from Coronavirus Local Fiscal Recovery Fund; and

WHEREAS, the Fiscal Relief Funds provided for by the ARPA Agreement support the City's ability to respond to the economic effects of the COVID-19 pandemic, which is necessary for the interest of public health, safety, morals, and welfare of the City of Eustis; and

WHEREAS, the City hereby finds the ARPA Agreement is in the best interests of its citizens.

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

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

1. The ARPA Agreement is hereby ratified and approved.
2. The City of Eustis authorizes the Mayor to execute the necessary documents to effectuate the ARPA Agreement.
3. The City Commission hereby authorizes the Finance Director to make the appropriate amendments for the receipt of the funds based on the Fiscal Year received.
4. This resolution shall take effect immediately upon adoption.

DONE AND RESOLVED, this 9th day of September 2021, in a 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 9th 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 21-65 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

TO: EUSTIS CITY COMMISSION

FROM: RONALD R. NEIBERT, CITY MANAGER

DATE: September 9, 2021

RE: Resolution Number 21-65
Approving an agreement with the State of Florida, Division of Emergency Management, allowing the City of Eustis to participate in the American Rescue Plan Act (ARPA) Local Recovery Funding agreement

Introduction:
The purpose of Resolution Number 21-65 is to obtain funding through the American Rescue Plan Act Administration through the State of Florida.

Recommended Action:
Staff recommends approval of Resolution Number 21-65 providing a substantial infusion of funding to eligible state, local, territorial and tribal governments to assist in helping to turning the tide on the pandemic and address its economic fallout, laying the foundation for a strong and equitable recovery.

Background:
The United States Treasury was authorized to release funding to the individual State and the State of Florida, Division of Emergency Management has been the focal point of distribution of appropriate funds to the Cities within the State having populations of less than 50,000. Funding for the City of Eustis will be in the amount of $10,669,685. The original estimate was $8,950,000; therefore, an additional $1,719,685 in funding was allocated to Eustis based on a combination of the federal and state calculations of entitlements. The initial disbursement will be in the amount of 50% or $5,334,842.50. The balance will be distributed no later than 12 months from the date upon which the State makes the initial payment. The agreement will be effective upon execution with the ending on December 31, 2024. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.

Uses of the funding are as follows:

- to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small

businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

- to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
- to make necessary investments in water, sewer, or broadband infrastructure.

As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.

To date the City has complied with all request of the State of Florida, Division of Emergency Management and is eligible for the receipt of these funds.

Budget/Staff Impact:
The City Budget will be amended as needed for the funding to be received as well as the projects to be assigned to the funding.

Prepared By:
Mike Sheppard, Finance Director

Attachment: American Rescue Plan Act Agreement

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 9, 2021

RE: RESOLUTION NUMBER 21-66: TENTATIVE MILLAGE RATE FOR 2021

Introduction:
Resolution Number 21-66 establishes the tentative millage rate for FY 2021-2022 as 7.5810 mills.

Background:
See attached Staff Report.

Attachments:
Staff Report - Resolution Number 21-66 tentative millage
Resolution Number 21-66 tentative Millage
Exhibit A 2021-Proposed-Millage-Rate-Comparison

Reviewed by:

Ronald Neibert, City Manager	None
Mary Montez, City Clerk	None

Exhibit A

TAXING AUTHORITY	2020 ADOPTED RATE	2021 ROLLED-BACK RATE	2021 PROPOSED RATE	2021 PROPOSED % CHANGE OVER ROLLED-BACK RATE	2021 PROPOSED % CHANGE OVER 2020 ADOPTED RATE	1.) PROPOSING THE ROLLED-BACK, or 2.) A RATE LOWER THAN PRIOR YEAR, or 3.) A RATE LOWER THAN ROLLED-BACK
LAKE COUNTY BOARD OF COUNTY COMMISSIONERS						
LAKE COUNTY BCC GENERAL FUND	5.0327	4.8351	5.0529	4.50%	0.40%	
MSTU FIRE	0.4704	0.4326	0.5138	18.77%	9.23%	
MSTU AMBULANCE	0.4629	0.4447	0.4629	4.09%	0.00%	
MSTU STORMWATER	0.4957	0.4740	0.4957	4.58%	0.00%	
TOTAL BCC MILLAGE	6.4617	N/A	6.5253	N/A	0.98%	
VOTED DEBT SERVICE	0.1100	N/A	0.0918	N/A	-16.55%	YES
LAKE COUNTY WATER AUTHORITY	0.3368	0.3229	0.3229	0.00%	-4.13%	YES
SCHOOL BOARD						
STATE (Required Local Effort - RLE)	3.7010	3.5371	3.5940	1.61%	-2.89%	YES
LOCAL (Discretionary Operating & Capital Imp.)	2.9980	2.8652	2.9980	4.63%	0.00%	
TOTAL SCHOOL	6.6990	N/A	6.5920	N/A	-1.60%	YES
HOSPITALS						
NORTH LAKE HOSPITAL DISTRICT	0.8950	0.8550	1.0000	16.96%	11.73%	
STATE WATER MGT. DISTRICTS						
ST JOHNS FL WATER MGT DISTRICT	0.2287	0.2189	0.2287	4.48%	0.00%	
SOUTHWEST FL WATER MGT DISTRICT	0.2669	0.2535	0.2535	0.00%	-5.02%	YES
CITIES						
ASTATULA	7.5000	7.1113	7.5000	5.47%	0.00%	
CLERMONT	4.2061	4.0456	4.2061	3.97%	0.00%	
EUSTIS	7.5810	7.1548	7.5810	5.96%	0.00%	
FRUITLAND PARK	3.9134	3.8365	3.9134	2.00%	0.00%	
GROVELAND	5.2000	5.0368	5.2000	3.24%	0.00%	
HOWEY IN THE HILLS	7.5000	7.0576	7.5000	6.27%	0.00%	
LADY LAKE	3.3962	3.2896	3.3962	3.24%	0.00%	
LEESBURG	4.1086	4.0192	4.0192	0.00%	-2.18%	YES
MASCOTTE	7.1323	6.9646	5.7500	-17.44%	-19.38%	YES
MINNEOLA	6.1000	6.2836	5.9000	-6.10%	-3.28%	YES
MONTVERDE	2.8300	2.7543	2.8300	2.75%	0.00%	
MOUNT DORA	5.9603	5.7799	6.2000	7.27%	4.02%	
TAVARES (General Fund Only - debt millage not included)	6.9000	6.4948	6.8500	5.47%	-0.72%	YES
UMATILLA	7.1089	6.8976	7.1089	3.06%	0.00%	

Source: Lake County Property Appraiser's Office. Carey Baker, CFA, Property Appraiser

August 16, 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 9, 2021

RE: RESOLUTION NUMBER 21-66
TENTATIVE MILLAGE RATE FOR 2021

Introduction
Resolution Number 21-66 establishes the tentative millage rate for FY 2021-2022 as 7.5810 mills.

Recommended Action
Staff recommends approval of Resolution Number 21-66.

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

Discussion of Alternatives

1. Sets the tentative 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 tentative 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 tentative 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 21-66

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 9, 2021, the City of Eustis, Lake County, Florida, held a public hearing on the Fiscal Year 2021-2022 Tentative 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 Tentative 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 9th 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 9th 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 21-66 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 9, 2021

RE: RESOLUTION NUMBER 21-67: ADOPTING A TENTATIVE BUDGET FOR FISCAL YEAR 2021-2022

Introduction:
Resolution Number 21-67 adopts the Tentative Budget for FY 2021-2022, after the required public hearing.

Background:
See attached Staff Report.

Attachments:
Staff Report - tentative Budget 21-22
Resolution Number 21-67 tentative Budget
EXHIBIT A FY 2021-2022 Eustis Budget Summary

Reviewed by:

Ronald Neibert, City Manager	None
Mary Montez, City Clerk	None

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

TO: EUSTIS CITY COMMISSION

FROM: RONALD R. NEIBERT, CITY MANAGER

DATE: SEPTEMBER 9, 2021

RE: RESOLUTION NUMBER 21-67
ADOPTING A TENTATIVE BUDGET FOR FISCAL YEAR 2021-2022

Introduction
Resolution Number 21-67 adopts the Tentative Budget for FY 2021-2022, after the required public hearing.

Recommended Action
Staff recommends approval of Resolution Number 21-67.

Background
Florida State Statutes require each taxing authority to annually adopt tentative and final budgets. 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 will advertise 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.

The proposed tentative 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 proposed, contains more revenues than expenditures for Fiscal Year 2021-2022. The proposed tentative budget also includes funding for employee compensation increases, insurance increases and funding for the Capital Improvement Plan. The City will advertise the budget on the City website as required by State Law and a copy is provided to the Commission with this agenda item.

Alternatives
1. Adopt Resolution Number 21-67 and approve the budget presented as Tentative.

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

Discussion of Alternatives

1. Alternative 1 provides for the adoption of Resolution Number 21-67 and the approval of the budget presented as Tentative.
    a. Advantages
        i. The proposed tentative 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.
2. Alternative 2 provides direction to staff to make specific changes to the budget and immediately adopt the revised version as Tentative 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 $42,000 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 21-67

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

WHEREAS, on September 9, 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 9th 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 9th 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 21-67 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 9, 2021

RE: RESOLUTION NUMBER 21-68: ANNEXATION AGREEMENT AND DEVELOPERS AGREEMENT TO PROVIDE WATER SERVICE OUTSIDE THE CITY LIMITS (37326 CHICAGO AVENUE, UMATILLA)

Introduction:
Resolution Number 21-68 approves an Annexation Agreement and Developer's Agreement for Potable Water for property outside the City limits, located at 37326 Chicago Avenue, Umatilla.

Background:
See attached resolution and agreement documents.

Recommended Action:
The administration recommends approval of Resolution Number 21-68.

Alternatives:
1. Approve Resolution Number 21-68
2. Deny Resolution Number 21-68

Attachments:
Resolution No. 21-68 Haynes Outside Water
Haynes - Annexation Agreement
Haynes - Developers Agreement

Reviewed by:

Ronald Neibert, City Manager	Approved - 03 Sep 2021
Mary Montez, City Clerk	Approved - 03 Sep 2021

RESOLUTION NO. 21-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; APPROVING AN ANNEXATION AGREEMENT AND DEVELOPER'S AGREEMENT TO PROVIDE FOR CITY WATER SERVICE RAY E. HAYNES, OWNER OF REAL PROPERTY LOCATED AT 37326 CHICAGO AVENUE, UMATILLA, FLORIDA, OUTSIDE THE CITY LIMITS.

WHEREAS, Ray E. Haynes, legal owner of record, requested water service for real property located 37326 Chicago Avenue, Umatilla, Florida, outside the City limits, more particularly described as:

Tax Parcel Identification Numbers: 26-18-26-0003-000-01900
Alternate Key Number: 1212499

A part of Donna Vista Park Replat, in Lake County, Florida, according to the plat thereof as recorded in Plat Book 12, page 87, Public Records of Lake County, Florida, bounded and described as follows: From the Northwest corner of the tract of land designated upon said plat as the "Shawn Tract," (said point being also delineated upon said plat as the Northwest comer of Lot 1, Block 6} run South 01 degrees 00'30" East along the West boundary of the tract of land covered by said plat a distance of 500 feet to the point of beginning of the tract herein described. From said point of beginning run thence South 01 degrees 00•30• East along the West boundary of the tract of land covered by said plat a distance of 75 feet; thence South 89 degrees 48' East a distance of 125 feet; thence North 01 degrees 00'30" West a distance of 75 feet: thence North 89 degrees 48' West 125 feet to the point of beginning.

WHEREAS, the City of Eustis has water service available to serve the subject property; and

WHEREAS, the City currently provides water service to other properties in the immediate area of the subject property; and

WHEREAS, the Property does not currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the Owner of the Property has requested, and the City has agreed, subject to the terms, conditions and limitations hereinafter set forth, that the City shall provide water service to the Property; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to provide water service to the subject property; and

WHEREAS, Ordinance Number 08-09 requires a written developer's agreement approved by the City Commission on terms and conditions agreeable to the City Commission; the terms of which may include, but not be limited to…an obligation to annex into the City if not already annexed; and

WHEREAS, the attached Annexation Agreement and Developer's Agreement for

Potable Water constitutes a legal contractual agreement between the City of Eustis and Ray E. Haynes owners of record of the subject property and all successor owners, in accordance with Ordinance No. 08-09.

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

SECTION 1. That both the Annexation Agreement between the City of Eustis Ray E. Haynes, attached herein and signed by said owners on _____, is hereby approved, and the Mayor is authorized to execute the agreements on behalf of the City.

SECTION 2. That this Resolution shall be effective immediately upon adoption.

DONE AND RESOLVED this 9th 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 this _____ day of _____ 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, 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 21-68 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

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
City of Eustis Development Services
4 North Grove Street
Eustis, Florida 32726

Tax Parcel Identification Numbers: 26-18-26-0003-000-01900
Alternate Key Number: 1212499

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this 9th day of September 2021, by and between the CITY OF EUSTIS, a Florida municipal corporation, whose mailing address is 10 North Grove Street, Eustis, Florida 32726 (the "City") and RAY E. HAYNES whose mailing address is 37326 Chicago Avenue, Umatilla, Florida 32784-9365 (the "Owner").

W I T N E S S E T H:

WHEREAS, the Owner owns certain real property located at 37326 Chicago Avenue, Umatilla, Florida, Tax Parcel Identification Number 26-18-26-0003-000-01900, as more particularly described in Exhibit "A," and shown on the location map in Exhibit "B," attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the city water service is available to the property; and

WHEREAS, the Owner of the Property has requested, and the City has agreed, subject to the terms, conditions and limitations hereinafter set forth, that the City shall provide water service to the Property; and

WHEREAS, in consideration of the City providing water service to the Property, the Owner desires to voluntarily petition the City to annex the Property pursuant to Section 171.044, Florida Statutes; provided, however, at this time the City cannot annex the Property because the Property does not currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the parties acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes; and

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt

of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION 1. Recitals.

The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION 2. Annexation.

A. The Owner and the City acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes. The Owner and the City further acknowledge and agree that the petition cannot be processed at this time because the Property does not meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes. The Owner and the City agree that at such time any portion of the Property described in Exhibit "A" becomes contiguous to the City of Eustis, or the City becomes lawfully able to annex said Property, the Property may be annexed.

B. The City shall have the right, but not the obligation, to process this petition for voluntary annexation without further action and/or request of the Owner. Provided, however, that the petition shall not be processed by the City unless and until a determination is made by the City, in its sole and absolute discretion, that the Property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, or such other provisions of the Florida Statutes as may then be applicable to voluntary annexations, or the City through other means becomes lawfully able to annex said Property.

C. The Owner acknowledge and agree that this Agreement does not in any way obligate or require the City to annex the Property or grant to the Owner any particular land use designation that may be requested in connection with such annexation.

D. The Owner acknowledge and agree that any land use granted to the Owner in connection with the Property shall be consistent with the terms and conditions of the Eustis Comprehensive Plan as it may be amended from time to time.

SECTION 3. Water Service.

A. Subject to the terms, conditions and limitations set forth in this Agreement, the City agrees to provide water service to the Property upon compliance by the Owner with all applicable regulations of the City and the payment all fees, costs and expenses associated therewith. The Owner shall execute all agreements for water as required by the City in connection with the provision of water service to the Property, including but not limited to a Developer's Agreement.

B. This Agreement does not in any way reserve any water capacity or guarantee the availability thereof.

SECTION 4. Agreement Runs with the Land.

In consideration of the City providing water service to the Property, the Owner and the City acknowledge and agree that this Agreement is irrevocable and, further, this Agreement and all other rights and obligations of the parties hereunder are intended to and shall run with the Property, and shall bind, and inure to the benefit of, the parties hereunder and their respective successors in title.

SECTION 5. Representations.

A. The Owner hereby warrant and represent to the City that the Owner currently own fee title to the Property and has full power and authority to enter into this Agreement and that the Property is free and clear of all liens and encumbrances, with the exception of a traditional home mortgage.

B. The City makes no representations or warranties with regard to this Agreement and reserves the right to process Owner' petition for voluntary annexation in its sole and absolute discretion.

SECTION 6. Notices.

Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such
notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

SECTION 7. Defaults and Remedies.

IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE ANY WATER SERVICE PROVIDED TO THE PROPERTY. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF WATER SERVICE AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH WATER SERVICE BY THE CITY.

OWNER'S INITIALS: _____ _____ _____

SECTION 8. Indemnification.

A. The Owner hereby agree to indemnify and save the City harmless from and against all losses, costs, expenses, claims, damages, judgments, liabilities and causes of action whatsoever (collectively, "Claims") including reasonable attorneys' fees and paralegal fees both at trial and at appellate levels, arising out of or alleged to have arisen out of this Agreement or been occasioned, in whole or in part, by the exercise of the City of its rights granted hereunder. The Owner shall use their best efforts to promptly notify the City in writing of any Claim and shall provide the City with information regarding the Claim as the City may reasonably request, but the failure to give such notice or provide such information shall not diminish the Owner' obligations under this Section.

B. No Claim whatsoever shall be made or asserted against the City by the Owner for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

SECTION 9. Effective Date

This Agreement shall be effective upon adoption of Resolution No. 21-68

SECTION 10. Recording.

The Owner acknowledges and agrees that the City shall record this Agreement in the Public Records of Lake County, Florida.

SECTION 11. Miscellaneous.

A. **ANY FUTURE OWNER OF THE PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT AND BY ACCEPTING A DEED OF CONVEYANCE TO THE PROPERTY, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

B. The Property shall be deemed a single parcel and any sub parcels of the Property which are created by subdivision or by any other means shall be subject to the terms and conditions of this Agreement, subsequent sale and individual Ownership notwithstanding.

C. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Lake County, Florida.

D. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

E. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.

F. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

G. In the event a third party institutes a legal proceeding against the City and/or the Owner, regarding the enforceability of this Agreement or any other matters arising out of or related to this Agreement, the annexation of the Property or the provision of water service, then in such event the Owner shall pay all costs, fees, charges, and expenses of the City relative thereto, including but not limited to attorney's fees and paralegal fees at both the trial and appellate levels.

H. In addition to each and every remedy now or hereafter existing at law or in equity, the parties hereto expressly agree that City shall have the right to enforce this Agreement by an action for specific performance.

I. As from time to time requested by the City, the Owner agrees to execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.

J. This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

K. The attached Exhibits A, and B are part of this Agreement as though fully set forth in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed as of the day and year first written above.

CITY OF EUSTIS, FLORIDA

_____
Michael Holland, Mayor/Commissioner

This ____ day of _____, 2021.

ATTEST:

_____
Mary Montez, City Clerk

Approved as to form and legality:

_____
Derek A. Schroth, City Attorney

"OWNER"

_____
Ray E. Haynes

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ___day of _____, 2021 by Ray E. Haynes, who is personally known to me ___ or produced _____ _____ as identification or by means of ☐ physical presence or ☐ online notarization.

_____

Print Name:_____

Notary Public, State of Florida Commission No:
_____

My Commission Expires:_____

Exhibit A
Legal Description

A part of Donna Vista Park Replat, in Lake County, Florida, according to the plat thereof as recorded in Plat Book 12, page 87, Public Records of Lake County, Florida, bounded and described as follows: From the Northwest corner of the tract of land designated upon said plat as the "Shawn Tract," (said point being also delineated upon said plat as the Northwest comer of Lot 1, Block 6} run South 01 degrees 00'30" East along the West boundary of the tract of land covered by said plat a distance of 500 feet to the point of beginning of the tract herein described. From said point of beginning run thence South 01 degrees 00•30• East along the West boundary of the tract of land covered by said plat a distance of 75 feet; thence South 89 degrees 48' East a distance of 125 feet; thence North 01 degrees 00'30" West a distance of 75 feet: thence North 89 degrees 48' West 125 feet to the point of beginning.

Exhibit B
Location Map


Subject Property
1125740
1417651
1125731
1629985
1417660
OAK ST
PARK
1186455
1186480
1759331
1306736
3369351
1747341
1394708
1417694
2666129
1212430
3818505
1125804
1791928
2866861
GLENN'S AUTO SALES
1125774
CHICAGO AVE
SR 19
1451167
12
13
3808549
NEW YORK AVE
1630002
1212499
1791910
274960
15
16
1588286
17
1125791
2705159
1705509
1096952
18
ORANGE AVE
20
1125782
1186463
21
1320488
VICTORY CHURCH
3818506

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
City of Eustis Development Services
4 North Grove Street
Eustis, Florida 32726

Tax Parcel Identification Numbers: 26-18-26-0003-000-01900

Alternate Key Number: 1212499

DEVELOPER'S AGREEMENT
POTABLE WATER, RECLAIM WATER

This Agreement is made and entered into effective this 9th day of September, 2021 by and between THE CITY OF EUSTIS, FLORIDA, a Florida Municipal Corporation (hereinafter referred to as "City" or "Utility") and RAY E. HAYNES, and their successors and assigns (hereinafter referred to as "Developer").

WITNESSETH

WHEREAS, Developer is the fee simple owner of approximately 0.21 acres of real property situated in Lake County, Florida, described with particularity in Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Property"; and

WHEREAS, the Property is currently improved containing one single-family home currently served by a well. The Developer intends to abandon the well and connect to City water. This property requires one (1) equivalent residential dwelling unit "ERUs" requiring central potable water (hereinafter referred to as the Development); and

WHEREAS, Utility is the owner and operator of potable water production and distribution facilities ("Water Facilities"); and

WHEREAS, Developer has requested connection to said Water Facilities and that the Utility allocate and reserve sufficient capacity in these facilities to serve and sustain the operation of the Development; and

WHEREAS, the Utility has potable water available along Chicago Avenue in close proximity to the project; and

WHEREAS, Utility has determined that it will have sufficient capacity in the Water Facilities to serve and sustain the operation of the Development for forty years after the date of this Utility Agreement; and,

WHEREAS, Utility has agreed to make its potable water service available to the Development by means of connection to and use of the Water Facilities on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing which is incorporated herein and other good and valuable consideration, the receipt of which is acknowledged by the parties, Developer and Utility agree as follows:

1. **EXCLUSIVE SERVICE TO THE PROPERTY.** Developer hereby agrees and covenants that the Development shall be served exclusively by Utility's Water Facilities. Developer further agrees that this Agreement shall be a covenant binding upon and running with title to the Property. Utility hereby agrees to make potable water services available to the Development hereafter constructed on the Property for the rates and under the conditions set forth in this Agreement. Utility agrees that such services shall be made available through Utility's existing Water Facilities so long as Utility is not prevented by law or governmental regulation from providing such water service for any reason. Utility represents and warrants that it has sufficient capacity in its Water Facilities to serve the Development. Utility further agrees that the potable water service to be provided hereunder shall meet the current standards or requirements, as the case may be, of all state, local, and federal governmental agencies having jurisdiction over Utility; provided, however, that Utility shall not be responsible for any failure to meet or

comply with said standards or requirements to the extent that such failure shall be occasioned by defect in the construction of any facilities constructed by Developer; and further, the acceptance of any such facilities by Utility shall not be an admission of, or acceptance of such responsibility. Utility hereby agrees to provide water services to the written request for such service to Utility. Both parties acknowledge that the Developer shall be responsible for all off-site or on-site improvements necessary to connect the Development to the City's water lines adjacent to the Property.

2. **PAYMENT BY DEVELOPER OF CITY OF EUSTIS WATER IMPACT FEES.**

A. Developer shall be responsible for payment of the Utility's water impact fees for water volumes reserved under this agreement. Utility's water impact fee is $854.00 per equivalent residential dwelling unit (ERU). Payment of said fee shall be made at time of building permit submittal for a water meter as follows:

1 Single-family units X $854.00= $854
0 Amenity units X $854.00 = $0
TOTAL POTABLE WATER $854

3. **IMPROVEMENTS.** In order to provide potable water services, certain improvements will need to be constructed.

A. **OFF-SITE IMPROVEMENTS.** Developer agrees to construct and to transfer ownership and control to the Utility as a contribution-in-aid-of-construction any necessary off-site installations of improvements from Developer's Property to the Utility's existing Water Facilities. Developer shall install all of the offsite installations at its sole expense and in accordance with the plans, specifications and other pertinent documents approved by the Utility and the County, except that in no event shall Developer be required to oversize lines

to the benefit of others' properties without prior agreement for reimbursement on behalf of such other properties.

B. **ON-SITE IMPROVEMENTS.** The Developer, at its expense and without cost or expense to the City, will design, permit, and construct all on-site improvements associated with water service in accordance with the City's regulations. Nothing herein, however, shall relieve the Developer of the responsibility of obtaining and complying with any permit or approval necessary from any regional, state, or national governmental authority, as required by law. When the Property is developed, Developer shall construct and install therein, at its own cost and expense, any applicable meters and service connections necessary to serve the Development.

The Developer also agrees to abandon the existing well onsite.

4. **RATES AND CHARGES.** The rates to be charged by Utility for water service to the Development hereafter built on the Property shall be those rates and charges made by Utility to its customers which are from time to time approved by the Eustis City Commission or by any other governmental regulatory body from time to time having jurisdiction over such matters. Utility reserves the right to withhold or disconnect service to any active customer, or to refuse to give or provide new or additional services to any active customer, at any time the charges are not paid on a current basis within twenty-five (25) days after the same are billed , provided that written notification of such delinquency has been made by Utility to such customer; and provided that the failure of an active customer to pay sums due Utility shall not affect Developer's rights under this Agreement. Moreover, the service to the Development shall be subject to such other regulations from time to time lawfully imposed on Utility with respect to the operations of its water systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to Utility's property and rate changes shall be exclusively within the discretion and control of Utility.

5. **WATER METERS.** It is hereby agreed by the parties hereto that water meters shall be installed as Utility shall deem to be necessary to serve the Development. Utility shall have the right to designate the number, type, quality and size of said meters. The cost for said water meters and the labor charges associated with their installation shall be paid to Utility by Developer prior to installation of each such meter. Said sum shall be due and payable prior to the time of installations of said meters. All water meters so installed shall remain the property of Utility.

6. **MANDATORY ANNEXATION.** Pursuant to the Annexation Agreement adopted by Resolution No 21-68, Developer has petitioned for voluntary annexation of the Property; said agreement binds future property owners to the terms and conditions contained therein.

7. **AGREEMENT BINDING ON SUCCESSORS IN TITLE.** Developer agrees that this Agreement shall be a covenant binding upon and running with title to the Property, and any successor owner of the Property shall be obligated to adhere to the terms and conditions of this Property. Utility agrees that any successor in title to the Property shall enjoy all the rights, obligations, and privileges provided in this Agreement.

8. **WATER CONSERVATION.** Developer agrees to employ water conservation measures in development of the property. To encourage potable water conservation and adherence to all current requirements upon the property, such measures shall include, but not be limited to:

    a. Installation of low flush toilets which utilize 1.6 gallons or less per flushing cycle.
    b. Installation of shower heads which have flow restrictors, pulsating features, flow control devices or other features which result in water conservation; and do not allow a flow exceeding 2.5 gallons per minute at 60 psi.
    c. No swimming pool filter backwash water, or any other swimming pool wastewater shall be discharged to the sanitary sewer system.

d. Installation of spring-loaded/automatic shutoff fixtures in all public restrooms, including lavatory fixtures.

9. **SALE TO GOVERNMENTAL ENTITY.** In the event Utility shall hereafter sell the utility facilities, or any part thereof serving the Property, to the State of Florida, Lake County or a duly constituted municipality, or any agency or entity under such State's, County or municipality's control, supervision or direction, Developer agrees that with respect to potable water service to the Property, the rules and regulations of such purchaser, and not the provisions of this contract, shall control, and that, upon assignment of this Agreement to the Purchaser, Utility shall be relieved of all further obligations hereunder pertaining to the provision of potable water service, provided that potable water services to the Development are not diminished or reduced in any way. Notwithstanding the foregoing, Utility shall be required to uphold the terms and conditions related to all land use matters set forth herein.

10. **NOTICES.** Payments required to be made under the terms hereof and notices permitted, or required to be made under the terms hereof, shall be delivered to the parties at the respective addresses:

Utility:
Ronald R. Neibert, City Manager
City of Eustis
Post Office Box 68
Eustis, FL 32727-0068

With a copy to:
Derek A. Schroth, Esq.
Bowen|Schroth
600 Jennings Ave.
Eustis, FL 32726

Developer:
Ray E. Haynes

37326 Chicago Avenue
Umatilla, FL 32784-9365

Any notices required or permitted hereunder shall be considered properly made if in writing and mailed by United States Mail, postage prepaid, to the addresses set forth herein. Developer agrees to notify the Utility upon conveyance of the Property and provide all contact information regarding the new owner and developer.

11. **EFFECTIVE DATE.** This Agreement shall be effective upon adoption of Resolution No. 21-68.

12. **TERM.** The term of this Agreement shall be for a period of ten (10) years from the date hereof, and shall from year to year renew automatically thereafter.

13. **OTHER ESSENTIAL TERMS.**

A. Time is hereby made of essence of this Agreement in all shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall run with the land. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Lake County, Florida. This Agreement shall be effective upon proper execution by both parties hereto. This Agreement shall be executed in several counterparts each of which if properly executed by both parties shall be considered an original. In the event of a default of this agreement, the remedy of rescission is available to either party in addition to all other remedies provided by law. In the event of a default of this Agreement, the City may terminate water service to the Property or assert any other remedy available to the City under Federal or Florida law. In the event the City Commission determines, in its sole discretion, that the Property is not developed in conformity with the attached site plan and drawing, the City may, in addition to terminating water service, file an action for specific performance to judicially compel compliance with the attached site plan and

drawing. The Developer shall execute this Agreement within 30 days after the date the City executes this Agreement. Should developer fail to execute this Agreement within 30 days after the City executes this Agreement, this Agreement, at the City's sole discretion and option, may be rescinded and voided in its entirety by the City of Eustis, provided notice of same is given to the Developer. The payment described in this paragraph must be made by the Developer to the City within 30 days after the date Developer receives both final subdivision and final engineering approvals from Lake County, but prior to recording of a final plat, and not to be later than thirty-six months from the date of this Agreement. Should payment not be made as described above, the City, in its sole discretion and option, may rescind and void the Agreement. Developer, its agents, successors, assigns, employees, investors, and heirs hereby completely release the City of Eustis from any and all claims, both known and unknown, which may have accrued prior to the date this Agreement was signed.

B. The attached Exhibits A, B, and C are part of this Agreement as though fully set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names and their seals to be hereunto affixed, by their proper officers thereunto duly authorized, on the day and year first above written.

"UTILITY" CITY OF EUSTIS, FLORIDA

_____

Michael Holland, Mayor/Commissioner

This ____ day of _____, 2021.

ATTEST:

_____

Mary Montez, City Clerk

Approved as to form and legality:

_____

Derek A. Schroth, City Attorney

"DEVELOPER"

_____
Ray E. Haynes

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ___day of _____, 2021 by Ray E. Haynes, who is personally known to me ___ or produced _____ _____ as identification or by means of ☐ physical presence or ☐ online notarization.

_____

Print Name:_____

Notary Public, State of Florida Commission No:
_____

My Commission Expires:_____

Exhibit A
Legal Description

A part of Donna Vista Park Replat, in Lake County, Florida, according to the plat thereof as recorded in Plat Book 12, page 87, Public Records of Lake County, Florida, bounded and described as follows: From the Northwest corner of the tract of land designated upon said plat as the "Shawn Tract," (said point being also delineated upon said plat as the Northwest comer of Lot 1, Block 6} run South 01 degrees 00'30" East along the West boundary of the tract of land covered by said plat a distance of 500 feet to the point of beginning of the tract herein described. From said point of beginning run thence South 01 degrees 00•30• East along the West boundary of the tract of land covered by said plat a distance of 75 feet; thence South 89 degrees 48' East a distance of 125 feet; thence North 01 degrees 00'30" West a distance of 75 feet: thence North 89 degrees 48' West 125 feet to the point of beginning.

Exhibit B
Location Map


1629985
1417660
OAK ST
1125740
1417651
1125731
PARK
1186455
1186480
1759331
1306736
3369351
1747341
1394708
1417694
2666129
1212430
3818505
1125804
GLENN'S AUTO SALES
1125774
1791928
2866861
CHICAGO AVE
Subject Property
SR 19
1451167
NEW YORK AVE
3808549
1212499
1630002
1791910
2749601
1588286
1096952
1125791
2705159
1705509
ORANGE AVE
1125782
1186463
1320488
VICTORY CHURCH

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 9, 2021

RE: RESOLUTION NUMBER 21-69: APPROVAL OF COLLECTIVE BARGAINING AGREEMENT WITH EUSTIS POLICE BENEVOLENT ASSOCIATION

Introduction:
Resolution Number 21-69 will approve the collective bargaining agreement with the Eustis Police Benevolent Association for fiscal years 2021 - 2024.

Background:
See attached staff report.

Recommended Action:
The Administration recommends approval for Resolution Number 21-69.

Attachments:
Staff Report - Resolution No. 21-69
Res. 21-69
Eustis PBA 2021-2024 clean copy

Reviewed by:

Ronald Neibert, City Manager	Approved - 03 Sep 2021
Mary Montez, City Clerk	Approved - 03 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 9, 2021

RE: RESOLUTION NUMBER 21-69
APPROVAL OF PBA COLLECTIVE BARGAINING AGREEMENT

Introduction:
Resolution Number 21-69 approves an agreement between the City of Eustis and the Police Benevolent Association (PBA), modifying, Article 11 - Grooming; Article 23 - Compensation and Article 27- Entire Agreement and Duration, as presented in Exhibit A, and authorizes the City Manager to sign said agreement.

Recommended Action:
Staff recommends approval of Resolution Number 21-69.

Background:
On July 22, 2021, the City's negotiating team consisting of Ron Neibert, City Manager, Police Captain Dave Carney, Bill Howe, Human Resources Director and Attorney Jeffrey Mandel met with representatives from the PBA and entered negotiations.

After a series of collaborative meetings, the teams reached a tentative agreement modifying three articles of the Collective Bargaining Agreement as listed above. The PBA membership ratified the Agreement on August 29, 2021 as presented in Exhibit A. The substantive modifications are as follows:

1. Article 11 – Grooming
   Permits members of the bargaining unit to grow trimmed beards no more than ½" in depth.

2. Article 23 – Compensation
   a. Provides bargaining unit members a 3% wage increase in FY 2021/22; an additional 3% wage increase in FY 2022/23 and a subsequent 3% wage increase in FY 2023/24.

   b. Provides a revised Pay Schedule that includes an increase of 3% to the minimum and maximum of the pay ranges for sworn officers included in the Agreement, during each of the next three fiscal years (2021/22, 2022/23 and 2023/24).

c. In lieu of a Field Training Officer receiving a 5% wage increase for work hours when actively training a newly hired officer, the Field Training Officer will receive $20 for each Daily Observation Report completed.

d. Increases the amount provided to bargaining unit members to purchase footwear from $100 to $125 annually.

3. Article 27 – Entire Agreement and Duration
   This Agreement is for a three-year period from October 1, 2021 through September 30, 2024.

Alternatives:
1. Approve Resolution Number 21-69.
2. Deny Resolution Number 21-69 and provide further direction to staff.

Discussion of Alternatives:
Alternative 1 approves the resolution.

Advantages:

- The agreement was mutually negotiated.
- The agreement is for a three year period through September 30, 2024
- The agreement provides a 3% pay raise to bargaining unit members for FY 2021/22, the same increase as proposed to other non-exempt and exempt City employees.
- The pay increases and grooming modification will improve morale.

Disadvantages:

- Implementation of the 3% pay increase for FY 2021/22 has a significant budgetary impact, although those costs have been included in the proposed budget and are consistent with proposed increase for other City employees.
- This Agreement approve a 3% wage increase in the future for FY 2022/23 and in FY 2023/24.

Alternative 2 denies the resolution.

Advantages:

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

Disadvantages:

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

Budget /Staff Impact:
The approved FY 2021/22 budget includes sufficient funding for the recommended increases in salaries and benefits. The approximate budget impact for FY 2021/22 is as follows:

Pay Increase	$54,143
Pension	$22,729
FICA	$ 4,142
Footwear	$ 950
Field Training Officer Pay	$ 5,000
Total Increase	$86,964

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

Community Input:
There has been no community input on this resolution, but the public will have an opportunity to comment at the meeting.

Prepared by: Bill Howe, Human Resources Director

Attachments:
- Resolution Number 21-69
- Exhibit A, Proposed PBA Agreement

RESOLUTION NUMBER 21-69

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A MODIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EUSTIS AND THE POLICE BENEVOLENT ASSOCIATION FOR THE PERIOD OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024, AS SET FORTH IN EXHIBIT "A" AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City of Eustis Commission hereby approves and authorizes the City Manager to sign the Collective Bargaining Agreement as set forth in Exhibit "A", between the City of Eustis and the PBA for the period October 1, 2021 through September 30, 2024.

DONE AND RESOLVED, this 9th 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 9th 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 21-69 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

Collective Bargaining Agreement

Between

The North Central Florida Police Benevolent Association

and

The City of Eustis

October 1st, 2021 to September 30th, 2024

Classifications of Police Officer, Police Corporal and Police Sergeant

TABLE OF CONTENTS

Article 1 – Preamble
Article 2 – Recognition
Article 3 – Severability
Article 4 – Non-Discrimination
Article 5 – Dues Deduction
Article 6 – Bulletin Boards
Article 7 – Work Stoppages
Article 8 – Management Rights
Article 9 – Rules and Regulations
Article 10 – Union Business
Article 11 – Grooming
Article 12 – Internal Investigations and Disciplinary Procedures
Article 13 – Layoffs and Recalls
Article 14 - Transfers
Article 15 – Personnel Records
Article 16 – Grievance and Arbitration Procedure
Article 17 – Seniority
Article 18 – Extra-Duty Employment
Article 19 – Working in a Higher Classification
Article 20 – Drug and Alcohol Testing
Article 21 – Department Assigned Vehicles
Article 22 – Health Insurance
Article 23 – Compensation
Article 24 – Holidays, Annual Leave (Vacation), and Sick Leave
Article 25 – Hours of Work and Overtime
Article 26 – Pension
Article 27 – Entire Agreement and Duration

ARTICLE 1
PREAMBLE

This Agreement (hereinafter "Agreement" or "Contract") is entered into by and between the City of Eustis (hereinafter the "City") and the Florida Police Benevolent Association, Inc. (hereinafter the "Union" or the "PBA").

ARTICLE 2
RECOGNITION

2.1 The City recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification No. 1820 and that the City has the obligation to bargain solely and exclusively with the Union and/or its designees. All other persons not specifically included by the aforementioned certification shall be excluded from the bargaining unit and shall not be covered by the terms of this Agreement. The bargaining units covered hereunder shall be as follows:

> **INCLUDED:** All full-time law enforcement personnel employed by the City of Eustis in the classifications of Police Sergeant, Police Corporal, Senior Police Officer, Police Officer II, and Police Officer.
>
> **EXCLUDED:** All other employees of the City of Eustis, including the Chief of Police, the Police Captains, the Sergeant/Office of Professional Standards, Reserve Officers, and all non-law enforcement (civilian) personnel.

2.2 The Union recognizes that it has the obligation to bargain solely and exclusively with the City Manager and/or his designees and that, while the Union may express its positions to the City's elected officials, the Union has the obligation to refrain from any bargaining with the City's elected officials.

ARTICLE 3
SEVERABILITY

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

ARTICLE 4
NON - DISCRIMINATION

4.1 The parties agree that they will not illegally discriminate against any employee because of race, color, sex, national origin, religion, marital status, disability, age, or any other factor violative of applicable state or federal law. Nothing herein shall restrict the City from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

4.2 The Union will not illegally discriminate against or harass any employee who does not choose to become a member of the Union.

4.3 There shall be no illegal discrimination, interference, restraint, or coercion by the City against any employee for his activity on behalf of, or membership in, the Union.

4.4 An alleged violation of paragraph 4.1 shall be processed through the City's established internal procedures for investigating and resolving alleged complaints of discrimination and the procedures established by state and federal discrimination laws. Alleged violations of paragraph 4.1 cannot be processed through the grievance procedure in this Agreement.

4.5 All references in the Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female bargaining unit employees.

ARTICLE 5
DUES DEDUCTION

5.1 Deductions – During the term of this Agreement, the City agrees to deduct PBA membership dues and other authorized deductions, if any, in an amount established by the PBA and certified in writing by the President of the Florida Police Benevolent Association or his designee from the pay of those employees in the bargaining unit who individually make such request on a written check-off authorization form provided by the PBA. Such deductions will be made by the City when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City.

A. The PBA shall advise the City of any increase in dues in writing at least thirty (30) days prior to its effective date.

B. This Article applies only to the deduction of membership dues and other authorized deductions, if any, and shall not allow the deduction of any fines, penalties, or special assessments.

5.2 Remittance – Deductions of dues and other authorized deductions, if any, shall be remitted exclusively to the President of the Florida Police Benevolent Association or his designee, by the City on either a biweekly or monthly cycle along with a list containing the names and social security numbers of the employees for whom the remittance is made.

5.3 Insufficient Pay for Deduction – In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues and any other authorized deductions, it will be the responsibility of the PBA to collect its dues and uniform assessments for that pay period directly from the employee.

5.4 Termination of Deduction – Deductions for PBA dues and/or other authorized deductions shall continue until either:

A. Revoked by the employee by providing the City and the PBA with thirty (30) days written notice that he is terminating the prior check-off authorization;

B. Revoked pursuant to Section 447.507, Florida Statutes;

C. The termination of employment; or

D. The transfer, promotion, or demotion of the employee out of the bargaining unit.

5.5 Indemnification – The PBA shall indemnify, defend and hold the City, its officers, officials, agents and employees, harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the City, its officials, agents, and employees in complying with this Article. The PBA shall

promptly refund to the City any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the City has agreed to deduct.

5.6 Dues Check-Off Authorization Form – The Dues Check-off Authorization Form supplied by the PBA shall be the only form used by bargaining unit members who wish to initiate dues deduction and shall contain all the information required by the form prior to submission to the City. Any change in the Dues Check-off Authorization Form will not affect deductions authorized by previously existing forms.

The City will not be required to process Dues Check-off Authorization Forms that are:

A. Not properly or completely filled out;

B. Postdated; or

C. Submitted to the City more than sixty (60) days following the date of the unit member's signature.

ARTICLE 6
BULLETIN BOARDS

6.1 The City shall furnish the Union with a space for a bulletin board (not to exceed thirty-six (36) inches by forty-eight (48) inches) at a mutually agreeable location in the Police Station.

6.2 The Union shall provide a bulletin board for the aforementioned location. The Union shall utilize the bulletin board only to post the following:

A. Notice of Union meetings;

B. Notice of Union elections and Union election results;

C. Copies of the Union's Constitution and By-laws and Amendments thereto;

D. Notice of recreational and social affairs of the Union;

E. Copy of this Agreement;

F. Notices of dues (changes);

G. Names of Union officials (and changes thereto);

H. Union newsletter (monthly, quarterly, annual, or special publication); or

I. Minutes of Union meetings.

6.3 All materials placed upon the bulletin board by the Union will be on official Union letterhead and signed by the Union President or his designee. The Police Chief or his designee shall be furnished with a copy of any material to be posted prior to posting.

6.4 Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City or any of its elected or appointed officials or employees.

ARTICLE 7
WORK STOPPAGES

7.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

7.2 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City. Nothing herein shall restrict the City from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

7.3 Should there be any alleged violation of this Article, the Union shall promptly take appropriate action, within its authority, to remedy the situation, including publicly disavowing such action.

ARTICLE 8
MANAGEMENT RIGHTS

8.1 The City reserves and retains all rights, powers, prerogatives and authority customarily exercised by management to manage and direct any and all of its operations, except as expressly limited or modified by a specific provision of this Agreement.

8.2 Accordingly, the City specifically, but not by way of limitation, reserves to itself and retains the sole and exclusive right to:

A. Determine the scope of the service, purpose and organizational structure of the Police Department, including merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever the sole discretion of the City's good business judgment makes such curtailment or discontinuance advisable;

B. Set minimum performance standards for service to be offered to the public, including minimum qualifications for positions;

C. Change, modify or alter the composition and size of the work force;

D. Determine the location, methods, means and personnel by which operations are to be conducted; determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

E. Change, increase, reduce, or combine job duties, tasks, or responsibilities for any job, so long as the duties, tasks, and/or responsibilities remain within the generic scope of law enforcement services and provide or amend job descriptions consistent therewith;

F. Transfer, assign, schedule employees in positions within the organizational structure of the Police Department, and, in the case of light duty, anywhere within the organizational structure of the City;

G. Hire, examine, classify and/or otherwise determine the criteria, qualifications and standards of selection for employment;

H. Require any and/or all bargaining unit employees to submit to an examination and/or testing by a health care professional based upon the reasonable belief that the employee may be unable to perform any or all of his assigned job duties, or as part of any periodic or routine physical, as allowed by law;

I. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit; and determine the number and types of positions as well as the number and types of positions in each classification in any plan which is or may be developed by the City;

J. Lay off and/or relieve employees from duty due to lack of work, lack of funding or for other legitimate reasons;

K. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;

L. Contract and/or subcontract any existing or future work;

M. Fire, demote, suspend or otherwise discipline employees for proper cause;

N. Control the use of equipment and property of the City and determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;

O. Determine the number and classifications of employees assigned to any shift, station or piece of equipment;

P. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations; and

Q. Exercise all management rights and prerogatives as determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

8.3 The above rights of the City are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management, except as expressly limited or modified by a specific provision of this Agreement.

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

8.5 If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

8.6 The exercise of the management rights set forth above shall not preclude the Union or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Union or the employee feel that the action taken by management violated a specific provision of this Agreement.

ARTICLE 9
RULES AND REGULATIONS

9.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City or the Department, and any amendments thereto, except as superseded or modified by this Agreement.

9.2 Should the City or the Department amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union's designee) at least ten (10) business days prior to implementation. Nothing herein shall restrict the City or the Department from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation. The Union shall have the right to bargain over the impacts of any negotiable changes in accordance with applicable law.

9.3 The Union shall be furnished a copy of all current and subsequently amended written rules, regulations, policies, procedures, and operating bulletins pertaining to employer-employee relations and distributed to members of the bargaining unit.

9.4 No disciplinary action will be taken for a violation of a new (or amended) rule, regulation, policy, procedure, or operating bulletin until the passage of at least forty-eight (48) hours after dissemination to the employees. For the purpose of this Article, dissemination of such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

ARTICLE 10
UNION BUSINESS

10.1 The City shall recognize two (2) bargaining unit employees as PBA Representatives to represent bargaining unit employees. A written list of the employee PBA Representatives, the PBA Staff Representative, the PBA Officers, the PBA Attorney, and PBA Board Members shall be furnished to the Human Resources Director and the Police Chief prior to the effective date of the PBA Representatives and officials assuming their duties. Prompt written notification of changes of the employee PBA Representatives and other PBA officials designated above shall be provided to the Human Resources Director and the Police Chief. No employee PBA Representative or official will be recognized by the City unless such written notification was presented prior to such Representative or official assuming his duties.

10.2 The employee PBA Representatives shall be paid by the City only when they perform assigned law enforcement duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize vacation leave; provided, however, that they comply with the rules otherwise applicable to vacation leave. The Chief of Police may, in his sole discretion, approve employees during their normal work schedules to attend negotiations, provided that no overtime occurs and work load permitting. The employee PBA Representatives shall not be required to utilize vacation leave where their attendance at meetings during working hours is specifically requested by the City.

10.3 Nothing contained in this Agreement shall preclude any employee from discussing a problem directly with his immediate non-bargaining unit supervisor or any other Departmental official without the intervention of the Union. Any resolution made by an employee covered hereunder with his non-bargaining unit supervisor, shall not be inconsistent with the terms of this Agreement, nor shall the resolution set a precedent for the settlement of any other disagreement involving the same or other employees, and no such resolution by an employee without the intervention of the Union shall change or adversely impact the terms and conditions under this Agreement.

ARTICLE 11
GROOMING

11.1 The grooming standards set forth in Police Department General Order 3.4:5 shall apply to the bargaining unit employees.

11.2 The parties agree that members of the bargaining unit may grow beards. All beards must be kept trimmed and have a professional appearance, and may not be more than ½" in depth.

ARTICLE 12
INTERNAL INVESTIGATIONS AND DISCIPLINARY PROCEDURES

12.1 The City may discipline employees for proper cause which shall be defined as any reason provided for in City, Departmental and Divisional policy, rules, and regulations or other Articles of this Agreement as long as such reasons are not in specific conflict with a written provision in this Agreement. The Grievance and Arbitration Procedure in Article 16 shall be the exclusive procedure to contest disciplinary actions, and only discipline which results in suspension, non-probationary demotion, or termination may be taken to arbitration by the Union as set forth in Article 16.

12.2 All employees covered hereunder shall be subject to City and Departmental Rules and Regulations.

12.3 Employees shall have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result. Interrogations of employees under formal investigation for conduct in which disciplinary action may result shall be in accordance with the Florida Law Enforcement Officers Bill of Rights, Chapter 112, and City and Departmental Policies and Procedures. This will include providing the employee with any and all written or recorded witness statements relating to the incident under investigation.

12.4 Prior to any suspension or termination, an employee shall be advised of the allegations against him and be provided with an opportunity to respond to such allegations to a member of the Command Staff (i.e., Captain or above). In any meeting with a member of the Command Staff to respond to such allegations, the employee, if he requests, shall be allowed representation.

12.5 There shall be no disciplinary action entered into an employee's personnel file without the employee being made aware of such action. Upon request, the City shall provide the employee with a copy of any notice or report of disciplinary action placed in the employee's personnel file.

12.6 No disciplinary action shall be taken against an employee unless and until the employee is so notified. Disciplinary action, other than termination, shall not be effective until exhaustion of the right to grieve if pursued, up to and including completion of Step 3 of the Grievance process, as set forth in Article 16.

12.7 Bargaining unit employees serve at the will and pleasure of the City during their new-hire probationary period (i.e., twelve months and any extension thereof imposed by the Police Chief, not to exceed 120 calendar days). As such, new-hire probationary employees may be disciplined or discharged with or without cause, and with or without notice. Further, new-hire probationary employees shall not be subject to the Law Enforcement Bill of Rights.

12.8 The City has established in Department Policies and Procedures a voluntary expedited investigation process, which allows for resolution of alleged violations prior to formal investigation, or voluntary expedited discipline process, which allows for resolution of disciplinary level upon completion of formal investigation. Such process established must

provide that (1) the alternate resolution process be voluntary for both employee and the City; (2) all resolutions be mutually agreed to and reduced to writing signed by the employee, the City, and the Union if representing the employee; (3) no grievance may be pursued or filed if a mutual agreement is reached; and (4) any discussions in the resolution process may not be used or relied upon in the discipline or grievance process if no mutual agreement is reached.

ARTICLE 13
LAYOFFS AND RECALLS

13.1 Layoffs shall be in accordance with Section 8.01(H), and recalls shall be in accordance with Section 8.02 of the City's Personnel Rules and Regulations, and this Article.

13.2 When it becomes necessary for a reduction in force in the bargaining unit ranks, the following will be the order of layoff subject to any requirements of applicable law:

A. Temporary or part-time sworn employees will be laid off first;
B. Probationary sworn employees will be laid off next;
C. Full-time non-probationary sworn employees with the least seniority in the rank will be laid off next.

13.3 The City may deviate from paragraph 13.2.C, if the least senior sworn employees have necessary certifications (e.g., THI) or serve in specialty units or positions (e.g., FTO, SWAT, Detective).

13.4 Should a lay-off occur in the classifications of Sergeant or Corporal, the employee selected for layoff shall be allowed to return to the next lower rank previously held and, where necessary, bump the least senior employee in that lower rank subject to paragraph 13.3.

13.5 Bargaining unit employees shall be recalled in the inverse order of their lay-off and shall have precedence for recall over applicants in the eligibility pool for a period of twelve (12) months from the date of their lay-off. Notice of recall shall be sent in writing to the laid-off employees last known address by certified mail. Any laid-off employee whose response to the offer of recall is not received within ten (10) working days of the date that the notice is sent, or who declines the offer of recall, shall lose their recall rights.

ARTICLE 14
TRANSFERS

14.1 Transfers to and from specialty units shall be within the exclusive discretion of the Police Chief, or his designee and this Article.

14.2 Vacancies in specialty units shall be posted for at least ten (10) calendar days prior to the actual selection. Qualifications for the particular vacancy shall be included in the posting. Employees requesting consideration for the vacancy shall submit a letter of interest to the Police Chief or his designee in charge of the specialty unit. The final selection shall be made by the Police Chief or his designee from among the qualified individuals who submitted a letter of interest within the time frame contained in the posting.

ARTICLE 15
PERSONNEL RECORDS

15.1 All personnel records shall be kept in conformity with Florida Statutes. There shall be only one official Human Resources personnel file for each unit employee, which shall be maintained in Human Resources. This shall not preclude a Departmental and/or supervisory file from being kept.

15.2 If any disciplinary record is placed in a bargaining unit employee's official Human Resources personnel file, the employee will have the right to place a response in the file.

15.3 A unit employee will have the right to review his official Human Resources personnel file and his Departmental and/or supervisory file at reasonable times under the supervision of the designated records custodian, to the extent permitted by law.

15.4 Where the City/Department, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, any required changes shall be marked on such document or noted in other documents to be included and maintained in the employee's official Human Resources personnel file.

15.5 Whenever a request is made by a person not employed by the City/Department to review a bargaining unit employee's official personnel file or professional standards file, notice of the request shall be provided to the employee.

15.6 Letters of counseling, oral reprimands, supervisory notes, and contact forms are not formal discipline and cannot be relied upon as a basis to raise progressively the level of discipline for a violation. Letters of counseling, oral reprimands, supervisory notes, and contact forms may be appealed by the employee through the chain of command to the Chief of Police who shall make the final decision regarding the appeal. Such materials whether maintained in paper or electronic format are appropriately utilized in evaluating the performance of an employee or documenting adherence to an agency's policies and procedures. A letter of counseling or counseling notice shall be maintained in the employee's City and/or Department personnel file.

ARTICLE 16
GRIEVANCE AND ARBITRATION PROCEDURE

16.1 Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

16.2 A "grievance" is a claimed violation of a specific provision of this Agreement, including but not limited to the claim that a discharge, non-probationary demotion or suspension violated a City Policy, procedure, or rule or a specific written provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union; however, only the Union may advance a grievance to arbitration. Grievances which are filed by the Union on behalf of the Union itself or the entire bargaining unit shall be filed with the Chief of Police or his designee at Step 2, within the time period prescribed in Step 1. Those matters which are not covered or addressed by this Agreement and which have a separate grievance process established by City or Department policy (such as performance appraisals, claims of discrimination as set forth in Article 4.1, etc.) shall not be subject to this grievance procedure.

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

STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's Captain or his designee within ten (10) calendar days of the occurrence of the event(s) or ten (10) calendar days from the date the grievant knew or should have known of the events which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Captain or his designee shall forward a copy of the grievance to the Chief of Police. The grievance shall be signed by the employee and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement or City policy, procedure or rule related to discharge, non-probationary demotion or suspension allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Captain or his designee shall, within ten (10) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Chief of Police, and the Human Resources Director.

STEP 2: Any grievance which cannot be satisfactorily settled with the Captain or his designee shall then be taken up with the Chief of Police or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Chief of Police or his designee within ten (10) calendar days after the due date for the Captain's response in Step 1 above. The Chief of Police or his designee shall meet or correspond with the grievant within ten (10) days from the time the grievance was submitted (whether it be an

individual employee or the Union) and the Union designated PBA representative and shall, within ten (10) calendar days after such meeting or correspondence, render his decision on the grievance in writing, with copies to the Grievant (if an individual employee), the Union, and the Human Resources Director.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the City Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the City Manager within ten (10) calendar days after the due date for the Chief of Police's Response in Step 2 above. The City Manager or his designee shall meet with the grievant, the employee PBA Representative, and the PBA Staff Representative (non-employee) within ten (10) days from the time the grievance was submitted prior to issuing his decision, and the City Manager shall issue his decision in writing within twenty (20) calendar days after such meeting with copies to the Grievant, the Union, the Police Chief, and the Human Resources Director. The City Manager response shall include reasons if a grievance is denied in whole or part.

16.4 If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in Step 3 above, the Union may submit its notice of arbitration by hand delivery or by facsimile (with simultaneous mailing by regular mail) or by certified or registered mail of a written notice to the City Manager within twenty (20) calendar days of receipt of the City Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Union with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at the appropriate Step of the grievance procedure. To the extent permitted by applicable law, the arbitration procedure shall be exclusively reserved to the Union. Only disciplinary actions involving suspension, non-probationary demotion or termination may be subject to arbitration.

16.5 Within ten (10) calendar days from receipt of such notice of arbitration, the party requesting arbitration shall request a list of nine (9) qualified arbitrators with residences in Florida from the Federal Mediation and Conciliation Service. The Union and the City will alternately eliminate one at a time from said list of names, with the party requesting arbitration going first, persons not acceptable, until only one (1) remains and this person will be the arbitrator. Either party may request one (1) additional panel.

16.6 As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be exclusively responsible for the compensation and expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.

16.7 The arbitrator will confine his consideration and determination to the written grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority

to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws.

16.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the grievance which is presented to him, which grievance must be actual and existing. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that a specific provision of this Agreement or City Policy, procedure, or rule related to discharge, non-probationary demotion or suspension_was violated. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court.

16.9 No decision of any arbitrator or of the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.

16.10 The resolution of any grievance by the arbitrator or by the parties resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30) day period prior to the date of the filing of a grievance at Step 1 or Step 2, whichever is the initial step.

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

A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance that is to be entertained and processed must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).

B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not the subject of a timely response by the City or by the Department shall require the grievant to proceed to the next step.

C. The City and the Union may, by mutual written consent, agree to extend the time limits set forth in this Article for presenting or responding to a grievance.

D. Failure by management to adhere to the time limits set forth herein, shall authorize the grievant to process the grievance to the next step.

16.12 Nothing in this Agreement shall prohibit the presence of a Union Staff

representative at all steps provided in this procedure.

16.13 Neither the Union nor the City shall have any obligation to pay any legal or arbitration fees and/or costs on behalf of any bargaining unit employee who advances a grievance on his own. Such fees and/or costs shall be borne by the individual.

16.14 The Grievance and Arbitration procedure set forth herein shall be the sole and exclusive procedure available to bargaining unit employees to contest any alleged violation of this Agreement, including, but not limited to, any claim involving a discharge or other disciplinary action. The parties hereby agree that the City's grievance and/or appeals procedures shall not be applicable or available to the employees covered by this Agreement.

16.15 Neither new-hire probationary employees on their own, nor the Union on their behalf, shall have the right to file a grievance or arbitrate any disciplinary action, including termination, of probationary employees.

ARTICLE 17
SENIORITY

17.1 Departmental Seniority, as used herein, is defined as the time accruing to bargaining unit employees through continuous sworn fulltime service while employed by the Department.

17.2 Rank Seniority, as used herein, is defined as the time accruing to bargaining unit employees in a specific rank and shall start on the day of promotion or demotion to that rank.

17.3 Seniority shall continue to accumulate during approved absences due to illness, injury, vacation leave, FMLA, military leave and approved administrative leave.

17.4 Departmental and rank seniority shall be used only for the purposes specified in this Agreement.

17.5 In the event that two (2) or more bargaining unit employees in the same patrol shift or specialty unit (e.g., criminal investigations), and with the same classification, request the same time period off and the requests are received at the same time, the more senior employee's request will be given preference. When multiple bargaining unit employees with the same seniority request the same time off, the Division Head (Captain) will make the final decision. The Division Head shall respond to the request for leave within a reasonable time.

17.6 Once a request for vacation is approved, a request by a more senior employee in the patrol shift or specialty unit may not override the approval.

ARTICLE 18
EXTRA-DUTY EMPLOYMENT

18.1 Extra-duty, employment of all types shall be governed by Section 5.05 of the City's Personnel Rules and Regulations, Departmental Rules, and Departmental General Order 4-5 to the extent not in conflict with this Article.

18.2 For working any law enforcement extra details for outside vendors scheduled through or facilitated by the City and paid by outside vendors, the special detail rate that bargaining unit employees shall receive will be $35 per hour. Bargaining unit employees assigned by management to work in a supervisory capacity shall receive $40 per hour.

18.3 Bargaining unit employee shall be guaranteed a minimum of three (3) hours for each approved law enforcement extra-duty detail.

18.4 Bargaining unit employees shall receive $40 per hour for extra-duty details worked on the actual day of the following holidays: New Year's Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. Bargaining unit employees assigned by management to work in a supervisory capacity on the actual day of these holidays shall receive $45 per hour.

ARTICLE 19
WORKING IN A HIGHER CLASSIFICATION

19.1 Bargaining unit employees assigned by a Captain or the Police Chief to work in a higher classification shall receive additional compensation of an increase of 5% or an increase to the starting salary of the new position, whichever is greater, after temporary assignment for a continuous period of fourteen (14) calendar days. After the fourteen (14) calendar days, such increase shall be retroactive to the date of assignment.

ARTICLE 20
DRUG AND ALCOHOL TESTING

20.1 Bargaining unit employees shall be governed by Section 5.07 of the City's Rules and Regulations governing drug and alcohol use and testing.

ARTICLE 21
DEPARTMENT ASSIGNED VEHICLES

21.1 Use of Department assigned vehicles, including participation in the Take Home Vehicle Program shall be governed by Departmental General Order 18.3.

21.2 Department vehicles may be authorized by management for approved law enforcement extra-duty details.

ARTICLE 22
HEALTH INSURANCE

22.1 Bargaining unit employees shall be provided health insurance in the same manner and on the same terms, conditions, and costs as provided to non-management, non-bargaining unit employees of the City.

ARTICLE 23
COMPENSATION

23.1 A. For Fiscal Year 2021 – 2022, all bargaining unit members shall receive a three percent (3%) increase to base wages.

B. For Fiscal Year 2022 – 2023, all bargaining unit members shall receive a three percent (3%) increase to base wages.

C. For Fiscal Year 2023 – 2024, all bargaining unit members shall receive a three percent (3%) increase to base wages.

D. If any bargaining unit member is promoted, they shall receive the minimum for the classification that they are being promoted into or a 5% salary increase, whichever is greater, at the time of promotion.

23.2 The range minimums and maximums of each bargaining unit classification for the duration of this agreement shall be as follows:

Fiscal Year 2021 – 2022

Police Officer:	$20.6035 hr. - $30.4125 hr. ($44,998 - $66,421 annualized)
Sr. Police Officer:	$22.65.98 hr. - $32.0252 hr. ($49,489 - $69,943 annualized)
Corporal:	$24.0522 hr. - $33.5994 hr. ($52,530 - $73,381 annualized)
Sergeant:	$25.4670 hr. - $37.1305 hr. ($55,620 - $81,093 annualized)

Fiscal Year 2022 – 2023

Police Officer:	$21.2212 hr. - $31.3246 hr. ($46,347 - $68,413 annualized)
Sr. Police Officer:	$23.3397 hr. - $32.9858 hr. ($50,974 - $72,041 annualized)
Corporal:	$24.7738 hr. - $34.6076 hr. ($54,106 - $75,583 annualized)
Sergeant:	$26.2312 hr. - $38.2440 hr. ($57,289 - $83,525 annualized)

Fiscal Year 2023 – 2024

Police Officer:	$21.8581 hr. - $32.2647 hr. ($47,738 - $70,466 annualized)
Sr. Police Officer:	$24.0398 hr. - $33.9753 hr. ($52,503 - $74,202 annualized)
Corporal:	$25.5169 hr. - $35.6456 hr. ($55,729 - $77,850 annualized)
Sergeant:	$27.0179 hr. - $39.3915 hr. ($59,007 - $86,031 annualized)

Bargaining unit employees will not receive increases in addition to those provided in Article 23.1.A by virtue of these range increases. Effective October 1, 2020, no additional bargaining unit employees shall be eligible for forty (40) hours of additional annual/vacation leave in lieu of pay increases.

23.3 Wage increases, if any, after the expiration of this Agreement shall be solely established through the collective bargaining process.

23.4 Bargaining unit employees who are assigned as the Leads for Traffic Homicide Investigators (THI) and SWAT shall receive a 5% assignment pay while so assigned.

23.5 Field Training Officers (FTO) shall receive a $20 for each Daily Observation Report completed.

23.5 Each bargaining unit employee shall be allowed to purchase one pair of footwear of a type approved by the Department and not to exceed $125. Bargaining unit employees may request replacement of footwear once each subsequent year, and the Chief of Police (or his designee) shall review and approve such requests as needed.

ARTICLE 24
HOLIDAYS, ANNUAL LEAVE (VACATION), AND SICK LEAVE

24.1 The following holidays are authorized as official holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day

Holidays for bargaining unit employees who work patrol shifts shall be recognized on the actual day of the holiday and not on any substitute holidays observed or designated by the City for general employees. Bargaining unit employees who work Monday thru Friday shall observe the holiday on the day designated by the City for general employees. Bargaining unit employees who work on a designated holiday shall receive time and one-half (1 ½) for all time worked on the holiday.

24.2 Eligibility for and Use and Payment of Holiday Pay/Holiday Paid Time Off shall be in accordance with Section 6.06(D) of the City's Personnel Rules and Regulations and as modified herein. Bargaining unit employees who work 2184 hours shall in accordance with Section 6.06(D)(5) receive 80 hours of PTO only for holidays instead of taking City observed holidays off with pay under Section 6.06(D)(1). The 80 hours of PTO shall be credited on October 1st and must be used by September 30th of each fiscal year or be forfeit. By October 31st each fiscal year, bargaining unit employees may designate in writing that they wish to convert some or all of the holiday PTO time to straight time holiday pay. PTO time designated for straight time holiday pay shall be paid out each September on the last paycheck of the fiscal year. Employees who separate from employment before September shall have any payout reduced by holidays occurring after separation. PTO and straight time holiday pay shall not count as hours worked for overtime purposes.

24.3 Bargaining unit employees shall accrue Annual Leave hours each month as follows:

Years of Service	Accrual Rate
0-6	8.40
7	9.1
8	9.8
9	10.5
10	11.2
11	11.9
12-14	12.6
15-19	14.18

20+	16.49

24.4 Annual Leave shall be handled in accordance with Section 6.05(A) Eligibility; 6.05(B) Calculation and Accrual; 6.05(C) Charging; 6.05(D) Request for Leave; 6.05(E) Manner of Taking; and 6.05(F) Payment Upon Separation of the City's Personnel Rules and Regulations.

24.5 Bargaining unit employees shall accrue 8.40 Sick Leave hours each month. An employee hired after the 15th of a month shall not accrue Sick Leave for that month.

24.6 Sick Leave shall be handled in accordance with Section 6.04(A) Eligibility; 6.04(B) Charging; 6.04(C) Requests; 6.04(D) Use; 6.04(E) Accrual; 6.04(F) Payment Upon Separation of the City's Personnel Rules and Regulations.

24.7 Family Medical Leave, Military Leave, and Workers' Compensation shall be in accordance with state and federal law and the City's Personnel Rules and Regulations.

24.8 Bargaining unit members shall be granted, upon approval by the Police Chief or designee, time off with pay in the event of a death in the immediate family, not to exceed three (3) consecutively scheduled working days within the state and five (5) consecutively scheduled working days for death out of state. The maximum paid funeral leave permitted any employee in one (1) calendar year shall be five (5) scheduled working days. Immediate family shall be defined as spouse, children, parents, brother/sister, grandparents, spouse's parents, son/daughter in law, legal guardian, or any relative living with the employee. Bargaining unit members may be granted additional time off with pay charged to annual leave at the discretion of the Police Chief or designee. Bargaining unit employees may be required to provide the Police Chief or designee with proof of death in the immediate family, as defined, before compensation is approved.

ARTICLE 25
HOURS OF WORK AND OVERTIME

25.1 For the purpose of this Agreement and the calculation of overtime compensation, the work period for employees in such classifications covered hereunder shall be fourteen (14) consecutive days. Patrol shall work twelve-hour (12) shifts for a total of eighty-four (84) hours in a work period. Only hours actually worked shall count toward the calculation of overtime and only hours worked in excess of eighty-six (86) hours in the fourteen (14) day work period shall be compensated at the rate of time and one-half (1 ½) of the employee's regular straight-time hourly rate.

25.2 Hours worked and designated by the Department as Special Overtime shall be paid at the overtime rate, regardless of the hours worked in a work period.

25.3 Bargaining unit employees shall be paid a minimum of two (2) hours or actual hours worked, whichever is greater, when bargaining unit employees are subpoenaed and have to appear at court, or other job-related legal proceedings, not during the bargaining unit employee's regularly assigned work hours.

25.4 Once assigned a regular non-temporary shift, absent exigent circumstances, a bargaining unit employee shall not be re-assigned to another regular non-temporary shift unless and until the bargaining unit employee has been given a ten (10) day notice of the re-assignment. Nothing herein prohibits a bargaining unit employee from being voluntarily re-assigned to another shift upon less than ten (10) days' notice.

25.5 Bargaining unit employees assigned to patrol or as a detective who are directed by management to be on-call as part of a weekly or bi-weekly rotation shall receive an on-call incentive of two (2) hours of additional base pay for each week they are on-call. Employees cannot receive more than one (1) on-call incentive in any week (e.g., an employee directed to be on-call in both patrol and detectives for the same week will receive only 2 hours of additional base pay). On-call hours credited to an employee will not be counted as hours worked for the purpose of calculating overtime.

25.6 Bargaining unit employees who are required to attend Department-scheduled two (2) hour in-service training during their scheduled day off shall be compensated at the rate of time and one-half (1-1/2) of the employee's regular straight-time hourly rate for the two (2) hours of in-service training.

ARTICLE 26
PENSION

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

A. Bargaining unit members shall contribute 4% of their annual compensation to the Police Officers' Pension and Retirement System.

B. The amount of retirement income payable to a bargaining unit employee who retires on or after his or her normal retirement date shall be in an amount equal to the number of years of credited service multiplied by 2½ percent of his average final compensation for those years of service completed prior to January 1, 1989, and three percent of his average final compensation for those years of service completed subsequent to January 1, 1989.

C. Commencing October 1, 2003, the benefit of each bargaining unit employee employed on or after October 1, 2003, shall be adjusted on each October 1 thereafter, as follows: for those bargaining unit employees who receive a cost-of-living adjustment under this section, the adjusted monthly benefit shall be the amount of the monthly benefit being received on September 30 immediately preceding the adjustment date plus an amount equal to three percent of this benefit.

D. Bargaining unit employees shall be vested in the Police Officers' Pension and Retirement System after completion of ten years of service.

E. Bargaining unit employees who are vested in the Police Officers' Pension and Retirement System shall have a normal retirement date the first day of the month coincident with or next following the earlier of attainment of age 55 or the attainment of the age of 52 and the completion of 25 years of qualified service.

F. Bargaining unit employees who are vested in the Police Officers' Pension and Retirement System shall be eligible for early retirement upon attainment of age 50 and the completion of 10 years of credited service. Credited service and average final compensation shall be determined as of the early retirement date, but actuarially reduced to take into account the employee's younger age and the earlier commencement of retirement income payments.

G. Average final compensation for full-time bargaining unit employees means one-twelfth of the average annual compensation of the 5 best years of the last 10 years of creditable service prior to retirement, termination or death. Annual compensation shall not include any compensation for off-duty employment.

H. The benefit payable to a bargaining unit employee employed after October 1, 2003, regardless of vesting, who is totally and permanently disabled in the line of duty prior to his or her normal retirement date is the monthly income payable for ten years certain and life. The amount of his or her monthly benefit shall be the normal retirement benefit, but shall not be less than 65 percent of his or her average monthly salary as of his or her disability retirement date.

I. The benefit payable to a vested bargaining unit employee who is totally and permanently disabled other than in the line of duty prior to his or her normal retirement date is the monthly income payable for ten years certain and life. The amount of his or her monthly benefit shall be the early retirement benefit, but shall not be less than 25 percent of his or her average monthly salary as of his or her disability retirement date.

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

26.3 The Police Officers' Pension and Retirement System Ordinance shall be amended to establish defined contribution "share" accounts for the plan members in accordance with Chapter 185, Florida Statutes. The excess Chapter 185 premiums tax revenues shall be allocated using the statutory default of 50 percent being applied to fund any unfunded actuarial liabilities of the Pension and Retirement System, and 50 percent being applied to the share plans as determined by the Pension Board.

ARTICLE 27
ENTIRE AGREEMENT AND DURATION

27.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

27.2 This Agreement shall be effective upon final approval and execution by the parties and shall remain in effect through the 30th day of September, 2024.

SIGNATURE PAGE

FOR THE CITY OF EUSTIS	**FOR THE FLORIDA PBA**
_____	_____
City Manager	George J. Corwine Chief Negotiator
_____	_____
Date	Date

ATTEST

_____
City Clerk

Approved by the Eustis City Commission by Resolution _____ on the _____ day of _____, 2021.

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 9, 2021

RE: ORDINANCE NUMBER 21-23: AMENDMENT TO CHAPTER 118, CONSTRUCTION STANDARDS, OF THE LAND DEVELOPMENT REGULATIONS

Introduction:
Ordinance Number 21-23 amends Chapter 118, Construction Standards, of the Land Development Regulations to update references to State codes adopted by reference (edition/year) and to clarify the demolition section for practical application of the code.

Background:
See attached Staff Report.

Recommended Action:
The administration recommends approval of Ordinance Number 21-23.

Alternatives:
1. Approve Ordinance Number 21-23
2. Deny Ordinance Number 21-23

Attachments:
Staff Report Ordinance No. 21-23
Ordinance No. 21-23 LDR Amendment
Chapter 118 LDR Amendment 8-19-21 Clean Copy

Reviewed by:

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: AUGUST 19, 2021

RE: ORDINANCE NUMBER 21-23: AMENDMENT TO CHAPTER 118 OF THE LAND DEVELOPMENT REGULATIONS

Introduction:
Ordinance Number 21-23 amends Chapter 118, Construction Standards, of the Land Development Regulations to update references to State codes adopted by reference (edition/year) and to clarify the demolition section for practical application of the code.

Recommended Action:
The administration recommends approval of Ordinance Number 21-23.

Background:
Periodic revisions and updates to the Land Development Regulations are needed to update references to State code and for practical application of the code. The following outlines the proposed amendments:

1. Update to reflect the 2020 Florida Building Code 7th Edition.
2. Update to reflect the 2017 National Electric Code.
3. Update to reflect 2020 Florida Fire Prevention Code 7th Edition.
4. Update to reflect the 2018 International Property Maintenance Code.
5. Clarify language in Section 118-19 Demolition of Structures for practical application of the code, and to provide options regarding site restoration timelines.

Community Input
Development Services has properly advertised the ordinance and there is an opportunity for community input at the public hearing.

Budget / Staff Impact:
None

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

Attachments:
Ordinance Number 21-23

ORDINANCE NUMBER 21-23

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.

WHEREAS, the Eustis City Commission adopted revised Land Development Regulations under Ordinance 09-33 on July 16, 2009, amended by Ordinance 15-13 on October 1, 2015, Ordinance 16-18 on April 7, 2016, Ordinance 16-13 on May 19, 2016, Ordinance 16-31 on December 15, 2016, Ordinance 17-17 on November 2, 2017, Ordinance 19-12 on June 6, 2019, Ordinance 19-22 on August 1, 2019, and Ordinances 20-44, 20-45, 20-46 on November 19, 2020, AND Ordinance Number 21-09 on June 17, 2021; and

WHEREAS, the City Commission finds it necessary to periodically revise and update the Land Development Regulations; and

WHEREAS, the City Commission finds it revisions are necessary to for consistency with State law and for clarification; and

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

SECTION 1.
That the following portions of Chapter 118, City of Eustis Land Development Regulations, are hereby amended as shown in the redline/strike through below; all other existing language, sections, paragraphs and subparagraphs shall remain in full force and effect:

Sec. 118-2. - Florida Building Code—Building ~~(latest adopted edition)~~ (2020, 7th Edition).

The 2020 Florida Building Code, 7th Edition~~latest adopted edition~~ is hereby adopted by reference, as amended, as the building code of the city, administered by the building official. The appendices thereto are expressly not adopted.

Sec. 118-3. - Florida Building Code—Mechanical ~~(latest adopted edition)~~ (2020, 7th Edition).

The 2020 Florida Building Code—Mechanical, 7th Edition ~~latest adopted edition~~ is hereby adopted by reference as the mechanical code of the city, and administered by the building official. The appendices thereto are expressly not adopted.

(Ord. Number 16-31, 12-15-2016)

Sec. 118-4. - Florida Building Code—Plumbing (2020, 7th Edition)~~(latest adopted edition)~~.

The 2020 Florida Building Code—Plumbing, 7th Edition ~~latest adopted edition~~ is hereby adopted by reference as the plumbing code of the city, and administered by the building official. The appendices thereto are expressly not adopted.

Sec. 118-5. - Florida Building Code—Fuel Gas (2020, 7th Edition)~~(latest adopted edition)~~.

The 2020 Florida Building Code—Fuel Gas, ~~latest adopted edition~~ 7th Edition is hereby adopted as the gas code of the city, and administered by the building official. The appendices thereto are expressly not adopted.

Sec. 118-6. - Florida Building Code—Residential (2020, 7th Edition)~~(latest adopted edition)~~.

The 2020 Florida Building Code—Residential, ~~latest adopted edition~~ 7th Edition is hereby adopted as the residential code of the city, and administered by the building official. The appendices thereto are expressly not adopted.

Sec. 118-7. - Florida Building Code—Existing building (2020, 7th Edition)~~(latest adopted edition)~~.

The 2020 Florida Building Code—Existing Building, ~~latest adopted edition~~7th Edition is hereby adopted as the existing building code of the city, and administered by the building official. The appendices thereto are expressly not adopted.

Sec. 118-8. ~~—~~ Florida Energy Conservation Code (2020, 7th Edition)

The 2020 Florida Energy Conservation Code, 7th Edition, is hereby adopted by reference as the energy code of the city, and administered by the building official.

Sec. 118-9. – Florida Accessibility Code (2020, 7th Edition)

The 2020 Florida Accessibility Code, 7th Edition is hereby adopted by reference as the electrical code of the city, and administered by the building official.

Section 118-10. International Property Maintenance Code (~~latest edition~~2018).

The 2018 International Property Maintenance Code, excluding sections 103, 106.2 through 106.5, 107, 110, 111, 112.4, 302.4 and 304.14, is hereby adopted as the housing code of the city, and administered by the building official. The appendices thereto are expressly not adopted.

Sec. 118-11~~1~~9. - National Electric Code (2017) ~~(latest adopted edition)~~.

The 2017 National Electric Code~~, latest adopted edition~~, as compiled by the National Fire Protection Association, is hereby adopted by reference as the electrical code of the city, and administered by the building official.

Sec. 118-12~~1~~0. - Florida Fire Prevention Code (2020, 7th Edition)~~(latest adopted edition)~~.

The 2020 Florida Fire Prevention Code, ~~latest adopted edition~~7th Edition , as compiled by the department of financial services, division of state fire marshal, is hereby adopted by reference as the fire prevention code of the city, and administered by the fire chief. This code includes NFPA 1, Uniform Fire Code, and NFPA 101, Life Safety Code.

Sec. 118-19. - Demolition of structures.

(a) Permit required. It shall be unlawful for any person, firm or corporation to ~~wreck or~~ demolish any building or structure in the city without first ~~securing~~ obtaining a permit as provided by this section and paying the fees prescribed herein.

(b) Permit application and fees.

1. Application for a permit to ~~wreck or~~ demolish a building or structure in the city shall ~~be in writing to and on the form or forms prescribed by the building official. The application shall~~ include the ~~following~~ contractor's name and address, license, certification or local competency certificate number, location of the building or structure and utility disconnect sign-offs from utility providers (where applicable). ~~i~~In addition to ~~such~~ any other information as may be required by the building official or local, state or federal law.

~~d.~~ 3. Insurance requirements~~.~~ ~~The demolition contractor shall be responsible for all work and every part thereof, including leveling to grade and clean up, and for all materials, tools, appliances and property of every description used in connection with demolition for which application is made.~~ The demolition contractor shall assume all risks of and liability for damage or injury to property or persons used or employed on or in connection with the work, and all risks of and liability for damage or injury to any property or person, wherever located, resulting from any operation connected with the demolition. Prior to the issuance of a demolition permit~~of the city's occupational license and/or the required competency card necessary to perform services in the city~~, ~~the~~ a licensed demolition contractor shall maintain the following insurance coverage and provide evidence of same to the Building Department: ~~the city's finance department a company authorized to do business in the state, stating that worker's compensation insurance has been issued to the applicant for all employees to be engaged in the work for which the application is made, or as an alternative, the applicant shall file with the finance department a proper certificate from the appropriate state agency to the effect that such applicant has qualified as a self-insurer.~~

a. *Worker's compensation (unless an exemption is obtained).* Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employers' liability with a limit of $100,000.00 each accident.

b. *Comprehensive general liability.* Minimum limits of $1,000,000.00 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 operations, and a contractual liability endorsement.

c. *Certificate of insurance.* The city is to be specifically included as an additional insured. This does not pertain to worker's compensation. The policy shall provide a notification clause in the event of cancellation or modification to the policy.

~~Any applicant for a demolition permit who is not compelled by state law to carry worker's compensation insurance shall file with the finance department an affidavit to that effect at the time of, or prior to, his application for a permit.~~

~~In addition, the demolition contractor shall have filed with the city's finance department a certificate of an insurance company authorized to do business in this state, stating that liability insurance in an amount not less than $1,000,000.00 has been issued to the applicant which insurance policy or policies shall show the city as a named insured and which policy or policies shall cover all activities of the contractor relating to the demolition.~~

~~Any insurance certificate as may be required shall state that the insurance company issuing same shall not cancel or void said insurance without 15 days prior written notice to the city finance department.~~

~~Unless waived by the building official in his discretion, any owner-occupier demolishing his own home shall place with the finance department a cash deposit or damage bond in the amount of $1,000.00 payable to the city and subject to forfeiture upon failure to correct damage, properly clear the lot of debris or restore the premises to a graded, safe and sanitary condition.~~

~~4.~~e. ~~Where~~ Demolition Plan. If required by the building official ~~in his discretion, a demolition plan which~~ shall show:

(c) Licensing Requirements: Certified or registered Division I contractor's license, a state certified specialty contractor's license, or a local certificate of competency, which corresponds to the type of building or structure being demolished.
1. Certified or registered residential contractor's license can demolish any residences which do need exceed 3 stories in height.
2. Certified or registered building contractor's license can demolish any residence or commercial building that does not exceed 3 stories in height.
3. Certified or registered general contractor's license can demolish any building, residence or structure, regardless of its height.
4. A local specialty demolition contractor's license (certificate of competency) can provide demolition services within the scope of that local license only within the specific jurisdiction.

~~(1)Demolition contractor's name and address, certification or competency card number; property owner's name and address; location of the building or structure; legal description of the property; date demolition is to begin. Exception : An owner-occupier of a single-family residence may demolish his free-standing garage or shed type structure (which has no water or sewerage connection) without securing an occupational license or certificate of competency.~~

~~(2)It shall be unlawful to employ any person, firm or corporation to assist that does not first produce a current occupational license and house wreckers' competence card. Such owner-occupier must comply with all other provisions of this section. The application shall be accompanied by:~~

a.Unless waived by the building official in his discretion, a rodent-control certificate by a pest control operator certified by the State of Florida to eradicate rodents, that the building has been treated or baited in a trade accepted manner and to the best knowledge of the certifier is free of rodent infestation.

b.Permit fee for demolition shall be set by the city commission of the city, by resolution, which may be amended from time to time. A certified copy of the resolution setting forth current demolition permit fees shall be on file with the city clerk.

c.Sewer disconnect charge . A fee of $100.00 shall be charged for each permit issued for the cost of disconnecting each city sewer service connection. If sewer disconnection is not required, the application form shall be certified by the building official relieving the applicant of the required fee. Should the permit not be issued, or if the fee has been collected and a sewer service not disconnected, the fee shall be returned to the applicant.

(9) Time limitations. Demolition of buildings or structures that are unsafe due to severe fire damage, or are so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible. Demolition must commence within 15 days and be completed no later than 45 days from issuance of the permit. The building official may extend this period for final inspection by an additional 30 days, upon request from the demolition contractor or property owner.

(d) Duty to restore site.(e) Site Restoration.

(1) The permit holder, property owner and/or demolition contractor shall be responsible for filling of any open excavations, leveling to grade (flat and ever surface), debris removal and removal of any accessory structures, foundations, driveways or walkways, aprons, and any other improvements, unless one of the following exemptions has been requested in writing and approved by the City:

(a) Residential Properties:

(1) The property owner has certified in writing to the Building Official that nNew construction will commence within six months after completion of the demolition and such request for deferment is approved by the building official or designee. Open excavations approved by the building official, prior to the commencement of any new construction, shall be protected by the erection of a continuous six-foot high barricade or chain link fence around the site. Should the property owner fail to apply for a permit to construct a building on the site property of the excavation within the six-month period, the required site restoration as required by this section shall be performed and completed by the owner within 30 days after the six-month deferment, unless such period is extendedan extension is granted by the building official or his designeeCity.

(2) An accessory dwelling or apartment that complies with the City's Housing Code, the Florida Building Code and Land Development Regulations is to remain on the property and become the primary structure.

(b) Commercial Properties: Site Plan submittal is to occur in accordance with Section 102 of these Land Development Regulation within six months after completion of the demolition. If Development or Redevelopment has not commenced within the time limitations of Section 102-25, the required site restoration shall be performed and completed within 30 days, unless an extension is granted by the City.

~~(1) Permittee's responsibility. It shall be the duty of the permittee to restore the site to a condition which shall meet the requirements of the city's minimum standards code.~~

~~a.Swimming pools, cellar floors and similar items shall be broken up to the extent necessary to provide ground drainage to prevent accumulation of water; such items in addition to septic tanks and excavations shall be filled with solids and compacted. All debris shall be removed including walkways, garage or carport driveways, and similar items other than that which is city property; protrusions and depressions shall be brought to level or evenly graded to the property lines.~~

(2)~~b~~. Replace or repair streets, curbs, sidewalks, parkways, or any other damage caused to city property ~~resulting from~~as a result of the demolition prior to scheduling the final inspection. The city may in its option, after written notification to the demolition contractor and property owner, repair the damage and charge both the property owner and the demolition contractor in accordance with Section 82-57 of City Code.

(3) Remove any measures taken to secure the job site, to include any erected barricades or fencing within 30 days of the approved final inspection.

(4) If deemed necessary by the City, the property owner shall plant sod, or grass seed and mulch in the affected area.

~~c.Removal of debris, clearing of site and repairs to city property as required by this chapter, shall be made by the permittee within 15 work days after demolition begins; this period may be extended by the building official upon request by the permittee.d.The building official, before relieving a demolition contractor from the responsibility incurred in this issuance of a demolition permit, shall require the evaluation of the city departments responsible, to insure that the site and any remaining structures, walls and appurtenances have been restored to meet the requirements of the Code of City of Eustis.~~

~~e.If the wrecking, demolition or restoration work for which the permittee is responsible is not completed within the times prescribed, the city may suspend such other permits which may be issued to the permittee.~~

~~f.The city, after written notification to the permittee, may have the work performed at the expense of the permit holder, the property owner and the demolition contractor.~~

~~(2)Owner's responsibility .~~

~~a.It shall be the duty of the owner to restore the site, not otherwise the responsibility of the permittee, including removal of driveway approaches and sidewalks, restoration of parkways and removal of drain lines crossing parkways. Additionally, except for improvements governed by subparagraph (d)(2)b. below, the owner shall ensure that the~~

~~site is well graded, drained, grassed and maintained within 30 days after demolition work is completed.~~

~~b.The removal of any improvement on a site, such as foundations, drive or walkways, aprons, filling of any open excavation, or general improvements may be deferred, provided the owner certified in writing to the building official that new construction will commence with six calendar months after demolition begins and such request for deferment is approved by the building official or designee. Open excavations approved by the building official, prior to the commencement of any new construction, shall be protected by the erection of a continuous six-foot high barricade or chain link fence around the site. Should the owner fail to apply for a permit to construct a building on the site of the excavation within the six-month period, the site restoration as required by this section shall be completed by the owner within 30 days after the six-month deferment, unless such period is extended by the building official or his designee.~~

~~c.Should the owner fail to fill excavations to the established grade, to replace any curbing or sidewalk which is contiguous to his property and which is either decayed or broken prior to and not as a result of demolition work, or should any new sidewalk or curbing be laid or constructed not in accordance with the provisions of the Code, the city building official shall cause a written notice to be served upon such property owner, or his agent, to complete the site restoration provided in this article. Should such restoration not be completed within ten days from the date of the service of such notice, then and in that case the work shall be charged against the property. Should such charges not be paid within 30 days after receipt of billing, then a lien shall be placed upon such property as provided in the laws of the state.~~

~~(e)Completion of the demolition and inspection of site . The building official shall inspect the site as soon as demolition is completed, but no later than 15 days after substantial completion of the demolition project or 60 days from start of demolition which comes first, to insure compliance with this section and any other applicable provisions of the Code of the City of Eustis. The building official may extend this period for final inspection by an additional 30 days; request for additional extension beyond the 30-day period must be submitted to the city commission by the permittee.~~

Sec. 118-20.2. - Code enforcement board.

The city may use the code enforcement provisions set forth in chapter 2 of these land development regulations to enforce the provisions of the engineering design standards and all other provisions of this Chapter.

SECTION 2.
That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3.
That it is the intention of the City Commission of the City of Eustis that the provisions of this Ordinance shall become and be made a part of the Land Development Regulations in the City of Eustis Code of Ordinances and that the sections of this Ordinance may be re-

numbered or re-lettered and the word “Ordinance” may be changed to “Section”, “Article”, or such other appropriate word or phrase to accomplish such intentions.

SECTION 4.
That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

SECTION 5.
That this Ordinance shall become effective upon passing.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 9th day of September 2021.

CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Mary C. Montez, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by physical presence, this 9th 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 Ordinance Number 21-23 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

Sec. 118-2. - Florida Building Code—Building (2020, 7th Edition).

The 2020 Florida Building Code, 7th Edition is hereby adopted by reference, as amended, as the building code of the city, administered by the building official. The appendices thereto are expressly not adopted.

Sec. 118-3. - Florida Building Code—Mechanical (2020, 7th Edition).

The 2020 Florida Building Code—Mechanical, 7th Edition is hereby adopted by reference as the mechanical code of the city, and administered by the building official. The appendices thereto are expressly not adopted.

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

Sec. 118-4. - Florida Building Code—Plumbing (2020, 7th Edition).

The 2020 Florida Building Code—Plumbing, 7th Edition is hereby adopted by reference as the plumbing code of the city, and administered by the building official. The appendices thereto are expressly not adopted.

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

Sec. 118-5. - Florida Building Code—Fuel Gas (2020, 7th Edition).

The 2020 Florida Building Code—Fuel Gas, 7th Edition is hereby adopted as the gas code of the city, and administered by the building official. The appendices thereto are expressly not adopted.

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

Sec. 118-6. - Florida Building Code—Residential (2020, 7th Edition).

The 2020 Florida Building Code—Residential, 7th Edition is hereby adopted as the residential code of the city, and administered by the building official. The appendices thereto are expressly not adopted.

Sec. 118-7. - Florida Building Code—Existing building (2020, 7th Edition).

The 2020 Florida Building Code—Existing Building, 7th Edition is hereby adopted as the existing building code of the city, and administered by the building official. The appendices thereto are expressly not adopted.

Sec. 118-8. – Florida Energy Conservation Code (2020, 7th Edition)

The 2020 Florida Energy Conservation Code, 7th Edition, is hereby adopted by reference as the energy code of the city, and administered by the building official.

Sec. 118-9. – Florida Accessibility Code (2020, 7th Edition)

The 2020 Florida Accessibility Code, 7th Edition is hereby adopted by reference as the electrical code of the city, and administered by the building official.

Section 118-10. International Property Maintenance Code (2018).

The 2018 International Property Maintenance Code, excluding sections 103, 106.2 through 106.5, 107, 110, 111, 112.4, 302.4 and 304.14, is hereby adopted as the housing code of the city, and administered by the building official. The appendices thereto are expressly not adopted.

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

Sec. 118-11. - National Electric Code (2017).

The 2017 National Electric Code, as compiled by the National Fire Protection Association, is hereby adopted by reference as the electrical code of the city, and administered by the building official.

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

Sec. 118-12. - Florida Fire Prevention Code (2020, 7th Edition).

The 2020 Florida Fire Prevention Code, 7th Edition , as compiled by the department of financial services, division of state fire marshal, is hereby adopted by reference as the fire prevention code of the city, and administered by the fire chief. This code includes NFPA 1, Uniform Fire Code, and NFPA 101, Life Safety Code.

Sec. 118-19. - Demolition of structures.

(a) Permit required. It shall be unlawful for any person, firm or corporation to demolish any building or structure in the city without first obtaining a permit as provided by this section and paying the fees prescribed herein.

(b) Permit application and fees.

1. Application for a permit to demolish a building or structure in the city shall include the contractor's name and address, license, certification or local competency certificate number, location of the building or structure and utility disconnect sign-offs from utility providers (where applicable). In addition to any other information as may be required by the building official or local, state or federal law.

3. Insurance requirements. The demolition contractor shall assume all risks of and liability for damage or injury to property or persons used or employed on or in connection with the work, and all risks of and liability for damage or injury to any property or person, wherever located, resulting from any operation connected with the demolition. Prior to the issuance of a demolition permit, a licensed demolition contractor shall maintain the following insurance coverage and provide evidence of same to the Building Department:

a. *Worker's compensation (unless an exemption is obtained).* Coverage to apply for all employees for statutory limits in compliance with the applicable

state and federal laws. The policy must include employers' liability with a limit of $100,000.00 each accident.

b. *Comprehensive general liability.* Minimum limits of $1,000,000.00 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 operations, and a contractual liability endorsement.

c. *Certificate of insurance.* The city is to be specifically included as an additional insured. This does not pertain to worker's compensation. The policy shall provide a notification clause in the event of cancellation or modification to the policy.

4. Demolition Plan. If required by the building official shall show:

(c) Licensing Requirements: Certified or registered Division I contractor's license, a state certified specialty contractor's license, or a local certificate of competency, which corresponds to the type of building or structure being demolished.

1. Certified or registered residential contractor's license can demolish any residences which do need exceed 3 stories in height.
2. Certified or registered building contractor's license can demolish any residence or commercial building that does not exceed 3 stories in height.
3. Certified or registered general contractor's license can demolish any building, residence or structure, regardless of its height.
4. A local specialty demolition contractor's license (certificate of competency) can provide demolition services within the scope of that local license only within the specific jurisdiction.

(9) Time limitations. Demolition of buildings or structures that are unsafe due to severe fire damage, or are so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible. Demolition must commence within 15 days and be completed no later than 45 days from issuance of the permit. The building official may extend this period for final inspection by an additional 30 days, upon request from the demolition contractor or property owner.

(e) Site Restoration.

(1) The permit holder, property owner and/or demolition contractor shall be responsible for filling of any open excavations, leveling to grade (flat and ever surface), debris removal and removal of any accessory structures, foundations, driveways or walkways, aprons, and any other improvements, unless one of the following exemptions has been requested in writing and approved by the City:

(a) Residential Properties:

(1) New construction will commence within six months after completion of the demolition. Should the property owner fail to apply for a permit to construct a

building on the property within the six-month period, the required site restoration shall be performed and completed within 30 days, unless an extension is granted by the City.

(2) An accessory dwelling or apartment that complies with the City's Housing Code, the Florida Building Code and Land Development Regulations is to remain on the property and become the primary structure.

(b) Commercial Properties: Site Plan submittal is to occur in accordance with Section 102 of these Land Development Regulation within six months after completion of the demolition. If Development or Redevelopment has not commenced within the time limitations of Section 102-25, the required site restoration shall be performed and completed within 30 days, unless an extension is granted by the City.

(2). Replace or repair streets, curbs, sidewalks, parkways, or any other damage caused to city property as a result of the demolition prior to scheduling the final inspection. The city may in its option, after written notification to the demolition contractor and property owner, repair the damage and charge both the property owner and the demolition contractor in accordance with Section 82-57 of City Code.

(3) Remove any measures taken to secure the job site, to include any erected barricades or fencing within 30 days of the approved final inspection.

(4) If deemed necessary by the City, the property owner shall plant sod, or grass seed and mulch in the affected area.

Sec. 118-20.2. - Code enforcement board.

The city may use the code enforcement provisions set forth in chapter 2 of these land development regulations to enforce the provisions of the engineering design standards and all other provisions of this Chapter.

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 9, 2021

RE: ORDINANCE NUMBER 21-22: COMPREHENSIVE PLAN TEXT AMENDMENT

Introduction:
Ordinance Number 21-22 amends the Future Land Use Element, Future Land Use Element Appendix, Conservation Element, Economic Development Element, Housing Element, Intergovernmental Coordination Element, Recreation and Open Space Element and Transportation Element to reflect the vision of the City Commission as identified in the Strategic Plan and other long-range master plans, provide for municipal densities and intensities, thereby discouraging urban sprawl, improve internal consistency of the Comprehensive Plan Element and consistency with the Land Development Regulations (LDRs), and eliminate duplicative and redundant language; and amends the Future Land Use Map Series.

Background:
See attached Staff Report.

Recommended Action:
The administration recommends approval of Ordinance Number 21-22.

Alternatives:
1. Approve Ordinance Number 21-22
2. Deny Ordinance Number 21-22

Attachments:
Ordinance Number 21-22 Staff Report
Ordinance No 21-22 Comp Plan Text Amend
Exhibits A thru H Clean Copy 9-3-21
Exhibits A thru H Redline-Strikethru 9-3-21
Exhibit I 2035 Future Land Use Map
Exhibit J Map 19 Proposed for Deletion

Reviewed by:

Ronald Neibert, City Manager	Approved - 03 Sep 2021
Mary Montez, City Clerk	Approved - 03 Sep 2021

ORDINANCE NO. 21-22

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN 2010-2035 PURSUANT TO SECTION 163.3184 OF THE FLORIDA STATUTES; PROVIDING FOR TEXT REVISIONS TO THE FUTURE LAND USE ELEMENT, FUTURE LAND USE ELEMENT APPENDIX, CONSERVATION ELEMENT, ECONOMIC DEVELOPMENT ELEMENT, HOUSING ELEMENT, INTERGOVERNMENTAL COORDINATION ELEMENT, PARKS AND OPEN SPACE ELEMENT, AND TRANSPORTATION ELEMENT; AMENDING MAPS; PROVIDING FOR THE REPEAL OF ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR CONFLICTING PROVISIONS; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

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

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

WHEREAS, these Plan amendments reflect the vision of the City Commission as identified in the Strategic Plan and other long-range master plans, provide for municipal densities and intensities, thereby discouraging urban sprawl, improve internal consistency of the Comprehensive Plan Element and consistency with the Land Development Regulations, and eliminate duplicative and redundant language; and

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

WHEREAS, the City of Eustis Local Planning Agency recommended approval of the Comprehensive Plan amendment at a public hearing on September 9, 2021; and

WHEREAS, the City Commission held public hearings on September 9, 2021 and November 4, 2021, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public; and

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

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

1. That the City of Eustis Comprehensive Plan 2010-2035 is hereby amended as follows to replace the following elements in their entirety, to update the 2035 Future Land Use Map, and eliminate Map #19 from the Future Land Use Map Series:

a. Future Land Use Element Exhibit A;
b. Future Land Use Element Appendix Exhibit B;
c. Conservation Element Exhibit C;
d. Economic Development Element Exhibit D;
e. Housing Element Exhibit E;
f. Intergovernmental Coordination Element Exhibit F;
g. Recreation and Open Space Element Exhibit G;
h. Transportation Element Exhibit H.
i. 2035 Future Land Use Map Exhibit I.
j. Deletion of Map 19 Exhibit J.

2. That this amendment is approved for submission to the State Land Planning Agency (Department of Economic Opportunity) and other jurisdictional agencies.

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

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

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

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 4h day of November 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 _____ day of November, 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 Ordinance No. 21-22 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

_____
Mary C. Montez, City Clerk

EXHIBIT A

FUTURE LAND USE
GOALS, OBJECTIVES AND POLICIES

GOAL FLU 1: DEVELOPMENT FRAMEWORK
Implement a land use and development framework that will:

- **Promote diversified economic development;**
- **Protect and enhance residential neighborhoods;**
- **Ensure services and facilities for new and existing development;**
- **Discourage urban sprawl;**
- **Recognize the value of natural resources; and**
- **Respect private property rights.**

OBJECTIVE FLU 1.1: DEVELOPMENT FRAMEWORK IMPLEMENTATION
To create a planning framework and implementation strategy that will enhance the livability of the City of Eustis; promote its natural, cultural, and physical resources; minimize any negative effects of urban development on the natural resources of the City; maintain overall air quality; and discourage urban sprawl.

Policy FLU 1.1.1: Planning Principles
The following principles shall guide the creation of land use policy and development regulations within the City of Eustis:

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

Policy FLU 1.1.2: Strategy for Sustainability
The City shall take the following actions as part of an overall strategy to improve energy efficiency and sustainability in the City of Eustis:

a. Continue to support alternative modes of travel as called for in the Transportation Element.

b. Support energy conservation measures and practices in the administration, design, and construction of City buildings and facilities.

c. Encourage the cooperation of public agencies and private owners in the provision of a multi-modal transportation system connecting all land uses along arterial and collector roads within recreational, commercial and multi-family residential areas.

d. Cooperate with existing and future land owners in the locating of solar sheds, bus stops, shelters, and other passenger and system accommodations for a transportation system to service current and future needs.

e. Encourage energy efficient appliances and equipment, energy-efficient features in window design, use of operable windows and ceiling fans and other technology to conserve energy

and encourage energy efficient lighting for streets, parking lots and other public areas.

f. Continue to permit grassed parking areas and other permeable materials as a part of the City's Land Development Code and encourage reduced coverage by asphalt, concrete, rock and similar substances in streets, parking lots and other areas.

g. Encourage the planting of Florida Friendly shade trees to provide reasonable shade for all recreation areas, streets and parking areas.

Policy FLU 1.1.3: Development Incentives

The City shall continue to provide incentives for energy efficient development as provided in the Land Development Code and shall review the Land Development Code as a part of monitoring the effectiveness of the Comprehensive Plan to determine if there are additional opportunities for development incentives that can be provided for projects that participate in energy efficient development programs.

Policy FLU 1.1.4: Building and Development Conservation Principles

The City shall encourage energy and water conservation and solid waste reduction through the site plan review process and at the building scale, including participation in the following programs and development standards:

- Retrofit for Energy and Environmental Performance program (REEP)
- State Energy and Environment Development program (SEED)
- Federal Weatherization Assistance Program
- Multifamily Housing Energy Efficiency Grant Program
- Leadership in Energy Efficient Design (LEED)
- Energy Star
- Water Star
- Florida Friendly landscaping
- Reduction of fertilizer needs
- Block standards and connected streets
- High density and intensity development in the urban core
- Compact, mixed use development
- Infill development
- Support of multi-modal transportation networks
- Protection of environmentally sensitive lands

OBJECTIVE FLU 1.2: FUTURE LAND USE MAP (FLUM)

To direct the timing, location, density, and intensity of development and redevelopment throughout the City of Eustis.

Policy FLU 1.2.1: Adopted Future Land Use Map Series (FLUM)

The Future Land Use Map (FLUM) series provides the information for strategies designed to build long term community value, discourage urban sprawl and ensure that public facilities and services are provided in the most cost-effective and efficient manner. The City of Eustis provides appropriate future land use planning for a planning horizon through the year 2035 and adopts the Future Land Use Map Series as depicted in the following exhibits in the Map Appendix and uses the Future Land Use Designations as defined in the Future Land Use Element Appendix which is also adopted herein by

reference:

Map #1:	2035 Future Land Use Map
Map #3:	Soils
Map #4:	Topography and Drainage Basins
Map #5:	Designated Water Wellhead Protection Areas
Map #6:	Surface Water Features
Map #7:	Areas Subject to Flooding
Map #8:	Vegetation
Map #9:	Washington Avenue Historic District
Map #10:	National Register of Historic Places and Sites
Map #11:	Local Landmark Sites
Map #12:	Wekiva Study Area: Most Effective Undeveloped Recharge Areas
Map #13:	Wekiva Study Area: Undeveloped and Water-Filled Karst Areas
Map #14:	Wekiva Study Area: Integrated Wildlife Habitat Ranking System
Map #15:	Wekiva Basin Land Cover
Map #16:	Priority Wetlands
Map #17:	Wekiva Basin: Strategic Habitat Ranking Systems, Public Lands and Proposed Acquisitions
Map #18:	Biodiversity Hotspots

With the exception of Map #1, the Future Land Use Map, these maps shall be used for general identification only and are not specifically regulatory in nature. Site specific information and analysis shall determine the actual features or applicability of a site for the purposes of applying the requirements of this Plan. The city shall continue to allocate lands in the Comprehensive Plan to meet projected development needs through the long-term planning horizon of 2035, including amounts sufficient to minimize land speculation and undue price appreciation and to provide for choices of residential and non-residential locations.

Policy FLU 1.2.2: Future Land Use Map Limitations
The Future Land Use Classifications set forth the current and long-range potential uses of property in the context of the lawful planning horizon and provide for a wide array of density or intensity of use within each land use classification. A property owner is not entitled to the most potentially dense or intense uses permitted within a land use classification. Thus, in some cases, the application of compatibility standards in the land development regulations may result in an actual project density less than the maximum permitted by the Comprehensive Plan. The Future Land Use Map does not guarantee that maximum densities will be achieved in all cases and does not serve as a substitute density limit in place of any other regulations that would place further restrictions and/or limitations on the development density of a parcel.

Policy FLU 1.2.3: Urban Services Required
All new development in the city shall be required to receive public water service. All new development must be served by public sewer systems, except where public sewer is not available and it can be demonstrated that sewage disposal is permittable by those state and county agencies having regulatory jurisdiction.

Policy FLU 1.2.4: Development Patterns
To discourage urban sprawl and to protect and enhance the community's unique character, the City shall implement regulations within the Land Development Code that encourage a mix of uses in specific areas of the City. Those areas are identified in the development patterns of urban, suburban and rural. Each development pattern is further divided into neighborhoods, centers, corridors and districts. The City shall adopt performance standards for the land uses within each development pattern as prescribed by the City's Land Development Code. In general, the patterns are as follows:

a. Urban Areas. Urban development pattern areas shall rely primarily on a system of interconnected streets in a grid network pattern that prioritizes pedestrians and transit features and links civic buildings, squares, parks, and other neighborhood uses.

b. Suburban Areas. Suburban development pattern areas shall rely primarily on a pattern of residential development that is formed on a street network which shall be designed to provide for pedestrian and bicycle connections.Non-residential uses shall be primarily located on corridors and within districts.

c. Rural Areas. Rural development pattern areas may include clustered residential development or large lots that provide substantive open space to preserve and enhance the rural viewshed and character of the community. Non-residential uses are primarily located in centers and may contain a mix of uses. The rural pattern is generally located on the periphery of the Eustis urbanized area, away from the urban core.

Policy FLU 1.2.5: Joint Planning Area
The City shall continue to coordinate with Lake County to address annexation and land use issues.

OBJECTIVE FLU 1.3: RELATIONSHIP OF THE COMPREHENSIVE PLAN TO THE LAND DEVELOPMENT CODE
To implement the policies, standards and land use classifications of the City's Comprehensive Plan through the Land Development Code.

Policy FLU 1.3.1: Promote Compact Growth and Preservation of Open Space
The City shall continue to rely upon its Land Development Regulations to promote compact growth and preservation of open space

Policy FLU 1.3.2: Maintain Residential Compatibility
The City shall continue to rely upon the Land Development Code to address specific standards for the review of residential compatibility to provide standard and predictable measures for establishing and creating compatibility. At a minimum these standards shall conform to the following guidelines:

a. The review and analysis of development applications and future land use map amendments shall recognize as a fundamental principle of the City's Comprehensive Plan that the highest concentration of development density and intensity within the City shall be permitted in the downtown and that this overall density/intensity decreases incrementally outward from the downtown to lower densities that are located on the periphery of the Eustis urbanized area or in areas of the City which have physical limitations to development. Higher density in locations away from downtown, but supported with urban servicesis permitted as an exception to this principle.

b. Landscapes, buffers, natural areas or transitional development practices shall be utilized in site planning to demonstrate that the project transitions appropriately to adjacent uses or to lessen impacts and integrate development along the edges of different land use categories, screen undesirable views, preserve tree canopy and vegetation.

c. The location of development on a site shall:

(1) Protect existing natural and environmental features on and adjacent to the site to the extent practicable, including wetlands and wetland systems, karst features, and tree canopy;

(2) Respect the existing development transect;

(3) Permit the most density and intensity in areas that are served or may be served by public utilities, or are most proximate to support services.

d. The location of required minimum open space on a site shall be configured to:

(1) To create external connectedness by adding to a larger contiguous off-site network of interconnected open space, particularly existing habitats, where applicable.

(2) To create internal connectedness through connected and integrated open space within the subdivision parcel where applicable and shall be based upon the context sensitive site design standards.

Policy FLU 1.3.3: Right-of Way Standards for Utilities

Right-of-way standards adopted as part of the Land Development Regulations and roadway improvement projects shall be designed to accommodate public and regulated utility distribution lines.

Policy FLU 1.3.4: Compatibility with the Placement of Utility Structures

The City shall rely upon the Land Development Regulations to continue to provide for the placement and construction of utility structures and equipment, other than local distribution lines, including but not limited to water storage tanks, sewage treatment plants, electric substations, and telephone switching stations where needs for such facilities can be demonstrated by providers of services. The Land Development Regulations shall ensure compatibility of such facilities with surrounding land uses and natural resources to the extent possible.

OBJECTIVE FLU 1.4: PROTECTION OF HISTORIC RESOURCES

To protect and enhance those areas and individual sites of historical significance or distinct architectural character in the community.

Policy FLU 1.4.1: Protect Historic Character and Preserve Historic Properties

Land Development Regulations and development review procedures shall continue to recognize the need to maintain or improve the character of designated historic properties and the historic district, andincorporate incentives to preserve designated historic properties, including advice to applicants on the tax benefits of historic preservation.

Policy FLU 1.4.2: Downtown Main Street Character

In addition to adding beauty to the Downtown, walkable design standards shall be included in the Land Development Regulations regarding development and redevelopment in the Urban Core.

Policy FLU 1.4.4: Preserve the Architectural and Historical Heritage of Eustis
Pursuant to the Intergovernmental Coordination element, provide ongoing affirmational support to preservation organizations.

Policy FLU 1.4.5: Historic Structures
Where an application for development may involve the removal of a historic structure listed on the National Register, the city shall first invite comment by the Florida Division of Historical Resources and the City's Historic Preservation Board before rendering a decision on the application.

Policy FLU 1.4.6 Historic Overlay
When an area is designated as a local Historic District, the designation shall be entered as an overlay to the Future Land Use map in accordance with State law.

Policy FLU 1.4.7: Archaeological Discovery
By year-end 2035, the Land Development Regulations shall provide for notification of the archaeological discovery to and request for guidance from the Florida Division of Historical Resources in instances when an archaeological discovery occurs in the city; and will provide for best management practices to address the discovery.

GOAL FLU 2: URBAN DEVELOPMENT PATTERN AREA
Enhance the livability and viability of the urban core area of the City through design standards and capital improvement priorities that:

- **Align public investments, incentives and Future Land Use Element policies to encourage and protect redevelopment and revitalization opportunities that leverage existing economic assets;**
- **Promote revitalization in developed neighborhoods that are aging; and**
- **Rely primarily on a system of interconnected street grids with pedestrian and mass transit features and links to civic buildings, squares, parks and other neighborhood uses.**

OBJECTIVE FLU 2.1: REDEVELOPMENT AND INFILL
To implement programs which facilitate redevelopment of and infill development in older sections of the city and to promote the revitalization of the Downtown and East TownCommunity Redevelopment Area as a safe, attractive, and stable residential and business area.

Policy FLU 2.1.1: Downtown Redevelopment
The City shall continue to implement the redevelopment and revitalization vision for the Community Revelopment Area as provided for in the Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan, and Economic Element.

Policy FLU 2.1.2: Funding Assistance for Housing Needs
The City shall continue to pursue funding pursuant to the Housing Element Policy HSG 1.3.3.

Policy FLU 2.1.3: Code Enforcement & Displacement
The City shall continue to address substandard housing and displacement pursuant to the Housing Element Policies HSG 1.2.1 and 1.2.2.

GOAL FLU 3: SUBURBAN DEVELOPMENT PATTERN AREA
Enhance the livability and viability of neighborhoods and existing commercial corridors through the implementation of a coordinated strategy that discourages urban sprawl and:

- **Promotes development standards for new neighborhoods consistent with the principles included in FLU Policy 1.1.1.**
- **Preserves and protects existing viable neighborhoods and subdivisions;**
- **Promotes revitalization in developed neighborhoods that are aging; and**

OBJECTIVE FLU 3.1: PROTECTION OF RESIDENTIAL NEIGHBORHOODS
To ensure the long-term viability of residential neighborhoods by regulating future development and redevelopment to create compatibility with surrounding land uses.

Policy FLU 3.1.1: Neighborhood Compatibility
The City shall protect the quality and integrity of established neighborhoods by relying upon the standards of the adopted Land Development Regulations to address residential compatibility.

Policy FLU 3.1.2: Roadway Compatibility
The City shall maintain and protect the long-term viability of residential neighborhoods where they are

developed adjacent to collector and arterial roadways by relying upon the standards of the adopted Land Development Regulations

Policy FLU 3.1.4: Limits on Industrial Uses Adjacent to Residential Areas
The City shall ensure that future Plan amendments to industrial uses adjacent to existing Residential Land Use categories shall be light industrial uses only to protect residences from the adverse impacts of smoke, fumes, vibrations, light, glare, odors, and noise.

OBJECTIVE FLU 3.2: DISCOURAGE URBAN SPRAWL
To use an approach to neighborhood revitalization that will transform the character, function and form of residential land uses into functional, sustainable neighborhoods.

Policy FLU 3.2.1: Neighborhood Revitalization
The City shall encourage neighborhood revitalization by continuing to implement and enforce the adopted Land Development regulations regarding pedestrian connectivity standards and block configuration requirements.

GOAL FLU 4: RURAL DEVELOPMENT PATTERN AREA
Manage the form, pattern and timing of future growth and development for the areas on the periphery of the Eustis urbanized area through a clear and predictable land use strategy that:

- **Facilitates the transition of land uses over time into sustainable, livable places (communities).**
- **Provides for a transitional area between suburban development and the County's rural areas;**
- **Allows the continuance of agricultural land uses;**
- **Values and preserves open spaces; and**

OBJECTIVE FLU 4.1: PROTECTION OF RURAL CHARACTER
To protect the character of those areas that are designated as Rural Design Districts.

Policy FLU 4.1.1: Rural Residential Design Districts
Greater flexibility and creativity in the design of residential developments within the Rural Design Districts is permitted through the subdivision development approval process and the design criteria provided in the Land Development Regulations as a means to preserve significant on-site environmental resources and preservation areas.

GOAL FLU 5: WEKIVA SPRINGS OVERLAY PROTECTION DISTRICT
Support and further the *Wekiva Parkway and Protection Act* through land use strategies designed to protect significant natural resources of the Wekiva Springs Overlay Protection District, also known as the Wekiva Study Area, including the springshed and springs.

OBJECTIVE FLU 5.1: Wekiva Springs Overlay Protection District Land Use Strategy
The City shall establish an overlay district described herein for the purpose of providing an appropriate transition between the City's urban core and the County's rural areas, and implementing enhanced standards for the protection of significant open space. The following policies and open space

requirements recognize the relative position of the City within the Wekiva Springs Overlay Protection District/

Policy FLU 5.1.1: Land Use Activity Restrictions
The City designates the Wekiva Springs Overlay Protection District as provided on the Future Land Use Map. The City shall restrict new land use activities within the Wekiva Springs Overlay Protection District, that are adjacent to most effective recharge areas, karst features and sensitive natural habitats, that have a potential to adversely impact ground water and surface water quality; such as mining, landfills, spray-fields, golf courses, heavy industry, intense animal operations, and other uses or activities with extensive impervious surface area, involving hazardous chemicals or materials, having potential to contaminate groundwater, or requiring significant consumption of groundwater beyond the City's adopted level of service.

Policy FLU 5.1.2: Best Management Practices and Standards
Where avoidance of impacts through the limitation of land use activities is not feasible, the City shall require implementation of Best Management Practices and development/redevelopment standards, such as buffering, setbacks and open space standards, that will minimize the impact of land use and development within the Wekiva Springs Overlay Protection District, consistent with Objectives FLU 5.1, and 5.2 and supporting policies applicable to the Wekiva Springs Overlay Protection District.

Policy FLU 5.1.3: Surveys and Studies
The Land Development Regulations shall require the following surveys and studies to be submitted with a subdivision plan or site plan or its functional equivalent to provide an analysis and evaluate the location and presence of most effective recharge areas, karst features, and sensitive natural habitats including Longleaf Pine, Sand Hill, Sand Pine and Xeric Oak Scrub:

a. An analysis of soils, by a professional qualified to determine the location of most effective recharge areas. Unless otherwise provided for by rule of the St. Johns River Water Management District (SJRWMD), most effective recharge areas shall be defined as Type "A" Hydrologic soils described by the National Resources Conservation Service (NRCS) Soil Survey.
b. An analysis of the site, by a professional qualified to determine the location and nature of sinkholes and other karst features of the property, such as stream-to-sink and other direct connections to the aquifer including an analysis to determine the depth of the water table, location of the Floridan Aquifer relative to ground surface and thickness and extent of the bedrock or other confining layers over the aquifer. This analysis may include the use of geophysical surveys, such as microgravity and ground penetrating radar surveys, and may be supplemented with documented locations of sinkholes, light detection and ranging surveys, and aerial photographs. If karst features are determined to exist on site, further analysis may be required to evaluate surface and sub-surface characteristics that provide potential connection to the aquifer, assess the potential for contamination of the aquifer from development, and identify protective solutions to be incorporated into the site design. Such design solutions shall utilize Best Management Practices described in Protecting Florida's Springs Manual – Land Use Planning Strategies and Best Management Practices (November 2002).
c. An analysis of the site by a professional qualified to identify flora and fauna, state and federally listed species, and vegetative habitat types including but not limited to wetlands and sensitive natural habitat defined as Longleaf Pine, Sand Hill, Sand Pine and Xeric Oak Scrub. This analysis shall include field surveys and use of best available information from federal, state, regional, and local agencies. The site analysis shall also consider ecosystem connectivity in relationship to adjacent properties and surrounding area in coordination with the Florida Fish and Wildlife

Conservation Commission and the Florida Department of Environmental Protection.

d. The analysis required above shall be used to characterize on-site soils and determine locations of geologic features including sinkholes, solution pipes, depressions, and depth of soil to lime rock, including karst features like sinkholes with a direct connection to the aquifer and stream-to-sink features that require protection.

Policy FLU 5.1.4: Open Space Requirements

In order to protect natural resources within the Wekiva Springs Overlay Protection District, including but not limited to most effective recharge areas, karst features and sensitive natural habitats, including Longleaf Pine, Sand Hill, Sand Pine, and Xeric Oak Scrub, the City shall require that new development preserve and dedicate open space pursuant to the policies established for the Wekiva Springs Overlay Protection District. Open space shall be connected to the greatest extent possible within the development site and to natural areas or open space within adjacent property in order to provide larger contiguous corridors.

Policy FLU 5.1.5: Open Space Priority and Assignment

Priority for preservation and dedication of open space shall be given to most effective recharge areas, karst features, and sensitive natural habitats including Long Leaf Pine, Sand Hill, Sand Pine and Xeric Oak Scrub vegetative communities. Assignment of open space shall be determined at the time of site plan review to maximize protection of natural resource features and functions. This evaluation shall consider the aforementioned priorities, protection of wildlife habitat, the ability to provide substantial buffering to natural wetlands and water bodies, and the ability to create greenway corridors. Other significant resources, such as natural wetlands and floodplains and other sensitive natural habitats shall be protected consistent with all other objectives and policies of this Comprehensive Plan. Within the Wekiva Springs Overlay Protection District, natural wetland impacts, including the placing or depositing of fill within natural wetlands, shall be prohibited except as necessary to provide for legal ingress or egress to developable upland areas. In such circumstances, structural enhancements may be required to maintain wetland connectivity and natural flow regimes.

Policy FLU 5.1.6: Dedication of Open Space

Natural open space designated as part of a development project shall remain undeveloped and protected in perpetuity through the use of conservation easements, plat restrictions, deed restrictions or similar legal instruments that run with the land and establish the conditions and restrictions on the use of open space areas. The boundaries of the designated open space shall be clearly delineated on project site plans, including recorded plats

Policy FLU 5.1.7: Ownership and Maintenance of Open Space

Ownership and maintenance of open space that is held in group ownership shall be by one or a combination of the following, which shall be designated prior to development.

a. Conservation Agency such as the SJRWMD
b. Non-profit conservation organization or land trust
c. City of Eustis, subject to City approval
d. Homeowners Association providing for binding legal commitments regarding preservation and management

The costs and responsibility of maintaining open space shall be borne by the owner of open space. If not properly maintained, the City may enforce maintenance.

OBJECTIVE FLU 5.2: Conservation Design Standards
All development within the Wekiva Springs Overlay Protection District shall meet the conservation design standards as set forth below as provided for in the Conservation Element

Policy FLU 5.2.1: Principles of Conservation Design
Within the Wekiva Springs Overlay Protection District, all new development shall be required to implement the following principles of conservation design:

a. When clustering dwelling units within a development, the clustering of uses shall be designed to occur in those areas with the lowest priority for preservation.
b. Establishment of natural open space, consistent with Policies FLU 5.1.4 through 5.1.8 and Policies FLU 5.2.1 through 5.2.3, which shall be connected wherever possible and protected by recorded conservation easement, dedicated plat, or similar binding instrument;
c. Protection and enhancement of corridors for wildlife movement in coordination with adjacent properties if applicable;
d. Minimize site disturbance and alteration of terrain through use of design techniques that protect native vegetation and minimize earth movement;
e. Use of Florida Friendly landscaping, and limiting areas requiring irrigation;
f. Design of stormwater systems as natural amenities where possible;
g. Central water and sewer treatment facilities within urban service areas that can be connected to a regional system when available or use of performance-based on-site wastewater treatment systems consistent with the Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water and Natural Groundwater Aquifer Recharge Element;
h. Installation of reclaimed water lines in order to ensure the present or future capability to receive treated reuse water.

Policy FLU 5.2.2: Setback from Karst Features
All development shall be set back from springs, spring runs, sinkholes, and other karst features as shown below. The setback area shall consist of a buffer that excludes development and retains all natural vegetation within the setback area, with the exception of the setback area from subsurface caves and flow corridors.

Development Setbacks

Feature	Minimum setback (feet)
Springs	300
Spring runs	100
Sinkholes, with a direct connection to the aquifer	200, measured from the drainage divide
Other sinkholes	100, measured from the drainage divide
Other karst features with a direct connection to the aquifer (swallet or stream-to-sink)	200, measured from the drainage divide

Land uses with a high potential to impact groundwater resources such as mining, landfills, spray-fields, heavy industrial, and intense animal operations will be prohibited within one mile of a springhead and

½ mile of a surface centerline of the cave system.

Land Use Setbacks

Feature	Minimum setback (feet) for land uses identified as having a high potential to impact groundwater resources.
Caves (subsurface caves and flow corridors)	½ mile, measured on the surface from the centerline of the cave system
Springhead (vent)	One (1) mile, measured from the springhead in all directions

Policy FLU 5.2.3: Setback Exceptions
Where an existing lot of record as of the effective date of the previous Policy is too small to accommodate the minimum amount of development necessary for the setbacks set forth in Policy FLU 5.2.2, the allowable use may be established provided that the building and associated paved areas are located the maximum distance possible from the karst features, and further provided that a swale and berm are located between the development and the karst feature with a direct connection to the aquifer. The swale and berm shall be designed to direct drainage away from the karst feature.

Policy FLU 5.2.6: Minimization of Connected Impervious Areas
Design of access, parking lots, sidewalks, buildings, and other impervious surfaces shall minimize connections between impervious surfaces through techniques shown on a site plan such as:

a. Development shall use joint or shared access and stormwater facilities to the maximum extent feasible when it serves to minimize impervious surfaces.
b. Non-residential development shall use shared parking and pervious pavement to the maximum extent feasible in order to minimize impervious surfaces.
c. Directing flows from roof drains to vegetated areas or to rain barrels or cisterns for reuse of the water; Directing flows from paved areas to vegetated areas; Locating impervious surfaces so that they drain to vegetated buffers or natural areas; and
d. Breaking up flow directions from large paved surfaces.

Policy FLU 5.2.7: Use of Pervious Materials
Porous pavement materials, pervious concrete, and pervious asphalt should be used to minimize the amount of impervious surface within new development and redevelopment consistent with code requirements regarding protection of natural systems from contaminants.

Policy FLU 5.2.8: Stormwater Drainage
Drainage for streets and roads within new development shall be consistent with the St. Johns River Water Management District requirement and the Land Development Regulations.

Policy FLU 5.2.9: Minimization of Site Disturbance

Development shall be designed to minimize site disturbance by limiting clearing to the minimum area necessary to accomplish development through the following:

a. Avoid or minimize the removal of existing native trees and vegetation;
b. Minimize soil compaction by delineating the smallest disturbance area feasible;
c. Use design techniques that limit earth movement and impervious surfaces such as stem-wall construction, reduced pavement widths, and swales; and
d. Maximize disconnection of impervious surfaces to reduce water runoff flows and increase opportunities for infiltration.

Policy FLU 5.2.10: Golf Courses

All golf course siting, design, construction, and management shall implement the prevention, management, and monitoring practices, detailed in the golf course siting, design, and management chapter of the P*rotecting Florida's Springs Manual – Land Use Planning Strategies and Best Management Practices (November 2002)*. These practices are derived from the Audubon International Signature program.

Policy FLU 5.2.11: Landscape Best Management Practices

The following landscaping Best Management Practices shall be instituted to the greatest extent practicable to reduce nitrate loading:

a. Planted turf grass and landscaping within residential lots shall be restricted wherever feasible to minimize the use of fertilization and water for irrigation;
b. Florida Friendly landscaping shall be required wherever feasible; and
c. The City will adopt Land Development Regulations for managing future lawns and landscapes within the Wekiva Springs Overlay Protection Area using the educational guidelines contained in the University of Florida Extension's Florida Yards and Neighborhoods Program, Environmental Landscape Management (ELM) principles and Best Management Practices wherever feasible. Such Land Development Regulations shall include practices that are designed to reduce nitrate infiltration into ground and surface water.

Policy FLU 5.2.12: Protection of Sensitive Natural Habitats

The City shall protect sensitive natural habitat including Longleaf Pine, Sand Hill, Sand Pine, and Xeric Oak Scrub (generally shown on Map #14 and Map #15) within the Wekiva Springs Overlay Protection Area to the greatest extent practicable. The Land Development Regulations shall require a site analysis during the development review process to identify sensitive natural habitat. If such habitat is determined to exist on-site, proposed development shall be required to avoid and protect such areas as much as possible as follows:

a. Design shall be accomplished to maintain sensitive natural upland habitat in functional, clustered and contiguous configurations that maximize use by wildlife (Map #18) and maintain the long-term viability of natural communities. This includes linkages to habitat corridors and greenways where possible.
b. Sensitive natural habitat protected on-site shall require a permanent conservation easement and be incorporated as open space within the subject property.

Policy FLU 5.2.13: Management of Sensitive Natural Habitats

The City may require a management plan for sensitive natural habitat areas greater than two acres in size that are protected as the result of a development project. The management plan shall be prepared at the expense of the developer by a qualified professional biologist and provide for the following:

a. Eventual removal of invasive plants and replanting with Florida Friendly vegetation as necessary;
b. Maintenance of biodiversity, with special emphasis on the protection of listed plant and animal species;
c. Removal of debris, articles, and structures not permitted by the management plan;
d. Conditions for use that are limited to passive recreation; and
e. Any additional measures necessary to protect and maintain the functions and values of the habitat area while ensuring protection from wildfire.

EXHIBIT B FUTURE LAND USE ELEMENT APPENDIX

SECTION FLU A-1: PLAN AMENDMENT STANDARDS OF REVIEW

The City of Eustis Comprehensive Plan is designed to preserve and enhance the public health, safety, and welfare through the management of growth, the provision of adequate public services and the protection of natural resources. These purposes are accomplished by the legislative establishment of goals, objectives, and policies that are designed to guide the future growth and development of lands within the City.

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

This Plan amendment application review and evaluation process will be prepared and presented in a format consistent with the four (4) major categories of Plan policies as follows:

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

B **Natural Resources/Natural Features**: The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Comprehensive Plan. Evaluation of specific features and impacts shall be included in the Land Development Regulations and addressed at time of site plan or subdivision plan consideration.

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

1. Proposed Residential Land Uses. The City shall limit these uses adjacent to incompatible commercial or industrial land uses unless sufficient mitigation, such as buffering and setbacks is provided and available through the Land Development Regulations, which lessens the impact to the proposed residences.

2. Proposed Non-Residential Land Uses. The City shall generally not permit new industrial uses to be located adjacent to existing or planned residentially designated areas.

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

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

AMENDMENTS WITHIN THE WEKIVA SPRINGS OVERLAY PROTECTION DISTRICT

Amendments to the Future Land Use Map (FLUM) within the Wekiva Springs Overlay Protection District shall be required to comply with all applicable policies of this Comprehensive Plan and at time of site plan or subdivision consideration, approval of a development plan shall satisfy the following criteria:

A. Support the development plan with the required studies and surveys in FLU Policy 5.1.3 to document that the development is consistent with protection of groundwater and surface water and natural resources;

B. Support the development plan with a nitrate/nitrogen loading analysis prepared by a professional qualified to use professionally accepted methods that compare the existing land use activity to the proposed future land use activity at build-out if there is no connection to central sanitary sewer. The analysis must demonstrate when all factors are considered, that there shall be no increase in nitrate/nitrogen loading to groundwater and surface water.

SECTION FLU A-2: ZONING STANDARDS OF REVIEW

The City of Eustis does not have zoning districts. The City of Eustis regulates the specific uses that are permitted and prohibited within each land use district through the City's Land Development Code based on the Future Land Use Map designation and establishes the minimum design standards to be used when developing property through the application of a Design District Overlay. The intent of the land use and design regulations of the Land Development Code is to promote the health, safety, and welfare of the community; to ensure that future growth and development which occurs in Eustis is consistent and compatible with the city comprehensive plan; is compatible with existing and planned development in the City in type, design, and location; is served by adequate public services and facilities; and in all other respects achieves and implements the goals, objectives, and policies of the city as contained in the city comprehensive plan.

SECTION FLU A-3: THE OFFICIAL FUTURE LAND USE MAP

General Application

The City of Eustis Future Land Use Element contains the Official Future Land Use Map. This map depicts a land use classification system which defines the location and range of permitted uses in each classification, the range of permitted densities and/or intensities of use, and other data necessary to comply with minimum State requirements. The Future Land Use Classifications set forth the potential uses of property in the context of the lawful planning horizon and provide for a wide array of density or intensity of use within each land use classification. A property owner is not necessarily entitled to the most potentially dense or intense uses permitted within a land use classification. In some cases, the compatibility standards in the Land Development Regulations may result in an actual project density less than the maximum permitted by the Comprehensive Plan. The Future Land Use Map does not guarantee that maximum densities will be achieved in all cases and does not serve as a substitute density limit in place of any other regulations that would place further restrictions and/or limitations on the development density of a parcel.

The official Future Land Use Map depicts the following land use classifications, map symbols, and the identification of designations that require urban services.

TABLE A-3.1 FUTURE LAND USE DESIGNATIONS

LAND USE DISTRICT	MAP SYMBOL	Maximum Net Density (Total dwelling units per net acre)	Intensity Range (Floor Area Ratio)	Maximum Impervious Surface (% of net buildable area)
Suburban Residential	SR	5 dwelling units/acre(2)	N/A	50%(4)
Urban Residential	UR	12 dwelling units/acre(2)	N/A	50%(4)
Manufactured Home Community	MH	8 dwelling units/acre	N/A	50%(4)
General Commercial	GC	N/A	up to 2.5(3)	75%
General Industrial	GI	N/A	up to 2.5(3)	75%
Central Business District	CBD Residential Non-Residential	40 dwelling units/acre (1)	 up to 3.0	100%
Residential/Office Transitional	RT Residential Non-Residential	12 dwelling units/acre (2)	 up to 2.5(3)	50%(4) 75%
Mixed Commercial/ Residential	MCR Residential Non-Residential	12 dwelling units/acre (2)	 up to 2.5(3)	50%(4) 75%
Mixed Commercial/ Industrial	MCI	N/A	up to 2.5(3)	75%
Public and Institutional	PI	N/A	up to 2.5(3)	75%
Conservation	CON	N/A	up to 0.20(3)	10%

Table Footnotes

Generally: Stated densities and intensities will not be achieved in all cases. Compatibility standards and other Land Development Regulations, including those regulating the interaction between land use districts and design districts, as related to each specific site's unique characteristics, will determine actual achievable densities and intensities.

(1) In the Central Business District, the maximum of 40 units per acre is permitted in the portion of the central business district bordered on the west by Bay Street, south by Orange Avenue, east by Center Street and north by Clifford Avenue. The remainder of the Central Business District shall have a base maximum density of 12 du/ac and shall require a conditional use permit to develop up to 40 units per acre. With the implementation of Transfer of Development Rights, maximum density/intensity in the CBD shall be measured district wide versus per site.

LAND USE DISTRICT	MAP SYMBOL	Maximum Net Density (Total dwelling units per net acre)	Intensity Range (Floor Area Ratio)	Maximum Impervious Surface (% of net buildable area)
(2) Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density in these classifications where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent. (3) Allowable intensities incrementally decrease between downtown and outlying areas, and between corridors and neighborhoods, as specified in Section 109-3 of the Land Development Regulations. Higher intensities apply in urban districts, medium intensities in suburban districts and lower intensities in rural districts. Similarly, within those districts, higher intensities apply along corridors and lower intensities in neighborhoods. (4) Maximum impervious surface requirements apply to the development as a whole, when common area is provided. In no case shall individual building lot coverage exceed 80 percent. For more information regarding open space and impervious definitions see the City of Eustis Land Development Regulations, Definitions and Chapter 115, Section 115-4.1				

DEFINITIONS OF FUTURE LAND USE DESIGNATIONS

The definitions and uses provided for in each of the following future land use designations are descriptive definitions only.

Residential Districts
Suburban Residential
Urban Residential
Mobile Home Community

Suburban Residential (SR)
This designation is provided to accommodate the majority of residential development within the City.

General Range of Uses: This designation is intended to provide for a mix of single family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted.

Maximum Density/Intensity: Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre. The maximum density may be exceeded through an affordable housing density bonus as provided in the Special Provisions below.

Special Provisions:
(1) Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density in the Suburban Residential (SR) classification where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent. A density bonus may also be allowed for energy conservation or green certification as provided for in the LDRs. The combined density bonus for affordable housing and energy conservation/green certification is limited to a total increase of 15%.
(2) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:

a. all such housing is attached to foundations as in the case of conventional site-built construction; and

b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.

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

Urban Residential (UR)

This designation is intended to provide higher density residential options for the areas near the downtown core of the city.General Range of Uses: Includes single family detached, patio home, townhouse dwellings, and apartments. Additional uses include adult congregate living facilities (ACLF), other group housing facilities, manufactured residential dwelling units, limited neighborhood commercial uses, parks and recreation facilities, and schools. Public and utility services and facilities that are 2 acres or less in size are also permitted.

Maximum Density: Urban residential densities may be developed at a minimum density of six dwelling units per net buildable acre up to a maximum of 12 dwelling units per net buildable acre, except where existing conditions require a density less than six dwelling units per net buildable acre. The maximum density may be exceeded through an affordable housing density bonus as provided in the Special Provisions below.

Special Provisions:

(1) Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density in the Urban Residential (UR) classification where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent. A density bonus may also be allowed for energy conservation or green certification as provided for in the LDRs. The combined density bonus for affordable housing and energy conservation/green certification is limited to a total increase of 15%.

(2) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:
   a. all such housing is attached to foundations as in the case of conventional site-built construction; and
   b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.

Mobile Home Community (MH/RV)
This designation applies to specific existing mobile home and recreational vehicle developments which are predominantly located north of Trout Lake. The purpose of this district is to provide for a mobile home urban environment in a rental park where the dwelling unit may or may not be owned by the tenant residing within, provided however, that the real property for the entire mobile home community is under single ownership. No new mobile home or transient recreation vehicle developments are scontemplated on the Future Land Use Map.

General Range of Uses: Single-family residential dwelling units, multi-family dwelling units, manufactured residential dwelling units, mobile homes, outdoor recreation, and schools. Public and utility services and facilities that are 2 acres or less in size are also permitted.

Maximum Density: Residential densities may not exceed eight dwelling unit per net buildable acre.

Special Provisions:
(1) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:

a. all such housing is attached to foundations as in the case of conventional site-built construction; and
b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.

Commercial Districts

General Commercial (GC)

The GC designation is intended to provide an area consisting of primarily free-standing commercial land uses serving both motorists and local residents.

General Range of Uses: General Commercial may include a variety of free-standing retail and service uses and small strip centers including automotive-oriented uses such as service stations and auto sales as well as outdoor recreation, and schools. Public and utility services and facilities that are 5 acres or less in size are also permitted.

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

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

net buildable area.

Industrial Districts

General Industrial (GI)

This land use designation is provided for those businesses that have one or more objectionable uses such as noise, dust or odor. The purpose of this district is to provide a method whereby industries necessary to the area, but with inherent characteristics which could prove obnoxious or detrimental to a different type of industrial operation, may locate in the most suitable and advantageous spots to minimize inconvenience to the general public. This district also offers greater economy and freedom to the industrial developer by the relaxation of certain standards and screening requirements within the district itself.

General Range of Uses: General Industrial development includes existing industrial development of light-to-heavy nature along the rail line both north and south of downtown. Outdoor recreation, schools, and public and utility services and facilities that are 5 acres or less in size are also permitted.

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

Special Provisions:

(1) New development within GI areas shall continue to be required to:

a. Provide adequate setbacks and buffering from residential areas and public roads;
b. Comply with all federal and state environmental regulations and local performance standards contained in the Land Development Regulations; and
c. Limit effluent discharges to the municipal sewer system to approved pretreated industrial wastes and domestic wastes only.

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

Mixed Use Districts

Central Business District
Residential / Office Transitional
Mixed Commercial / Residential
Mixed Commercial / Industrial

Central Business District (CBD)

This land use designation is designed to support a mixed-use area encompassing downtown Eustis within which a combination of commercial, institutional, office, and residential uses may occur at comparatively high densities.

General Range of Uses: This category accommodates the mix of residential, commercial, light industrial/manufacturing, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted as well as residential uses found in or otherwise desirable in downtown areas.

Density: The maximum density is 40 du/ net buildable acre where the maximum of 40 units per buildable acre is permitted in the "core area" of the district which is defined as that portion of the central business district bordered on the west by Bay Street, south by Orange Avenue, east by Center Street and north by Clifford Avenue. The remainder of the Central Business District shall be a maximum density of 12 du/ net buildable area unless granted a conditional use permit to develop up to 40 units per net buildable acre. The minimum density within the "core area" of the CBD is 6 du/ net buildable acre except where existing conditions require less than the minimum.

IntensityRange: up to 3.0 FAR subject to restrictions in Section 109-3 of the Land Development Regulations.

Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated CBD. For the mixed land use category CBD, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows:

Commercial/Office: 50% - 80% of total CBD building square footage Residential: 20% - 60% of total CBD building square footage Institutional: 5% - 15% of total CBD building square footage

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

Residential / Office Transitional (RT)

This land use designation applies to older residential areas having residential character, which are located adjacent to non-residential development. The purpose is to provide for establishment of business and professional offices and limited retail and service businesses while maintaining residential character or compatibility. The concept is that many older residences are impacted by traffic or adjacent non-residential uses and are no longer economically viable as dwellings. Allowance of limited commercial use is a means of making these areas more productive while maintaining a residential-type character.

General Range of Uses: This category accommodates residential uses; professional and business offices in certain predominantly residential areas near major traffic arteries and adjacent to commercial areas; outdoor recreation; and schools. Public and utility services and facilities that are 2 acres or less in size are also permitted.

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

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

Mix Requirements: There are proportional requirements or limitations regarding the amount of residential and non-residential uses allowable in an area designated RT on the Future Land Use Map. For the mixed land use category RT, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows:

Residential: 55% - 70% of total RT acreage
Commercial/Office: 30% - 45% of total RT acreage

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

Special Provisions:
(1) Future amendments to designate areas as RT shall be required to be designated near thoroughfares and commercial areas to allow for limited transitional commercial uses in recognition that these areas are impacted by adjacent commercial use and to provide an economic use of property while maintaining their general residential character by:

a. limiting commercial uses to retail, business and professional offices, group homes, and home occupations as defined in the Land Development Regulations;

b. limiting external lighting and signs to that which would normally be permitted in adjacent residential zoning districts;
c. screening any permitted non-residential use from abutting residential properties by a landscape buffer, in accordance with city requirements;

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

Mixed Commercial / Residential (MCR)

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

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

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

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

Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows:

Residential: 15% - 25% of total MCR acreage
Commercial/Office: 75% - 85% of total MCR acreage

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

Special Provisions:

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

a. where the arterial road frontage is generally undeveloped, residential

development may be feasible and will be encouraged;
b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
(2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

Mixed Commercial / Industrial (MCI)
This land use designation is intended to provide for development of light manufacturing, distribution, corporate office and related commercial and industrial facilities in select high profile locations and in well planned environments.General Range of Uses: Uses include light industry and manufacturing, distribution, corporate office, and related commercial and industrial facilities in select high profile locations and in well- planned environments. Outdoor recreation and schools are permitted as well as public and utility services and facilities that are 5 acres or less in size.

Light industry includes warehousing and wholesale distribution, provided that truck access bays and loading operations are effectively screened from view where necessary, truck traffic does not impact local streets, and hours of operation are compatible with adjacent land uses. Light industry also includes those manufacturing, distribution, and associated activities which do not create any noise, glare, vibration, odor, or waste products which would adversely impact adjacent properties or municipal utility systems, based on performance standards established in the Land Development Regulations.

Maximum Density: Not applicable.

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

Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCI. For the mixed land use category MCI, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows:

Commercial: No more than 20% of total MCI acreage
The composition of mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the

city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop all commercially or all industrially, provided that all applicable criteria set forth herein are met.

Special Provisions:
(1) Future amendments to designate areas as MCI may be permitted in undeveloped areas oriented to major highways and other transportation facilities as determined by market demand, and provided that:

a. Mixed Commercial Industrial areas and developments therein will be held to a higher level of community design relative to signage, lighting, landscape materials, and building quality than General Commercial (GC) areas; and
b. Signage and lighting are limited to maintain the generally semi-rural or high-profile image character of these designated areas.

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

Other Districts
Public and Institutional

Conservation

Public and Institutional (PI)

This land use designation applies to public and quasi-public properties and other facilities that provide a community service.

General Range of Uses: Uses include school, recreation, and public utility properties and other governmental facilities. Cemeteries are also included in this category.

Maximum Density: Not Applicable

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

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

Conservation (CON)
This land use designation provides for lands that have environmental sensitivity and significance

with the purpose of preserving natural resources in the community.
General Range of Uses: Development within these areas is limited to interpretative features and related facilities for nature study and enjoyment. These related facilities may include nature trails, needed utility services, and shelters. Outdoor recreation facilities may be permitted in disturbed uplands or other non-environmentally sensitive land within the designation.
Intensity Range: up to 0.20 FAR subject to restrictions in Section 109-3 of the Land Development Regulations.

EXHIBIT C

CONSERVATION
GOALS, OBJECTIVES AND POLICIES

GOAL CON 1: AIR AND WATER RESOURCES

Promote the attainment and preservation of clean air and water in the Eustis Planning Area.

OBJECTIVE CON 1.1: WATER AND AIR QUALITY

To assist federal, state, regional, and county efforts on an ongoing basis to improve water and air quality within prescribed standards and compliance schedules.

Policy CON 1.1.1: Water Quality Permit Requirements

The City shall continue to mandate that applicants meet all applicable permit requirements relating to water quality, including those of the St. Johns River Water Management District and Florida Department of Environmental Protection, as provided for the Land Development Regulations.

Policy CON 1.1.2: Water Quality Program

The City shall, on a continuing basis, participate in discussions with Lake County, the Lake County Water Authority, and the St. Johns River Water Management District leading to the design and implementation of a program to monitor water quality in key lakes in the planning area and the establishment of joint stormwater runoff management and waste disposal guidelines and improvement programs.

Policy CON 1.1.3: Growth Control Programs for Invasive Aquatic Weeds

The City shall continue to participate in discussions with the Lake County Water Authority, the St. Johns River Water Management District, and/or the Florida Department of Environmental Protection leading to design and implementation of programs to control growth of invasive aquatic weeds in local lakes and waterways.

Policy CON 1.1.4: Floodplains

Land development shall not be permitted in the 100-year floodplain unless the following criteria are met:

a. Public wastewater service is provided. Alternatively, on-site waste disposal may be used only where it is permittable by state and local agencies having jurisdiction and where public sewer service is unavailable and is not included in the current five-year Capital Improvements Program;
b. Public water service is provided;
c. Wetlands and other designated environmentally sensitive resources are not displaced;
d. Impervious surfaces in a development, including road pavement, are limited; and
e. There is no net loss of flood storage capacity.

Policy CON 1.1.5: Lakeshore Development Limitations

The Land Development Regulations shall continue to limit development in areas near lake shorelines, as provided for in the Land Development Regulations

Policy CON 1.1.8: Air Quality

The City shall coordinate with adjacent municipalities and Lake County to comply with or exceed air quality standards established by the Florida Department of Environmental Protection (FDEP), including the following actions:

a. Through the adopted land development regulations and the development review and approval process, regulate uses to prevent adverse impacts to air quality.
b. Through enforcement of building codes, provide proper ventilation and restrict use of hazardous construction materials in order to promote safe indoor air quality.

Policy CON 1.1.19: Protection and Replanting of Trees

The City shall maintain provisions in the Land Development Regulations for the protection and replanting of trees on public property as natural air pollution filters in the community.

OBJECTIVE CON 1.2: STORMWATER MANAGEMENT

To take actions on a continuing basis to improve local surface water quality through implementation of Best Management Practices and regulations to minimize potential nonpoint pollution sources in accordance with the policies below.

Policy CON 1.2.1: Drainage Program

As provided for in Policy INT 1.3.6., he City will coordinate with state and local agencies regarding drainage in existing developed areas.

Policy CON 1.2.2: Correction of Existing Drainage Deficiencies

The City will participate, on an ongoing basis, (based on facts and needs determined using the process outlined in Policy CON 1.2.1 above) in the correction of existing drainage deficiencies, including remediation of surface water pollution from urban runoff, consistent with the requirements of Rule 62-40.420, FAC through the following actions:

a. Establishment of Best Management Practices (BMPs) applicable to existing areas of development and
b. Improvement of facilities as recommended in the 2005 Update to the Master Stormwater Plan and any subsequent updates.

Policy CON 1.2.3: Best Management Practices for Surface Water Quality

The City shall implement Best Management Practices (BMPs) on an ongoing basis to improve surface water quality through the Land Development Regulations and through public improvements as scheduled in the annually updated five-year Capital Improvements Program commensurate with the availability of funds through the stormwater utility, grants from other levels of government, and other sources. Such BMPs, based on recommendations contained in the 2002 Master Stormwater Plan, the 2005 Update, and any subsequent updates shall include, where appropriate:

a. Reverse berms in areas where existing drainage facilities outlet directly into lakes;

b. Dry retention/detention basins for soils with good percolation;
c. Wet retention/detention basins for soils with high water table characteristics and poor percolation;
d. Construction of roadway swales;
e. Exfiltration trenches;
f. Use of wetland systems;
g. Use of grass inlets;
h. Multi-component sedimentation/filtration retention/detention ponds; and
i. Vegetative swales, landscaped bump-outs, and bio-retention systems

Policy CON 1.2.4: Mitigation of Stormwater Impacts

The City shall on a continuing basis implement a phased multi-year program of improvements needed to mitigate existing runoff impacts commensurate with available local, state, and federal funding. The City will aggressively seek outside support in the form of grants from the Florida Department of Transportation, Florida Department of Environmental Protection, the St. Johns River Water Management District, and the Lake County Water Authority for the implementation of this program.

Policy CON 1.2.5: LOS Standards for New Development

The City shall adopt level of service (LOS) standards principally applicable to new development as follows:

a. Rate of Discharge. The post-development peak rate of discharge shall not exceed predevelopment conditions based on a 50-year, 24-hour storm for areas having positive drainage outfall, and a 100-year, 24-hour storm for areas which do not have positive drainage outfall.
b. Volume of Discharge. The post-development volume of discharge shall not exceed predevelopment conditions based on a 100-year, 24-hour storm for certain drainage basins identified in the 1990 Stormwater Facilities Study. Volumes of discharge for other basins may meet lesser requirements to be determined.
c. Retention/Detention. Minimum on-site retention/detention for pollution abatement purposes shall be as determined by the St. Johns River Water Management District (SJRWMD) per Rule 40C-42, FAC.

Policy CON 1.2.6: Requirements for Water Quality Standards for Stormwater Discharge

The City shall adopt the requirements of Rule 62-25, FAC for water quality standards for stormwater discharge for all new and existing stormwater management systems. As part of this adoption by reference, the City includes the following clarifications and exceptions:

a. The City does not mandate that existing facilities must be retrofitted to meet these standards. Such retrofitting will be accomplished through the funding constraints of the City's stormwater utility and other revenue sources.
b. Stormwater management systems which satisfy the appropriate state or regional regulatory design and performance criteria are deemed to satisfy the stormwater discharge water quality standards.
c. Stormwater management systems that comply with adequate locally or regionally established level of service standards shall also be deemed to satisfy the stormwater discharge water quality standards.
d. The City of Eustis may, at its discretion, allow exemptions to the stormwater management water quality standards to the extent that such appear in state or regional stormwater management water quality laws or regulations.

This policy does not mandate that the City conduct water quality sampling or testing of stormwater discharge receiving waters to implement the standards of the policy.

Policy CON 1.2.7: Provision of Public Sewer Service to Lake Shoreline Areas

The City shall initiate, in accordance with the final rules resulting from the implementation of the Wekiva Parkway and Preservation Act, and continue to implement a phased program to provide public sewer service to developed and developing areas within 400 feet of lake shorelines where such service is not presently available, provided that such service extensions are found to be economically feasible or otherwise determined to be necessary to maintain water quality. When service is available in these areas, the City will mandate connection to the public sewer system.

OBJECTIVE CON 1.3: GROUNDWATER PROTECTION

To continue to protect the integrity of groundwater resources in the community through the implementation of design standards (performance and technical) and operating standards including Best Management Practices (BMPs) regarding water consumption and location of development in relation to high recharge areas and designated wellhead protection areas.

Policy CON 1.3.1: Development Regulation within Wellhead Protection Areas and High Recharge Areas

The City shall continue to regulate development within designated wellhead protection areas of public water supply wellheads and in high recharge areas as follows:

a. At a minimum, conform to Rule 62-521, FAC (Wellhead Protection) adopted by the Florida Department of Environmental Protection regarding types of restrictions within designated wellhead protection areas;
b. Limit impervious surface areas, including roofs and pavement, in high recharge areas and designated wellhead protection areas, except that impervious cover factors may be increased in areas with central sewer service; and
c. On-site waste disposal methods may be used only where permittable by state and local agencies having jurisdiction and where public sewer service is unavailable and is not included in the current five-year Capital Improvements Program.

High recharge areas are generally identified in Map #12 and Designated Wellhead Protection Areas are generally those set forth in Map #5. Specific site information will determine actual applicability.

Policy CON 1.3.2. Public Sewer Service to High Recharge Areas

The city will continue to implement its phased program to provide public sewer service in high recharge areas, and in designated wellhead protection areas, where such service is not presently available, provided that such service extensions are found to be economically feasible or otherwise determined to be necessary to maintain water quality. When service is available in these areas, the city will mandate connection to the public sewer system.

OBJECTIVE CON 1.4: WATER CONSERVATION

To continue to implement water conservation measures to reduce per capita consumption of potable water supplies and depletion of groundwater resources during times of drought, based on the specific policies and timetables set forth below.

Policy CON 1.4.1: Installation of Low Volume Plumbing Fixtures in New and Renovated Buildings

The City shall continue to require the installation of low volume plumbing fixtures in new and renovated buildings, consistent with requirements of the State Water Conservation Act (Chapter 553.14, FS).

Policy CON 1.4.2: Leak Detection and Correction Program

The City shall, on an ongoing basis, implement a leak detection and correction program for the City's water system and schedule needed improvements through the annually updated five-year Capital Improvements Program.

Policy CON 1.4.3: Water Conservation Programs

The City shall, on an ongoing basis, cooperate with the St. Johns River Water Management District in implementing educational and regulatory programs related to water conservation, including enforcement of periodic water consumption restrictions.

Policy CON 1.4.4: Water Use Rate Structure

The City shall review local water consumption trends no less frequently than biannually and, as needed, adjust the city's water use rate structure accordingly to maintain per capita consumption at or below previous levels.

Policy CON 1.4.5: Programs for Recycled Non-Potable Water Sources

The City shall continue to expand programs using recycled non-potable water sources for irrigation of public and private properties, including grey water, collected runoff, and treated effluent.

Policy CON 1.4.6 Criteria for Reuse of Stormwater

The City shall maintain criteria for reuse of stormwater for irrigation purposes and supplementation of reclaimed water.

OBJECTIVE CON 1.5: WEKIVA SPRINGS WATER CONSERVATION/RESOURCES

To conserve water and protect the Wekiva spring system and groundwater and surface water resources of the Wekiva Springs Overlay Protection District.

Policy CON 1.5.1: Landscape Best Management Practices

The City shall require the use of landscaping Best Management Practices as described in *Guidelines for Model Ordinance Language for Protection of Water Quality and Quantity Using Florida Friendly Lawns and Landscapes* (Florida Department of Environmental Protection, September 2, 2003).

Policy CON 1.5.2: Landscaping at City Facilities

The City shall manage existing and future lawns and landscapes at all City facilities using the educational guidelines contained in the University of Florida Extension's Florida Yards and Neighborhoods Program, Environmental Landscape Management (ELM) principles, and Best Management Practices.

Policy CON 1.5.3: Best Management Practices Education

The City shall continue to coordinate with other local governments to develop and maintain programs to educate and encourage homeowners and private land owners to use Best Management Practices to protect natural habitat and to protect the quality and quantity of surface and groundwater resources within the Wekiva Springs Overlay Protection District.

Policy CON 1.5.4: Landscaping and Lawn Care Certification

The City shall encourage homeowners to be responsible in the application of fertilizers and pesticides, especially within the Wekiva Springs Overlay Protection District.

GOAL CON 2: LAND, VEGETATION, AND WILDLIFE RESOURCES

Protect and conserve environmentally sensitive resources, including soils, wetlands, woodlands, and other resources which provide habitat for endangered, threatened, and rare species of plants and wildlife and other important ecological functions.

OBJECTIVE CON 2.1: SOILS

To prevent soil erosion, on an ongoing basis, by recognizing soil limitations for development and requiring the utilization of Best Management Practices (BMPs).

Policy CON 2.1.1: Use of Septic Systems

The City shall continue to regulate the use of septic systems for on-site waste disposal in accordance with Florida Statutes and the requirements of FAC rule 64E 6. On-site sub-surface waste disposal methods may be used only where permittable by state and local agencies having jurisdiction and where public service is unavailable and not included in the Five-Year Capital Improvements Element at the time of application.

No on-site subsurface waste disposal is permitted in areas having the soil types listed below, except for existing lots-of-record of not less than 25,000 square feet and provided that the on-site disposal method is permittable by state and local agencies having jurisdiction under Florida Statute.

a. Anclote
b. Manatee
c. Iberia
d. Felda
e. Oklawaha
f. Placid
g. Pelham
h. Ocoee
i. Pompano
j. Iberia and Manatee
k. Anclote and Myakka
l. Swamp
m. Placid and Myakka
n. Emeralda
o. Myakka and Placid
p. Fellowship
q. Brighton
r. Montverde

Policy CON 2.1.2: Erosion Prevention

The City shall continue to provide for, in the Land Development Regulations, standards, site plan review procedures, and Best Management Practices to prevent soil erosion and loss during construction on and occupancy of a site, including provisions which address the following:

a. Density and land coverage in areas having highly erodible soils.
b. Time period between site clearance and initiation of construction standards for tree protection and removal;
c. Time period between completion of construction and replanting, sodding, or seeding the site; and
d. Submittal of soil removal and erosion prevention plans for all major subdivisions and developments, as defined in the Land Development Regulations, including procedures for removal of vegetation, temporary soil stockpiling, and soil stabilization.

OBJECTIVE CON 2.2: MINERAL RESOURCES

To promote, on an ongoing basis, the conservation and commercial use of locally available mineral resources in an environmentally acceptable manner.

Policy CON 2.2.1: Extraction of Mineral Resources

The City may permit the extraction of mineral resources , provided that:

a. Compatibility with existing and potential development can be shown in terms of the character, phasing, and buffering of the proposed mineral extraction activities;
b. Compatibility with existing and potential development can be shown in terms of access to the proposed mineral extraction activities;
c. The activity meets all applicable licenses, regulations, and standards and is permittable by state agencies having jurisdiction; and
d. Excavation, erosion control, and reclamation plans are submitted and provide for the protection of surface and groundwater resources, wetlands, and upland habitat areas (or their mitigation) and for the productive reuse of land after excavation is discontinued.

OBJECTIVE CON 2.3: WETLANDS

To continue to preserve the integrity of locally and regionally significant wetland communities from urban encroachment and degradation through the Land Development Regulations and Best Management Practices.

Policy CON 2.3.1 Wetland Protection

The City shall continue to protect the natural functions provided by wetlands by first directing incompatible uses away from wetlands, and then by requiring conservation easements, setbacks/buffers, and/or mitigation consistent with the Uniform Mitigation Assessment method used by the St. John's River Water Management District.

Policy CON 2.3.2: Wetland Mitigation

The City shall consider wetland alteration with mitigation only as a last resort, and only if the City determines that encroachment in the wetland is the least damaging alternative and no practicable on-site alternative exists. Such mitigation activities should replace similar habitat and function, and shall result in no net loss of wetland functions as determined by SJRWMD. Preservation of upland habitat may be considered in certain instances if deemed appropriate by the City but shall not result in a net loss of wetland functions.

Policy CON 2.3.3: Wetland Encroachment

In determining whether an encroachment in the wetland is the least damaging to the wetland and that no practicable on-site (or when in same ownership, adjacent off-site) alternative exists, the City shall evaluate the following:

a. The land use category according to the Future Land Use Map (FLUM) series of the site and surrounding parcels;
b. Alternative designs which could accomplish the purpose of providing a minimal, reasonable, beneficial use including the encroachment on the wetland of such alternative design;
c. The degree of impact to the wetlands; and
d. The quality of the wetland and the wetland functions being served by the area proposed to be encroached upon.
e. The requirements applied by SJRWMD through the permitting process.

Policy CON 2.3.4: Wetland Buffer

The City shall require, for all natural, protected wetlands, an undisturbed upland buffer consistent with SJRWMD requirements, except where exemptions are established by SJRWMD and the Land Development Regulations. The size of the buffer shall vary in proportion to the ecological value of the adjacent wetland. The wetland classes are as follows:

a. Isolated – on-site wetlands entirely isolated hydrologically from off-site wetlands and not considered waters of the state
b. Non-isolated – on-site wetlands that are connected hydrologically to off-site wetlands, but not through permanently standing water
c. Stream or lake – on-site wetlands which are riparian or otherwise connected to off-site wetlands via permanent bodies of water.

The minimum and average size buffers are as follows:

Type	Average width	Minimum width
Isolated	25 ft.	10 ft.
Non-isolated	35 ft.	15 ft.
Stream/lake	50 ft.	35 ft.

Policy CON 2.3.5 Enforcement

The City shall continue to enforce and apply all special Federal, State, and local provisions that relate to the protection of wetlands and their functions.

OBJECTIVE CON 2.4: WILDLIFE

To protect, on a continuing basis, locally significant habitat for endangered, threatened, and rare species of terrestrial and aquatic animals.

Policy CON 2.4.1: Development Application Requirements

The City shall, on an ongoing basis, require applications for major subdivisions and developments requiring site plan approval to identify locally significant habitat areas potentially impacted by proposed development and include a plan and procedures for avoiding or mitigating potential impacts.

OBJECTIVE CON 2.5: OPEN SPACE/ENVIRONMENTAL PROTECTION

To conserve open space in the Eustis Planning Area for passive recreation use and natural beauty consistent with the Future Land Use and Recreation and Open Space elements.

Policy CON 2.5.1: Required Open Space

The City shall establish minimum open space standards by limiting the amount of impervious coverage for each future land use designation, where applicable, through the Future Land Use Element Appendix.

Policy CON 2.5.2: Reservation and Maintenance of Open Space

The City shall allow clustering of development in subdivisions or developments to provide for the reservation and maintenance of common open spaces.

Policy CON 2.5.3: Open Space Maintenance

The City may accept jurisdiction for a dedicated common open space area where it finds the following:

a. Public recreational opportunities are lacking and the site is well located to meet local needs based on adopted levels of service;
b. The site is accessible for both public use and maintenance;
c. Public access to and use of the site will be compatible with the proposed development and surrounding land uses; and
d. Funding can be accommodated within normal budgeting processes and limitations and insurance liabilities are maintained within reasonable limits.

Policy CON 2.5.4: Acquisition of Open Space

The City may acquire open spaces needed to preserve and protect sensitive environmental and historical resources where it determines one or more of the following:

a. The open space is part of a connected system of open spaces and will protect and preserve a sensitive environmental resource designated or delineated in the City or County Conservation Element;
b. Requirements of the Land Development Regulations provide

insufficient protection; or

c. Grants are available to help defray acquisition costs.

Policy CON 2.5.5: Protection of Environmentally Sensitive Areas

The City shall, on an ongoing basis, undertake efforts to protect designated environmentally sensitive areas in perpetuity as common open space through conservation easements, deed restrictions, or other means.

Policy CON 2.5.6: Intergovernmental Coordination

The City shall coordinate with Lake County and other jurisdictions to ensure the protection of environmentally sensitive areas that cross jurisdictional boundaries.

OBJECTIVE CON 2.6: LAND ACQUISITION

To support public land acquisition within the Wekiva Springs Overlay Protection District to protect and preserve through acquisition and management most effective recharge areas, karst features, and sensitive natural habitats including Longleaf Pine, Sand Hill, Sand Pine, and Xeric Oak Scrub.

Policy CON 2.6.1: Acquisition Partnerships

The City shall support funding opportunities and partnerships with state agencies and local governments through programs such as the Florida Communities Trust to acquire lands for preservation within the Wekiva Springs Overlay Protection District including, but not limited to, karst features, habitat, corridors for wildlife movement, and most effective recharge areas. Both fee-simple acquisition of environmentally-sensitive land and less-than-fee simple conservation easements should be considered.

Policy CON 2.6.2: Wildlife Corridors and Greenways

The City shall coordinate with pertinent state and regional land acquisition and wildlife agencies to identify natural greenways and wildlife corridors to link public parks, preservation areas, and similar areas for aquifer recharge, conservation and habitat preservation purposes.

GOAL CON 3: EFFICIENT DESIGN FOR THE BUILT ENVIRONMENT

Minimize the effects of urban development on the natural resources of the City, and to the regional environment.

OBJECTIVE CON 3.1: Efficient Design and Sustainable Techniques

To continue to review and update policies, codes and practices to provide guidance for new development to utilize worthwhile sustainable techniques, measures and materials as appropriate.

Policy CON 3.1.1: Incentives for Conservation Certified Projects

The City shall continue to provide incentives for energy efficient development as provided in the Land Development Code as detailed in Policy FLU 1.1.4

Policy CON 3.1.2: Existing Efficient Design at the Site Planning Scale

As provided for in the Future Land Use Element, the City shall continue to support and require efficient design concepts as a part of the site plan review and approval process through the City's Land Development Regulations.

Policy CON 3.1.3 City Projects

The City, in its public development projects, will utilize worthwhile sustainable techniques, measures and materials as appropriate.

EXHIBIT D

ECONOMIC DEVELOPMENT
GOALS, OBJECTIVES AND POLICIES

GOAL ECD 1: ECONOMIC DEVELOPMENT
Promote a healthy and growing local employment and tax base in terms of new job opportunities provided, wages paid and revenues generated.

OBJECTIVE ECD 1.1: TARGET INDUSTRIES
To provide an environment favorable for the development of new target industries within the City.

Policy ECD 1.1.1: **Industrial Development**
The City shall continue to provide locations for industrial development on the Future Land Use Map, consistent with the standards and provisions for each district as defined in the Future Land Use Appendix.

Policy ECD 1.1.2: **Land Development Regulations Standards**
The City shall continue to ensure that Land Development Regulations standards regarding industrial development are contextually appropriate and do not place onerous site standards on new industrial development.

Policy ECD 1.1.3: **Coordination with the Orlando Economic Partnership**
The City shall maintain regular communications with the Orlando Economic Partnership to promote the Eustis area as a location for industrial development.

Policy ECD 1.1.4: **Coordination with Local Economic Development Organizations**
The City shall maintain regular communications with the, Lake Technical College, the Lake County Agency for Economic Prosperity and Lake-Sumter State College to ensure that labor force skills and training programs are relevant to local economic development needs and opportunities.

OBJECTIVE ECD 1.2: DOWNTOWN EUSTIS
To promote the continued development and redevelopment of Downtown Eustis, consistent with the adopted Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan.

Policy ECD 1.2.1: **Land Development Regulations Standards**
The City shall ensure that the Land Development Regulations promote investments in the Downtown and do not create significant regulatory impediments to redevelopment and infill projects.

Policy ECD 1.2.2: **Walkability and Beautification**
The City shall continue to pursue projects that enhance the beauty and walkability of the Eustis Downtown through streetscaping projects such as the addition of street trees, sidewalks, bike lanes, on-street parking, improved crosswalks, and Florida Friendly plantings.

Policy ECD 1.2.3: **Land Acquisition**
The City may consider programs for purchasing key downtown parcels for economic development, redevelopment, and/or housing.

Policy ECD 1.2.4: **Downtown Signage**
The City shall maintain a cohesive wayfinding and signage Master Plan for the Downtown area.

OBJECTIVE ECD 1.3: EUSTIS COMMUNITY REDEVELOPMENT AGENCY
To coordinate economic development efforts by the City with the Community Redevelopment Agency.

Policy ECD 1.3.1: **CRA Master Plan**
The City shall consider the specific action items in the Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan when reviewing applications for redevelopment, site plans, or amendments to the Future Land Use Map within the CRA.

Policy ECD 1.3.2: **CRA Plan Implementation**
The City shall Incorporate goals and objectives of the Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan into the City's Strategic Plan.

Policy ECD 1.3.3: **Infrastructure Coordination**
The City shall coordinate with the CRA in developing updates to the City's Five-Year Capital Improvements Plan.

EXHIBIT E

HOUSING ELEMENT
GOALS OBJECTIVES AND POLICIES

GOAL HSG 1: SAFE AFFORDABLE SANITARY HOUSING
Promote safe, sanitary, and affordable housing to meet current and projected future needs.

OBJECTIVE: HSG 1.1: ADEQUATE AND AFFORDABLE HOUSING
To provide sufficient land and incentives and take other actions necessary to accommodate and facilitate construction of housing to meet projected demand and to accommodate the needs of the various household types and income groups characteristic of the city and planning area.

Policy HSG 1.1.1: **Future Land Use**
The City shall maintain land use classifications and density criteria to accommodate the varying housing needs of the community, as provided for in the Future Land Use Element Appendix.

Policy HSG 1.1.2: **Land Development Regulations**
The City shall continue to rely upon its Land Development Regulations to promote compact growth and preservation of open space.

Policy HSG 1.1.3: **Future Permit Placement**
The City shall continue to permit placement in residential districts of residential units manufactured off site which otherwise meet all applicable building codes and federal and state regulations and standards.

Policy HSG 1.1.4: **Energy Efficiency**
The City shall encourage construction methods, materials, and appliances that minimize energy and water consumption, limit or eliminate the use of toxic materials and reduce waste in housing construction to help reduce the overall cost of home maintenance and operation. As provided for in FLU 1.1.4 the City may participate in green residential programs.

OBJECTIVE HSG 1.2: SUBSTANDARD HOUSING
To eliminate substandard housing within the City while providing relocation assistance to displaced persons.

Policy HSG 1.2.1: **Code Enforcement**
The City shall continue to carry out systematic code enforcement activities to condemn and clear substandard structures which are beyond reasonable rehabilitation, based on the provisions of City Ordinances

dealing with unsafe structures and minimum conditions for habitation.

Policy HSG 1.2.2: **City Code Enforcement Displaced Residents**
Where residents are displaced by city code enforcement activities or other local public actions, the City shall assist residents as follows in seeking standard housing in the community:

a. Provide adequate notification of public action to owners and occupants;
b. Maintain an inventory of available assisted and affordable market rate housing and housing providers in the community and advise displaced occupants of same; and
c. Utilize the services of the Eustis Housing Authority, as needed, to help qualify applicants for available housing in the community.

OBJECTIVE HSG 1.3: DISADVANTAGED POPULATIONS
To provide housing opportunities commensurate with identified needs and available resources for individuals and families having physical, economic or other limitations or who require assistance, care, or supervision through the following policies and implementing regulations and programs.

Policy HSG 1.3.1: **Permit Group Homes and Foster Care Facilities**
The City shall continue to permit group homes and foster care facilities in residential areas, and through the Land Development Regulations, provide minimum standards designed to limit impacts to other residential uses

Policy HSG 1.3.2: **High Density Residential Development**
The City shall continue to allow higher density residential development as one way to reduce per-unit costs.

Policy HSG 1.3.3: **Extremely Low, Low and Moderate Income Housing Funding**
The City shall continue to pursue, directly or through the Eustis Housing Authority and/or agencies of Lake County, available federal and state funds to help meet the projected housing needs of extremely low-, low-, and moderate-income families and elderly households, and permit participation by the city in partnership arrangements with private and non-profit housing providers, including the following programs or their successors:

d. SAIL;
e. Section 8;
f. Rental Rehabilitation;
g. Weatherization; and
h. Section 202.
i. Community Development Block Grants
j. HOPE VI

OBJECTIVE HSG 1.4: NEIGHBORHOOD ENVIRONMENT
To take actions to conserve and rehabilitate standard and deteriorating housing in the community and to improve living conditions in residential neighborhoods.

Policy HSG 1.4.1: **Repair and Upgrade Funding**
The City shall monitor, apply for, and utilize available federal and state funding programs to repair and upgrade residential properties to meet minimum applicable construction and sanitary standards.

Policy HSG 1.4.2: **Housing Conservation**
The City shall consult with federal and state housing agencies to help refine and apply principles and criteria for local housing conservation, code enforcement, and rehabilitation activities, such criteria to consider cost of repair versus economic value and health and safety issues, among others.

OBJECTIVE HSG 1.5: HISTORIC HOUSING
To preserve historically significant housing in the community.

Policy HSG 1.5.1: **Maintain Historic Character**
The City shall maintain or improve the character of designated historic properties and areas by implementing the Historic Preservation Ordinance.

OBJECTIVE HSG 1.6: HOUSING IMPLEMENTATION
To pursue available means, including federal and state grants and its local regulatory authority to implement housing needs and activities.

Policy HSG 1.6.1: **Nonprofit Technical Assistance**
The city shall provide technical assistance to private, nonprofit, and other entities wishing to participate in meeting local housing needs

Policy HSG 1.6.2: **Affordable Housing**
The city shall facilitate provision of infill and affordable housing by making a percentage of the City-owned residential parcels available for residential construction and utilization to Habitat for Humanity and similar not for profit organizations at no cost and to private parties at minimal cost.

OBJECTIVE HSG 1.7: RELOCATION
To provide for the relocation of residents when City actions, such as the acquisition and clearance of property for construction of public facilities, result in the displacement of residents.

Policy HSG 1.7.2: **Displacement Compensation**
The City shall compensate owners and occupants according to applicable state requirements and, prior to displacement, assist occupants in seeking standard housing in the community in the manner provided in Policy HSG 1.2.2 of this element.

EXHIBIT F

INTERGOVERNMENTAL COORDINATION
GOALS, OBJECTIVES AND POLICIES

GOAL 1: INTERGOVERNMENTAL COORDINATION
Promote adequate coordination among local governments in the Eustis area and with other public agencies on all matters of mutual interest.

OBJECTIVE INT 1.1: LAND USE AND DEVELOPMENT
To coordinate with adjacent local governments on mutual land use and development issues.

Policy INT 1.1.1: **Dispute Resolution Process**

The City shall use the dispute resolution process prescribed in Section 186.509, Florida Statutes, if or when conflicts of purpose among jurisdictions cannot be resolved locally.

Policy INT 1.1.3: **Joint Planning Agreement with Lake County**
The City shall continue to observe the joint planning area agreement with Lake County.

Policy INT 1.1.4: **Amending the Joint Planning Agreement with Lake County**
The City shall amend the joint planning agreement with Lake County as necessary to update the location of public utility facilities.

Policy INT 1.1.5 **Level of Service Standards**
The City shall continue to coordinate level-of-service standards and the impacts of development proposed in this plan upon adjacent cities, the county, the region and the State.

OBJECTIVE INT 1.2: TRANSPORTATION
To coordinate with adjacent local governments, the Lake-Sumter MPO and the Florida Department of Transportation on transportation mobility and transportation service issues according to the specific policies listed below.

Policy INT 1.2.1: **Transportation Performance Standards**
The City and County shall coordinate transportation needs for county-maintained roads in unincorporated sections of the Eustis Planning Area.

Policy INT 1.2.2: **Five-Year Work Program**
The City shall continue to meet with the Florida Department of Transportation, Lake County, the Lake-Sumter MPO and adjacent

municipal jurisdictions annually to ensure that the FDOT Five-Year Work Program adequately reflects local needs.

Policy INT 1.2.3: **Regional Bicycle and Trails Network**
The City shall coordinate with the Lake-Sumter MPO in implementing the regional bicycle and trails network identified in its 2035 Long-Range Plan and any subsequent updates.

Policy INT 1.2.4: **Regional Mass Transit Systems**
The City shall coordinate with the Lake-Sumter MPO and Lake Xpress in implementing the regional transit systems plan identified in the MPO's 2035 Long Range Plan and any subsequent updates.

Policy INT 1.2.5: **Transportation Impact Fees**
The City shall coordinate with Lake County in implementing a transportation impact fee system to support mobility improvements consistent with the City's vision.

OBJECTIVE INT 1.3: UTILITIES

To continue to coordinate with adjacent local governments and federal, state, and regional agencies on issues related to provision of urban services and conservation and protection of natural resources which supply urban needs including local and regional water supply plans, according to the specific policies listed below:

Policy INT 1.3.1: **Ten-Year Water Supply Plan**
The City will implement the Ten-Year Water Supply Plan Update adopted February 2010; will coordinate with SJRWMD and local governments to identify potable water supply, infrastructure and facility projects; potable water sources; and estimated project costs; and will provide fiveyear updates within one year of the District's regional water supply plan update.

Policy INT 1.3.2: **Water Management District Coordination**
The City will coordinate with SJRWMD in evaluating alternative sources of providing potable water and will participate in the development of updates to the SJRWMD Water Supply Plan and other initiatives that affect the City.
Policy INT 1.3.3: Water Supply Project Selection
The City will work with other jurisdictions to consider the feasibility of interconnecting alternative water supply facilities and in the evaluation of alternative water supply sources.

Policy INT 1.3.4: **Water Conservation Programs Coordination**
The City shall cooperate with the St. Johns River Water Management

District in implementing educational and regulatory programs related to water conservation, including enforcement of periodic water consumption restrictions.

Policy INT 1.3.5 **Interlocal Agreements**
The City shall continue to coordinate with Lake County and other municipalities in water supply planning.

Policy INT 1.3.6: **Intergovernmental Coordination**
The City shall participate in discussions with Lake County, the Lake County Water Authority, the St. Johns River Water Management District, the Florida Department of Transportation, and others leading to a program which (1) establishes reasonable and effective standards and procedures which can be applied to existing developed areas as a basis for programs designed to correct deficiencies and (2) delineates solutions to drainage problems in these areas. Such a program will also address or includes:

a. Determination of those basins, sub-basins, and water bodies in the Eustis area to be included; and
b.
c. Establishment of a system to monitor the quality of discharges into receiving waters using certain pollution indicators.
d. Identification of funding sources; and
e. Establishment of stormwater recharge and supplemental stormwater irrigation to meet the requirements of the Wekiva Parkway and Protection Act; and

Policy INT 1.3.7: **Mitigating Existing Impacts**
The City shall implement a phased multi-year program of stormwater improvements needed to mitigate existing runoff impacts and remedy existing deficiencies, commensurate with available local, state, and federal funding. The City will aggressively seek outside support in the form of grants from the Florida Department of Transportation, Florida Department of Environmental Protection, the St. Johns River Water Management District, and the Lake County Water Authority for the implementation of this program.

Policy INT 1.3.8: **Disposal Coordination**
The City shall coordinate with Lake County to regulate sources and disposal of hazardous wastes, consistent with federal and state guidelines and requirements, and collection and disposal activities.

Policy INT 1.3.9: **Used Oil and Battery Collection**
The City shall cooperate with Lake County in implementing its used oil and battery collection programs according to procedures and timetables adopted by Lake County. **OBJECTIVE INT 1.4: NATURAL AND HISTORIC RESOURCES**

To coordinate with adjacent local governments and federal, state, and regional agencies on issues related to protection and conservation of local natural and historical resources according to the specific policies listed below.

Policy INT 1.4.1: Water Quality Requirements
The City's Land Development Regulations shall continue taddress applicable permit requirements relating to water quality, including those of the St. Johns River Water Management District and Florida Department of Environmental Protection.

Policy INT 1.4.3: Mapping Environmentally Sensitive Lands
The City shall continue to coordinate with Lake County regarding policies on environmentally sensitive lands. The City's Land Development Regulations continue to regulate these areas through one or more of the following approaches:

k. Utilize the general information presented in this element, the Conservation Element, and the Future Land Use Element as a basis for development review; and
l. Require applications for development within the Wekiva Study Area to include information on these environmental resources, including assessments of impacts and plans for avoidance or mitigation.

Policy INT 1.4.5: Historical Resources
The City shall provide ongoing affirmational support to organizations which have an individual or collective interest in preserving the architectural and historical heritage of Eustis.

Policy INT 1.4.6: National Register of Historic Resources
Where an application for development may involve the removal of a historic structure listed on the National Register, the City shall first invite comment by the Florida Trust for Historic Preservation and the City's Historic Preservation Board before rendering a decision on the application..

OBJECTIVE INT 1.5: RECREATION AND OPEN SPACE
To coordinate with adjacent local governments and other public providers on issues relating to provision of recreation services and facilities and preservation of open space, according to the specific policies listed below.

Policy INT 1.5.1: Inventory of Public Water Access Points
The City shall cooperate with Lake County and the Lake County Water Authority in preparing an inventory of existing public water access points and continue to develop and improve water access facilities in the Eustis area, including boat ramps, viewing areas, and nature trails.

OBJECTIVE INT 1.6: HOUSING AND REDEVELOPMENT
To coordinate with adjacent local governments and federal and state agencies on issues relating to delivery of affordable housing and urban revitalization and redevelopment, according to the specific policies listed below.

Policy INT 1.6.1: **Coordination with Housing Needs**
As provided for in the Housing Element, the City shall continue to pursue available federal and state funds to help meet the projected housing needs of very low-, low-, and moderate-income families and elderly households

Policy INT 1.6.2: **Consult Federal and State Housing Agencies**
The City shall consult with federal and state housing agencies to help refine and apply principles and criteria for local housing conservation, code enforcement, and rehabilitation activities

OBJECTIVE INT 1.8: PUBLIC SCHOOL FACILITIES
To abide by and enforce the interlocal agreement between the city and school board to require cooperation in terms of population projections and school siting.

Policy INT 1.1.2: **Interlocal Agreement**
The City shall continue to observe and uphold the requirements of the inter-local agreement executed between the City and Lake County School Board to establish joint processes for collaborative planning and decision-making. The joint processes included in the agreement include:

m. Population projections;
n. Public school siting;
o. The location and extension of public facilities subject to concurrency; and
p. The siting of facilities with countywide significance, including locally unwanted land uses.

Policy INT 1.8.1: **Annual Reporting for facilities and population projections**
The school board shall provide facilities plans and population projections on an annual basis to ensure that consistency is maintained between the two.

Policy INT 1.8.2: **School Board Planning**
The School Board shall provide the City with any plans to site schools within the corporate limits or joint planning area.

Policy INT 1.8.3: **Land Use Plan Amendments**
The City shall provide to the school board all applications for land use plan amendments that have the potential of increasing residential density and that may affect student enrollment, enrollment projections, or school facilities.

Policy INT 1.8.4: **School Board Member Local Planning Agency**
The City shall allow a member of the school board to sit on the local planning agency and comment on proposals that have the potential to increase density.

Policy INT 1.8.5: **Lake County Educational Concurrency Review Committee**
The City shall take part in the Lake County Educational Concurrency Review Committee established by the County, School Board and municipalities that shall meet at least annually, but more often if needed, as outlined in the Interlocal Agreement between Lake County, Lake County School Board and Municipalities for School Facilities Planning and Siting, and will hear reports and discuss issues concerning school concurrency.

Policy INT 1.8.6: **The Joint Staff School Concurrency Review Group**
The City shall take part in the Joint Staff School Concurrency Review Group, comprised of Staff of the County, Cities, and School Board, that shall meet at least quarterly, as outlined in the Interlocal Agreement between the City and the Lake County School Board, to discuss issues concerning school planning. The School Board staff shall be responsible for making meeting arrangements.

OBJECTIVE INT 1.9: INTERGOVERNMENTAL COORDINATION WITHIN THE WEKIVA SPRINGS OVERLAY PROTECTION DISTRICT
To coordinate with other local governments located in the Wekiva Springs Overlay Protection District to ensure a consistent approach to springs, springshed, and aquifer protection.

Policy INT 1.9.1: **Cooperation with Local Governments and Agencies**
The City shall coordinate with local governments and regulatory agencies within the Wekiva Springs Overlay Protection District regarding land development regulations, stormwater management, and other matters that impact the springs and springshed.

Policy INT 1.9.2: **Water Resource and Supply Planning**
The City shall pursue joint strategies with the SJRWMD and local governments within the Wekiva Springs Overlay Protection District for protection of water resources through water supply planning, specifically addressing identification and use of alternative water sources.

Policy INT 1.9.3: **Joint Land Acquisition Strategies**
Where possible, the City shall pursue joint strategies with local governments within the Wekiva Springs Overlay Protection District regarding land acquisition efforts and conservation easements for protection of water resources, environmentally sensitive lands and open spaces.

OBJECTIVE INT 1.10: WASTEWATER TREATMENT COORDINATION
To coordinate with the Department of Health regarding on-site sewerage treatment and disposal systems located in the Wekiva Springs Overlay Protection District to ensure a coordinated approach to the provision of wastewater treatment.

Policy INT 1.10.1: **On-site Sewage Treatment and Disposal Systems**
The City shall coordinate with the county health department regarding the owners of on-site sewerage treatment and disposal systems that will be required to connect to central sewer facilities, and owners of on-site sewerage treatment and disposal systems that will remain, including those that require a department of health permit or permit modification, because of failing systems or systems requiring major repairs.

Policy INT 1.10.2: **Notification of Central Sewer Availability**
The City shall coordinate with providers of public and private sewer systems regarding the process for notification of existing owners of the availability of central sewer facilities.

EXHIBIT G

RECREATION AND OPEN SPACE
GOALS, OBJECTIVES AND POLICIES

GOAL REC 1: OPEN SPACE FOR RECREATIONAL USE
Ensure adequate open space for recreational use by all citizens and conservation of natural amenities.

OBJECTIVE REC 1.1: FACILITIES
To provide recreational facilities in accordance with current and projected demand.

Policy REC 1.1.1: **Recreation Level of Service Standards**
The City's recreation level of service standards reflect minimum land requirements for certain classifications of parks and recreation sites rather than standards for specific types of recreation facilities because of the variable nature of facility needs throughout the community. These level of service standards shall ensure that adequate lands are set aside for active and/or passive recreational use and protection of natural features in developed and developing areas.

Policy REC 1.1.2: **Recreation Level of Service Standards**
The City's recommended recreation level of service standards for certain classes of parks and recreation sites are as follows:

Table 1: Recreation Level of Service Standards

Class	Service Area	Standard
Neighborhood Park	Neighborhood (section of City)	1 acre per 1,000 people
Community Park	Citywide	2 acres per 1,000 people
*Special Use Facility (e.g., boat ramp)	Neighborhood or Citywide	No standard; location, size, and frequency will depend on presence or accessibility of natural resources.

**Can be separate or included in a neighborhood or community park.*

Policy REC 1.1.3: **Neighborhood Parks Improvements**
The City shall use the level of service standards for recreation facilities

summarized in Table 1 for planning and developing future parks and recreation sites. Neighborhood parks shall include one or more of the following types of improvements as determined on a case-by-case basis by neighborhood needs and the size and physical characteristics of an individual site:

q. Shuffleboard court;
r. Basketball court;
s. Tennis court;
t. Multi-purpose field;
u. Picnic area with tables;
v. Children's play equipment area; and
w. Open area for passive use.

Community parks may include larger quantities of the facilities in the previous list plus the following facilities as appropriate:

x. Community building;
y. Baseball and softball fields;
z. Swimming pool; and
aa. Fishing pier.

Policy REC 1.1.4: **Parks and Recreation Funding Program**
The City shall continue to use its long-range program developed prior to 1992 to fund development, operations, and maintenance of the public parks and recreation system.

Policy REC 1.1.5: **Parks Master Plan & Bicycle and Pedestrian Master Plan**
The City shall develop a Parks Master Plan by the year 2035. The City shall develop a City-wide Bicycle and Pedestrian Master Plan by the year 2035. This Master Plan will address local circulation via sidewalks, trails and bikeways to connect the City's downtown, neighborhoods, parks, and environmental features. The plan shall build on the Future Network – Bicycle and Trail Plan illustrated in Transportation Map #12, the Lake-Sumter MPO Greenways and Trail Plan, the Downtown and East Town Community Redevelopment Area Plan.

Policy REC 1.1.6: **Private Recreation Connections**
The City shall encourage private residential subdivisions to provide bicycle and pedestrian connections to the City's planned and existing trail system.

Policy REC 1.1.7: **Local Recreation Preferences**
The City shall make use of citizen surveys or other methods to ensure that the parks and recreation facilities provided by the City reflect the local

preferences and needs for such facilities.

OBJECTIVE REC 1.2: ACCESS
To make recreational facilities and important open space resources available to and accessible by the general public, including the physically impaired and economically disadvantaged.

Policy REC 1.2.1: **Acquisition of Recreation Sites**
The City shall locate and invest primarily in acquiring and developing recreation sites which are accessible by a variety of means of transportation, including automobile, public transit, bicycle, and foot to the largest number of community residents. This will include sites which relate well with the adopted bicycle and sidewalk plans, as well as to major population concentrations.

Policy REC 1.2.2: **Access to Recreational Facilities for the Physically Handicapped**

The City shall require that new recreational facilities are designed to facilitate access by the physically handicapped.

Policy REC 1.2.3: **Special Programs**
The City shall continue to implement community recreational programs to serve the economically disadvantaged and physically impaired populations in the Eustis area including special programs for the elderly and school-age populations in existing community buildings and parks. Information on these programs shall be posted in key locations around the community. The City shall seek outside funding support to assist in paying for these programs.

Policy REC 1.2.4: **Urban Waterfront Park**
The City shall maintain Ferran Park, the urban waterfront park along the Lake Eustis shoreline to serve as a catalyst for economic growth and revitalization in downtown Eustis.

Policy REC 1.2.5: **Water Access Facilities Planning**
The City shall cooperate with Lake County and the Lake County Water Authority in preparing an inventory of existing public water access points and shall continue to develop and improve water access facilities in the Eustis area, including boat ramps, viewing areas, and nature trails. This plan shall identify opportunities on Lake Eustis and other water bodies in the Eustis Planning Area that shall include recommended parking provisions and other access criteria.

Policy REC 1.2.6: **Provision of Bicycle Racks and/or Storage Facilities**

The City shall provide for bicycle racks and/or storage facilities at all recreation sites. Private recreation facilities permitted under the Land Development Regulations shall also meet this criterion.

Policy REC 1.2.7: **Listing and Map of Recreational Sites and Facilities**
The City's Recreation Department shall publish and distribute and/or post a listing and map of recreational sites and facilities, including conditions regarding public access and use, to better inform the local residents of recreational opportunities in the area.

OBJECTIVE REC 1.3: PUBLIC-PRIVATE COORDINATION
To provide for ongoing coordination of public and private resources to meet recreational demands of City residents.

Policy REC 1.3.1: **Opportunities for Joint Public/Private Development and/or Use of Existing and Potential Recreation Facilities**
The City staff shall continue to meet with private providers in the Eustis area and Lake County recreation officials on future opportunities for joint public/private development and/or use of existing and potential recreation facilities, including the nature of any operating arrangements between the public and private sectors.

OBJECTIVE REC 1.4: OPEN SPACE

The City will continue to conserve open space for passive recreation use and natural beauty, and acquire open space to protect sensitive environmental resources consistent with the Future Land Use and Conservation elements

Commented [BL1]: Duplicative language; addressed in conservation element.

EXHIBIT H

TRANSPORTATION
GOALS, OBJECTIVES AND POLICIES

GOAL TRA 1: SYSTEMS FRAMEWORK
Implement a transportation systems framework based upon principles that will:

- **Promote diversified economic development;**
- **Protect and enhance residential neighborhoods;**
- **Ensure adequate services and facilities to serve new and existing development;**
- **Discourage urban sprawl;**
- **Preserve and protect natural resources; and**
- **Respect private property rights.**

OBJECTIVE TRA 1.1: LAND USE AND TRANSPORTATION COORDINATION
To enforce land use, design and transportation policies, standards and regulations that coordinate the existing and future transportation infrastructure with land uses shown in the Future Land Use map exhibit and that encourage development patterns consistent with the City's various design districts.

Policy TRA 1.1.1: **Consistency with Future Land Use Element**
The City shall coordinate the development of new transportation regulations, policies, standards, and plans with the Future Land Use element. The City will also consider both the Transportation Element and the Future Land Use Element when evaluating all development proposals.

Policy TRA 1.1.2: **Transportation and Development Patterns**
To discourage urban sprawl and to maximize the use of existing transportation infrastructure, the City shall implement regulations within the Land Development Code consistent with the development patterns identified in FLU 1.2.4.

Policy TRA 1.1.3: **Roadway Improvements and Land Use Amendments**
The City shall prohibit the use of new or expanded roadway facilities as sole justification for amendments to the Future Land Use Element where new or expanded development will adversely impact resource/ conservation areas or neighborhoods.

OBJECTIVE TRA 1.2: PROMOTE ECONOMIC DEVELOPMENT
To promote a safe, efficient and livable transportation system that provides for mobility to support the City of Eustis' continued economic development.

Policy TRA 1.2.1: **Right of Way Preservation**
The City shall continue to adopt and enforce policies, standards and regulations which specify the City's right-of-way needs.

Policy TRA 1.2.2: **Dedication of Rights-of-Way**
The City shall continue to require as authorized by law, the dedication of rights-of-way as conditions of approval for all development proposals and subdivision plats.

Policy TRA 1.2.3: **Identification of Future Enhanced Transit Corridors**
The City shall work with appropriate agencies and entities to evaluate deed reservations, rail rights-of-way, major utility corridors and undeveloped platted road rights-of-way for potential use as future multi-use corridors and determine if these corridors are consistent with other elements of the Plan.

Policy TRA 1.2.4: **Coordinate Transportation with Other Public Facilities**
As part of the process for the acquisition or development of land for public uses, such as, parks, open space, environmental protection or other public purpose, the City shall evaluate the impacts of the proposed project on the future transportation system and the potential for the development of future transportation corridors as a joint use.

OBJECTIVE TRA 1.3 PROTECT AND ENHANCE RESIDENTIAL NEIGHBORHOODS
To develop and maintain an effective, convenient and economically feasible multi-modal transportation system in its neighborhoods that preserves and strengthens the residential quality of life by providing local accessibility for multiple modes, and provides access to neighborhood developments and attractors.

Policy TRA 1.3.1: **Coordination with Future Land Use Element**
The City shall establish and enforce land use, design, and transportation policies, standards and regulations that coordinate the transportation system with the residential and residential-supportive land uses shown on the Future Land Use map exhibit.

Policy TRA 1.3.2: **Discourage Speeding on Residential Streets**
The City shall establish standards for infill and redevelopment projects to discourage high vehicle speeding on adjacent residential streets. This shall be accomplished through appropriate traffic calming methods, such as

gateway treatments, roundabouts, reduced roadway width and turn radii, or other treatments as identified by the City.

Policy TRA 1.3.3: **Travel Between Neighborhoods**
The City shall ensure that existing and new developments are connected wherever feasible by roadways, bicycle and pedestrian systems, and access to transit that encourage travel between neighborhoods without requiring use of the major thoroughfare system.

Policy TRA 1.3.4: **Multimodal Access to Commercial Centers**
The City shall work to establish bicycle and pedestrian systems to provide access to Downtown Eustis and other commercial centers from surrounding residential areas.

OBJECTIVE TRA 1.4: TRANSPORTATION AND ENVIRONMENTAL QUALITY
To support the City's desire to maintain environmental sustainability, conserve energy and natural resources, discourage urban sprawl, and to improve the aesthetic quality of the community through the implementation of the following policies.

Policy TRA1.4.1: **Reducing Travel Demand through Land Use Measures**
The City shall recognize Future Land Use Element policies that support reduced travel demand, shortened trip lengths, higher internal capture, and balanced trip demand.

Policy TRA 1.4.2: **Promotion of Energy Efficient Vehicles and Alternative Fuel Sources**
The City shall establish policies, standards, and regulations that encourage the use of energy efficient vehicles and enable the development of infrastructure systems to support their use by establishing sites for alternative energy fueling stations. Where appropriate, the City shall acquire energy-efficient vehicles as part of its vehicle fleet for police, fire, and maintenance needs.

Policy TRA 1.4.3: **Travel Demand Management**
The City shall establish policies, standards, and regulations that will result in lower vehicle miles traveled (VMT) through travel demand strategies such as telecommuting, ride-sharing, transit use, and employee guaranteed ride home programs.

Policy TRA 1.4.4: **Promoting Non-Motorized Travel**
The City shall establish and enforce policies, standards and regulations

within the City's Land Development Regulations that promote pedestrian and bicycle mobility and access, including standards related to street design and connectivity; accommodate non-motorized travel; the provision of bicycle parking; and bicycle and trail access and connectivity.

Policy TRA 1.4.5: **Roadway Speeds**
To facilitate safe pedestrian movement, the City shall work with Lake County and the Florida Department of Transportation to limit posted speed limits within the City to 45 miles per hour or less.

Policy TRA 1.4.6: **Protecting Natural Resources and Environmental Quality**
In the planning, design and construction of transportation improvements, the City shall consider design techniques to mitigate adverse impacts on natural and environmental resources as well as design and operational techniques which can complement adjacent development and enhance the aesthetic quality of the transportation corridor.

Policy TRA 1.4.7: **Enforcement of Environmental Regulations**
In the planning, design and construction of new transportation facilities, the City shall continue to recognize policies in the Conservation Element.

Policy TRA 1.4.8: **Lakeshore Drive Scenic Road**
Lakeshore Drive is hereby designated a scenic road requiring preservation of a two-lane cross section, posting for low-to-moderate travel speeds, limited improvements for bicycle use, and careful regulation of roadside development. The City shall coordinate with Lake County and the Lake-Sumter MPO to establish a consistent functional classification of Urban Local for the Lakeshore Drive/Lake Eustis Drive corridor.

OBJECTIVE TRA 1.5: PROMOTE MULTI-MODAL TRAVEL
To establish and enforce policies, standards, and regulations that promote multi-modal mobility and access throughout the City, including travel by automobile, bicycle, walking, and transit.

Policy TRA 1.5.1: **Multi-Modal Connectivity**

The City shall preserve existing roadway, sidewalk and bicycle system connections, and restore networks that previously were disconnected, where appropriate. In particular, the City shall encourage future redevelopment and development projects to improve street connectivity by developing new local streets with appropriate sidewalk and bicycle facilities, where feasible. Priority shall be given to those proposed roadway connections identified in the Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan..

Policy TRA 1.5.2: **Align Roadways to Connect to Stub-outs to Adjacent Parcels**

The City shall continue to require joint connectivity and block structure requirements, including stub-outs to adjacent parcels and roadway alignment as provided for in the Land Development Regulations.

Policy TRA 1.5.3: **Citywide Bicycle and Pedestrian Master Plan**

The City shall improve mobility through infrastructure improvements to be included in the citywide Bicycle and Pedestrian Master Plan proposed for completion by 2035 as provided for in the Recreation and Open Space Element.

Policy TRA 1.5.4: **Demand Response Transit**

The City shall work with Lake County to continue to provide demand-response transit service to cater to the transit dependent populations within the City.

Policy TRA 1.5.5: **Evaluate Transit Service Options**

The City shall work with Lake County to monitor and evaluate and, as deemed necessary, implement additional mass transit, paratransit and transportation demand management strategies and programs which support the Future Land Use Element, address the special needs of the service population, and increase the efficiency of transit services. Such strategies and programs may include rail services, intra-city trolley, carpools/vanpools, Park-and-Ride, demand response transit service, parking management, express bus services, transfer stations and increased frequency of bus service.

Policy TRA 1.5.6: **Roadway Functional Classification**

The City shall adopt Transportation Map 1 – Roadway Functional Classification System that identifies the existing functional classification for collector and arterial roadways within the City.

Policy TRA 1.5.7: **Orange Avenue Functional Classification**

To further the goals of Eustis in improving multi-modal mobility, the City shall continue working with Lake-Sumter MPO to reclassify Orange Avenue (old SR 44) from an arterial to a collector within the City limits.

Policy TRA 1.5.8: **Constrained Facilities**

All collector and arterial roadways within the City shall be limited to the maximum number of through lanes shown on Transportation Map 10 - Year 2035 Roadway Number of Lanes. Small-scale modifications such as turn

lanes may still be provided as warranted.

Policy TRA 1.5.9: **Bicycle and Pedestrian Access to Schools**
In coordination with the Lake County School Board, the City shall work to establish sidewalks, bicycle paths, and/or a network of low-speed neighborhood streets to provide safe and convenient access to all elementary, middle and high schools.

OBJECTIVE TRA 1.6: TRANSPORTATION MOBILITY APPROACH
To support urban infill and redevelopment efforts of the City and to target economic development, job creation, housing, transportation, crime prevention, and neighborhood revitalization and preservation within the City, the City rescinds transportation concurrency for all areas within the City limits .

Policy TRA1.6.1: **Mobility Planning**
The City shall continue to develop integrated land use and transportation planning studies for geographic areas of the city according to the Future Land Use Element

Policy TRA 1.6.2: **City Plans that Address Multi-Modal Mobility**
The City shall implement land use and transportation strategies that call for multi-modal mobility within recently completed and adopted city plans, including the Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan and Land Development Regulations.

Policy TRA 1.6.3: **Development Review focused on Multi-Modal Mobility**
Through the policies, standards and regulations in the Land Development Regulations, the City shall continue to encourage the provision of multi-modal facilities.

Policy TRA 1.6.4: **Supporting Regional Multi-Modal Plans**

The City shall continue to participate in initiatives to promote regional and local transit, including future expansion plans for LakeXpress, Central Florida Commuter Rail, and other proposed light rail or bus rapid transit projects (as illustrated in Transportation Map #13, Future Transportation Network-Mass Transit). The City shall continue to participate in the development of the MPO's Long Range Transit Plan and Greenways and Trails Plan, and coordinate with the County and adjacent municipalities in planning for and implementing future bicycle and multi-use trail facilities.

Policy TRA 1.6.5: Roadway Level of Service Standard

The City shall adopt a roadway Level of Service standard of E for collector and arterial roadways within the City. The roadway Level of Service shall be measured for daily conditions. In cases where individual roadway segments exceed the Level of Service standard, the available capacity on parallel corridors within the City shall be included in the evaluation.

Policy TRA 1.6.6: Multi-Modal Transportation Level of Service

The City shall adopt transportation system performance measures to address its multimodal goals for bicycle, pedestrian and transit circulation.

Policy TRA 1.6.7: Refined Roadway Level of Service Analysis Techniques

The City may authorize refined transportation methodologies and techniques to be used in situations where more precise input data and analysis is desired prior to final action associated with development review or transportation infrastructure modifications. Acceptable methodologies and techniques may include, but are not limited to:

- Trip generation studies
- Traffic studies
- Trip characteristics studies
- Travel time/speed/delay studies
- Passer-by and internal trip analysis
- Person trip analysis
- Planning level models
- Traffic operation models
- Intersection analysis
- Corridor/subarea analysis
- Multi-modal analysis

Policy TRA 1.6.8: Multi-Modal Transportation Level of Service Analysis Techniques/Standards

The City shall develop special area plans, as needed, for areas of special concern. When appropriate, the City shall adopt additional or alternative level of service standards and methods of applying levels of service standards that address accessibility for vehicular traffic, pedestrians, cyclists, and transit modes.

OBJECTIVE TRA 1.7: TRANSPORTATION PLANNING COORDINATION
The City shall coordinate its plans with all transportation planning bodies including but not limited to the Florida Department of Transportation, Lake County, East Central Florida Regional Planning Council, and the Lake-Sumter MPO.

Policy TRA 1.7.1: **FDOT Five-Year Work Program Coordination**
Through the Lake-Sumter MPO, the City shall review on an annual basis the FDOT Five-Year Work Program to address right-of-way needs, access management and level of service standards.

Policy TRA 1.7.2: **Lake County Transportation Element Coordination**
The City shall review on an annual basis the Transportation Element for Lake County to address right-of-way needs, access management, and level of service standards.

Policy TRA 1.7.3: **City of Tavares and City of Mount Dora Coordination**
The City shall review on an annual basis the Transportation Elements for Tavares and Mount Dora to address right-of-way needs, access management, and level of service standards.

OBJECTIVE TRA 1.8: ACCESS AND CONNECTION TO REGIONAL FACILITIES
To establish and enforce policies, standards, and regulations that recommend access and connection to regional transportation facilities and amenities.

Policy TRA 1.8.1: **Access to Recreational Facilities and Resources**
The City shall work with the County, the MPO, and other adjoining cities, to connect local trails and the sidewalks and bicycle facilities within the City to existing and proposed regional trail facilities and bicycle systems.

Policy TRA 1.8.2: **Access to Community Facilities and Downtown**
The City shall establish policies, standards, and regulations to ensure that residential neighborhoods have reasonable access to the City's community facilities and to Downtown via trails or bicycle facilities, transit service, and street network, as described under the Performance Standards for Goals TRA 2, TRA 3 and TRA 4.

OBJECTIVE TRA 1.9: FUNDING TRANSPORTATION IMPROVEMENTS
To identify multiple sources for funding transportation improvements necessary to support the growth forecasts, goals, objectives and policies of the Future Land Use Element and to provide for a safe, convenient and efficient transportation system.

Policy TRA 1.9.1: **Funding Sources**
The City shall work with the Lake-Sumter MPO, FDOT, Lake County, the Eustis CRA, and private developers in funding and implementing transportation improvements, as described in the policies contained in the Intergovernmental Coordination Element, Objective 1.2, Transportation.

Policy TRA 1.9.2: **Transportation Improvements as part of Development and Redevelopment**
As feasible, the City shall work to implement transportation improvements as part of development and redevelopment within the City through implementation of standards in the Land Development Regulations.

GOAL TRA 2: URBAN DEVELOPMENT PATTERN
Enhance the livability and viability of the urban core area of the City as described by the Urban Development Pattern Area through transportation policies and infrastructure investments that:

- **Prioritize the safety, comfort and convenience of the pedestrian, bicycle and mass transit environments;**
- **Accommodate vehicular circulation in a manner that is responsive to the needs of alternate modes; and**
- **Support the land use goals for the district.**

OBJECTIVE TRA 2.1: URBAN LAND USE AND TRANSPORTATION COORDINATION
To establish and enforce policies, standards and regulations that align the existing and future transportation infrastructure with higher density mixed-use development called for in the Urban Development Design District.

Policy TRA 2.1.1: **Promote Land Use Patterns to Support Mass Transit Service**
To promote the viability of existing and planned transit service, the City shall adopt and enforce land use policies, standards and regulations that promote high intensity residential-based mixed use developments in Urban Centers.

Policy TRA 2.1.2: **Promote Shared and Reduced Parking**
The City shall continue to enforce policies, standards and regulations that encourage shared parking across development parcels within Urban Centers and Urban Corridors.

OBJECTIVE TRA 2.2 URBAN MULTI-MODAL TRANSPORTATION
To establish and enforce policies, standards, and regulations that promote multi-modal mobility and access throughout the Urban Development Pattern, including travel by automobile, bicycle, walking, and transit.

Policy TRA 2.2.1: **Complete Streets**
The City shall implement policies, including those standards already within the Land Development Regulations, to address the design and operation of all streets within the Urban Development Pattern for all users, including drivers, bicyclists, transit users, pedestrians of all ages and abilities, business owners and residents.

Policy TRA 2.2.2: Street Types in Land Development Regulations
The City shall use the Street Types outlined in the Land Development Regulations as a guidance when designing and constructing new street sections within the Urban Development Pattern.

Policy TRA 2.2.3: **Street Connectivity**
As identified in the Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan, the City shall work to restore local street network segments that previously were disconnected and construct new street connections within the Urban Development Pattern. In particular, the City shall implement these street connections through development impact mitigation and as part of capital improvement projects.

Policy TRA 2.2.4: **Downtown and East Town Community Redevelopment Area Mobility Needs**
The City shall support the implementation of the mobility needs identified in the Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan.

Policy TRA 2.25: **Lake-Sumter MPO Long Range Mobility Needs**
The City shall support the implementation of the Lake-Sumter MPO Long Range Transportation Plan,

Policy TRA 2.2.7: **Lake County Transit Shelter Needs**
The City shall support the implementation of the 2010 Lake County Shelter Placement Site Recommendations Report, as may be amendment

Policy TRA 2.2.9: **Bates Avenue Connection**
To improve circulation within Downtown Eustis and provide a continuous

east-west roadway alternative to Orange Avenue, the City shall continue to investigate opportunities for the roadway connection for Bates Avenue between Prescott Street and Grove Street.

Policy TRA 2.2.8: **Sidewalk Connectivity**
The City shall work to complete the network of sidewalks along all streets within the Urban Development Pattern, as part of construction of new streets as well as retrofitting of existing streets.

Policy TRA 2.2.11: **Pedestrian-Oriented Development Design**
Provisions in the City's Land Development Regulations require new developments in Urban Development Patterns to support the highest levels of pedestrian access and mobility.

OBJECTIVE TRA 2.3: ENCOURAGING URBAN TRANSIT USE
To establish and enforce policies, standards, and regulations that promote transit use within the Urban Development Pattern.

Policy TRA 2.3.1: **Transit-Oriented Density, Diversity, and Design**
The City shall enforce provisions in the Future Land Use Element and the City's Land Development Regulations that encourage development patterns, densities, design, and a mix of uses in the Urban Development Pattern that will support expanded mass transit service in the future.

Policy TRA 2.3.2: **Transit in Urban Development Pattern**
The City shall work with the County, the MPO, and other regional and state agencies to increase transit service within the Urban Development Pattern, in particular encouraging the location of transit stops within the City's Urban Centers and along Urban Corridors.

OBJECTIVE TRA 2.5: URBAN DEVELOPMENT PATTERN PERFORMANCE STANDARDS
To establish and utilize performance standards for the provision and operation of a multi-modal transportation system (including pedestrian and bicycle facilities, mass transit and paratransit services, the City Road System and the portion of the County Road and State Highway Systems within the City). The performance standards will measure progress toward achieving the multi-modal mobility goals within the Urban Development Pattern.

Policy TRA 2.5.1: **Site and Building Design**
The character of the built environment that frames a street contributes greatly to its walkability. Because of this, the City has established the Urban Development Pattern intent and performance standards described in the Future Land Use Element and Land Development Regulations.

Policy TRA 2.5.2: **Sidewalks**
The City shall ensure through its Land Development Regulations that within the Urban Development Pattern, continuous sidewalks of at least five feet in width are provided on both sides of all public and private streets to the greatest extent practicable.

Policy TRA 2.5.3: **Intersection Design**
The City shall work to ensure that all signalized intersections within the Urban Development Pattern have a protected signal phase for pedestrians on all legs of the intersection. In addition, all signalized intersections shall have striped crosswalks or other crosswalk treatments that would enhance the comfort and safety of pedestrians crossing a street. Crosswalk treatments shall be in compliance with requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

Policy TRA 2.5.4: **Americans with Disabilities Act (ADA)**
The City shall work to ensure that all streets within the Urban Development Pattern conform with the requirements of the ADA, including the provision of handicapped accessibility ramps and provision of handicapped accessible routes from the street to major public entrances of buildings.

Policy TRA 2.5.5: **Block Size and Block Configuration**
As prescribed in the City's Land Development Regulations, blocks within the Urban Development Pattern shall be laid out within an interconnected network of streets.

Policy TRA 2.5.6: **Roadway Speeds**
To facilitate safe pedestrian movement, the City shall ensure that all City-maintained streets within the Urban Centers and the Urban Neighborhoods have a posted speed limit of 25 mph or less.

Policy TRA 2.5.7: **Complete Streets**
The Street Types outlined in the Land Development Regulations can serve as a guide for developing new complete streets within the Urban Development Pattern.

Policy TRA 2.5.8: **Trees and Street Furnishings**

Based on the recommendations of the Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan, the City shall work to ensure that all new and existing "A" streets within Urban Centers and Urban Corridors have basic street furnishings and streetscape amenities, including street trees, pedestrian-scale lighting, seating, and bus stop shelters (where appropriate).

Policy TRA 2.5.9: **Downtown Wayfinding**
To improve circulation for all users, the City shall implement the recommendations of the Wayfinding Plan developed for Downtown Eustis.

Policy TRA 2.5.10: **Pedestrian Destinations**
Through implementation of the policies in the Future Land Use Element, the City shall work to ensure that community-serving destinations are accessible to residents within the Urban Development Pattern.

Policy TRA 2.5.11: **Bicycle Lanes and Multi-use Trails**
As part of the development of the Citywide Bicycle and Pedestrian Master Plan, the City shall work to provide bicycle lanes or multi-use trails accessible to residents within the Urban Development Pattern.

Policy TRA 2.5.12: **Connection to Recreational Amenities**
The City shall ensure that all public recreational amenities such as parks, regional trails, and the Lake Eustis waterfront can be accessed from the Urban Centers via direct pedestrian connection.

Policy TRA 2.5.13: **Bicycle Parking**
The City shall ensure that bicycle parking is required for all new development projects that will be accessed by the public within the Urban Development Pattern.

Policy TRA 2.5.14: **Transit Stops and Transit Shelters**
The City shall work with Lake County to ensure that transit stops within Urban Centers and major destinations (hospitals, employment centers, shopping centers and schools) have, as feasible, shelters for transit users that would include bus route/schedule signs, seating, shelter from the elements, and be ADA compliant when required by law.

Policy TRA 2.5.15: **Transit Service Headways**
The City shall work with Lake County to improve transit service within the Urban Development Pattern during peak periods.

Policy TRA 2.5.16: **Transit Service Accessibility**
The City shall work with Lake County to improve transit service to ensure that all residents within the Urban Development Pattern have access to fixed-route transit service.

Policy TRA 2.5.17: **Transit Service Span**
The City shall work with Lake County to expand hours of operation for transit routes serving the City.

Policy TRA 2.5.18: **Transit Serving Major Destinations**
The City shall work with Lake County to ensure that major public gathering venues and destinations are served by a local transit route. These include hospitals, employment centers, shopping centers, and schools.

GOAL TRA 3: SUBURBAN DEVELOPMENT PATTERN
Enhance the livability and viability of neighborhoods and existing commercial corridors as described in the Suburban Development Pattern Area (in Appendix) through transportation policies and infrastructure investments that discourage urban sprawl and:

- **Balance vehicular mobility with the needs for pedestrian, bicycle and mass transit mobility**
- **Preserve and protect existing viable neighborhoods and subdivisions;**
- **Support the land use goals for the district.**

OBJECTIVE TRA 3.1: SUBURBAN LAND USE AND TRANSPORTATION COORDINATION
To establish and enforce policies, standards and regulations that align the existing and future transportation infrastructure to support the residential and non-residential uses in distinct patterns arranged in centers, districts, and corridors, as called for in the Suburban Development Pattern.

Policy TRA 3.1.1: **Suburban Centers**
The City shall adopt and enforce standards that encourage the development of Suburban Centers where a system of streets, pedestrian walkways, and driveways support uses where development occurs at a density and intensity that can be feasible to support fixed-route transit.

Policy TRA 3.1.2: **Suburban Corridors**
The City shall continue to enforce standards, and regulations that provide for adequate vehicular, bicycle, and pedestrian access and mobility to serve Suburban Corridors as well as the adjacent residential neighborhoods.

Policy TRA 3.1.3: **Linking Neighborhoods to Shopping Areas**
The City shall adopt and enforce policies, standards, and regulations that provide for multiple street connections and routing options between

Suburban Neighborhoods and community-serving commercial areas.

Policy TRA 3.1.4: **Access Management**
The City shall continue to establish and enforce policies, standards and regulations for the management of access points along streets within the Suburban Development Pattern The implementation of the State Access Management Program and the control of access connections to the State highway system shall be consistent with Chapter 14-96 and 14-97, F.A.C. and the Florida Department of Transportation Access Management Rule and will be coordinated with the Florida Department of Transportation through the City's access permitting process.

Policy TRA 3.1.5: **Promote Shared Parking**
The City shall continue to enforce policies, standards and regulations that encourage shared parking among different parcels, through cross-access easements and a connected network of pedestrian walkways along Suburban Corridors and in Suburban Centers.

OBJECTIVE TRA 3.2: SUBURBAN MULTI-MODAL TRANSPORTATION
To establish and enforce policies, standards, and regulations that promote multi-modal mobility and access throughout the Suburban Development Pattern, including travel by automobile, bicycle, walking, and transit.

Policy TRA 3.2.1: **Complete Streets**
The City shall implement policies, including those standards already within the Land Development Regulations, to address the design and operation of all streets within and between Suburban Centers for safe and comfortable bicycling, walking, and transit operation.

Policy TRA 3.2.2: **Street Types in Land Development Code**
The City shall use the Street Types outlined in the Land Development Regulations as a guidance when designing and constructing new street sections within the Suburban Development Pattern.

Policy TRA 3.2.6: **Sidewalk Connectivity**
The City shall work to complete the network of sidewalks along all streets within the Suburban Centers, as part of construction of new streets as well as retrofitting of existing streets.

OBJECTIVE TRA 3.3: SUBURBAN DEVELOPMENT PATTERN PERFORMANCE STANDARDS

To establish and utilize performance standards for the provision and operation of a multi-modal transportation system (including pedestrian and bicycle facilities, mass transit and paratransit services, the City Road System and the portion of the County Road and State Highway Systems within the City). The performance standards will measure progress toward achieving the multi-modal mobility goals within the Suburban Development Pattern.

Policy TRA 3.3.1: **Site and Building Design**
The character of the built environment that frames a street contributes greatly to its walkability. Because of this, tthe has established the Suburban Development Pattern s and performance standards described in the Future Land Use Element and Land Development Regulations.

Policy TRA 3.3.2: **Sidewalks**
The City shall work to ensure that within the Suburban Development Pattern sidewalks shall be provided on both sides for all streets within Suburban Centers and those streets within one mile of public schools, community centers, parks, and major transit stops.

Policy TRA 3.3.3: **Intersection Design**
The City shall work to ensure that all signalized intersections within Suburban Centers have a protected signal phase for pedestrians on all legs of the intersection. In addition, all signalized intersections shall have striped crosswalks or other crosswalk treatments that would enhance the comfort and safety of pedestrians crossing a street. Crosswalk treatments shall be in compliance with requirements of the MUTCD.

Policy TRA 3.3.4: **Americans with Disabilities Act (ADA)**
The City shall work to ensure that all streets within Suburban Centers conform with the requirements of the ADA, including the provision of handicapped accessibility ramps and provision of handicapped accessible routes from the street to major public entrances of buildings.

Policy TRA 3.3.5: **Block Size and Block Configuration**
As prescribed in the City's Land Development Regulations, blocks within the Suburban Development Pattern shall be laid out within an interconnected network of streets.

Policy TRA 3.3.6: **Internal Streets**

The City shall require a connected system of internal streets within new suburban developments l, per the standards established by the Land Development Regulations.

Policy TRA 3.3.7: **Internal Pedestrian Network**
The City shall require all new suburban developments to provide sidewalks along streets or pedestrian paths that connect primary building entrances to one another and to the public street, adjacent trails, transit stops, parking areas, and to publicly accessible pedestrian walkways of adjacent development.

Policy TRA 3.3.8: **Suburban Landscape Standards and Streetscaping**
The City shall require new suburban developments to conform to the suburban landscape requirements called for by the City's Land Development Regulations.

Policy TRA 3.3.9: **Bicycle Lanes and Multi-use Trails**
As part of the development of the Citywide Bicycle and Pedestrian Master Plan, the City shall work to ensure that bicycle lanes or multi-use trails are accessible to residents within the Suburban Development Pattern.

Policy TRA 3.3.10: **Connection to Recreational Amenities**
The City shall work to ensure that all public recreational amenities can be accessed from the Suburban Centers through pedestrian, bicycle, or transit connections.

Policy TRA 3.3.11: **Bicycle Parking**
The City shall ensure that bicycle parking is required for all new development projects that will be accessed by the public within the Suburban Centers.

Policy TRA 3.3.12: **Transit Stops and Transit Shelters**
The City shall work with Lake County to ensure that transit stops at major destinations (hospitals, employment centers, shopping centers, and schools) shall have, as feasible, shelters for transit users that would include bus route/schedule signs, bench, shelter from the elements, and be ADA compliant where required by law.

Policy TRA 3.3.13: **Transit Service Headways**
The City shall work with Lake County to improve transit service headways during peak periods at Suburban Centers.

Policy TRA 3.3.14: **Transit Service Accessibility**
The City shall work with Lake County to improve transit service to ensure that all residents within the Suburban Development Pattern have access to

fixed-route transit service.

Policy TRA 3.3.15: **Transit Service Span**
The City shall work with Lake County to expand hours of operation for transit routes serving the City.

Policy TRA 3.3.16: **Transit Serving Major Destinations**
The City shall work with Lake County to ensure that all major public gathering venues and destinations are served by a local transit route. These include hospitals, employment centers, shopping centers, and schools.

GOAL TRA 4: RURAL DEVELOPMENT PATTERN
Manage the transportation system for the Rural Development Pattern Area through transportation policies and infrastructure investments that:

- **Address vehicular circulation and allow for safe pedestrian and bicycle circulation**
- **Support the land use goals for the district.**

OBJECTIVE TRA 4.1: RURAL LAND USE AND TRANSPORTATION COORDINATION
To establish and enforce land use, design and transportation policies, standards and regulations that align the existing and future transportation infrastructure t the Rural Development Pattern.

Policy TRA 4.1.1: **Rural Centers**
The City shall adopt and enforcestandards and regulations that encourage the development of Rural Centers where a system of streets and pedestrian walkways support uses.

Policy TRA 4.1.2: **Rural Corridors**
The City shall adopt and enforce lstandards, and regulations that provide adequate vehicular, bicycle, and pedestrian access and mobility to serve Rural Corridors as well as the adjacent residential neighborhoods.

Policy TRA 4.1.3: **Multi-Modal Connectivity Between Development Phases**
The City shall ensure that the street and trail layouts of subsequent phases of residential subdivision developments are coordinated with previous phases to ensure multi-modal connectivity.

OBJECTIVE TRA 4.2: RURAL DEVELOPMENT PATTERN PERFORMANCE STANDARDS
To establish and utilize performance standards for the provision and operation of a multi-modal transportation system (including pedestrian and bicycle facilities, mass transit and paratransit services, the City Road System and the portion of the County Road and State Highway Systems

within the City). The performance standards will measure progress toward achieving the multi-modal mobility goals within the Rural Development Pattern.

Policy TRA 4.3.1: **Site and Building Design**
The character of the built environment that frames a street contributes greatly to its walkability. Because of this, the has adopted the Rural Development Pattern and performance standards described in the Future Land Use Element Land Development Regulations.

Policy TRA 4.3.2: **Sidewalks**
The City shall work to ensure that within the Rural Centers sidewalks shall be provided for all streets connecting to public schools, community centers, parks, and transit stops.

Policy TRA 4.3.3: **Intersection Design**
The City shall work to ensure that all signalized intersections within Rural Centers have a protected signal phase for pedestrians on all legs of the intersection. In addition, all signalized intersections shall have striped crosswalks or other crosswalk treatments that would enhance the comfort and safety of pedestrians crossing a street. Crosswalk treatments shall be in compliance with requirements of the MUTCD.

Policy TRA 4.3.4: **Americans with Disabilities Act (ADA)**
The City shall work to ensure that all streets within Rural Centers conform with the requirements of the ADA, including the provision of handicapped accessibility ramps and provision of handicapped accessible routes from the street to major public entrances of buildings.

Policy TRA 4.3.5: **Street Types in Land Development Code**
The City shall use the Street Types outlined in the Land Development Regulations as guidance when designing and constructing new street sections within the Rural Development Pattern.

Policy TRA 4.3.6: **Transit in Rural Centers**
The City shall work with Lake County to ensure that fixed-route transit service is provided to Rural Centers as they are developed.

Policy TRA 4.3.7: **Transit Stops**
The City shall work with Lake County to ensure that transit stops are provided for all routes that serve Rural Centers.

EXHIBIT A

FUTURE LAND USE
GOALS, OBJECTIVES AND POLICIES

GOAL FLU 1: DEVELOPMENT FRAMEWORK
Implement a land use and development framework that will:

- **Promote diversified economic development;**
- **Protect and enhance residential neighborhoods;**
- **Ensure services and facilities for new and existing development;**
- **Discourage urban sprawl;**
- **Recognize the value of natural resources; and**
- **Respect private property rights.**

OBJECTIVE FLU 1.1: DEVELOPMENT FRAMEWORK IMPLEMENTATION
To create a planning framework and implementation strategy that will enhance the livability of the City of Eustis; promote its natural, cultural, and physical resources; minimize any negative effects of urban development on the natural resources of the City; maintain overall air quality; and discourage urban sprawl.

Policy FLU 1.1.1: Planning Principles
The following principles shall guide the creation of land use policy and development regulations within the City of Eustis:

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

Policy FLU 1.1.2: Strategy for Sustainability
The City shall take the following actions as part of an overall strategy to improve energy efficiency and sustainability in the City of Eustis:

a. Continue to support alternative modes of travel as called for in the Transportation Element.

b. Support energy conservation measures and practices in the administration, design, and construction of City buildings and facilities.

c. Encourage the cooperation of public agencies and private owners in the provision of a multi-modal transportation system connecting all land uses along arterial and collector roads within recreational, commercial and multi-family residential areas.

d. Cooperate with existing and future land owners in the locating of solar sheds, bus stops, shelters, and other passenger and system accommodations for a transportation system to service current and future needs.
e. Encourage energy efficient appliances and equipment, energy-efficient features in window design, use of operable windows and ceiling fans and other technology to conserve energy and encourage energy efficient lighting for streets, parking lots and other public areas.
f. Continue to permit grassed parking areas and other permeable materials as a part of the City's Land Development Code and encourage reduced coverage by asphalt, concrete, rock and similar substances in streets, parking lots and other areas.
g. Encourage the planting of Florida Friendly shade trees to provide reasonable shade for all recreation areas, streets and parking areas.
~~h. Promote the education of City employees in energy conservation measures and practices and promote certification for energy conservation practices to promote the energy conservation mission of the City.~~
~~i. Provide up-to-date information on its web site regarding the City's conservation initiatives, along with strategies and recommendations for all citizens.~~

Policy FLU 1.1.3: Development Incentives
The City shall continue to provide incentives for energy efficient development as provided in the Land Development Code and shall review the Land Development Code as a part of monitoring the effectiveness of the Comprehensive Plan to determine if there are additional opportunities for development incentives that can be provided for projects that participate in energy efficient development programs.

Policy FLU 1.1.4: Building and Development Conservation Principles
The City shall encourage energy and water conservation and solid waste reduction through the site plan review process and at the building scale, including participation in the following programs and development standards:

- Retrofit for Energy and Environmental Performance program (REEP)
- State Energy and Environment Development program (SEED)
- Federal Weatherization Assistance Program
- Multifamily Housing Energy Efficiency Grant Program
- Leadership in Energy Efficient Design (LEED)
- Energy Star
- Water Star
- Florida Friendly landscaping
- Reduction of fertilizer needs
- Block standards and connected streets
- High density and intensity development in the urban core
- Compact, mixed use development
- Infill development
- Support of multi-modal transportation networks
- Protection of environmentally sensitive lands

OBJECTIVE FLU 1.2: FUTURE LAND USE MAP (FLUM)
To direct the timing, location, density, and intensity of development and redevelopment throughout the City of Eustis.

Policy FLU 1.2.1: Adopted Future Land Use Map Series (FLUM)
The Future Land Use Map (FLUM) series provides the information for strategies designed to build long term community value, discourage urban sprawl and ensure that public facilities and services are provided in the most cost-effective and efficient manner. The City of Eustis provides appropriate future land use planning for a planning horizon through the year 2035 and adopts the Future Land Use Map Series as depicted in the following exhibits in the Map Appendix and uses the Future Land Use Designations as defined in the Future Land Use Element Appendix which is also adopted herein by reference:

Map #1:	2035 Future Land Use Map
Map #3:	Soils
Map #4:	Topography and Drainage Basins
Map #5:	Designated Water Wellhead Protection Areas
Map #6:	Surface Water Features
Map #7:	Areas Subject to Flooding
Map #8:	Vegetation
Map #9:	Washington Avenue Historic District
Map #10:	National Register of Historic Places and Sites
Map #11:	Local Landmark Sites
Map #12:	Wekiva Study Area: Most Effective Undeveloped Recharge Areas
Map #13:	Wekiva Study Area: Undeveloped and Water-Filled Karst Areas
Map #14:	Wekiva Study Area: Integrated Wildlife Habitat Ranking System
Map #15:	Wekiva Basin Land Cover
Map #16:	Priority Wetlands
Map #17:	Wekiva Basin: Strategic Habitat Ranking Systems, Public Lands and Proposed Acquisitions
Map #18:	Biodiversity Hotspots
~~Map #19:~~	~~Eustis-Lake County Joint Planning Area Map~~

With the exception of Map #1, the Future Land Use Map, ~~and Map #19, the Planning Area Map,~~ these maps shall be used for general identification only and are not specifically regulatory in nature. Site specific information and analysis shall determine the actual features or applicability of a site for the purposes of applying the requirements of this Plan. The city shall continue to allocate lands in the Comprehensive Plan to meet projected development needs through the long-term planning horizon of 2035, including amounts sufficient to minimize land speculation and undue price appreciation and to provide for choices of residential and non-residential locations.

Policy FLU 1.2.2: Future Land Use Map Limitations

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

Policy FLU 1.2.3: Urban Services Required

All new development in the city shall be required to receive public water service. All new development must be served by public sewer systems, except where public sewer is not available and it can be demonstrated that sewage disposal is permittable by those state and county agencies having regulatory jurisdiction.

Policy FLU 1.2.4: Development Patterns

To discourage urban sprawl and to protect and enhance the community's unique character, the City shall implement regulations within the Land Development Code that encourage a mix of uses in specific areas of the City. Those areas are identified in the development patterns of urban, suburban and rural. Each development pattern is further divided into neighborhoods, centers, corridors and districts. The City shall adopt performance standards for the land uses within each development pattern as prescribed by the City's Land Development Code. In general, the patterns are as follows:

a. Urban Areas. Urban development pattern areas shall rely primarily on a system of interconnected streets in a grid network pattern that prioritizes pedestrians and transit features and links civic buildings, squares, parks, and other neighborhood uses.

b. Suburban Areas. Suburban development pattern areas shall rely primarily on a pattern of residential development that is formed on a street network ~~with fewer vehicular connections,~~ which shall be designed to provide for pedestrian and bicycle connections~~, to reduce cut-through traffic and to establish distinct boundaries for residential communities/subdivisions.~~ Non-residential uses shall be primarily located on corridors and within districts.

c. Rural Areas. Rural development pattern areas may include clustered residential development or large lots ~~and clustered residential development~~ that provide substantive open space to preserve and enhance the rural viewshed and character of the community. Non-residential uses are primarily located in centers and may contain a mix of uses. The rural pattern is generally located on the ~~outer fringes of the Planning area~~ periphery of the Eustis urbanized area, away from the urban core.

Policy FLU 1.2.5: Joint Planning Area

The City shall continue to coordinate with Lake County to address annexation and land use issues ~~and shall rely upon the City of Eustis-Lake County Joint Planning Area (JPA) Map (Map #19) or its successor agreement as describing the appropriate transition between the City's urban core and the County's rural areas~~.

OBJECTIVE FLU 1.3: RELATIONSHIP OF THE COMPREHENSIVE PLAN TO THE LAND DEVELOPMENT CODE
To implement the policies, standards and land use classifications of the City's Comprehensive Plan through the Land Development Code.

Policy FLU 1.3.1: Promote Compact Growth and Preservation of Open Space
The City shall continue to rely upon its Land Development Regulations to promote compact growth and preservation of open space~~, including those regulations which provide for:~~
~~voluntary cluster development in all residential land use classifications~~
~~specific minimum open space requirements by land use district including standards for the Wekiva Springs Overlay Protection District (see FLU Policy 5.1.5 and Table A-3.1.)~~
~~maximum coverage by impervious surfaces requirements and specific maximum impervious surface requirements by land use district; for a development site within the Wekiva Springs Overlay Protection District, see Future Land Use Element Appendix, Table A-3.1.~~
~~density bonuses for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent.~~
~~Limitations on development in floodplains, near wellfields, and near lake shorelines, as more specifically provided for in the Conservation element.~~

Policy FLU 1.3.2: Maintain Residential Compatibility
The City shall continue to rely upon the Land Development Code to address specific standards for the review of residential compatibility to provide standard and predictable measures for establishing and creating compatibility ~~through landscapes, buffers, natural areas or transitional development practices in an effort to lessen impacts and integrate development along the edges of properties where different land use districts or densities are present, screen undesirable views, preserve tree canopy and vegetation and facilitate the safe movement of traffic and pedestrians in vehicle use areas.~~. At a minimum these standards shall conform to the following guidelines:

a. The review and analysis of development applications and future land use map amendments shall recognize as a fundamental principle of the City's Comprehensive Plan that the highest concentration of development density and intensity within the City shall be permitted in the downtown and that this overall density/intensity decreases incrementally outward from the downtown to lower densities that are located ~~in outlying rural areas~~ on the periphery of the Eustis urbanized area or in areas of the City which have physical limitations to development. Higher density in locations away from downtown, but supported with urban services ~~and retail/employment activity,~~ is permitted as an exception to this principle.

b. Landscapes, buffers, natural areas or transitional development practices shall be utilized in site planning to demonstrate that the project transitions appropriately to adjacent uses or to lessen impacts and integrate development along the edges of different land use categories, screen undesirable views, preserve tree canopy and vegetation.

c. The location of development on a site shall:

(1) Protect existing natural and environmental features on and adjacent to the site to the extent practicable, including wetlands and wetland systems, karst features, and tree canopy;

(2) Respect the existing ~~adjacent development pattern~~development transect;

(3) Permit the most density and intensity in areas that are served or may be served by public utilities, or are most proximate to support services.

d. The location of required minimum open space on a site shall be configured to:

(1) To create external connectedness by adding to a larger contiguous off-site network of interconnected open space, particularly existing habitats, where applicable.

(2) To create internal connectedness through connected and integrated open space within the subdivision parcel where applicable and shall be based upon the context sensitive site design standards.

Policy FLU 1.3.3: Right-of Way Standards for Utilities

Right-of-way standards adopted as part of the Land Development Regulations and roadway improvement projects shall be designed to accommodate public and regulated utility distribution lines providing needed local services.

Policy FLU 1.3.4: Compatibility with the Placement of Utility Structures

The City shall rely upon the Land Development Regulations to continue to provide for the placement and construction of utility structures and equipment, other than local distribution lines, including but not limited to water storage tanks, sewage treatment plants, electric substations, and telephone switching stations where needs for such facilities can be demonstrated by providers of services. The Land Development Regulations shall ensure compatibility of such facilities with surrounding land uses and natural resources to the extent possible.

OBJECTIVE FLU 1.4: PROTECTION OF HISTORIC RESOURCES

To protect and enhance those areas and individual sites of historical significance or distinct architectural character in the community.

Policy FLU 1.4.1: Protect Historic Character and Preserve Historic Properties

Land Development Regulations and development review procedures shall continue to recognize the need to maintain or improve the character of designated historic properties and the historic district, and incorporate incentives to preserve designated historic properties, including advice to applicants on the tax benefits of historic preservation.

Policy FLU 1.4.2: Downtown Main Street Character

In addition to adding beauty to the Downtown, walkable design standards shall be included in the Land Development Regulations regarding the City shall continue to require development and redevelopment in the Urban Core. to adhere to walkable design standards. These standards address street trees; wider sidewalks; bike lanes; on-street parking; and improving / upgrading crosswalks as appropriate.

Policy FLU 1.4.3: Preserve Historic Properties

Land Development Regulations and development review procedures shall continue to incorporate incentives to preserve designated historic properties, including advice to applicants on the tax benefits of historic preservation.

Policy FLU 1.4.4: Preserve the Architectural and Historical Heritage of Eustis
Pursuant to the Intergovernmental Coordination element, provide ongoing affirmational support to preservation organizations. ~~which have an individual or collective interest in preserving the architectural and historical heritage of Eustis.~~

Policy FLU 1.4.5: Historic Structures
Where an application for development may involve the removal~~, alteration, or reuse~~ of a historic structure listed on the National Register, the city shall first invite comment by the Florida Division of Historical Resources and the City's Historic Preservation Board before rendering a decision on the application.

Policy FLU 1.4.6 Historic Overlay
~~When sites or structures are included on the National Register of Historic Places, designated as local Landmarks, or designated as~~ When an area is designated as a local Historic District~~s~~, the designation shall be entered as an overlay to the Future Land Use map in accordance with State law.

Policy FLU 1.4.7: Archaeological Discovery
By year-end ~~2015~~2035, the Land Development Regulations shall provide for notification of the archaeological discovery to and request for guidance from the Florida Division of Historical Resources~~the following~~ in instances when an archaeological discovery occurs in the city; and will provide for best management practices to address the discovery.~~:~~
~~a. notification of the archaeological discovery to and request for guidance from the Florida Division of Historical Resources~~
~~b. suspension of all ground disturbing activities within 20 feet of the discovery for up to 30 days to provide for an initial evaluation of archaeological significance. This period can be extended for another 30 days for further evaluation where the discovery is considered significant by the state.~~
~~Where the discovery is determined to be significant, various options, including relocation, acquisition of property, or redesign of the proposed development will be considered to preserve the resource. Where preservation is not a feasible alternative, the resource will be relocated if feasible, information regarding the resource shall be recorded, or elements of the resource will be salvaged for further study at the expense of the State of Florida.~~

GOAL FLU 2: URBAN DEVELOPMENT PATTERN AREA
Enhance the livability and viability of the urban core area of the City through design standards and capital improvement priorities that:

- **Align public investments, incentives and Future Land Use Element policies to encourage and protect redevelopment and revitalization opportunities that leverage existing economic assets;**
- **Promote revitalization in developed neighborhoods that are aging; and**
- **Rely primarily on a system of interconnected street grids with pedestrian and mass transit features and links to civic buildings, squares, parks and other neighborhood uses.**

OBJECTIVE FLU 2.1: REDEVELOPMENT AND INFILL
To implement programs which facilitate redevelopment of and infill development in older sections of the city ~~including downtown Eustis~~ and to promote the revitalization of the ~~East Eustis~~ Downtown and East Town Community Redevelopment Area~~area~~ as a safe, attractive, and stable residential and business area.

Policy FLU 2.1.1: Downtown Redevelopment
The City shall continue to implement the redevelopment and revitalization vision for the ~~downtown area and vicinity as expressed in the Downtown Eustis Master Plan and the East CRA Plan Update~~Community Revelopment Area as provided for in the Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan, and Economic Element. ~~This vision shall be used as the basis for prioritizing public improvements, stimulation of business activity, and development of commercial, residential, and institutional properties.~~

Policy FLU 2.1.2: Funding Assistance for Housing Needs
The City shall continue to pursue funding pursuant to the Housing Element Policy HSG 1.3.3.

~~Pursue, directly or through the Eustis Housing Authority and/or agencies of Lake County, available federal and state funds to help promote the revitalization of the East Eustis area and meet the projected housing needs of very low-, low-, and moderate-income families and elderly households, including the following programs or their successors:~~
~~a. SAIL~~
~~b. Section 8~~
~~c. Rental Rehabilitation~~
~~d. Weatherization~~
~~e. Section 202~~
~~f. Community Development Block Grants~~
~~g. HOPE VI~~

Policy FLU 2.1.3: Code Enforcement & Displacement
~~Continue an aggressive code enforcement program to upgrade properties capable of rehabilitation and modernization and to remove those which are unsafe or unfit for habitation.~~
The City shall continue to address substandard housing and displacement pursuant to the Housing Element Policies HSG 1.2.1 and 1.2.2.

~~**Policy FLU 2.1.4: Displacement Requirements**~~

~~In every instance where residents are displaced by city code enforcement activities or other local public actions, assist residents as follows in seeking standard housing in the community:~~

~~a. provide adequate notification of public action to owners and occupants~~

~~b. maintain an inventory of available assisted and affordable market rate housing and housing providers in the community and advise displaced occupants of same~~

~~c. utilize the services of the Eustis Housing Authority, as needed, to help qualify applicants for available housing in the community~~

GOAL FLU 3: SUBURBAN DEVELOPMENT PATTERN AREA

Enhance the livability and viability of neighborhoods and existing commercial corridors through the implementation of a coordinated strategy that discourages urban sprawl and:

- **Promotes development standards for new neighborhoods consistent with the principles included in FLU Policy 1.1.1.**
- **Preserves and protects existing viable neighborhoods and subdivisions;**
- **Promotes revitalization in developed neighborhoods that are aging; and**
- ~~**Promotes development standards for new neighborhoods consistent with the principles included in FLU Policy 1.1.1.**~~

OBJECTIVE FLU 3.1: PROTECTION OF RESIDENTIAL NEIGHBORHOODS

To ensure the long- term viability of residential neighborhoods by regulating future development and redevelopment to create compatibility with surrounding land uses.

Policy FLU 3.1.1: Neighborhood Compatibility

The City shall protect the quality and integrity of established neighborhoods ~~from adjacent incompatible development and shall by~~ relying upon the standards of the adopted Land Development Regulations to address residential compatibility~~ including specific provisions that address the adjacency of urban areas to suburban and rural areas~~.

Policy FLU 3.1.2: Roadway Compatibility

The City shall maintain and protect the long-term viability of residential neighborhoods where they are developed adjacent to collector and arterial roadways by relying upon the standards of the adopted Land Development Regulations ~~which include standards that regulate context sensitive land use and roadway relationships.~~

~~**Policy FLU 3.1.3: Utility Compatibility**~~

~~Protect the integrity of existing neighborhoods from the effects, if any, of bulk, electric transmission corridors; and similar facilities by prohibiting, to the maximum extent of the City's jurisdictional authority, their location through or immediately adjacent to existing residential neighborhoods.~~

Policy FLU 3.1.4: Limits on Industrial Uses Adjacent to Residential Areas

The City shall ensure that future Plan amendments to industrial uses adjacent to existing Residential Land Use categories shall be light industrial uses only to protect residences from the adverse impacts of smoke, fumes, vibrations, light, glare, odors, and noise. ~~Access which is limited only to local residential roadways may be considered unacceptable for heavy industrial uses, notwithstanding applicable access management requirements.~~

OBJECTIVE FLU 3.2: DISCOURAGE URBAN SPRAWL
To use an approach to neighborhood revitalization that will transform the character, function and form of residential land uses into functional, sustainable neighborhoods.

Policy FLU 3.2.1: Neighborhood Revitalization
The City shall encourage neighborhood revitalization by continuing to implement and enforce the adopted Land Development regulations regarding pedestrian connectivity standards and block configuration requirements.

GOAL FLU 4: RURAL DEVELOPMENT PATTERN AREA
Manage the form, pattern and timing of future growth and development for the areas on the periphery of the Eustis urbanized arearural areas of the City through a clear and predictable land use strategy that:

- **Facilitates the transition of land uses over time into sustainable, livable places (communities).**
- **Provides for a rural character and lifestyle for rural residentstransitional area between suburban development and the County's rural areas;**
- **Respects the Allows the continuance of agricultural land uses and landowners;**
- **Values and preserves open spaces; and**
- **Facilitates the transition of land uses over time into sustainable, livable places (communities).**

OBJECTIVE FLU 4.1: PROTECTION OF RURAL CHARACTER
To protect the existing rural character of those areas in the City of Eustis that are designated as Rural Design Districts. and thereby ensure that there is a rural lifestyle for existing and future residents.

Policy FLU 4.1.1: Rural Residential Design Districts
Greater flexibility and creativity in the design of residential developments within the Rural Design Districts is permitted through the subdivision development approval process and the design criteria provided herein in the Land Development Regulations as a means to preserve significant on-site environmental resources and preservation areas.

GOAL FLU 5: WEKIVA SPRINGS OVERLAY PROTECTION DISTRICT
Support and further the *Wekiva Parkway and Protection Act* through land use strategies designed to protect significant natural resources of the Wekiva Springs Overlay Protection District, also known as the Wekiva Study Area, including the springshed and springs.

OBJECTIVE FLU 5.1: Wekiva Springs Overlay Protection District Land Use Strategy
The City shall establish an overlay district described herein for the purpose of providing an appropriate transition between the City's urban core and the County's rural areas, and implementing enhanced standards for the protection of significant open space. The following policies and open space requirements recognize the relative position of the City within the Wekiva Springs Overlay Protection District/ and are intended to ensure compatibility with the persistence of rural land use patterns outside

~~and east of the City of Eustis-Lake County Joint Planning Area (JPA) (Map #19).~~

Policy FLU 5.1.1: Land Use Activity Restrictions
The City designates the Wekiva Springs Overlay Protection District as provided on the Future Land Use Map. The City shall restrict new land use activities within the Wekiva Springs Overlay Protection District, ~~within~~ that are~~and~~ adjacent to most effective recharge areas, karst features and sensitive natural habitats, that have a potential to adversely impact ground water and surface water quality; such as mining, landfills, spray-fields, golf courses, heavy industry, intense animal operations, and other uses or activities with extensive impervious surface area, involving hazardous chemicals or materials, having potential to contaminate groundwater, or requiring significant consumption of groundwater beyond the City's adopted level of service.

Policy FLU 5.1.2: Best Management Practices and Standards
Where avoidance of impacts through the limitation of land use activities ~~and minimum open space requirements outlined in Table A-3.1 of the Future Land Use Element Appendix~~ is not feasible~~, including existing single-family platted lots and infill lots or sites within and completely surrounded by existing/built urban areas of the City~~, the City shall require implementation of Best Management Practices and development/redevelopment standards, such as buffering, setbacks and open space standards, that will minimize the impact of land use and development within the Wekiva Springs Overlay Protection District, consistent with Objectives FLU 5.1, and 5.2 and supporting policies applicable to the Wekiva Springs Overlay Protection District.

Policy FLU 5.1.3: Surveys and Studies
The Land Development Regulations shall require the following surveys and studies to be submitted with a subdivision plan or site plan or its functional equivalent to provide an analysis and evaluate the location and presence of most effective recharge areas, karst features, and sensitive natural habitats including Longleaf Pine, Sand Hill, Sand Pine and Xeric Oak Scrub:

a. An analysis of soils, by a professional qualified to determine the location of most effective recharge areas. Unless otherwise provided for by rule of the St. Johns River Water Management District (SJRWMD), most effective recharge areas shall be defined as Type "A" Hydrologic soils described by the National Resources Conservation Service (NRCS) Soil Survey.
b. An analysis of the site, by a professional qualified to determine the location and nature of sinkholes and other karst features of the property, such as stream-to-sink and other direct connections to the aquifer including an analysis to determine the depth of the water table, location of the Floridan Aquifer relative to ground surface and thickness and extent of the bedrock or other confining layers over the aquifer. This analysis may include the use of geophysical surveys, such as microgravity and ground penetrating radar surveys, and may be supplemented with documented locations of sinkholes, light detection and ranging surveys, and aerial photographs. If karst features are determined to exist on site, further analysis may be required to evaluate surface and sub-surface characteristics that provide potential connection to the aquifer, assess the potential for contamination of the aquifer from development, and identify protective solutions to be incorporated into the site design. Such design solutions shall utilize Best Management Practices described in Protecting Florida's Springs Manual – Land Use Planning Strategies and Best Management Practices (November 2002).
c. An analysis of the site by a professional qualified to identify flora and fauna, state and federally listed species, and vegetative habitat types including but not limited to wetlands and sensitive natural habitat defined as Longleaf Pine, Sand Hill, Sand Pine and Xeric Oak Scrub. This analysis shall include field surveys and use of best available information from federal, state, regional, and

local agencies. The site analysis shall also consider ecosystem connectivity in relationship to adjacent properties and surrounding area in coordination with the Florida Fish and Wildlife Conservation Commission and the Florida Department of Environmental Protection.

d. The analysis required above shall be used to characterize on-site soils and determine locations of geologic features including sinkholes, solution pipes, depressions, and depth of soil to lime rock, including karst features like sinkholes with a direct connection to the aquifer and stream-to-sink features that require protection.

Policy FLU 5.1.4: Open Space Requirements

In order to protect natural resources within the Wekiva Springs Overlay Protection District, including but not limited to most effective recharge areas, karst features and sensitive natural habitats, including Longleaf Pine, Sand Hill, Sand Pine, and Xeric Oak Scrub, the City shall require that new development preserve and dedicate open space pursuant to the policies established for the Wekiva Springs Overlay Protection District. Open space shall be connected to the greatest extent possible within the development site and to natural areas or open space within adjacent property in order to provide larger contiguous corridors.

Policy FLU 5.1.5: Open Space Priority and Assignment

Priority for preservation and dedication of open space shall be given to most effective recharge areas, karst features, and sensitive natural habitats including Long Leaf Pine, Sand Hill, Sand Pine and Xeric Oak Scrub vegetative communities. Assignment of open space shall be determined at the time of site plan review to maximize protection of natural resource features and functions. This evaluation shall consider the aforementioned priorities, protection of wildlife habitat, the ability to provide substantial buffering to natural wetlands and water bodies, and the ability to create greenway corridors. Other significant resources, such as natural wetlands and floodplains and other sensitive natural habitats shall be protected consistent with all other objectives and policies of this Comprehensive Plan. Within the Wekiva Springs Overlay Protection District, natural wetland impacts, including the placing or depositing of fill within natural wetlands, shall be prohibited except as necessary to provide for legal ingress or egress to developable upland areas. In such circumstances, structural enhancements may be required to maintain wetland connectivity and natural flow regimes.

Policy FLU 5.1.6: Dedication of Open Space

Natural open space designated as part of a development project shall remain undeveloped and protected in perpetuity through the use of conservation easements, plat restrictions, deed restrictions or similar legal instruments that run with the land and establish the conditions and restrictions on the use of open space areas. The boundaries of the designated open space shall be clearly delineated on project site plans, including recorded plats~~, and marked in the field when larger than one (1) acre to distinguish from areas suitable for development and those open space areas dedicated to stormwater management and/or recreation.~~

Policy FLU 5.1.7: Ownership and Maintenance of Open Space

Ownership and maintenance of open space that is held in group ownership shall be by one or a combination of the following, which shall be designated prior to development.

a. Conservation Agency such as the SJRWMD
b. Non-profit conservation organization or land trust
c. City of Eustis, subject to City approval
d. Homeowners Association providing for binding legal commitments regarding preservation and management

The costs and responsibility of maintaining open space shall be borne by the owner of open space. If not properly maintained, the City may enforce maintenance.

OBJECTIVE FLU 5.2: Conservation Design Standards
All development within the Wekiva Springs Overlay Protection District shall meet the conservation design standards as set forth below as provided for in the Conservation Element:

Policy FLU 5.2.1: Principles of Conservation Design
Within the Wekiva Springs Overlay Protection District, all new development shall be required to implement the following principles of conservation design~~, with the exception of very low density rural residential development that does not exceed one (1) dwelling unit per five (5) acres~~:

a. When clustering dwelling units within a development, the clustering of uses shall be designed to occur in those areas with the lowest priority for preservation.
b. Establishment of natural open space, consistent with Policies FLU 5.1.4 through 5.1.8 and Policies FLU 5.2.1 through 5.2.3, which shall be connected wherever possible and protected by recorded conservation easement, dedicated plat, or similar binding instrument;
c. Protection and enhancement of corridors for wildlife movement in coordination with adjacent properties if applicable;
d. Minimize site disturbance and alteration of terrain through use of design techniques that protect native vegetation and minimize earth movement;
e. Use of Florida Friendly landscaping, and limiting areas requiring irrigation;
f. Design of stormwater systems as natural amenities where possible;
g. Central water and sewer treatment facilities within urban service areas that can be connected to a regional system when available or use of performance-based on-site wastewater treatment systems consistent with the Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water and Natural Groundwater Aquifer Recharge Element;
h. Installation of reclaimed water lines in order to ensure the present or future capability to receive treated reuse water.

Policy FLU 5.2.2: Setback from Karst Features
All development shall be set back from springs, spring runs, sinkholes, and other karst features as shown below. The setback area shall consist of a buffer that excludes development and retains all natural vegetation within the setback area, with the exception of the setback area from subsurface caves and flow corridors.

Development Setbacks

Feature	Minimum setback (feet)
Springs	300
Spring runs	100
Sinkholes, with a direct connection to the aquifer	200, measured from the drainage divide
Other sinkholes	100, measured from the drainage divide
Other karst features with a	200, measured from the

direct connection to the aquifer (swallet or stream-to-sink)	drainage divide

Land uses with a high potential to impact groundwater resources such as mining, landfills, spray-fields, heavy industrial, and intense animal operations will be prohibited within one mile of a springhead and ½ mile of a surface centerline of the cave system.

Land Use Setbacks

Feature	**Minimum setback (feet) for land uses identified as having a high potential to impact groundwater resources.**
Caves (subsurface caves and flow corridors)	½ mile, measured on the surface from the centerline of the cave system
Springhead (vent)	One (1) mile, measured from the springhead in all directions

Policy FLU 5.2.3: Setback Exceptions

Where an existing lot of record as of the effective date of the previous Policy is too small to accommodate the minimum amount of development necessary for the setbacks set forth in Policy FLU 5.2.2, the allowable use may be established provided that the building and associated paved areas are located the maximum distance possible from the karst features, and further provided that a swale and berm are located between the development and the karst feature with a direct connection to the aquifer. The swale and berm shall be designed to direct drainage away from the karst feature.

~~**Policy FLU 5.2.4: Shared Access and Stormwater Facilities**~~

~~Development shall use joint or shared access and stormwater facilities to the maximum extent feasible when it serves to minimize impervious surfaces.~~

~~**Policy FLU 5.2.5: Parking**~~

~~Non-residential development shall use shared parking and pervious pavement to the maximum extent feasible in order to minimize impervious surfaces.~~

Policy FLU 5.2.6: Minimization of Connected Impervious Areas

Design of access, parking lots, sidewalks, buildings, and other impervious surfaces shall minimize connections between impervious surfaces through techniques shown on a site plan such as:

a. ~~a.~~ Development shall use joint or shared access and stormwater facilities to the maximum extent feasible when it serves to minimize impervious surfaces.

b. Non-residential development shall use shared parking and pervious pavement to the maximum extent feasible in order to minimize impervious surfaces.

~~a.~~ Directing flows from roof drains to vegetated areas or to rain barrels or cisterns for reuse of the water;

~~b.~~ ~~b.~~ Directing flows from paved areas to vegetated areas;

c. ~~c.~~ Locating impervious surfaces so that they drain to vegetated buffers or natural areas; and

d. ~~d.~~ Breaking up flow directions from large paved surfaces.

Policy FLU 5.2.7: Use of Pervious Materials

Porous pavement materials, pervious concrete, and pervious asphalt should be used to minimize the amount of impervious surface within new development and redevelopment consistent with code requirements regarding protection of natural systems from contaminants.

Policy FLU 5.2.8: Stormwater Drainage

Drainage for streets and roads within new development shall ~~be through roadside swales and berms whenever possible. Curb and gutter design should not generally be approved, except where safety or other issues exist. Infill and redevelopment within existing urban areas with existing curb and gutter are exempt from these requirements. Where curb and gutter is approved and to the extent feasible, the curb and gutter shall be designed to provide adequate curb cuts to allow run-off to be directed to roadside landscaped swales for infiltration and treatment prior to discharge.~~ be consistent with the St. Johns River Water Management District requirement and the Land Development Regulations.

Policy FLU 5.2.9: Minimization of Site Disturbance

Development shall be designed to minimize site disturbance by limiting clearing to the minimum area necessary to accomplish development through the following:

a. Avoid or minimize the removal of existing native trees and vegetation;

b. Minimize soil compaction by delineating the smallest disturbance area feasible;

c. Use design techniques that limit earth movement and impervious surfaces such as stem-wall construction, reduced pavement widths, and swales; and

d. Maximize disconnection of impervious surfaces to reduce water runoff flows and increase opportunities for infiltration.

Policy FLU 5.2.10: Golf Courses

All golf course siting, design, construction, and management shall implement the prevention, management, and monitoring practices, detailed in the golf course siting, design, and management chapter of the P*rotecting Florida's Springs Manual – Land Use Planning Strategies and Best Management Practices (November 2002)*. These practices are derived from the Audubon International Signature program.

Policy FLU 5.2.11: Landscape Best Management Practices

The following landscaping Best Management Practices shall be instituted to the greatest extent practicable to reduce nitrate loading:

a. Planted turf grass and landscaping within residential lots shall be restricted wherever feasible to minimize the use of fertilization and water for irrigation;

b. Florida Friendly landscaping shall be required wherever feasible; and

c. The City will adopt Land Development Regulations for managing future lawns and landscapes within the Wekiva Springs Overlay Protection Area using the educational guidelines contained in the University of Florida Extension's Florida Yards and Neighborhoods Program, Environmental Landscape Management (ELM) principles and Best Management Practices wherever feasible. Such Land Development Regulations shall include practices that are designed to reduce nitrate infiltration into ground and surface water.

Policy FLU 5.2.12: Protection of Sensitive Natural Habitats

The City shall protect sensitive natural habitat including Longleaf Pine, Sand Hill, Sand Pine, and Xeric Oak Scrub (generally shown on Map #14 and Map #15) within the Wekiva Springs Overlay Protection Area to the greatest extent practicable. The Land Development Regulations shall require a site analysis during the development review process to identify sensitive natural habitat. If such habitat is determined to exist on-site, proposed development shall be required to avoid and protect such areas as much as possible as follows:

a. Design shall be accomplished to maintain sensitive natural upland habitat in functional, clustered and contiguous configurations that maximize use by wildlife (Map #18) and maintain the long-term viability of natural communities. This includes linkages to habitat corridors and greenways where possible.
b. Sensitive natural habitat protected on-site shall require a permanent conservation easement and be incorporated as open space within the subject property.

Policy FLU 5.2.13: Management of Sensitive Natural Habitats

The City may require a management plan for sensitive natural habitat areas greater than two acres in size that are protected as the result of a development project. The management plan shall be prepared at the expense of the developer by a qualified professional biologist and provide for the following:

a. Eventual removal of invasive plants and replanting with Florida Friendly vegetation as necessary;
b. Maintenance of biodiversity, with special emphasis on the protection of listed plant and animal species;
c. Removal of debris, articles, and structures not permitted by the management plan;
d. Conditions for use that are limited to passive recreation; and
e. Any additional measures necessary to protect and maintain the functions and values of the habitat area while ensuring protection from wildfire.

EXHIBIT B FUTURE LAND USE ELEMENT APPENDIX

SECTION FLU A-1: PLAN AMENDMENT STANDARDS OF REVIEW

The City of Eustis Comprehensive Plan is designed to preserve and enhance the public health, safety, and welfare through the management of growth, the provision of adequate public services and the protection of natural resources. These purposes are accomplished by the legislative establishment of goals, objectives, and policies that are designed to guide the future growth and development of lands within the City.

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

This Plan amendment application review and evaluation process will be prepared and presented in a format consistent with the four (4) major categories of Plan policies as follows:

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

B **Natural Resources/Natural Features**: The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Comprehensive Plan. Evaluation of specific features and impacts shall be included in the Land Development Regulations and addressed at time of site plan or subdivision plan consideration.

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

1. Proposed Residential Land Uses. The City shall limit these uses adjacent to incompatible commercial or industrial land uses unless sufficient mitigation, such as buffering and setbacks is provided and available through the Land Development Regulations, which lessens the impact to the proposed residences.

2. Proposed Non-Residential Land Uses. The City shall generally not permit new industrial uses to be located adjacent to existing or planned residentially designated areas.

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

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

AMENDMENTS WITHIN THE WEKIVA SPRINGS OVERLAY PROTECTION DISTRICT

Amendments to the Future Land Use Map (FLUM) within the Wekiva Springs Overlay Protection District shall be required to comply with all applicable policies of this Comprehensive Plan and at time of site plan or subdivision consideration, approval of a development plan shall satisfy the following criteria:

A. Support the development plan with the required studies and surveys in FLU Policy 5.1.3 to document that the development is consistent with protection of groundwater and surface water and natural resources;

B. Support the development plan with a nitrate/nitrogen loading analysis prepared by a professional qualified to use professionally accepted methods that compare the existing land use activity to the proposed future land use activity at build-out if there is no connection to central sanitary sewer. The analysis must demonstrate when all factors are ~~taken into account~~ considered, that there shall be no increase in nitrate/nitrogen loading to groundwater and surface water.

SECTION FLU A-2: ZONING STANDARDS OF REVIEW

The City of Eustis does not have zoning districts. The City of Eustis regulates the specific uses that are permitted and prohibited within each land use district through the City's Land Development Code based on the Future Land Use Map designation and establishes the minimum design standards to be used when developing property through the application of a Design District Overlay. The intent of the land use and design regulations of the Land Development Code is to promote the health, safety, and welfare of the community; to ensure that future growth and development which occurs in Eustis is consistent and compatible with the city comprehensive plan; is compatible with existing and planned development in the City in type, design, and location; is served by adequate public services and facilities; and in all other respects achieves and implements the goals, objectives, and policies of the city as contained in the city comprehensive plan.

SECTION FLU A-3: THE OFFICIAL FUTURE LAND USE MAP

General Application

The City of Eustis Future Land Use Element contains the Official Future Land Use Map. This map depicts a land use classification system which defines the location and range of permitted uses in each classification, the range of permitted densities and/or intensities of use, and other data necessary to comply with minimum State requirements. The Future Land Use Classifications set forth the potential uses of property in the context of the lawful planning horizon and provide for a wide array of density or intensity of use within each land use classification. A property owner is not necessarily entitled to the most potentially dense or intense uses permitted within a land use classification. In some cases, the compatibility standards in the Land Development Regulations may result in an actual project density less than the maximum permitted by the Comprehensive Plan. The Future Land Use Map does not guarantee that maximum densities will be achieved in all cases and does not serve as a substitute density limit in place of any other regulations that would place further restrictions and/or limitations on the development density of a parcel.

The official Future Land Use Map depicts the following land use classifications, map symbols, and the identification of designations that require urban services.

TABLE A-3.1 FUTURE LAND USE DESIGNATIONS

LAND USE DISTRICT	MAP SYMBOL	Maximum Net Density (Total dwelling units per net acre)	Intensity Range (Floor Area Ratio)	Maximum Impervious Surface (% of net buildable area)
~~Rural Residential~~	~~RR~~	~~1 dwelling unit/acre~~	~~N/A~~	~~20%~~
Suburban Residential	SR	5 dwelling units/acre(2)	N/A	~~45~~0%(4)
Urban Residential	UR	12 dwelling units/acre(2)	N/A	~~45~~0%(4)
Manufactured Home Community	MH	8 dwelling units/acre	N/A	~~55~~0%(4)
General Commercial	GC	N/A	up to 2.5(3)	75%
General Industrial	GI	N/A	up to 2.5(3)	75%
Central Business District	CBD Residential Non-Residential	40 dwelling units/acre (1)	up to 3.0	100%
Residential/Office Transitional	RT Residential Non-Residential	12 dwelling units/acre (2)	up to 2.5(3)	~~45~~0%(4) 75%
Mixed Commercial/ Residential	MCR Residential Non-Residential	12 dwelling units/acre (2)	up to 2.5(3)	~~45~~0%(4) 75%
Mixed Commercial/ Industrial	MCI	N/A	up to 2.5(3)	75%
Public and Institutional	PI	N/A	up to 2.5(3)	75%
~~Agricultural~~	~~AG~~	~~1 dwelling unit/5 acres~~	~~N/A~~	~~20%~~
Conservation	CON	N/A	up to 0.20(3)	10%

Table Footnotes

Generally: Stated densities and intensities will not be achieved in all cases. Compatibility standards and other Land Development Regulations, including those regulating the interaction between land use districts and design districts, as related to each specific site's unique characteristics, will determine actual achievable densities and intensities.

(1) In the Central Business District, the maximum of 40 units per acre is permitted in the portion of the central business district bordered on the west by Bay Street, south by Orange Avenue, east by Center Street and north by Clifford Avenue. The remainder of the Central Business District shall have a base maximum density of 12 du/ac and shall require a conditional use permit to develop up to 40 units per acre. With the implementation of Transfer of Development Rights, maximum density/intensity in the CBD shall be measured district wide versus per site.

LAND USE DISTRICT	MAP SYMBOL	Maximum Net Density (Total dwelling units per net acre)	Intensity Range (Floor Area Ratio)	Maximum Impervious Surface (% of net buildable area)
(2) Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density in these classifications where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent. (3) Allowable intensities incrementally decrease between downtown and outlying areas, and between corridors and neighborhoods, as specified in Section 109-3 of the Land Development Regulations. Higher intensities apply in urban districts, medium intensities in suburban districts and lower intensities in rural districts. Similarly, within those districts, higher intensities apply along corridors and lower intensities in neighborhoods. (4) Maximum impervious surface requirements apply to the development as a whole, when common area is provided. In no case shall individual building lot coverage exceed 80 percent. For more information regarding open space and impervious definitions see the City of Eustis Land Development Regulations, Definitions and Chapter 115, Section 115-4.1				

~~(1)~~

~~For more information regarding open space and impervious definitions see the City of Eustis Land Development Regulations, Definitions and Chapter 115, Section 115-4.1~~

DEFINITIONS OF FUTURE LAND USE DESIGNATIONS

The definitions and uses provided for in each of the following future land use designations are descriptive definitions only.

Residential Districts
~~Rural Residential~~
Suburban Residential
Urban Residential
~~Manufacture~~ Mobile Home Community

~~Rural Residential (RR)~~

~~This designation provides for large lot development near or on the periphery of the Eustis urbanized area. Low density designation is a proven effective means for delaying development until growth can be accommodated in an orderly economical fashion. Mainly, this category is seen as providing a low density estate-type housing environment preferred by a segment of the local population. Principal locations are near East Crooked Lake, Lake Joanna, Lake Yale, and around certain lakes in the eastern portion of the City.~~

~~General Range of Uses: Single-family residential dwelling units, parks, schools, and public and utility services and facilities that are 2 acres or less in size.~~

~~Maximum Density: Residential densities in Rural Residential may not exceed one dwelling unit per net buildable acre. Net Densities of one unit or less per acre are appropriate in areas of steep slope near lakes where soil erosion is a potential problem and in remote locations where provision of urban services is not economically feasible.~~

~~Special Provisions:~~
~~(1) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:~~

~~a. all such housing is attached to foundations as in the case of conventional site-built construction; and~~
~~b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.~~
~~(2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.~~

Suburban Residential (SR)
This designation is provided to accommodate the majority of residential development within the City.

General Range of Uses: This designation is intended to provide for a mix of single family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted.

Maximum Density/Intensity: Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre. The maximum density may be exceeded through an affordable housing density bonus as provided in the Special Provisions below.

Special Provisions:

(1) Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density in the Suburban Residential (SR) classification where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent. A density bonus may also be allowed for energy conservation or green certification as provided for in the LDRs. The combined density bonus for affordable housing and energy conservation/green certification is limited to a total increase of 15%.

(2) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:

a. all such housing is attached to foundations as in the case of conventional site-built construction; and

b. all such housing otherwise meets applicable lot, yard, and related residential

classification as set forth in the Land Development Regulations.

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

Urban Residential (UR)
This designation is intended to provide higher density residential options for the areas near the downtown core of the city.

General Range of Uses: Includes single family detached, patio home, townhouse dwellings, and apartments. Additional uses include adult congregate living facilities (ACLF), other group housing facilities, manufactured residential dwelling units, limited neighborhood commercial uses, parks and recreation facilities, and schools. Public and utility services and facilities that are 2 acres or less in size are also permitted.

Maximum Density: Urban residential densities may be developed at a minimum density of six dwelling units per net buildable acre up to a maximum of 12 dwelling units per net buildable acre, except where existing conditions require a density less than six dwelling units per net buildable acre. The maximum density may be exceeded through an affordable housing density bonus as provided in the Special Provisions below.

Special Provisions:

(1) Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density in the Urban Residential (UR) classification where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent. A density bonus may also be allowed for energy conservation or green certification as provided for in the LDRs. The combined density bonus for affordable housing and energy conservation/green certification is limited to a total increase of 15%.

(2) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:
   a. all such housing is attached to foundations as in the case of conventional site-built construction; and
   b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.

~~Manufactured~~ Mobile Home Community (MH/RV)
This designation applies to specific existing mobile home and recreational vehicle developments which are predominantly located north of Trout Lake. The purpose of this district is to provide for a mobile home urban environment in a rental park where the dwelling unit may or may not be owned by the tenant residing within, provided however, that the real property for the entire mobile home community is under single ownership. No new mobile home or transient recreation vehicle ~~home~~ developments are s~~pecifically provided for~~ contemplated on the Future Land Use Map.

General Range of Uses: Single-family residential dwelling units, multi-family dwelling units, manufactured residential dwelling units, mobile homes, outdoor recreation, and schools. Public and utility services and facilities that are 2 acres or less in size are also permitted.

Maximum Density: Residential densities may not exceed eight dwelling unit per net buildable acre.

Special Provisions:
(1) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:

a. all such housing is attached to foundations as in the case of conventional site-built construction; and
b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.

Commercial Districts

General Commercial (GC)

The GC designation is intended to provide an area consisting of primarily free-standing commercial land uses serving both motorists and local residents.

General Range of Uses: General Commercial may include a variety of free-standing retail and service uses and small strip centers including automotive-oriented uses such as service stations and auto sales as well as outdoor recreation, and schools. Public and utility services and facilities that are 5 acres or less in size are also permitted.

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

Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open

space or conservation easements, with total open space equal to at least 35% of the net buildable area.

Industrial Districts

General Industrial (GI)

This land use designation is provided for those businesses that have one or more objectionable uses such as noise, dust or odor. The purpose of this district is to provide a method whereby industries necessary to the area, but with inherent characteristics which could prove obnoxious or detrimental to a different type of industrial operation, may locate in the most suitable and advantageous spots to minimize inconvenience to the general public. This district also offers greater economy and freedom to the industrial developer by the relaxation of certain standards and screening requirements within the district itself.

General Range of Uses: General Industrial development includes existing industrial development of light-to-heavy nature along the rail line both north and south of downtown. Outdoor recreation, schools, and public and utility services and facilities that are 5 acres or less in size are also permitted.

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

Special Provisions:

(1) New development within GI areas shall continue to be required to:

a. Provide adequate setbacks and buffering from residential areas and public roads;
b. Comply with all federal and state environmental regulations and local performance standards contained in the Land Development Regulations; and
c. Limit effluent discharges to the municipal sewer system to approved pretreated industrial wastes and domestic wastes only.

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

Mixed Use Districts

Central Business District

Residential / Office Transitional

Mixed Commercial / Residential
Mixed Commercial / Industrial

Central Business District (CBD)

This land use designation is designed to support a mixed-use area encompassing downtown Eustis within which a combination of commercial, institutional, office, and residential uses may occur at comparatively high densities.

General Range of Uses: This category accommodates the mix of residential, commercial, light industrial/manufacturing, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted as well as residential uses found in or otherwise desirable in downtown areas.

Density: The maximum density is 40 du/ net buildable acre where the maximum of 40 units per buildable acre is permitted in the "core area" of the district which is defined as that portion of the central business district bordered on the west by Bay Street, south by Orange Avenue, east by Center Street and north by Clifford Avenue. The remainder of the Central Business District shall be a maximum density of 12 du/ net buildable area unless granted a conditional use permit to develop up to 40 units per net buildable acre. The minimum density within the "core area" of the CBD is 6 du/ net buildable acre except where existing conditions require less than the minimum.

IntensityRange: up to 3.0 FAR subject to restrictions in Section 109-3 of the Land Development Regulations.

Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated CBD. For the mixed land use category CBD, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows:

Commercial/Office: 50% - 80% of total CBD building square footage Residential: 20% - 60% of total CBD building square footage Institutional: 5% - 15% of total CBD building square footage

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

Residential / Office Transitional (RT)

This land use designation applies to older residential areas having residential character, which are located adjacent to non-residential development. The purpose is to provide for establishment of business and professional offices and limited retail and service businesses while maintaining residential character or compatibility. The concept is that many older residences are impacted by traffic or adjacent non-residential uses and are no longer economically viable as dwellings. Allowance of limited commercial use is a means of making these areas more productive while maintaining a residential-type character.

General Range of Uses: This category accommodates residential uses; professional and business offices in certain predominantly residential areas near major traffic arteries and adjacent to commercial areas; outdoor recreation; and schools. Public and utility services and facilities that are 2 acres or less in size are also permitted.

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

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

Mix Requirements: There are proportional requirements or limitations regarding the amount of residential and non-residential uses allowable in an area designated RT on the Future Land Use Map. For the mixed land use category RT, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows:

Residential: 55% - 70% of total RT acreage
Commercial/Office: 30% - 45% of total RT acreage

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

Special Provisions:
(1) Future amendments to designate areas as RT shall be required to be designated near thoroughfares and commercial areas to allow for limited transitional

commercial uses in recognition that these areas are impacted by adjacent commercial use and to provide an economic use of property while maintaining their general residential character by:

a. limiting commercial uses to retail, business and professional offices, group homes, and home occupations as defined in the Land Development Regulations;
b. limiting external lighting and signs to that which would normally be permitted in adjacent residential zoning districts;
c. screening any permitted non-residential use from abutting residential properties by a landscape buffer, in accordance with city requirements;

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

Mixed Commercial / Residential (MCR)

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

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

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

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

Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows:

Residential: 15% - 25% of total MCR acreage
Commercial/Office: 75% - 85% of total MCR acreage

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

applicable criteria set forth herein are met.

Special Provisions:
(1) Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods which meet the following conditions:
a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
b. strip commercial development shall be minimized, including actions that would extend or expand existing strip development;
c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
(2) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

Mixed Commercial / Industrial (MCI)
This land use designation is intended to provide for development of light manufacturing, distribution, corporate office and related commercial and industrial facilities in select high profile locations and in well planned environments.General Range of Uses: Uses include light industry and manufacturing, distribution, corporate office, and related commercial and industrial facilities in select high profile locations and in well- planned environments. Outdoor recreation and schools are permitted as well as public and utility services and facilities that are 5 acres or less in size.

Light industry includes warehousing and wholesale distribution, provided that truck access bays and loading operations are effectively screened from view where necessary, truck traffic does not impact local streets, and hours of operation are compatible with adjacent land uses. Light industry also includes those manufacturing, distribution, and associated activities which do not create any noise, glare, vibration, odor, or waste products which would adversely impact adjacent properties or municipal utility systems, based on performance standards established in the Land Development Regulations.

Maximum Density: Not applicable.

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

Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCI. For the mixed land use category MCI, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows:

Commercial: No more than 20% of total MCI acreage
The composition of mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop all commercially or all industrially, provided that all applicable criteria set forth herein are met.

Special Provisions:
(1) Future amendments to designate areas as MCI may be permitted in undeveloped areas oriented to major highways and other transportation facilities as determined by market demand, and provided that:

a. Mixed Commercial Industrial areas and developments therein will be held to a higher level of community design relative to signage, lighting, landscape materials, and building quality than General Commercial (GC) areas; and
b. Signage and lighting are limited to maintain the generally semi-rural or high-profile image character of these designated areas.

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

Other Districts
Public and Institutional

~~Agricultural~~

Conservation

Public and Institutional (PI)

This land use designation applies to public and quasi-public properties and other facilities that provide a community service.

General Range of Uses: Uses include school, recreation, and public utility properties and other governmental facilities. Cemeteries are also included in this category.

Maximum Density: Not Applicable

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

Regulations.

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

~~**Agricultural (AG)**~~
~~This land use designation is designed to limit the premature spread of urban growth and conversion of productive agricultural lands until such time as urban growth is contiguous and agricultural activities can no longer be economically sustained.~~
~~General Range of Uses: Single-family residential dwelling units, ranching, crop farming including citriculture, silviculture, aquaculture, row crops, and public and utility services and facilities.~~
~~Maximum Density: Residential densities in Agricultural may not exceed one dwelling unit per five net buildable acres except as provided in the Special Provisions below.~~
~~Special Provisions:~~

~~(1) Mineral Resources Extraction. The extraction of mineral resources may be permitted in Agricultural (AG) land use areas, provided that:~~
~~a. compatibility with existing and potential development can be shown in terms of the character, phasing, and buffering of the proposed mineral extraction activities;~~
~~b. compatibility with existing and potential development can be shown in terms of access to the proposed mineral extraction activities;~~
~~c. the activity meets all applicable licenses, regulations, and standards and is permittable by state agencies having jurisdiction; and~~
~~d. excavation, erosion control, and reclamation plans are submitted and provide for the protection of surface and groundwater resources, wetlands, and upland habitat areas (or their mitigation) and for the productive reuse of land after excavation is discontinued.~~

Conservation (CON)
This land use designation provides for lands that have environmental sensitivity and significance with the purpose of preserving natural resources in the community.
General Range of Uses: Development within these areas is limited to interpretative features and related facilities for nature study and enjoyment. These related facilities may include nature trails, needed utility services, and shelters. Outdoor recreation facilities may be permitted in disturbed uplands or other non-environmentally sensitive land within the designation.
Intensity Range: up to 0.20 FAR subject to restrictions in Section 109-3 of the Land Development Regulations.

EXHIBIT C

CONSERVATION
GOALS, OBJECTIVES AND POLICIES

GOAL CON 1: AIR AND WATER RESOURCES

Promote the attainment and preservation of clean air and water in the Eustis Planning Area.

OBJECTIVE CON 1.1: WATER AND AIR QUALITY

To assist federal, state, regional, and county efforts on an ongoing basis to improve water and air quality within prescribed standards and compliance schedules.

Policy CON 1.1.1: Water Quality Permit Requirements

The City shall continue to mandate that applicants meet all applicable permit requirements relating to water quality, including those of the St. Johns River Water Management District and Florida Department of Environmental Protection, as provided for ~~in the land development review procedures in~~ the Land Development Regulations.

Policy CON 1.1.2: Water Quality Program

The City shall, on a continuing basis, participate in discussions with Lake County, the Lake County Water Authority, and the St. Johns River Water Management District leading to the design and implementation of a program to monitor water quality in key lakes in the planning area and the establishment of joint stormwater runoff management and waste disposal guidelines and improvement programs.

Policy CON 1.1.3: Growth Control Programs for Invasive Aquatic Weeds

The City shall continue to participate in discussions with the Lake County Water Authority, the St. Johns River Water Management District, and/or the Florida Department of Environmental Protection leading to design and implementation of programs to control growth of invasive aquatic weeds in local lakes and waterways.

Policy CON 1.1.4: Floodplains

Land development shall not be permitted in the 100-year floodplain unless the following criteria are met:

a. Public wastewater service is provided. Alternatively, on-site waste disposal may be used only where it is permittable by state and local agencies having jurisdiction and where public sewer service is unavailable and is not included in the current five-year Capital Improvements Program;

~~b. Gross residential density is less than two units per acre;~~

~~c.~~b. Public water service is provided;

~~d.~~c. Wetlands and other designated environmentally sensitive resources are not displaced;

~~e.~~d. Impervious surfaces in a development, including road pavement, are limited ~~to 25 percent~~; and

~~f.~~e. There is no net loss of flood storage capacity.

Policy CON 1.1.5: Lakeshore Development Limitations

The Land Development Regulations shall continue to limit development in areas near lake shorelines, as provided for in the Land Development Regulations~~follows:~~

~~Erosion control plans will be required for all subdivisions and building sites in areas within 400 feet from lake shorelines, including provisions for retaining trees and other natural vegetative cover. Ground disturbing activities will be minimized in all cases.~~

~~No net loss of 100-year flood storage area or wetlands function will be permitted.~~

~~On-site waste disposal methods may be permitted in these areas, [but only within the front yard (the yard furthest from the lake)] provided that soil conditions are acceptable (see Policy CON 2.1.1), no practical connection to a public system can be made, and disposal facilities are placed not closer to the mean high water line of a lake than 100 feet. The 100 ft. setback does not apply to lots that do not have sufficient depth to meet the 100 ft. setback and that were platted and recorded as of July 1, 2010, provided that the on-site disposal facility is located as far as possible from the mean high water line in accordance with the other provisions of this policy.~~

~~Subdivisions having more than 10 lots will be required to install dry lines for future connection to a public sewer system where such connection is scheduled or can be made realistically within five years from preliminary plat approval.~~

~~**Policy CON 1.1.6: Public Sewer Service to High Recharge Areas**~~

~~**The city will continue to implement its phased program to provide public sewer service in high recharge areas, in designated wellhead protection areas, and to developed and developing areas within 400 feet of lake shorelines where such service is not presently available, provided that such service extensions are found to be economically feasible or otherwise determined to be necessary to maintain water quality. When service is available in these areas, the city will mandate connection to the public sewer system.**~~

~~**Policy CON 1.1.7: Development Regulation within High Recharge Areas**~~

~~The City shall continue to regulate development within high recharge areas and designated wellhead protection areas of public water supply wellheads as follows:~~

~~a. At a minimum, conform to Rule 62-521, FAC (Wellhead Protection) adopted by the Florida Department of Environmental Protection regarding types of restrictions within designated wellhead protection areas;~~
~~b. Limit impervious surface areas, including roofs and pavement, in high recharge areas and designated wellhead protection areas, except that impervious cover factors may be increased for infill locations in already developed areas of the same or greater intensity; and~~
~~c. On-site waste disposal methods may be used only where permittable by state and local agencies having jurisdiction and where public sewer service is unavailable and is not included in the current five-year Capital Improvements Program.~~

~~High recharge areas are generally identified in Map #12 and Designated Wellhead Protection Areas are generally those set forth in Map #5. Specific site information will determine actual applicability.~~

Policy CON 1.1.8: Air Quality

The City shall coordinate with adjacent municipalities and Lake County to comply with or exceed air quality standards established by the Florida Department of Environmental Protection (FDEP), including the following actions:

a. Through the adopted land development regulations and the development review and approval process, regulate uses to prevent adverse impacts to air quality.
b. Through enforcement of building codes, provide proper ventilation and restrict use of hazardous construction materials

in order to promote safe indoor air quality.

Policy CON 1.1.19: Protection and Replanting of Trees

The City shall maintain provisions in the Land Development Regulations for the protection and replanting of trees on public property as natural air pollution filters in the community.

OBJECTIVE CON 1.2: STORMWATER MANAGEMENT

To take actions on a continuing basis to improve local surface water quality through implementation of Best Management Practices and regulations to minimize potential nonpoint pollution sources in accordance with the policies below.

Policy CON 1.2.1: Drainage Program

As provided for in Policy INT 1.3.6., ~~T~~he City ~~shall~~ will ~~participate~~ coordinate with state and local agencies regarding drainage in existing developed areas. ~~on a continuing basis in discussions with Lake County, the Lake County Water Authority, the St. Johns River Water Management District, the Florida Department of Transportation, and others leading to a program which (1) establishes reasonable and effective standards and procedures which can be applied to existing developed areas as a basis for individual or joint improvement programs designed to correct deficiencies and (2) delineates intergovernmental solutions to drainage problems in these areas. Such a program will also address or include:~~

~~a. Determination of those basins, subbasins, and waterbodies in the Eustis area to be included;~~
~~b. Improvement of existing drainage in unincorporated sections of the planning area; and~~
~~Establishment of a system to monitor the quality of discharges into receiving waters using certain pollution indicators.~~

Policy CON 1.2.2: Correction of Existing Drainage Deficiencies

The City will participate, on an ongoing basis, (based on facts and needs determined using the process outlined in Policy CON 1.2.1 above) in the correction of existing drainage deficiencies, including remediation of

surface water pollution from urban runoff, consistent with the requirements of Rule 62-40.420, FAC through the following actions:

a. Establishment of Best Management Practices (BMPs) applicable to existing areas of development and
b. Improvement of facilities as recommended in the 2005 Update to the Master Stormwater Plan and any subsequent updates.

Policy CON 1.2.3: Best Management Practices for Surface Water Quality

The City shall implement Best Management Practices (BMPs) on an ongoing basis to improve surface water quality through the Land Development Regulations and through public improvements as scheduled in the annually updated five-year Capital Improvements Program commensurate with the availability of funds through the stormwater utility, grants from other levels of government, and other sources. Such BMPs, based on recommendations contained in the 2002 Master Stormwater Plan, the 2005 Update, and any subsequent updates shall include, where appropriate:

a. Reverse berms in areas where existing drainage facilities outlet directly into lakes;
b. Dry retention/detention basins for soils with good percolation;
c. Wet retention/detention basins for soils with high water table characteristics and poor percolation;
d. Construction of roadway swales;
e. Exfiltration trenches;
f. Use of wetland systems;
g. Use of grass inlets;
h. Multi-component sedimentation/filtration retention/detention ponds; and
i. Vegetative swales, landscaped bump-outs, and bio-retention systems

Policy CON 1.2.4: Mitigation of Stormwater Impacts

The City shall on a continuing basis implement a phased multi-year program of improvements needed to mitigate existing runoff impacts commensurate with available local, state, and federal funding. The City will aggressively seek outside support in the form of grants from the Florida

Department of Transportation, Florida Department of Environmental Protection, the St. Johns River Water Management District, and the Lake County Water Authority for the implementation of this program.

Policy CON 1.2.5: LOS Standards for New Development

The City shall adopt level of service (LOS) standards principally applicable to new development as follows:

a. Rate of Discharge. The post-development peak rate of discharge shall not exceed predevelopment conditions based on a 50-year, 24-hour storm for areas having positive drainage outfall, and a 100-year, 24-hour storm for areas which do not have positive drainage outfall.
b. Volume of Discharge. The post-development volume of discharge shall not exceed predevelopment conditions based on a 100-year, 24-hour storm for certain drainage basins identified in the 1990 Stormwater Facilities Study. Volumes of discharge for other basins may meet lesser requirements to be determined.
c. Retention/Detention. Minimum on-site retention/detention for pollution abatement purposes shall be as determined by the St. Johns River Water Management District (SJRWMD) per Rule 40C-42, FAC.

Policy CON 1.2.6: Requirements for Water Quality Standards for Stormwater Discharge

The City shall adopt the requirements of Rule 62-25, FAC for water quality standards for stormwater discharge for all new and existing stormwater management systems. As part of this adoption by reference, the City includes the following clarifications and exceptions:

a. The City does not mandate that existing facilities must be retrofitted to meet these standards. Such retrofitting will be accomplished through the funding constraints of the City's stormwater utility and other revenue sources.
b. Stormwater management systems which satisfy the appropriate state or regional regulatory design and performance criteria are deemed to satisfy the stormwater discharge water quality standards.
c. Stormwater management systems that comply with adequate locally or regionally established level of service standards shall also be deemed to satisfy the stormwater discharge water quality standards.
d. The City of Eustis may, at its discretion, allow exemptions to the stormwater management water quality standards to the extent that such appear in state or regional stormwater management water quality laws or regulations.

This policy does not mandate that the City conduct water quality sampling or testing of stormwater discharge receiving waters to implement the standards of the policy.

Policy CON 1.2.7: Provision of Public Sewer Service to Lake Shoreline Areas

The City shall initiate, in accordance with the final rules resulting from the implementation of the Wekiva Parkway and Preservation Act, and continue to implement a phased program to provide public sewer service to developed and developing areas within 400 feet of lake shorelines where such service is not presently available, provided that such service extensions are found to be economically feasible or otherwise determined to be necessary to maintain water quality. When service is available in these areas, the City will mandate connection to the public sewer system.

OBJECTIVE CON 1.3: GROUNDWATER PROTECTION

To continue to protect the integrity of groundwater resources in the community through the implementation of design standards (performance and technical) ~~–~~and operating standards including Best Management Practices (BMPs) regarding water consumption and location of development in relation to high recharge areas and designated wellhead protection areas.

Policy CON 1.3.1: Development Regulation within Wellhead Protection Areas and High Recharge Areas

The City shall continue to regulate development within designated wellhead protection areas of public water supply wellheads and in high recharge areas as follows:

a. At a minimum, conform to Rule 62-521, FAC (Wellhead Protection) adopted by the Florida Department of Environmental Protection regarding types of restrictions within designated wellhead protection areas;
b. Limit impervious surface areas, including roofs and pavement, in high recharge areas and designated wellhead protection areas, except that impervious cover factors may be increased ~~for infill locations in already developed areas of the same or greater intensity~~in areas with central sewer service; and
c. On-site waste disposal methods may be used only where permittable by state and local agencies having jurisdiction and where public sewer service is unavailable and is not included in the current five-year Capital Improvements Program.

High recharge areas are generally identified in Map #12 and Designated Wellhead Protection Areas are generally those set forth in Map #5. Specific site information will determine actual applicability.

~~The general high recharge areas to which this policy will apply are included as a part of the Future Land Use map series in Map #12 Wekiva Study Area: Most Effective Undeveloped Recharge Areas. These areas shall be reviewed with local jurisdictions as a basis for interlocal cooperation and agreements regarding regulation of development of environmentally sensitive lands. Designated wellhead protection areas are generally included as a part of the Future Land Use map series in Map #5 Designated Water Wellhead Protection Areas and accepted by the City of Eustis. Site specific evaluation must verify areas as high recharge or wellhead protection to determine applicability.~~

Policy CON 1.3.2. Public Sewer Service to High Recharge Areas

The city will continue to implement its phased program to provide public sewer service in high recharge areas, and in designated wellhead protection areas, where such service is not presently available, provided that such service extensions are found to be economically feasible or otherwise determined to be necessary to maintain water quality. When service is available in these areas, the city will mandate connection to the public sewer system.

OBJECTIVE CON 1.4: WATER CONSERVATION

To continue to implement water conservation measures to reduce per capita consumption of potable water supplies and depletion of groundwater resources during times of drought, based on the specific policies and timetables set forth below.

Policy CON 1.4.1: Installation of Low Volume Plumbing Fixtures in New and Renovated Buildings

The City shall~~, through the City's Building code,~~ continue to require the installation of low volume plumbing fixtures in new and renovated buildings, consistent with requirements of the State Water Conservation Act (Chapter 553.14, FS).

Policy CON 1.4.2: Leak Detection and Correction Program

The City shall, on an ongoing basis, implement a leak detection and correction program for the City's water system and schedule needed improvements through the annually updated five-year Capital Improvements Program.

Policy CON 1.4.3: Water Conservation Programs

The City shall, on an ongoing basis, cooperate with the St. Johns River Water Management District in implementing educational and regulatory programs related to water conservation, including enforcement of periodic water consumption restrictions.

Policy CON 1.4.4: Water Use Rate Structure

The City shall review local water consumption trends no less frequently than biannually and, as needed, adjust the city's water use rate structure accordingly to maintain per capita consumption at or below previous levels.

Policy CON 1.4.5: Programs for Recycled Non-Potable Water Sources

The City shall continue to expand programs using recycled non-potable water sources for irrigation of public and private properties, including grey water, collected runoff, and treated effluent.

Policy CON 1.4.6 Criteria for Reuse of Stormwater

The City shall~~, by 2015 establish~~ maintain criteria for reuse of stormwater for irrigation purposes and supplementation of reclaimed water.

OBJECTIVE CON 1.5: WEKIVA SPRINGS WATER CONSERVATION/RESOURCES

To conserve water and protect the Wekiva spring system and groundwater and surface water resources of the Wekiva Springs Overlay Protection District.

Policy CON 1.5.1: Landscape Best Management Practices

The City shall require the use of landscaping Best Management Practices as described in *Guidelines for Model Ordinance Language for Protection*

of Water Quality and Quantity Using Florida Friendly Lawns and Landscapes (Florida Department of Environmental Protection, September 2, 2003).

Policy CON 1.5.2: Landscaping at City Facilities

The City shall manage existing and future lawns and landscapes at all City facilities using the educational guidelines contained in the University of Florida Extension's Florida Yards and Neighborhoods Program, Environmental Landscape Management (ELM) principles, and Best Management Practices.

Policy CON 1.5.3: Best Management Practices Education

The City shall continue to coordinate with other local governments to develop and maintain programs to educate and encourage homeowners and private land owners to use Best Management Practices to protect natural habitat and to protect the quality and quantity of surface and groundwater resources within the Wekiva Springs Overlay Protection District.

Policy CON 1.5.4: Landscaping and Lawn Care Certification

The City shall encourage homeowners to be responsible in the application of fertilizers and pesticides, especially within the Wekiva Springs Overlay Protection District.

GOAL CON 2: LAND, VEGETATION, AND WILDLIFE RESOURCES

Protect and conserve environmentally sensitive resources, including soils, wetlands, woodlands, and other resources which provide habitat for endangered, threatened, and rare species of plants and wildlife and other important ecological functions.

OBJECTIVE CON 2.1: SOILS

To prevent soil erosion, on an ongoing basis, by recognizing soil limitations for development and requiring the utilization of Best Management Practices (BMPs).

Policy CON 2.1.1: Use of Septic Systems

The City shall continue to regulate the use of septic systems for on-site waste disposal in accordance with Florida Statutes and the requirements of FAC rule 64E 6. On-site sub-surface waste disposal methods may be used only where permittable by state and local agencies having jurisdiction and where public service is unavailable and not included in the Five-Year Capital Improvements Element at the time of application.

No on-site subsurface waste disposal is permitted in areas having the soil types listed below, except for existing lots-of-record of not less than 25,000 square feet and provided that the on-site disposal method is permittable by state and local agencies having jurisdiction under Florida Statute.

a. Anclote
b. Manatee
c. Iberia
d. Felda
e. Oklawaha
f. Placid
g. Pelham
h. Ocoee
i. Pompano
j. Iberia and Manatee
k. Anclote and Myakka
l. Swamp
m. Placid and Myakka
n. Emeralda
o. Myakka and Placid
p. Fellowship
q. Brighton
r. Montverde

Policy CON 2.1.2: Erosion Prevention

The City shall continue to provide for, in the Land Development Regulations, standards, site plan review procedures, and Best Management Practices to prevent soil erosion and loss during construction on and occupancy of a site, including provisions which address the following:

a. Density and land coverage in areas having highly erodible soils.
b. Time period between site clearance and initiation of construction standards for tree protection and removal;
c. Time period between completion of construction and replanting, sodding, or seeding the site; and
d. Submittal of soil removal and erosion prevention plans for all major subdivisions and developments, as defined in the Land Development Regulations, including procedures for removal of vegetation, temporary soil stockpiling, and soil stabilization.

OBJECTIVE CON 2.2: MINERAL RESOURCES

To promote, on an ongoing basis, the conservation and commercial use of locally available mineral resources in an environmentally acceptable manner.

Policy CON 2.2.1: Extraction of Mineral Resources

The City may permit the extraction of mineral resources ~~in Agricultural (AG) land use areas~~, provided that:

a. Compatibility with existing and potential development can be shown in terms of the character, phasing, and buffering of the proposed mineral extraction activities;
b. Compatibility with existing and potential development can be shown in terms of access to the proposed mineral extraction activities;
c. The activity meets all applicable licenses, regulations, and standards and is permittable by state agencies having jurisdiction; and
d. Excavation, erosion control, and reclamation plans are submitted and provide for the protection of surface and groundwater resources, wetlands, and upland habitat areas (or their mitigation) and for the productive reuse of land after excavation is discontinued.

OBJECTIVE CON 2.3: WETLANDS

To continue to preserve the integrity of locally and regionally significant wetland communities from urban encroachment and degradation through the Land Development Regulations and Best Management Practices.

Policy CON 2.3.1 Wetland Protection

The City shall continue to protect the natural functions provided by wetlands by first directing incompatible uses away from wetlands, and then by requiring conservation easements, setbacks/buffers, and/or mitigation consistent with the Uniform Mitigation Assessment method used by the St. John's River Water Management District.

Policy CON 2.3.2: Wetland Mitigation

The City shall consider wetland alteration with mitigation only as a last resort, and only if the City determines that encroachment in the wetland is the least damaging alternative and no practicable on-site alternative exists. Such mitigation activities should replace similar habitat and function, and shall result in no net loss of wetland functions as determined by SJRWMD. Preservation of upland habitat may be considered in certain instances if deemed appropriate by the City but shall not result in a net loss of wetland functions.

Policy CON 2.3.3: Wetland Encroachment

In determining whether an encroachment in the wetland is the least damaging to the wetland and that no practicable on-site (or when in same ownership, adjacent off-site) alternative exists, the City shall evaluate the following:

a. The land use category according to the Future Land Use Map (FLUM) series of the site and surrounding parcels;
b. Alternative designs which could accomplish the purpose of providing a minimal, reasonable, beneficial use including the encroachment on the wetland of such alternative design;
c. The degree of impact to the wetlands; and
d. The quality of the wetland and the wetland functions being served by the area proposed to be encroached upon.
e. The requirements applied by SJRWMD through the permitting process.

Policy CON 2.3.4: Wetland Buffer

The City shall require, for all natural, protected wetlands, an undisturbed upland buffer consistent with SJRWMD requirements, except where exemptions are established by SJRWMD and the Land Development Regulations. The size of the buffer shall vary in proportion to the ecological value of the adjacent wetland. The wetland classes are as follows:

a. Isolated – on-site wetlands entirely isolated hydrologically from off-site wetlands and not considered waters of the state
b. Non-isolated – on-site wetlands that are connected hydrologically to off-site wetlands, but not through permanently standing water
c. Stream or lake – on-site wetlands which are riparian or otherwise connected to off-site wetlands via permanent bodies of water.

The minimum and average size buffers are as follows:

Type	Average width	Minimum width
Isolated	25 ft.	10 ft.
Non-isolated	35 ft.	15 ft.
Stream/lake	50 ft.	35 ft.

Policy CON 2.3.5 Enforcement

The City shall continue to enforce and apply all special Federal, State, and local provisions that relate to the protection of wetlands and their functions.

OBJECTIVE CON 2.4: WILDLIFE

To protect, on a continuing basis, locally significant habitat for endangered, threatened, and rare species of terrestrial and aquatic animals.

Policy CON 2.4.1: Development Application Requirements

The City shall, on an ongoing basis, require applications for major subdivisions and developments requiring site plan approval to identify locally significant habitat areas potentially impacted by proposed

development and include a plan and procedures for avoiding or mitigating potential impacts. ~~Criteria and requirements will include:~~

~~Use of some Florida Friendly vegetation in landscape plans and limitations on tree removal in accordance with the City's landscape and tree protection regulations and the minimum open space standards set forth under Objective 1.4 of the Recreation and Open Space Element;~~

~~Minimum setbacks for land clearing and building construction activities from high water lines of lakes and waterways; and~~

~~Retention of some native vegetation and open space for habitat maintenance and wildlife corridors, in accordance with policies under Objective 1.4 of the Recreation and Open Space Element.~~

OBJECTIVE CON 2.5: OPEN SPACE/ENVIRONMENTAL PROTECTION

To conserve open space in the Eustis Planning Area for passive recreation use and natural beauty consistent with the Future Land Use and Recreation and Open Space elements.

Policy CON 2.5.1: Required Open Space

The City shall establish minimum open space standards by limiting the amount of impervious coverage for each future land use designation, where applicable, through the Future Land Use Element Appendix.

Policy CON 2.5.2: Reservation and Maintenance of Open Space

The City shall allow clustering of development in subdivisions or developments ~~exceeding 5 acres in size~~ to provide for the reservation and maintenance of common open spaces.

Policy CON 2.5.3: Open Space Maintenance

The City may accept jurisdiction for a dedicated common open space area where it finds the following:

a. Public recreational opportunities are lacking and the site is well located to meet local needs based on adopted levels of service;

b. The site is accessible for both public use and maintenance;
c. Public access to and use of the site will be compatible with the proposed development and surrounding land uses; and
d. Funding can be accommodated within normal budgeting processes and limitations and insurance liabilities are maintained within reasonable limits.

Policy CON 2.5.4: Acquisition of Open Space

The City may acquire open spaces needed to preserve and protect sensitive environmental and historical resources where it determines one or more of the following:

a. The open space is part of a connected system of open spaces and will protect and preserve a sensitive environmental resource designated or delineated in the City or County Conservation Element;
b. Requirements of the Land Development Regulations provide insufficient protection; or
c. Grants are available to help defray acquisition costs.

Policy CON 2.5.5: Protection of Environmentally Sensitive Areas

The City shall, on an ongoing basis, undertake efforts to protect designated environmentally sensitive areas in perpetuity as common open space through conservation easements, deed restrictions, or other means.

Policy CON 2.5.6: Intergovernmental Coordination

The City shall coordinate with Lake County and other jurisdictions to ensure the protection of environmentally sensitive areas that cross jurisdictional boundaries.

OBJECTIVE CON 2.6: LAND ACQUISITION

To support public land acquisition within the Wekiva Springs Overlay Protection District to protect and preserve through acquisition and management most effective recharge areas, karst features, and sensitive natural habitats including Longleaf Pine, Sand Hill, Sand Pine, and Xeric Oak Scrub.

Policy CON 2.6.1: Acquisition Partnerships

The City shall support funding opportunities and partnerships with state agencies and local governments through programs such as the Florida Communities Trust to acquire lands for preservation within the Wekiva Springs Overlay Protection District including, but not limited to, karst features, habitat, corridors for wildlife movement, and most effective recharge areas. Both fee-simple acquisition of environmentally-sensitive land and less-than-fee simple conservation easements should be considered.

Policy CON 2.6.2: Wildlife Corridors and Greenways

The City shall coordinate with pertinent state and regional land acquisition and wildlife agencies to identify natural greenways and wildlife corridors to link public parks, preservation areas, and similar areas for aquifer recharge, conservation and habitat preservation purposes.

GOAL CON 3: EFFICIENT DESIGN FOR THE BUILT ENVIRONMENT

Minimize the effects of urban development on the natural resources of the City, and to the regional environment.

OBJECTIVE CON 3.1: Efficient Design and Sustainable Techniques

To continue to review and update policies, codes and practices to provide guidance for new development to utilize worthwhile sustainable techniques, measures and materials as appropriate.

Policy CON 3.1.1: Incentives for Conservation Certified Projects

The City shall continue to provide incentives for energy efficient development as provided in the Land Development Code as detailed in Policy FLU 1.1.4 ~~and shall review the Land Development Regulations as a part of monitoring the effectiveness of the Comprehensive Plan to determine if there are additional opportunities for development incentives that can be provided for projects that participate in energy efficient development programs.~~

Policy CON 3.1.2: Existing Efficient Design at the Site Planning Scale

As provided for in the Future Land Use Element, ~~T~~the City shall continue to

support and require efficient design concepts as a part of the site plan review and approval process through the City's Land Development Regulations. ~~that:~~

~~Allow a mix of high density and intensity uses on development sites within the Central Business District;~~
~~Reduce fertilizers in urban landscapes through urban-scape requirements;~~
~~Require Florida Friendly Landscaping;~~
~~Encourage and protect the City's connected street network of small streets through the establishment of block standards for urban design districts; and~~
~~Protect water quality.~~

Policy CON 3.1.3 City Projects

The City, in its public development projects, will utilize worthwhile sustainable techniques, measures and materials as appropriate.

EXHIBIT D

ECONOMIC DEVELOPMENT
GOALS, OBJECTIVES AND POLICIES

GOAL ECD 1: ECONOMIC DEVELOPMENT
Promote a healthy and growing local employment and tax base in terms of new job opportunities provided, wages paid and revenues generated.

OBJECTIVE ECD 1.1: TARGET INDUSTRIES
To provide an environment favorable for the development of new target industries within the City.

Policy ECD 1.1.1: **Industrial Development**
The City shall continue to provide locations for industrial development on the Future Land Use Map, consistent with the standards and provisions for each district as defined in the Future Land Use Appendix.

Policy ECD 1.1.2: **Land Development Regulations Standards**
The City shall continue to ensure that Land Development Regulations standards regarding industrial development are contextually appropriate and do not place onerous site standards on new industrial development.

Policy ECD 1.1.3: **Coordination with the ~~Economic Development Commission of Mid-Florida~~Orlando Economic Partnership**
The City shall maintain regular communications with the ~~Economic Development Commission of Mid-Florida~~ Orlando Economic Partnership to promote the Eustis area as a location for industrial development.

Policy ECD 1.1.4: **Coordination with Local Economic Development Organizations**
The City shall maintain regular communications with the ~~WAGES (Work and Gain Economic Self-sufficiency) board serving Lake County~~, Lake Technical College, the Lake County Agency for Economic Prosperity ~~Development Office,~~ and Lake-Sumter State College to ensure that labor force skills and training programs are relevant to local economic development needs and opportunities.

OBJECTIVE ECD 1.2: DOWNTOWN EUSTIS
To promote the continued development and redevelopment of Downtown Eustis, consistent with the adopted ~~City of Eustis~~ Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan.

Policy ECD 1.2.1: **Land Development Regulations Standards**
The City shall ensure that the Land Development Regulations promote investments in the Downtown and do not create significant regulatory impediments to redevelopment and infill projects.

Policy ECD 1.2.2: **Walkability and Beautification**
The City shall continue to pursue projects that enhance the beauty and walkability of the Eustis Downtown through streetscaping projects such as the addition of street trees, sidewalks, bike lanes, on-street parking, improved crosswalks, and Florida Friendly plantings.

Policy ECD 1.2.3: **Land Acquisition**
The City may consider programs for purchasing key downtown parcels for economic development, redevelopment, and/or housing.

Policy ECD 1.2.4: **Downtown Signage**
The City shall maintain a cohesive wayfinding and signage Master Plan for the Downtown area.

OBJECTIVE ECD 1.3: EUSTIS COMMUNITY REDEVELOPMENT AGENCY
To coordinate economic development efforts by the City with the Community Redevelopment Agency.

Policy ECD 1.3.1: **CRA Master Plan**
The City shall consider the specific action items in the Downtown ~~Eustis Master Plan~~ and East Town Community Redevelopment Area 2016 Redevelopment ~~Eustis CRA Master~~ Plan when reviewing applications for redevelopment, site plans, or amendments to the Future Land Use Map within the CRA.

Policy ECD 1.3.2: **CRA Plan Implementation**
The City shall ~~coordinate with the CRA in implementing a CRA Strategic Action Plan joining the needs of the Downtown and eastern portions of the CRA.~~
Incorporate goals and objectives of the Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan into the City's Strategic Plan.

Policy ECD 1.3.3: **Infrastructure Coordination**
The City shall coordinate with the CRA in developing updates to the City's Five-Year Capital Improvements Plan.

EXHIBIT E

HOUSING ELEMENT
GOALS OBJECTIVES AND POLICIES

GOAL HSG 1: SAFE AFFORDABLE SANITARY HOUSING
Promote safe, sanitary, and affordable housing to meet current and projected future needs.

OBJECTIVE: HSG 1.1: ADEQUATE AND AFFORDABLE HOUSING
To provide sufficient land and incentives and take other actions necessary to accommodate and facilitate construction of housing to meet projected demand and to accommodate the needs of the various household types and income groups characteristic of the city and planning area.

Policy HSG 1.1.1: **Future Land Use**
The City shall maintain land use classifications and density criteria to accommodate the varying housing needs of the community, as provided for in the Future Land Use Element Appendix.

Policy HSG 1.1.2: **Land Development Regulations**
The City shall continue to rely upon its Land Development Regulations to promote compact growth and preservation of open space.

Policy HSG 1.1.3: **Future Permit Placement**
The City shall continue to permit placement in residential districts of residential units manufactured off site which otherwise meet all applicable building codes and federal and state regulations and standards.~~, provided that:~~
~~All such housing is attached to foundations as in the case of conventional site-built construction and~~
~~All such housing otherwise meets lot, yard, and related requirements for the residential classification as set forth in the Land Development Regulations.~~

Policy HSG 1.1.4: **Energy Efficiency**
The City shall encourage construction methods, materials, and appliances that minimize energy and water consumption, limit or eliminate the use of toxic materials and reduce waste in housing construction to help reduce the overall cost of home maintenance and operation. As provided for in FLU 1.1.4 ~~T~~the City ~~shall~~ may participate in green residential programs~~, which may include:~~

~~Retrofit for Energy and Environmental Performance program (REEP)~~

~~State Energy and Environment Development program (SEED)~~

~~Federal Weatherization Assistance Program~~

~~Multifamily Housing Energy Efficiency Grant Program~~

~~Leadership in Energy Efficient Design (LEED)~~

~~Energy Star~~

~~Water Star~~

OBJECTIVE HSG 1.2: SUBSTANDARD HOUSING
To eliminate substandard housing within the City while providing relocation assistance to displaced persons.

Policy HSG 1.2.1: **Code Enforcement**
The City shall continue to carry out systematic code enforcement activities to condemn and clear substandard structures which are beyond reasonable rehabilitation, based on the provisions of City Ordinances dealing with unsafe structures and minimum conditions for habitation.

Policy HSG 1.2.2: **City Code Enforcement Displaced Residents**
Where residents are displaced by city code enforcement activities or other local public actions, the City shall assist residents as follows in seeking standard housing in the community:

~~c.~~a. Provide adequate notification of public action to owners and occupants;
~~d.~~b. Maintain an inventory of available assisted and affordable market rate housing and housing providers in the community and advise displaced occupants of same; and
~~e.~~c. Utilize the services of the Eustis Housing Authority, as needed, to help qualify applicants for available housing in the community.

OBJECTIVE HSG 1.3: DISADVANTAGED POPULATIONS
To provide housing opportunities commensurate with identified needs and available resources for individuals and families having physical, economic or other limitations or who require assistance, care, or supervision through the following policies and implementing regulations and programs.

Policy HSG 1.3.1: **Permit Group Homes and Foster Care Facilities**
The City shall continue to permit group homes and foster care facilities in residential areas, and through the Land Development Regulations, provide minimum standards designed to limit impacts to other residential uses~~, including those with respect to:~~

~~Spacing between similar uses as allowed by statute or common practice;~~
~~Signs;~~
~~Off-street parking; and~~
~~Buffering of adjacent residential uses.~~

Policy HSG 1.3.2: **High Density Residential Development**
The City shall continue to allow higher density residential development as one way to reduce per-unit costs.

Policy HSG 1.3.3: **Extremely Low, Low and Moderate Income Housing Funding**
The City shall continue to pursue, directly or through the Eustis Housing Authority and/or agencies of Lake County, available federal and state funds to help meet the projected housing needs of extremely low-, low-, and moderate-income families and elderly households, and permit participation by the city in partnership arrangements with private and non-profit housing providers, including the following programs or their successors:
~~f.~~d. SAIL;
~~g.~~e. Section 8;
~~h.~~f. Rental Rehabilitation;
~~i.~~g. Weatherization; and
~~j.~~h. Section 202.
~~k.~~i. Community Development Block Grants
~~l.~~j. HOPE VI

OBJECTIVE HSG 1.4: NEIGHBORHOOD ENVIRONMENT
To take actions to conserve and rehabilitate standard and deteriorating housing in the community and to improve living conditions in residential neighborhoods.

Policy HSG 1.4.1: **Repair and Upgrade Funding**
The City shall monitor, apply for, and utilize available federal and state funding programs to repair and upgrade residential properties to meet minimum applicable construction and sanitary standards.

Policy HSG 1.4.2: **Housing Conservation**
The City shall consult with federal and state housing agencies to help refine and apply principles and criteria for local housing conservation, code enforcement, and rehabilitation activities, such criteria to consider cost of repair versus economic value and health and safety issues, among others.

OBJECTIVE HSG 1.5: HISTORIC HOUSING
To preserve historically significant housing in the community.

Policy HSG 1.5.1: **Maintain Historic Character**
The City shall maintain or improve the character of designated historic properties and areas by implementing the Historic Preservation Ordinance. ~~means of economic incentives or disincentives which:~~

~~m. Selectively allow non-residential use of existing residential structures, such as provided for in the RT designation in the Future Land Use Element;~~

~~n. Limit building conversions which would alter the character of the property;~~

~~o. Promote infill construction compatible with adjacent properties or the area in general;~~

~~Limit or regulate off-street parking to be compatible with adjacent properties or the area in general.~~

OBJECTIVE HSG 1.6: HOUSING IMPLEMENTATION
To pursue available means, including federal and state grants and its local regulatory authority to implement housing needs and activities.

Policy HSG 1.6.1: **Nonprofit Technical Assistance**
The city shall provide technical assistance to private, nonprofit, and other entities wishing to participate in meeting local housing needs~~, such assistance being related to applications for funds, development permitting, and/or use of Eustis Housing Authority resources and procedures to qualify residents.~~

Policy HSG 1.6.2: **Affordable Housing**
The city shall facilitate provision of infill and affordable housing by making a percentage of the City-owned residential parcels available for residential construction and utilization to Habitat for Humanity and similar not for profit organizations at no cost and to private parties at minimal cost.

OBJECTIVE HSG 1.7: RELOCATION
To provide for the relocation of residents when City actions, such as the acquisition and clearance of property for construction of public facilities, result in the displacement of residents.

~~**Policy HSG 1.7.1: Involuntary Relocation**~~
~~The City shall minimize involuntary relocation by the removal of only those~~

~~units which satisfy one or more of the following criteria:~~
~~p. An imminent health or safety threat to occupants;~~
~~q. Vacant; and~~
~~r. Beyond the reasonable cost of rehabilitation.~~

Policy HSG 1.7.2: **Displacement Compensation**
The City shall compensate owners and occupants according to applicable state requirements and, prior to displacement, assist occupants in seeking standard housing in the community in the manner provided in Policy HSG 1.2.2 of this element.

EXHIBIT F

INTERGOVERNMENTAL COORDINATION
GOALS, OBJECTIVES AND POLICIES

GOAL 1: INTERGOVERNMENTAL COORDINATION
Promote adequate coordination among local governments in the Eustis area and with other public agencies on all matters of mutual interest.

OBJECTIVE INT 1.1: LAND USE AND DEVELOPMENT
To coordinate with adjacent local governments on mutual land use and development issues.

Policy INT 1.1.1: Dispute Resolution Process

The City shall use the dispute resolution process prescribed in Section 186.509, Florida Statutes, if or when conflicts of purpose among jurisdictions cannot be resolved locally.

~~**Policy INT 1.1.2: Joint Process**~~
~~The City shall continue to observe and uphold the requirements of the inter-local agreement executed between the City and Lake County School Board to establish joint processes for collaborative planning and decision-making. The joint processes included in the agreement include:~~
~~s. Population projections;~~
~~t. Public school siting;~~
~~u. The location and extension of public facilities subject to concurrency; and~~
~~v. The siting of facilities with countywide significance, including locally unwanted land uses.~~

Policy INT 1.1.3: Joint Planning Agreement with Lake County
The City shall continue to observe the joint planning area agreement with Lake County. ~~which includes provisions regarding the possibility of joint infrastructure service areas and a statement from the county that it will not encourage the incorporation of any new municipalities within the Eustis Planning Area.~~

Policy INT 1.1.4: Amending the Joint Planning Agreement with Lake County
The City shall amend the joint planning agreement with Lake County as necessary to update the location of public utility facilities.

Policy INT 1.1.5 Level of Service Standards
The City shall continue to coordinate level-of-service standards and the impacts of development proposed in this plan upon adjacent cities, the

county, the region and the State.

OBJECTIVE INT 1.2: TRANSPORTATION
To coordinate with adjacent local governments, the Lake-Sumter MPO and the Florida Department of Transportation on transportation mobility and transportation service issues according to the specific policies listed below.

Policy INT 1.2.1: **Transportation Performance Standards**
The City and County shall ~~take actions to~~ coordinate transportation needs ~~and land use activities, where transportation performance standards adopted by the city are different from those adopted by Lake County~~ for county-maintained roads in unincorporated sections of the Eustis Planning Area.

Policy INT 1.2.2: **Five-Year Work Program**
The City shall continue to meet with the Florida Department of Transportation, Lake County, the Lake-Sumter MPO and adjacent municipal jurisdictions annually to ensure that the FDOT Five-Year Work Program adequately reflects local needs.

Policy INT 1.2.3: **Regional Bicycle and Trails Network**
The City shall coordinate with the Lake-Sumter MPO in implementing the regional bicycle and trails network identified in its 2035 Long-Range Plan and any subsequent updates.

Policy INT 1.2.4: **Regional Mass Transit Systems**
The City shall coordinate with the Lake-Sumter MPO and Lake Xpress in implementing the regional transit systems plan identified in the MPO's 2035 Long Range Plan and any subsequent updates.

Policy INT 1.2.5: **Transportation Impact Fees**
The City shall coordinate with Lake County in implementing a transportation impact fee system to support mobility improvements consistent with the City's vision.

OBJECTIVE INT 1.3: UTILITIES

To continue to coordinate with adjacent local governments and federal, state, and regional agencies on issues related to provision of urban services and conservation and protection of natural resources which supply urban needs including local and regional water supply plans, according to the specific policies listed below:

Policy INT 1.3.1: **Ten-Year Water Supply Plan**
The City will implement the Ten-Year Water Supply Plan Update adopted February 2010; will coordinate with SJRWMD and local governments to identify potable water supply, infrastructure and facility projects; potable water sources; and estimated project costs; and will provide five-year updates within one year of the District's regional water supply plan update.

Policy INT 1.3.2: **Water Management District Coordination**
The City will coordinate with SJRWMD in evaluating alternative sources of providing potable water and will participate in the development of updates to the SJRWMD Water Supply Plan and other initiatives that affect the City.

Policy INT 1.3.3: Water Supply Project Selection
The City will work with other jurisdictions to consider the feasibility of interconnecting alternative water supply facilities and in the evaluation of alternative water supply sources.

Policy INT 1.3.4: **Water Conservation Programs Coordination**
The City shall cooperate with the St. Johns River Water Management District in implementing educational and regulatory programs related to water conservation, including enforcement of periodic water consumption restrictions.

Policy INT 1.3.5 **Interlocal Agreements**
The City shall continue to coordinate with Lake County and other municipalities in water supply planning ~~and shall observe, support and uphold the requirements of the interlocal agreements with Lake County, Mount Dora and other relevant entities for the efficient planning of water resources and services~~.

Policy INT 1.3.6: **Intergovernmental Coordination**
The City shall participate in discussions with Lake County, the Lake County Water Authority, the St. Johns River Water Management District, the Florida Department of Transportation, and others leading to a program which (1) establishes reasonable and effective standards and procedures which can be applied to existing developed areas as a basis for ~~individual or joint improvement~~ programs designed to correct deficiencies and (2) delineates ~~intergovernmental~~ solutions to drainage problems in these areas. Such a program will also address or includes:

a. Determination of those basins, sub-basins, and water bodies in the Eustis area to be included; and
b. ~~Improvement of existing drainage in unincorporated sections of the planning area; and~~

c. Establishment of a system to monitor the quality of discharges into receiving waters using certain pollution indicators.
d. Identification of funding sources; and
e. Establishment of stormwater recharge and supplemental stormwater irrigation to meet the requirements of the Wekiva Parkway and Protection Act; and
f. Coordination and work with area entities toward joint planning agreements to facilitate the planning and implementation of regional projects.

Policy INT 1.3.7: **Mitigating Existing Impacts**
The City shall implement a phased multi-year program of stormwater improvements needed to mitigate existing runoff impacts and remedy existing deficiencies, commensurate with available local, state, and federal funding. The City will aggressively seek outside support in the form of grants from the Florida Department of Transportation, Florida Department of Environmental Protection, the St. Johns River Water Management District, and the Lake County Water Authority for the implementation of this program.

Policy INT 1.3.8: **Disposal Coordination**
The City shall coordinate with Lake County to regulate sources and disposal of hazardous wastes, consistent with federal and state guidelines and requirements, through the Land Development Regulations and collection and disposal activities.

Policy INT 1.3.9: **Used Oil and Battery Collection**
The City shall cooperate with Lake County in implementing its used oil and battery collection programs according to procedures and timetables adopted by Lake County.

OBJECTIVE INT 1.4: NATURAL AND HISTORIC RESOURCES

To coordinate with adjacent local governments and federal, state, and regional agencies on issues related to protection and conservation of local natural and historical resources according to the specific policies listed below.

Policy INT 1.4.1: **Water Quality Requirements**
The land development review procedures in tThe City's Land Development Regulations shall continue to mandate that applicants first meet all address applicable permit requirements relating to water quality, including those of the St. Johns River Water Management District and Florida Department of Environmental Protection.

Policy INT 1.4.3: **Mapping Environmentally Sensitive Lands**

The City shall continue to coordinate with Lake County regarding policies on environmentally sensitive lands~~, as provided for in the Lake County Conservation Element~~. The City's Land Development Regulations ~~shall~~ continue to regulate these areas through one or more of the following approaches:

~~w. Adopt by reference county regulations and procedures relating to matters not covered by city regulations;~~

~~x.~~k. Utilize the general information presented in this element, the Conservation Element, and the Future Land Use Element as a basis for development review; and

~~y.~~l. Require applications for development ~~of specified types and sizes~~within the Wekiva Study Area to include information on these environmental resources, including assessments of impacts and plans for avoidance or mitigation.

Policy INT 1.4.5: **Historical Resources**

The City shall provide ongoing affirmational support to organizations which have an individual or collective interest in preserving the architectural and historical heritage of Eustis.

Policy INT 1.4.6: **National Register of Historic Resources**

~~The City shall first invite comment by the Florida Division of Historical Resources and the City's Historic Review Board before rendering a decision on the application, w~~Where an application for development may involve the removal~~, alteration, or reuse~~ of a historic structure listed on the National Register, the City shall first invite comment by the Florida Trust for Historic Preservation and the City's Historic Preservation Board before rendering a decision on the application..~~.~~

OBJECTIVE INT 1.5: RECREATION AND OPEN SPACE

To coordinate with adjacent local governments and other public providers on issues relating to provision of recreation services and facilities and preservation of open space, according to the specific policies listed below.

Policy INT 1.5.1: **Inventory of Public Water Access Points**

The City shall cooperate with Lake County and the Lake County Water Authority in preparing an inventory of existing public water access points and continue to develop and improve water access facilities in the Eustis

area, including boat ramps, viewing areas, and nature trails. ~~This plan shall identify opportunities on Lake Eustis and other water bodies in the Eustis Planning Area that shall include recommended parking provisions and other access criteria.~~

OBJECTIVE INT 1.6: HOUSING AND REDEVELOPMENT
To coordinate with adjacent local governments and federal and state agencies on issues relating to delivery of affordable housing and urban revitalization and redevelopment, according to the specific policies listed below.

Policy INT 1.6.1: **Coordination with Housing Needs**
As provided for in the Housing Element, t~~T~~he City shall continue to pursue ~~directly or through the Eustis Housing Authority and/or agencies of Lake County,~~ available federal and state funds to help meet the projected housing needs of very low-, low-, and moderate-income families and elderly households~~, and permit participation by the city in partnership arrangements with private and non-profit housing providers, including the following programs or their successors:~~
~~SAIL;~~
~~Section 8;~~
~~Rental Rehabilitation;~~
~~Weatherization; and~~
~~Section 202.~~
~~Community Development Block Grants~~
~~HOPE VI~~

Policy INT 1.6.2: **Consult Federal and State Housing Agencies**
The City shall consult with federal and state housing agencies to help refine and apply principles and criteria for local housing conservation, code enforcement, and rehabilitation activities~~, such criteria to consider cost of repair versus economic value and health and safety issues, among others.~~

~~**OBJECTIVE INT 1.7: PUBLIC SCHOOL FACILITIES**~~
~~To coordinate and fully cooperate with the Lake County School Board as needed to coordinate planning activities and maximize the use of available public facilities.~~

~~**Policy INT 1.7.1:** **Use of School Facilities by the City**~~
~~The City will pursue formalization of existing agreements with the Lake County School Board for the use of school facilities for recreation services and activities. Agreements should establish a level of service ratio to~~

~~determine the maximum allowable use of the facilities for public access to optimize the use of the facilities and to help the City determine its long-term recreation needs.~~

~~**Policy INT 1.7.2: Recreation Facilities for the County**~~
~~The City shall coordinate with the Lake County School Board and Lake County to identify opportunities to integrate recreation facilities at school property into the recreation system for Lake County.~~

~~**Policy INT 1.7.3:** Shared Use Facilities~~
~~The City shall coordinate with the Lake County School Board, Lake County and other governmental units to discuss shared-use opportunities for school facilities to be made available for public meetings and other public use when they are not being used for their primary purpose.~~

OBJECTIVE INT 1.8: PUBLIC SCHOOL FACILITIES
To abide by and enforce the interlocal agreement between the city and school board to require cooperation in terms of population projections and school siting.

Policy INT 1.1.2: Interlocal Agreement
The City shall continue to observe and uphold the requirements of the inter-local agreement executed between the City and Lake County School Board to establish joint processes for collaborative planning and decision-making. The joint processes included in the agreement include:
m. Population projections;
n. Public school siting;
o. The location and extension of public facilities subject to concurrency; and
p. The siting of facilities with countywide significance, including locally unwanted land uses.

Policy INT 1.8.1: Annual Reporting for facilities and population projections
The school board shall provide facilities plans and population projections on an annual basis to ensure that consistency is maintained between the two.

Policy INT 1.8.2: School Board Planning
The School Board shall provide the City with any plans to site schools within the corporate limits or joint planning area.

Policy INT 1.8.3: Land Use Plan Amendments
The City shall provide to the school board all applications for land use plan amendments that have the potential of increasing residential density and

that may affect student enrollment, enrollment projections, or school facilities.

Policy INT 1.8.4: **School Board Member Local Planning Agency**
The City shall allow a member of the school board to sit on the local planning agency and comment on proposals that have the potential to increase density.

Policy INT 1.8.5: **Lake County Educational Concurrency Review Committee**
The City shall take part in the Lake County Educational Concurrency Review Committee established by the County, School Board and municipalities that shall meet at least annually, but more often if needed, as outlined in the Interlocal Agreement between Lake County, Lake County School Board and Municipalities for School Facilities Planning and Siting, and will hear reports and discuss issues concerning school concurrency.

Policy INT 1.8.6: **The Joint Staff School Concurrency Review Group**
The City shall take part in the Joint Staff School Concurrency Review Group, comprised of Staff of the County, Cities, and School Board, that shall meet at least quarterly, as outlined in the Interlocal Agreement between the City and the Lake County School Board, to discuss issues concerning school planning. ~~These issues shall include, but not be limited to, land use, school facilities planning, including such issues as population and student projections, level of service, capacity, development trends, school needs, co-location and joint use opportunities, and ancillary infrastructure improvements needed to support schools and ensure safe student access.~~ The School Board staff shall be responsible for making meeting arrangements.

OBJECTIVE INT 1.9: INTERGOVERNMENTAL COORDINATION WITHIN THE WEKIVA SPRINGS OVERLAY PROTECTION DISTRICT
To coordinate with other local governments located in the Wekiva Springs Overlay Protection District to ensure a consistent approach to springs, springshed, and aquifer protection.

Policy INT 1.9.1: **Cooperation with Local Governments and Agencies**
The City shall coordinate with local governments and regulatory agencies within the Wekiva Springs Overlay Protection District regarding land development regulations, stormwater management, and other matters that impact the springs and springshed.

Policy INT 1.9.2: **Water Resource and Supply Planning**
The City shall pursue joint strategies with the SJRWMD and local governments within the Wekiva Springs Overlay Protection District for protection of water resources through water supply planning, specifically addressing identification and use of alternative water sources. ~~Development shall occur only when adequate water supplies are concurrently available to serve such development without adversely affecting local or regional water sources, or natural systems.~~

Policy INT 1.9.3: **Joint Land Acquisition Strategies**
Where possible, t~~T~~he City shall pursue joint strategies with local governments within the Wekiva Springs Overlay Protection District regarding land acquisition efforts and conservation easements for protection of water resources, environmentally sensitive lands and open spaces.

OBJECTIVE INT 1.10: WASTEWATER TREATMENT COORDINATION
To coordinate with the Department of Health regarding on-site sewerage treatment and disposal systems located in the Wekiva Springs Overlay Protection District to ensure a coordinated approach to the provision of wastewater treatment.

Policy INT 1.10.1: **On-site Sewage Treatment and Disposal Systems**
The City shall coordinate with the county health department regarding the owners of on-site sewerage treatment and disposal systems that will be required to connect to central sewer facilities, and owners of on-site sewerage treatment and disposal systems that will remain, including those that require a department of health permit or permit modification, because of failing systems or systems requiring major repairs.

Policy INT 1.10.2: **Notification of Central Sewer Availability**

The City shall coordinate with providers of public and private sewer systems regarding the process for notification of existing owners of the availability of central sewer facilities.

EXHIBIT G

RECREATION AND OPEN SPACE
GOALS, OBJECTIVES AND POLICIES

GOAL REC 1: OPEN SPACE FOR RECREATIONAL USE
Ensure adequate open space for recreational use by all citizens and conservation of natural amenities.

OBJECTIVE REC 1.1: FACILITIES
To provide recreational facilities in accordance with current and projected demand.

Policy REC 1.1.1: **Recreation Level of Service Standards**
The City's recreation level of service standards reflect minimum land requirements for certain classifications of parks and recreation sites rather than standards for specific types of recreation facilities because of the variable nature of facility needs throughout the community. These level of service standards shall ensure that adequate lands are set aside for active and/or passive recreational use and protection of natural features in developed and developing areas.

Policy REC 1.1.2: **Recreation Level of Service Standards**
The City's recommended recreation level of service standards for certain classes of parks and recreation sites are as follows:

Table 1: Recreation Level of Service Standards

Class	Service Area	Standard
Neighborhood Park	Neighborhood (section of City)	1 acre per 1,000 people
Community Park	Citywide	2 acres per 1,000 people
*Special Use Facility (e.g., boat ramp)	Neighborhood or Citywide	No standard; location, size, and frequency will depend on presence or accessibility of natural resources.

**Can be separate or included in a neighborhood or community park.*

Policy REC 1.1.3: **Neighborhood Parks Improvements**
The City shall use the level of service standards for recreation facilities summarized in Table 1 for planning and developing future parks and recreation sites. Neighborhood parks shall include one or more of the following types of improvements as determined on a case-by-case basis by neighborhood needs and the size and physical characteristics of an individual site:

~~z.~~q. Shuffleboard court;
~~aa.~~r. Basketball court;
~~bb.~~s. Tennis court;
~~cc.~~t. Multi-purpose field;
~~dd.~~u. Picnic area with tables;
~~ee.~~v. Children's play equipment area; and
~~ff.~~w. Open area for passive use.

Community parks may include larger quantities of the facilities in the previous list plus the following facilities as appropriate:

~~gg.~~x. Community building;
~~hh.~~y. Baseball and softball fields;
~~ii.~~z. Swimming pool; and
~~jj.~~aa. Fishing pier.

Policy REC 1.1.4: **Parks and Recreation Funding Program**
The City shall continue to use its long-range program developed prior to 1992 to fund development, operations, and maintenance of the public parks and recreation system.

Policy REC 1.1.5: **Parks Master Plan & Bicycle and Pedestrian Master Plan**
The City shall develop a Parks Master Plan by the year 2035. The City shall develop a City-wide Bicycle and Pedestrian Master Plan by ~~July 2011~~the year 2035. This Master Plan will address local circulation via sidewalks, trails and bikeways to connect the City's downtown, neighborhoods, parks, and environmental features. The plan shall build on the Future Network – Bicycle and Trail Plan illustrated in Transportation Map #12, the Lake-Sumter MPO Greenways and Trail Plan, the Downtown and East Town Community Redevelopment Area Plan~~, and the East CRA Master Plan.~~

Policy REC 1.1.6: **Private Recreation Connections**
The City shall encourage private residential subdivisions to provide bicycle

and pedestrian connections to the City's planned and existing trail system.

Policy REC 1.1.7: Local Recreation Preferences
The City shall make use of citizen surveys or other methods to ensure that the parks and recreation facilities provided by the City reflect the local preferences and needs for such facilities.

OBJECTIVE REC 1.2: ACCESS
To make recreational facilities and important open space resources available to and accessible by the general public, including the physically impaired and economically disadvantaged.

Policy REC 1.2.1: Acquisition of Recreation Sites
The City shall locate and invest primarily in acquiring and developing recreation sites which are accessible by a variety of means of transportation, including automobile, public transit, bicycle, and foot to the largest number of community residents. This will include sites which relate well with the adopted bicycle and sidewalk plans, as well as to major population concentrations.

Policy REC 1.2.2: Access to Recreational Facilities for the Physically Handicapped
The City shall require that new recreational facilities are designed to facilitate access by the physically handicapped.

Policy REC 1.2.3: Special Programs
The City shall continue to implement community recreational programs to serve the economically disadvantaged and physically impaired populations in the Eustis area including special programs for the elderly and school-age populations in existing community buildings and parks. Information on these programs shall be posted in key locations around the community. The City shall seek outside funding support to assist in paying for these programs.

Policy REC 1.2.4: Urban Waterfront Park
The City shall ~~consider public access rights and development of an urban waterfront park along the~~ maintain Ferran Park, the urban waterfront park along the Lake Eustis shoreline to serve as a catalyst for economic growth and revitalization in downtown Eustis.

Policy REC 1.2.5: Water Access Facilities Planning
The City shall cooperate with Lake County and the Lake County Water

Authority in preparing an inventory of existing public water access points and shall continue to develop and improve water access facilities in the Eustis area, including boat ramps, viewing areas, and nature trails. This plan shall identify opportunities on Lake Eustis and other water bodies in the Eustis Planning Area that shall include recommended parking provisions and other access criteria.

Policy REC 1.2.6: **Provision of Bicycle Racks and/or Storage Facilities**
The City shall provide for bicycle racks and/or storage facilities at all recreation sites. Private recreation facilities permitted under the Land Development Regulations shall also meet this criterion.

Policy REC 1.2.7: **Listing and Map of Recreational Sites and Facilities**
The City's Recreation Department shall publish and distribute and/or post a listing and map of recreational sites and facilities, including conditions regarding public access and use, to better inform the local residents of recreational opportunities in the area.

OBJECTIVE REC 1.3: PUBLIC-PRIVATE COORDINATION
To provide for ongoing coordination of public and private resources to meet recreational demands of City residents.

Policy REC 1.3.1: **Opportunities for Joint Public/Private Development and/or Use of Existing and Potential Recreation Facilities**
The City staff shall continue to meet with private providers in the Eustis area and Lake County recreation officials on future opportunities for joint public/private development and/or use of existing and potential recreation facilities, including the nature of any operating arrangements between the public and private sectors.

OBJECTIVE REC 1.4: OPEN SPACE

The City will continue t~~T~~o conserve open space ~~in the Eustis Planning Area~~ for passive recreation use and natural beauty, and acquire open space to protect sensitive environmental resources ~~consistent with the Future Land Use and Conservation elements~~.

~~**Policy REC 1.4.1: Required Open Space**~~

The City shall establish maximum impervious surface percentages for each future land use designation, where applicable, through the Future Land Use Element Appendix and require certain open space standards for specific areas within the Wekiva Study Area.

Policy REC 1.4.2: Clustering of Development in Subdivisions

The City shall allow clustering of development in subdivisions or developments exceeding 5 acres in size to provide for the reservation and maintenance of common open spaces.

Policy REC 1.4.3: Open Space Maintenance

The City may accept jurisdiction for a dedicated common open space area where it finds the following:

e. Public recreational opportunities are lacking and the site is well located to meet local needs based on adopted levels of service;
f. The site is accessible for both public use and maintenance;
g. Public access to and use of the site will be compatible with the proposed development and surrounding land uses; and
h. Funding can be accommodated within normal budgeting processes and limitations and insurance liabilities are maintained within reasonable limits.

Commented [BL1]: Duplicative language; addressed in conservation element.

Policy REC 1.4.4: Acquisition of Open Space

The City may acquire open spaces needed to preserve and protect sensitive environmental and historical resources where it determines one or more of the following:

The open space is part of a connected system of open spaces and will protect and preserve a sensitive environmental resource designated or delineated in the City or County Conservation Element;

Requirements of the Land Development Regulations provide insufficient protection; and

Grants are available to help defray acquisition costs.

Policy REC 1.4.5: City Protection of Environmentally Sensitive Areas

The City shall, on an ongoing basis, undertake efforts to protect all designated environmentally sensitive areas in perpetuity as common open space through conservation easements, deed restrictions, or other means.

EXHIBIT H

TRANSPORTATION
GOALS, OBJECTIVES AND POLICIES

GOAL TRA 1: SYSTEMS FRAMEWORK
Implement a transportation systems framework based upon principles that will:

- **Promote diversified economic development;**
- **Protect and enhance residential neighborhoods;**
- **Ensure adequate services and facilities to serve new and existing development;**
- **Discourage urban sprawl;**
- **Preserve and protect natural resources; and**
- **Respect private property rights.**

OBJECTIVE TRA 1.1: LAND USE AND TRANSPORTATION COORDINATION
To enforce land use, design and transportation policies, standards and regulations that coordinate the existing and future transportation infrastructure with land uses shown in the Future Land Use map exhibit and that encourage development patterns consistent with the City's various design districts.

Policy TRA 1.1.1: **Consistency with Future Land Use Element**
The City shall coordinate the development of new transportation regulations, policies, standards, and plans with the Future Land Use element. The City will also consider both the Transportation Element and the Future Land Use Element when evaluating all development proposals.

Policy TRA 1.1.2: **Transportation and Development Patterns**
To discourage urban sprawl and to maximize the use of existing transportation infrastructure, the City shall implement regulations within the Land Development Code consistent with the development patterns identified in FLU 1.2.4. ~~that encourage a high density mix of uses in specific areas of the City. Those areas are identified in the development patterns of urban, suburban and rural. Each development pattern is further divided into neighborhoods, centers, corridors and districts. The City shall adopt and enforce policies, standards and regulations which relate the design and function of roadways and modes of transportation to the type, size and location of the land uses within each development pattern as prescribed by the City's Land Development Code. The high-density mix of uses is specified for the suburban and urban centers such as the Central Business District where the mobility system supports multiple modes of travel.~~

~~The City's designated land use development patterns are as follows:~~

~~Urban Areas. Urban development pattern areas provide for the highest allowable densities within the City and include the existing Central Business District. The minimum and maximum residential and nonresidential densities within these areas are designed to support transit service. Through the existing Community Redevelopment Agency (CRA), the City provides infrastructure improvements and encourages the accommodation of future growth through redevelopment within the urban area. Pedestrian-oriented land use and transportation improvements shall be required throughout the urban development pattern area and implemented through CRA activities and Land Development Code standards addressing mix of uses, pedestrian facilities, site design, maximum block size, and street connectivity.~~

~~b. Suburban Areas. Suburban development pattern areas rely primarily on a pattern of residential development designed to provide for pedestrian and bicycle connections between neighborhoods and between residential and non-residential land uses. Non-residential uses are located primarily on corridors and within multi-use districts. Pedestrian-oriented development within suburban centers will be achieved through Land Development Code regulations addressing mix of uses, pedestrian facilities, site design, block structure requirements, and street connectivity.~~

~~c. Rural Areas. Rural development pattern areas provide for the lowest allowable densities within the City, relying primarily on a pattern of clustered residential development that provides substantive open space that serves to preserve and enhance the rural viewshed and character of the community. Non residential uses are primarily located in centers and may contain a mix of uses.~~

Policy TRA 1.1.3: **Roadway Improvements and Land Use Amendments**
The City shall prohibit the use of new or expanded roadway facilities as sole justification for amendments to the Future Land Use Element where new or expanded development will adversely impact resource/ conservation areas or neighborhoods.

OBJECTIVE TRA 1.2: PROMOTE ECONOMIC DEVELOPMENT
To promote a safe, efficient and livable transportation system that provides for mobility to support the City of Eustis' continued economic development.

Policy TRA 1.2.1: **Right of Way Preservation**
The City shall continue to adopt and enforce policies, standards and regulations which specify the City's right-of-way needs. ~~and building setback standards based on the needs identified in the Downtown Plan, the East CRA Master Plan, and other future plans.~~

Policy TRA 1.2.2: **Dedication of Rights-of-Way**
The City shall continue to require as authorized by law, the dedication of rights-of-way ~~and appropriate building setbacks~~ as conditions of approval for all development proposals and subdivision plats.

Policy TRA 1.2.3: **Identification of Future Enhanced Transit Corridors**
The City shall work with appropriate agencies and entities to evaluate deed reservations, rail rights-of-way, major utility corridors and undeveloped platted road rights-of-way for potential use as future multi-use corridors and ~~make a determination of consistency of~~ determine if these corridors are consistent with other elements of the Plan.

Policy TRA 1.2.4: **Coordinate Transportation with Other Public Facilities**
As part of the process for the acquisition or development of land for public uses, such as, parks, open space, environmental protection or other public purpose, the City shall evaluate the impacts of the proposed project on the future transportation system and the potential for the development of future transportation corridors as a joint use.

OBJECTIVE TRA 1.3 PROTECT AND ENHANCE RESIDENTIAL NEIGHBORHOODS
To develop and maintain an effective, convenient and economically feasible multi-modal transportation system in its neighborhoods that preserves and strengthens the residential quality of life by providing local accessibility for multiple modes, and provides access to neighborhood developments and attractors.

Policy TRA 1.3.1: **Coordination with Future Land Use Element**
The City shall establish and enforce land use, design, and transportation policies, standards and regulations that coordinate the transportation system with the residential and residential-supportive land uses shown on the Future Land Use map exhibit.

Policy TRA 1.3.2: **Discourage Speeding on Residential Streets**
The City shall establish standards for infill and redevelopment projects to discourage high vehicle speeding on adjacent residential streets. This shall be accomplished through appropriate traffic calming methods, such as

gateway treatments, roundabouts, reduced roadway width and turn radii, or other treatments as identified by the City.

Policy TRA 1.3.3: **Travel Between Neighborhoods**
The City shall ensure that existing and new developments are connected wherever feasible by roadways, bicycle and pedestrian systems, and access to transit that encourage travel between neighborhoods without requiring use of the major thoroughfare system.

Policy TRA 1.3.4: **Multimodal Access to Commercial Centers**
The City shall work to establish bicycle and pedestrian systems to provide access to Downtown Eustis and other commercial centers from surrounding residential areas.

OBJECTIVE TRA 1.4: TRANSPORTATION AND ENVIRONMENTAL QUALITY
To support the City's desire to maintain environmental sustainability, conserve energy and natural resources, discourage urban sprawl, and to improve the aesthetic quality of the community through the implementation of the following policies.

Policy TRA1.4.1: **Reducing Travel Demand through Land Use Measures**
The City shall ~~establish and implement policies, standards, and regulations that recommend future development to have land use mix, density and site plan layout/phasing which~~ recognize Future Land Use Element policies that support reduced travel demand, shortened trip lengths, higher internal capture, and balanced trip demand.

Policy TRA 1.4.2: **Promotion of Energy Efficient Vehicles and Alternative Fuel Sources**
The City shall establish policies, standards, and regulations that encourage the use of energy efficient vehicles and enable the development of infrastructure systems to support their use by establishing sites for alternative energy fueling stations. Where appropriate, the City shall acquire energy-efficient vehicles as part of its vehicle fleet for police, fire, and maintenance needs.

Policy TRA 1.4.3: **Travel Demand Management**
The City shall establish policies, standards, and regulations that will result in lower vehicle miles traveled (VMT) through travel demand strategies such as telecommuting, ride-sharing, transit use, and employee guaranteed ride home programs.

Policy TRA 1.4.4: **Promoting Non-Motorized Travel**
The City shall establish and enforce policies, standards and regulations within the City's Land Development Regulations that promote pedestrian and bicycle mobility and access, including standards related to street design and connectivity; ~~; standards on building and site design that~~ accommodate non-motorized travel; the provision of bicycle parking; and bicycle and trail access and connectivity.

Policy TRA 1.4.5: **Roadway Speeds**
To facilitate safe pedestrian movement, the City shall work with Lake County and the Florida Department of Transportation to limit posted speed limits within the City to 45 miles per hour or less.

Policy TRA 1.4.6: **Protecting Natural Resources and Environmental Quality**
In the planning, design and construction of transportation improvements, the City shall consider design techniques to mitigate adverse impacts on natural and environmental resources as well as design and operational techniques which can complement adjacent development and enhance the aesthetic quality of the transportation corridor.

Policy TRA 1.4.7: **Enforcement of Environmental Regulations**
In the planning, design and construction of new transportation facilities, the City shall continue to recognize policies in the Conservation Element. ~~enforce policies, standards and regulations which provide for the protection of wetland areas by requiring documented evidence of an overriding public interest and appropriate mitigation of any unavoidable disturbance of wetland areas as required by environmental regulations.~~

Policy TRA 1.4.8: **Lakeshore Drive Scenic Road**
Lakeshore Drive is hereby designated a scenic road requiring preservation of a two-lane cross section, posting for low-to-moderate travel speeds, limited improvements for bicycle use, and careful regulation of roadside development. The City shall coordinate with Lake County and the Lake-Sumter MPO to establish a consistent functional classification of Urban Local for the Lakeshore Drive/Lake Eustis Drive corridor.

OBJECTIVE TRA 1.5: PROMOTE MULTI-MODAL TRAVEL
To establish and enforce policies, standards, and regulations that promote multi-modal mobility and access throughout the City, including travel by automobile, bicycle, walking, and transit.

Policy TRA 1.5.1: Multi-Modal Connectivity

The City shall preserve existing roadway, sidewalk and bicycle system connections, and restore networks that previously were disconnected, where appropriate. In particular, the City shall encourage future redevelopment and development projects to improve street connectivity by developing new local streets with appropriate sidewalk and bicycle facilities, where feasible. Priority shall be given to those proposed roadway connections identified in the ~~Downtown Plan and East CRA Plan~~Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan..

Policy TRA 1.5.2: Align Roadways to Connect to Stub-outs ~~Stub-outs~~ to Adjacent Parcels

~~The City shall ensure that streets in redevelopment areas are designed with stub-outs to connect to abutting undeveloped lands and/or land with redevelopment potential. Provisions for future connections shall be provided in all directions whether the streets are public or private, except where land is undevelopable~~The City shall continue to require joint connectivity and block structure requirements, including stub-outs to adjacent parcels and roadway alignment as provided for in the Land Development Regulations.

~~**Policy TRA 1.5.3: Align Roadways to Connect to Stub-outs**~~

~~The City shall ensure that new development and redevelopment projects align their roadways to connect with the stub-outs provided by adjacent developments.~~

Policy TRA 1.5.34: Citywide Bicycle and Pedestrian Master Plan

The City shall improve mobility through infrastructure improvements to be included in the citywide Bicycle and Pedestrian Master Plan proposed for completion by 2035 as provided for in the Recreation and Open Space Element. ~~completed in 2011. This Master Plan addresses local circulation via sidewalks, trails, and on-street bikeways to connect the City's downtown, neighborhoods, parks and environmental features. The plan builds on the Future Network Bicycle and Trail Plan illustrated in Transportation Map 12, the Lake-Sumter MPO Greenways and Trails Plan, the Downtown Plan, and the East CRA Master Plan.~~

Policy TRA 1.5.45: Demand Response Transit

The City shall work with Lake County to continue to provide demand-response transit service to cater to the transit dependent populations within

the City.

Policy TRA 1.5.56: **Evaluate Transit Service Options**
The City shall work with Lake County to monitor and evaluate and, as deemed necessary, implement additional mass transit, paratransit and transportation demand management strategies and programs which support the Future Land Use Element, address the special needs of the service population, and increase the efficiency of transit services. Such strategies and programs may include rail services, intra-city trolley, carpools/vanpools, Park-and-Ride, demand response transit service, parking management, express bus services, transfer stations and increased frequency of bus service.

Policy TRA 1.5.76: **Roadway Functional Classification**
The City shall adopt Transportation Map 1 – Roadway Functional Classification System that identifies the existing functional classification for collector and arterial roadways within the City.

Policy TRA 1.5.87: **Orange Avenue Functional Classification**
To further the goals of Eustis in improving multi-modal mobility, the City shall continue working with Lake-Sumter MPO to reclassify Orange Avenue (old SR 44) from an arterial to a collector within the City limits.

Policy TRA 1.5.98: **Constrained Facilities**
All collector and arterial roadways within the City shall be limited to the maximum number of through lanes shown on Transportation Map 10 - Year 2035 Roadway Number of Lanes. Small-scale modifications such as turn lanes may still be provided as warranted.

Policy TRA 1.5.910: **Bicycle and Pedestrian Access to Schools**
In coordination with the Lake County School Board, the City shall work to establish sidewalks, bicycle paths, and/or a network of low-speed neighborhood streets to provide safe and convenient access to all elementary, middle and high schools.

OBJECTIVE TRA 1.6: TRANSPORTATION MOBILITY APPROACH
To support urban infill and redevelopment efforts of the City and to target economic development, job creation, housing, transportation, crime prevention, and neighborhood revitalization and preservation within the City, the City rescinds transportation concurrency for all areas within the City limits .

Policy TRA1.6.1: **Mobility Planning**

The City shall continue to develop integrated land use and transportation planning studies for geographic areas of the city ~~to outline land use, urban design, and transportation strategies that will support multi-modal mobility. This will include implementation of the~~ according to the Future Land Use Element ~~to achieve a higher density mix of uses, developed in a pattern and form that would support multiple modes of travel.~~

Policy TRA 1.6.2: **City Plans that Address Multi-Modal Mobility**

The City shall implement land use and transportation strategies that call for multi-modal mobility within recently completed and adopted city plans, including the ~~City of Eustis Downtown Plan, the City of Eustis East CRA Master Plan, and the revised~~ Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan and Land Development Regulations.

Policy TRA 1.6.3: **Development Review focused on Multi-Modal Mobility**

Through the policies, standards and regulations in the Land Development Regulations, the City shall continue to encourage the provision of multi-modal facilities~~, including new local street connections, sidewalks, transit shelters, bicycle facilities, etc., as part of any development proposals. Such multi-modal facilities will be designed to support the character and requirements of each of the City's development patterns.~~ .

Policy TRA 1.6.4: **Supporting Regional Multi-Modal Plans**

The City shall continue to participate in initiatives to promote regional and local transit, including future expansion plans for LakeXpress, Central Florida Commuter Rail ~~(especially the Orange Blossom Express)~~, and other proposed light rail or bus rapid transit projects (as illustrated in Transportation Map #13, Future Transportation Network-Mass Transit). The City shall continue to participate in the development of the MPO's Long Range Transit Plan and Greenways and Trails Plan, and coordinate with the County and adjacent municipalities in planning for and implementing future bicycle and multi-use trail facilities.

Policy TRA 1.6.5: **Roadway Level of Service Standard**

The City shall adopt a roadway Level of Service standard of E for collector and arterial roadways within the City. The roadway Level of Service shall be measured for daily conditions. In cases where individual roadway segments exceed the Level of Service standard, the available capacity on

parallel corridors within the City shall be included in the evaluation.

Policy TRA 1.6.6: Multi-Modal Transportation Level of Service

The City shall adopt transportation system performance measures to address its multimodal goals for bicycle, pedestrian and transit circulation.

Policy TRA 1.6.7: Refined Roadway Level of Service Analysis Techniques

The City may authorize refined transportation methodologies and techniques to be used in situations where more precise input data and analysis is desired prior to final action associated with development review or transportation infrastructure modifications. Acceptable methodologies and techniques may include, but are not limited to:

- Trip generation studies
- Traffic studies
- Trip characteristics studies
- Travel time/speed/delay studies
- Passer-by and internal trip analysis
- Person trip analysis
- Planning level models
- Traffic operation models
- Intersection analysis
- Corridor/subarea analysis
- Multi-modal analysis

Policy TRA 1.6.8: Multi-Modal Transportation Level of Service Analysis Techniques/Standards

The City shall develop special area plans, as needed, for areas of special concern. When appropriate, the City shall adopt additional or alternative level of service standards and methods of applying levels of service standards that address accessibility for vehicular traffic, pedestrians, cyclists, and transit modes.

OBJECTIVE TRA 1.7: TRANSPORTATION PLANNING COORDINATION

The City shall coordinate its plans with all transportation planning bodies including but not limited to the Florida Department of Transportation, Lake County, East Central Florida Regional Planning Council, and the Lake-Sumter MPO.

Policy TRA 1.7.1: FDOT Five-Year Work Program Coordination

Through the Lake-Sumter MPO, the City shall review on an annual basis

the FDOT Five-Year Work Program to address right-of-way needs, access management and level of service standards.

Policy TRA 1.7.2: **Lake County Transportation Element Coordination**
The City shall review on an annual basis the Transportation Element for Lake County to address right-of-way needs, access management, and level of service standards.

Policy TRA 1.7.3: **City of Tavares and City of Mount Dora Coordination**
The City shall review on an annual basis the Transportation Elements for Tavares and Mount Dora to address right-of-way needs, access management, and level of service standards.

OBJECTIVE TRA 1.8: ACCESS AND CONNECTION TO REGIONAL FACILITIES
To establish and enforce policies, standards, and regulations that recommend access and connection to regional transportation facilities and amenities.

Policy TRA 1.8.1: **Access to Recreational Facilities and Resources**
The City shall work with the County, the MPO, and other adjoining cities, to connect local trails and the sidewalks and bicycle facilities within the City to existing and proposed regional trail facilities and bicycle systems.

Policy TRA 1.8.2: **Access to Community Facilities and Downtown**
The City shall establish policies, standards, and regulations to ensure that residential neighborhoods have reasonable access to the City's community facilities and to Downtown via trails or bicycle facilities, transit service, and street network, as described under the Performance Standards for Goals TRA 2, TRA 3 and TRA 4.

OBJECTIVE TRA 1.9: FUNDING TRANSPORTATION IMPROVEMENTS
To identify multiple sources for funding transportation improvements necessary to support the growth forecasts, goals, objectives and policies of the Future Land Use Element and to provide for a safe, convenient and efficient transportation system.

Policy TRA 1.9.1: **Funding Sources**
The City shall work with the Lake-Sumter MPO, FDOT, Lake County, the Eustis CRA, and private developers in funding and implementing transportation improvements, as described in the policies contained in the Intergovernmental Coordination Element, Objective 1.2, Transportation.

Policy TRA 1.9.2: **Transportation Improvements as part of Development and Redevelopment**
As feasible, the City shall work to implement transportation improvements as part of development and redevelopment within the City through implementation of standards in the Land Development Regulations.

GOAL TRA 2: URBAN DEVELOPMENT PATTERN
Enhance the livability and viability of the urban core area of the City as described by the Urban Development Pattern Area through transportation policies and infrastructure investments that:

- **Prioritize the safety, comfort and convenience of the pedestrian, bicycle and mass transit environments;**
- **Accommodate vehicular circulation in a manner that is responsive to the needs of alternate modes; and**
- **Support the land use goals for the district.**

OBJECTIVE TRA 2.1: URBAN LAND USE AND TRANSPORTATION COORDINATION
To establish and enforce ~~land use, design and transportation~~ policies, standards and regulations that align the existing and future transportation infrastructure with higher density mixed-use development called for in the Urban Development Design District.

Policy TRA 2.1.1: **Promote Land Use Patterns to Support Mass Transit Service**
To promote the viability of existing and planned transit service, the City shall adopt and enforce land use policies, standards and regulations that ~~concentrate employment opportunities and~~ promote high intensity residential-based mixed use developments in Urban Centers. ~~Neighborhood retail, transit service, and other support services shall be permitted and encouraged within the Urban Centers or within convenient walking and bicycling distance from the Centers.~~

Policy TRA 2.1.2: **Promote Shared and Reduced Parking**
~~To encourage the use of other transportation modes, reduce overall traffic demand, and encourage a "park-once" environment, t~~The City shall ~~adopt and~~ continue to enforce policies, standards and regulations that encourage shared parking across development parcels within Urban Centers and Urban Corridors. ~~The City shall, from time to time, evaluate and, as deemed necessary, modify its land use policies, standards and regulations to reduce parking minimum standards for the Urban Development Pattern.~~

~~**Policy TRA 2.1.3: Infrastructure Support for High Density / Intensity Mixed Use Development**~~

~~The City shall provide master stormwater improvements in the Central Business District by collecting and treating stormwater outside of the urban core area so that the density and intensity of redevelopment and infill development can be maximized.~~

OBJECTIVE TRA 2.2 URBAN MULTI-MODAL TRANSPORTATION

To establish and enforce policies, standards, and regulations that promote multi-modal mobility and access throughout the Urban Development Pattern, including travel by automobile, bicycle, walking, and transit.

Policy TRA 2.2.1: Complete Streets

The City shall implement policies, including those standards already within the Land Development Regulations, to address the design and operation of all streets within the Urban Development Pattern for all users, including drivers, bicyclists, transit users, pedestrians of all ages and abilities, business owners and residents. ~~This shall be accomplished through design speeds and other design features (streetscape, traffic calming, on-street parking, etc.) that accommodate safe and comfortable bicycling and walking, and transit operation.~~

Policy TRA 2.2.2: Street Types in Land Development Regulations

The City shall use the Street Types outlined in the Land Development Regulations as a guidance when designing and constructing new street sections within the Urban Development Pattern. ~~and ensure that all future streets are designed holistically, considering the pavement, curbing, bicycle facilities, sidewalks, lighting, signs, front yard setbacks, and building facades.~~

Policy TRA 2.2.3: Street Connectivity

As identified in the Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan~~City's Downtown Plan and East CRA Master Plan~~, the City shall work to restore local street network segments that previously were disconnected and construct new street connections within the Urban Development Pattern. In particular, the City shall implement these street connections through development impact mitigation and as part of capital improvement projects.

~~**Policy TRA 2.2.4: Downtown Eustis Mobility Needs**~~

~~The City shall support the implementation of the City of Eustis Downtown Plan, which identified the following mobility needs for pedestrian, bicycle, vehicular and transit circulation within the Urban Character area:~~

- ~~Bates Avenue connection between Grove Street and Prescott Street~~
- ~~McDonald Avenue connection between Grove Street and Eustis Street~~
- ~~Two-way conversion of Magnolia Avenue and Eustis Street~~
- ~~Pedestrian streetscape improvements for Magnolia Avenue and Eustis Street~~
- ~~Traffic calming on Bay Street and Grove Street to provide safe pedestrian and bicycle accommodations~~
- ~~Downtown wayfinding system for pedestrian and vehicular circulation~~

Policy TRA 2.2.4~~5~~: Downtown and East Town Community Redevelopment Area ~~East CRA~~ Mobility Needs

The City shall support the implementation of the mobility needs identified in the Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan. ~~City of Eustis East CRA Plan, which identified the following mobility needs for pedestrian, bicycle, vehicular and transit circulation within the Urban Character area:~~

~~Realigned intersection of Palmetto Avenue / Kensington Street / Magnolia Avenue~~
~~Neighborhood commercial mixed-use development at Palmetto Avenue and McDonald Avenue~~
~~Pedestrian improvements along McDonald Avenue between Cardinal Street and Palmetto Avenue~~
~~Additional sidewalks and lighting along Bates Avenue~~
~~Neighborhood traffic calming to provide safe pedestrian and bicycle accommodations~~
~~Restored local street network as part of redevelopment~~

Policy TRA 2.2.5~~6~~: Lake-Sumter MPO Long Range Mobility Needs

The City shall support the implementation of the Lake-Sumter MPO Long Range Transportation Plan, ~~which identified the following mobility needs for pedestrian, bicycle, vehicular and transit circulation within the City of Eustis:~~

~~Regional transit system providing connections between downtown Eustis, Lake County and greater Orlando metropolitan area~~
~~Regional north-south pedestrian/bicycle trail connecting Eustis to Tavares and Umatilla~~

Policy TRA 2.2.7: **Lake County Transit Shelter Needs**
The City shall support the implementation of the 2010 Lake County Shelter Placement Site Recommendations Report, as may be amendment~~, which identified transit shelter needs at the following locations:~~

~~Ardice Mall~~
~~Eustis Public Library~~
~~Tall Pines Apartment Complex~~
~~Lake Tech~~

~~**Policy TRA 2.2.8:** **Two-Way Conversion of Bay Street and Grove Street**~~
~~To support safe pedestrian circulation within Downtown Eustis, the City shall continue working with the Florida Department of Transportation and the Lake-Sumter MPO to evaluate the conversion of the one-way sections of Bay Street and Grove Street to two-way operations. The City's adopted Transportation Map #10, Year 2035 Roadway Number of Lanes, shall be amended to reflect the planned two-way conversion.~~

Policy TRA 2.2.9: **Bates Avenue Connection**
To improve circulation within Downtown Eustis and provide a continuous east-west roadway alternative to Orange Avenue, the City shall ~~plan~~ continue to investigate opportunities for the roadway connection for Bates Avenue between Prescott Street and Grove Street. ~~The City's adopted Transportation Map #10, Year 2035 Roadway Number of Lanes, shall be amended to reflect the planned reconnection of Bates Street as a two-lane roadway.~~

Policy TRA 2.2.~~8~~10: **Sidewalk Connectivity**
The City shall work to complete the network of sidewalks along all streets within the Urban Development Pattern, as part of construction of new streets as well as retrofitting of existing streets.

Policy TRA 2.2.11: **Pedestrian-Oriented Development Design**
~~The City shall enforce p~~Provisions in the City's Land Development Regulations ~~that~~ require new developments in Urban Development Patterns to support the highest levels of pedestrian access and mobility. ~~These provisions include standards related to street connectivity, the~~

~~design of "complete streets", and pedestrian-oriented building and site design.~~

OBJECTIVE TRA 2.3: ENCOURAGING URBAN TRANSIT USE
To establish and enforce policies, standards, and regulations that promote transit use within the Urban Development Pattern.

Policy TRA 2.3.1: **Transit-Oriented Density, Diversity, and Design**
The City shall enforce provisions in the Future Land Use Element and the City's Land Development Regulations that encourage development patterns, densities, design, and a mix of uses in the Urban Development Pattern that will support expanded mass transit service in the future.

Policy TRA 2.3.2: **Transit in Urban Development Pattern**
The City shall work with the County, the MPO, and other regional and state agencies to increase transit service within the Urban Development Pattern, in particular encouraging the location of transit stops within the City's Urban Centers and along Urban Corridors.

~~**Policy TRA 2.3.3: Site Design Standards coordinated with Mass Transit and Bicycle/Trail Systems**~~
~~To encourage the use of transit in the Urban Development Pattern, the City shall encourage site and building design for infill and redevelopment projects to be coordinated with transit route and stops, and bicycle and trail systems. Standards may include, but not be limited to, pedestrian access to transit stops, transit vehicle access to buildings, bus pull-offs, transfer centers, shelters, and bicycle parking facilities.~~

OBJECTIVE TRA 2.5: URBAN DEVELOPMENT PATTERN PERFORMANCE STANDARDS
To establish and utilize performance standards for the provision and operation of a multi-modal transportation system (including pedestrian and bicycle facilities, mass transit and paratransit services, the City Road System and the portion of the County Road and State Highway Systems within the City). The performance standards will measure progress toward achieving the multi-modal mobility goals within the Urban Development Pattern.

Policy TRA 2.5.1: **Site and Building Design**
The character of the built environment that frames a street contributes greatly to its walkability. Because of this, ~~the City shall ensure that at the~~

minimum, future development within the Urban Development Pattern shall conform to the City has established the Urban Development Pattern intent and performance standards described in the City's Future Land Use Element and Land Development Regulations. These shall include but not limited to standards that regulate urban building lot types, building envelope standards, building height, parking provisions, setbacks and frontage, urban public space, urban landscape, and general building design standards. The general building design standards include requirements related to public entrance locations, building orientation, building mass and scale, building façade treatments, storefront character, location of pedestrian access and walkways to buildings, among others.

Policy TRA 2.5.2: **Sidewalks**
The City shall ensure through its Land Development Regulations that within the Urban Development Pattern, continuous sidewalks of at least five feet in width are provided on both sides of all public and private streets to the greatest extent practicable.

Policy TRA 2.5.3: **Intersection Design**
The City shall work to ensure that all signalized intersections within the Urban Development Pattern have a protected signal phase for pedestrians on all legs of the intersection. In addition, all signalized intersections shall have striped crosswalks or other crosswalk treatments that would enhance the comfort and safety of pedestrians crossing a street. Crosswalk treatments shall be in compliance with requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

Policy TRA 2.5.4: **Americans with Disabilities Act (ADA)**
The City shall work to ensure that all streets within the Urban Development Pattern conform with the requirements of the ADA, including the provision of handicapped accessibility ramps and provision of handicapped accessible routes from the street to major public entrances of buildings.

Policy TRA 2.5.5: **Block Size and Block Configuration**
As prescribed in the City's Land Development Regulations, blocks within the Urban Development Pattern shall be laid out within an interconnected network of streets. Blocks will be laid out with consideration of natural and environmental features and incorporating these features as an amenity to a development, where protection is required by environmental regulations.

Policy TRA 2.5.6: **Roadway Speeds**
To facilitate safe pedestrian movement, the City shall ensure that all City-maintained streets within the Urban Centers and the Urban Neighborhoods

have a posted speed limit of 25 mph or less.

Policy TRA 2.5.7: **Complete Streets**
~~The City shall ensure that all new "A" streets within the Urban Development Pattern as identified in the Land Development Regulations shall be designed to accommodate pedestrian and bicycle travel. Street section elements shall include sidewalks, on-street parking, planter, travel lane, and bicycle lanes, as appropriate.~~ The Street Types outlined in the Land Development Regulations can serve as a guide for developing new complete streets within the Urban Development Pattern.

Policy TRA 2.5.8: **Trees and Street Furnishings**
Based on the recommendations of the Downtown and East Town Community Redevelopment Area 2016 Redevelopment Plan~~Downtown Plan and the East CRA Plan~~, the City shall work to ensure that all new and existing "A" streets within Urban Centers and Urban Corridors ~~as defined by the Land Development Regulations~~ have basic street furnishings and streetscape amenities, including street trees, pedestrian-scale lighting, seating, and bus stop shelters (where appropriate). ~~The arrangement, location, and type of street trees shall be regulated by provisions within the City's Land Development Regulations.~~

Policy TRA 2.5.9: **Downtown Wayfinding**
To improve circulation for all users, the City shall implement the recommendations of the Wayfinding Plan developed for Downtown Eustis.

Policy TRA 2.5.10: **Pedestrian Destinations**
Through implementation of the policies in the Future Land Use Element, the City shall work to ensure that community-serving destinations are accessible to residents within the Urban Development Pattern. ~~These uses may include retail uses, civic and institutional uses, or one of the park space types referenced in the Land Development Regulations.~~

Policy TRA 2.5.11: **Bicycle Lanes and Multi-use Trails**
As part of the development of the Citywide Bicycle and Pedestrian Master Plan, the City shall work to provide bicycle lanes or multi-use trails accessible to residents within the Urban Development Pattern.

Policy TRA 2.5.12: **Connection to Recreational Amenities**
The City shall ensure that all public recreational amenities such as parks, regional trails, and the Lake Eustis waterfront can be accessed from the Urban Centers via direct pedestrian connection.

Policy TRA 2.5.13: **Bicycle Parking**
The City shall ensure that bicycle parking is required for all new development projects that will be accessed by the public within the Urban Development Pattern. ~~The number of bicycle parking spaces required shall conform to the standards listed in the City's Land Development Regulations.~~

Policy TRA 2.5.14: **Transit Stops and Transit Shelters**
The City shall work with Lake County to ensure that transit stops within Urban Centers and major destinations (hospitals, employment centers, shopping centers and schools) have, as feasible, shelters for transit users that would include bus route/schedule signs, seating, shelter from the elements, and be ADA compliant when required by law.

Policy TRA 2.5.15: **Transit Service Headways**
The City shall work with Lake County to improve transit service within the Urban Development Pattern during peak periods.

Policy TRA 2.5.16: **Transit Service Accessibility**
The City shall work with Lake County to improve transit service to ensure that all residents within the Urban Development Pattern have access to fixed-route transit service.

Policy TRA 2.5.17: **Transit Service Span**
The City shall work with Lake County to expand hours of operation for transit routes serving the City.

Policy TRA 2.5.18: **Transit Serving Major Destinations**
The City shall work with Lake County to ensure that major public gathering venues and destinations are served by a local transit route. These include hospitals, employment centers, shopping centers, and schools.

GOAL TRA 3: SUBURBAN DEVELOPMENT PATTERN
Enhance the livability and viability of neighborhoods and existing commercial corridors as described in the Suburban Development Pattern Area (in Appendix) through transportation policies and infrastructure investments that discourage urban sprawl and:

- **Balance vehicular mobility with the needs for pedestrian, bicycle and mass transit mobility**
- **Preserve and protect existing viable neighborhoods and subdivisions;**
- **Support the land use goals for the district.**

OBJECTIVE TRA 3.1: SUBURBAN LAND USE AND TRANSPORTATION COORDINATION
To establish and enforce ~~land use, design and transportation~~ policies, standards and regulations that align the existing and future transportation infrastructure to support the residential and non-residential uses in distinct patterns arranged in centers, districts, and corridors, as called for in the Suburban Development Pattern.

Policy TRA 3.1.1: **Suburban Centers**
The City shall adopt and enforce ~~land use policies,~~ standards ~~and regulations~~ that encourage the development of Suburban Centers where a system of streets, pedestrian walkways, and driveways support ~~a mix of commercial, office, or multi-family residential uses and~~uses where development occurs at a density and intensity that can be feasible to support fixed-route transit.

Policy TRA 3.1.2: **Suburban Corridors**
The City shall ~~adopt and~~ continue to enforce ~~land use policies,~~ standards, and regulations that provide for adequate vehicular, bicycle, and pedestrian access and mobility to serve Suburban Corridors as well as the adjacent residential neighborhoods.

Policy TRA 3.1.3: **Linking Neighborhoods to Shopping Areas**
The City shall adopt and enforce ~~land use~~ policies, standards, and regulations that provide for multiple street connections and routing options between Suburban Neighborhoods and community-serving commercial areas.

Policy TRA 3.1.4: **Access Management**
The City shall continue to establish and enforce policies, standards and regulations for the management of access points along streets within the Suburban Development Pattern~~, to include the consolidation of multiple driveways within a parcel, sharing of driveways among multiple parcels, and cross-access easements between properties.~~ The implementation of the State Access Management Program and the control of access connections to the State highway system shall be consistent with Chapter 14-96 and 14-97, F.A.C. and the Florida Department of Transportation Access Management Rule and will be coordinated with the Florida Department of Transportation through the City's access permitting process.

Policy TRA 3.1.5: **Promote Shared Parking**
~~To further encourage the use of alternative transportation modes, reduce the traffic demand, and encourage a "park-once" environment, t~~The City shall ~~adopt and~~ continue to enforce policies, standards and regulations that

encourage shared parking among different parcels, through cross-access easements and a connected network of pedestrian walkways along Suburban Corridors and in Suburban Centers.

~~**Policy TRA 3.1.6: Criteria for Designation of New Suburban Centers**~~
~~The City's establishment of new Suburban Centers shall, in part, be based on the City's approval of plans for internal circulation which include, at a minimum, integrated roadway, transit, pedestrian and bikeway systems designed to reduce demand for automobile travel.~~

OBJECTIVE TRA 3.2: SUBURBAN MULTI-MODAL TRANSPORTATION
To establish and enforce policies, standards, and regulations that promote multi-modal mobility and access throughout the Suburban Development Pattern, including travel by automobile, bicycle, walking, and transit.

Policy TRA 3.2.1: Complete Streets
The City shall implement policies, including those standards already within the Land Development Regulations, to address the design and operation of all streets within and between Suburban Centers for safe and comfortable bicycling, walking, and transit operation.

Policy TRA 3.2.2: Street Types in Land Development Code
The City shall use the Street Types outlined in the Land Development Regulations as a guidance when designing and constructing new street sections within the Suburban Development Pattern~~ and ensure that all future streets are designed holistically, considering the pavement, curbing, bicycle facilities, sidewalks, lighting, signs, front yard setbacks, and building facades.~~ .

~~**Policy TRA 3.2.3: Street Connectivity**~~
~~As called for in the City's East CRA Master Plan, the City shall work to restore local street network segments and construct new street connections within the Suburban Development Pattern, as feasible. In particular, the City shall achieve these street connections through development impact mitigation and as part of capital improvement projects.~~

Policy TRA 3.2.4~~6~~: Sidewalk Connectivity
The City shall work to complete the network of sidewalks along all streets within the Suburban Centers, as part of construction of new streets as well as retrofitting of existing streets.

OBJECTIVE TRA 3.3: SUBURBAN DEVELOPMENT PATTERN PERFORMANCE STANDARDS

To establish and utilize performance standards for the provision and operation of a multi-modal transportation system (including pedestrian and bicycle facilities, mass transit and paratransit services, the City Road System and the portion of the County Road and State Highway Systems within the City). The performance standards will measure progress toward achieving the multi-modal mobility goals within the Suburban Development Pattern.

Policy TRA 3.3.1: **Site and Building Design**

The character of the built environment that frames a street contributes greatly to its walkability. Because of this, t~~he City shall ensure that at the minimum, future development within the~~the has established the Suburban Development Pattern s~~hall conform to the intent~~ and performance standards described in the Future Land Use Element and ~~City's~~ Land Development Regulations. ~~These shall include but not be limited to standards that regulate suburban building lot types, setbacks and lot requirements, suburban public space, suburban landscape, building envelope standards, building height, and general building design standards. The general building design standards addressed in the Land Development Regulations include requirements related to public entrance locations, building orientation, building mass and scale, building façade treatments, storefront character, location of pedestrian access and walkways to buildings, among others.~~

Policy TRA 3.3.2: **Sidewalks**

The City shall work to ensure that within the Suburban Development Pattern sidewalks shall be provided on both sides for all streets within Suburban Centers and those streets within one mile of public schools, community centers, parks, and major transit stops.

Policy TRA 3.3.3: **Intersection Design**

The City shall work to ensure that all signalized intersections within Suburban Centers have a protected signal phase for pedestrians on all legs of the intersection. In addition, all signalized intersections shall have striped crosswalks or other crosswalk treatments that would enhance the comfort and safety of pedestrians crossing a street. Crosswalk treatments shall be in compliance with requirements of the MUTCD.

Policy TRA 3.3.4: **Americans with Disabilities Act (ADA)**

The City shall work to ensure that all streets within Suburban Centers

conform with the requirements of the ADA, including the provision of handicapped accessibility ramps and provision of handicapped accessible routes from the street to major public entrances of buildings.

Policy TRA 3.3.5: **Block Size and Block Configuration**
As prescribed in the City's Land Development Regulations, blocks within the Suburban Development Pattern shall be laid out within an interconnected network of streets. ~~Blocks will be laid out with consideration of natural and environmental features and incorporating these features as an amenity to a development, where protection is required by environmental regulations.~~

Policy TRA 3.3.6: **Internal Streets**
The City shall require a connected system of internal streets within new suburban developments ~~larger than five acres~~, per the standards established by the Land Development Regulations. ~~The internal street system shall connect to publicly accessible access roadways of adjacent developments and to the public street system.~~

Policy TRA 3.3.7: **Internal Pedestrian Network**
The City shall require all new suburban developments to provide sidewalks along streets or pedestrian paths that connect primary building entrances to one another and to the public street, adjacent trails, transit stops, parking areas, and to publicly accessible pedestrian walkways of adjacent development.

Policy TRA 3.3.8: **Suburban Landscape Standards and Streetscaping**
The City shall require new suburban developments to conform to the suburban landscape requirements called for by the City's Land Development Regulations~~, specifically requirements related to the landscape buffers along streets in the Suburban Development Pattern~~.

Policy TRA 3.3.9: **Bicycle Lanes and Multi-use Trails**
As part of the development of the Citywide Bicycle and Pedestrian Master Plan, the City shall work to ensure that bicycle lanes or multi-use trails are accessible to residents within the Suburban Development Pattern.

Policy TRA 3.3.10: **Connection to Recreational Amenities**
The City shall work to ensure that all public recreational amenities ~~such as parks, regional trails, and community facilities within the Suburban Development Pattern~~ can be accessed from the Suburban Centers through pedestrian, bicycle, or transit connections.

Policy TRA 3.3.11: **Bicycle Parking**
The City shall ensure that bicycle parking is required for all new development projects that will be accessed by the public within the Suburban Centers. ~~The number of bicycle parking spaces required shall conform to the standards listed in the City's Land Development Regulations.~~

Policy TRA 3.3.12: **Transit Stops and Transit Shelters**
The City shall work with Lake County to ensure that transit stops at major destinations (hospitals, employment centers, shopping centers, and schools) shall have, as feasible, shelters for transit users that would include bus route/schedule signs, bench, shelter from the elements, and be ADA compliant where required by law.

Policy TRA 3.3.13: **Transit Service Headways**
The City shall work with Lake County to improve transit service headways during peak periods at Suburban Centers.

Policy TRA 3.3.14: **Transit Service Accessibility**
The City shall work with Lake County to improve transit service to ensure that all residents within the Suburban Development Pattern have access to fixed-route transit service.

Policy TRA 3.3.15: **Transit Service Span**
The City shall work with Lake County to expand hours of operation for transit routes serving the City.

Policy TRA 3.3.16: **Transit Serving Major Destinations**
The City shall work with Lake County to ensure that all major public gathering venues and destinations are served by a local transit route. These include hospitals, employment centers, shopping centers, and schools.

GOAL TRA 4: RURAL DEVELOPMENT PATTERN
Manage the transportation system for the ~~rural areas of the City as described in the~~ Rural Development Pattern Area through transportation policies and infrastructure investments that:

- ~~Address~~ **Address vehicular circulation and ~~in a manner that preserves and enhances the rural character;~~**
- ~~A~~**allow for safe pedestrian and bicycle circulation ~~in accordance with the rural character;~~**
- ~~**Value and preserve open spaces, agricultural areas, and scenic view sheds; and**~~

- **Support the land use goals for the district.**

OBJECTIVE TRA 4.1: RURAL LAND USE AND TRANSPORTATION COORDINATION
To establish and enforce land use, design and transportation policies, standards and regulations that align the existing and future transportation infrastructure to~~ support clustered residential development that allows for preservation of open space and the rural natural environment, as called for in~~ the Rural Development Pattern.

Policy TRA 4.1.1: **Rural Centers**
The City shall adopt and enforce~~ land use policies,~~ standards and regulations that encourage the development of Rural Centers where a system of streets and pedestrian walkways support ~~neighborhood-serving clusters of commercial uses integrated with other~~ uses ~~that may include office, residential, or open space~~.

Policy TRA 4.1.2: **Rural Corridors**
The City shall adopt and enforce l~~and use policies,~~ standards, and regulations that provide adequate vehicular, bicycle, and pedestrian access and mobility to serve Rural Corridors as well as the adjacent residential neighborhoods. ~~hat encourage new developments to occur in a pattern and intensity that respect and preserve the scenic views and character of a rural corridor.~~

Policy TRA 4.1.3: **Multi-Modal Connectivity Between Development Phases**
The City shall ensure that the street and trail layouts of subsequent phases of residential subdivision developments are coordinated with previous phases to ensure multi-modal connectivity.

~~**Policy TRA 4.1.4:** **Open Space and Street Connectivity**~~
~~The City shall ensure that residential subdivision developments delineate and preserve open space areas that are connected to the maximum extent practicable. The City shall uphold the principle that open space is still considered connected even if separated by a transportation facility that is necessary for overall area street connectivity.~~

~~**OBJECTIVE TRA 4.2: RURAL TRANSPORTATION AND ENVIRONMENTAL QUALITY**~~
~~To establish policies, standards and regulations that support the City's desire to maintain environmental sustainability, conserve energy and natural resources, discourage urban sprawl, and to improve the aesthetic quality of the community through the implementation of the following policies.~~

~~**Policy TRA 4.2.1: Aesthetics and Visual Appearance of Transportation Facilities**~~
~~The City shall promote the aesthetic and visual enhancement of roadways through the standards and in the City's Land Development Regulations. Existing scenic and canopy roadways shall be protected by restricting construction activity within rights-of-way to ensure preservation of canopy trees and vegetation.~~

~~**Policy TRA 4.2.2: Public Access to Natural Features**~~
~~The City shall ensure that to the maximum extent practicable, natural features, scenic vistas, and open space that are adjacent to or part of residential subdivision developments shall be accessible to the public through streets or multi-use trails. The City shall undertake corrective action if the quality of natural features is degraded due to public access.~~

~~**Policy TRA 4.2.3: Cluster Development**~~
~~The City shall enforce policies, standards and regulations that promote the clustering of development to preserve natural features, open space, and the rural character within the Rural Development Pattern.~~

OBJECTIVE TRA 4.32: RURAL DEVELOPMENT PATTERN PERFORMANCE STANDARDS
To establish and utilize performance standards for the provision and operation of a multi-modal transportation system (including pedestrian and bicycle facilities, mass transit and paratransit services, the City Road System and the portion of the County Road and State Highway Systems within the City). The performance standards will measure progress toward achieving the multi-modal mobility goals within the Rural Development Pattern.

Policy TRA 4.3.1: Site and Building Design
The character of the built environment that frames a street contributes greatly to its walkability. Because of this, the ~~City shall ensure that future development within the~~has adopted the Rural Development Pattern ~~shall conform to the intent~~ and performance standards described in the ~~City's~~ Future Land Use Element Land Development Regulations. ~~These shall include but not be limited to standards that regulate rural building lot types, setbacks and lot requirements, buffer requirements, rural public space, building envelope standards, building height, and general building design standards.~~

Policy TRA 4.3.2: Sidewalks
The City shall work to ensure that within the Rural Centers sidewalks shall be provided ~~on at least one side~~ for all streets connecting to public schools, community centers, parks, and transit stops.

Policy TRA 4.3.3: **Intersection Design**
The City shall work to ensure that all signalized intersections within Rural Centers have a protected signal phase for pedestrians on all legs of the intersection. In addition, all signalized intersections shall have striped crosswalks or other crosswalk treatments that would enhance the comfort and safety of pedestrians crossing a street. Crosswalk treatments shall be in compliance with requirements of the MUTCD.

Policy TRA 4.3.4: **Americans with Disabilities Act (ADA)**
The City shall work to ensure that all streets within Rural Centers conform with the requirements of the ADA, including the provision of handicapped accessibility ramps and provision of handicapped accessible routes from the street to major public entrances of buildings.

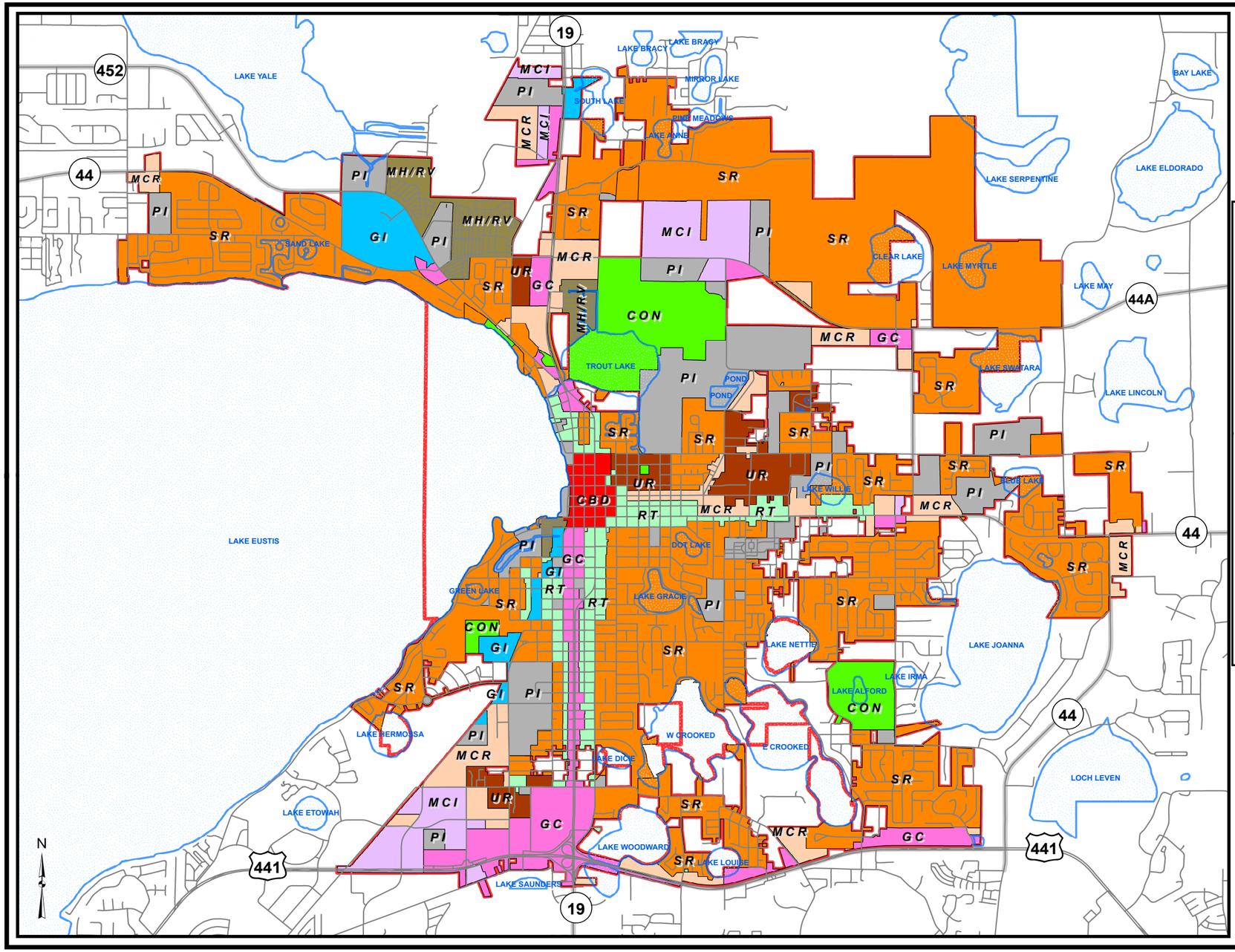
Policy TRA 4.3.5: **Street Types in Land Development Code**
The City shall use the Street Types outlined in the Land Development Regulations as guidance when designing and constructing new street sections within the Rural Development Pattern.

Policy TRA 4.3.6: **Transit in Rural Centers**
The City shall work with Lake County to ensure that fixed-route transit service is provided to Rural Centers as they are developed.

Policy TRA 4.3.7: **Transit Stops**
The City shall work with Lake County to ensure that transit stops are provided for all routes that serve Rural Centers.

City of Eustis
Comprehensive Plan

Map #1
2035 Future Land Use Map



Legend

- CBD- Central Busines DIstrict
- CON- Conservation
- GC- General Commercial
- GI-General Industrial
- MCI- Mixed Commercial/Indusrial
- MCR- Mixed Commercial/Residential
- MH/RV- Mobile Homes/RV
- PI- Public/Instititional
- RT- Residential/Office Transitional
- SR- Suburban Residential
- UR- Urban Residential

Sourse: City Of Eustis

0 0.5 1 Miles

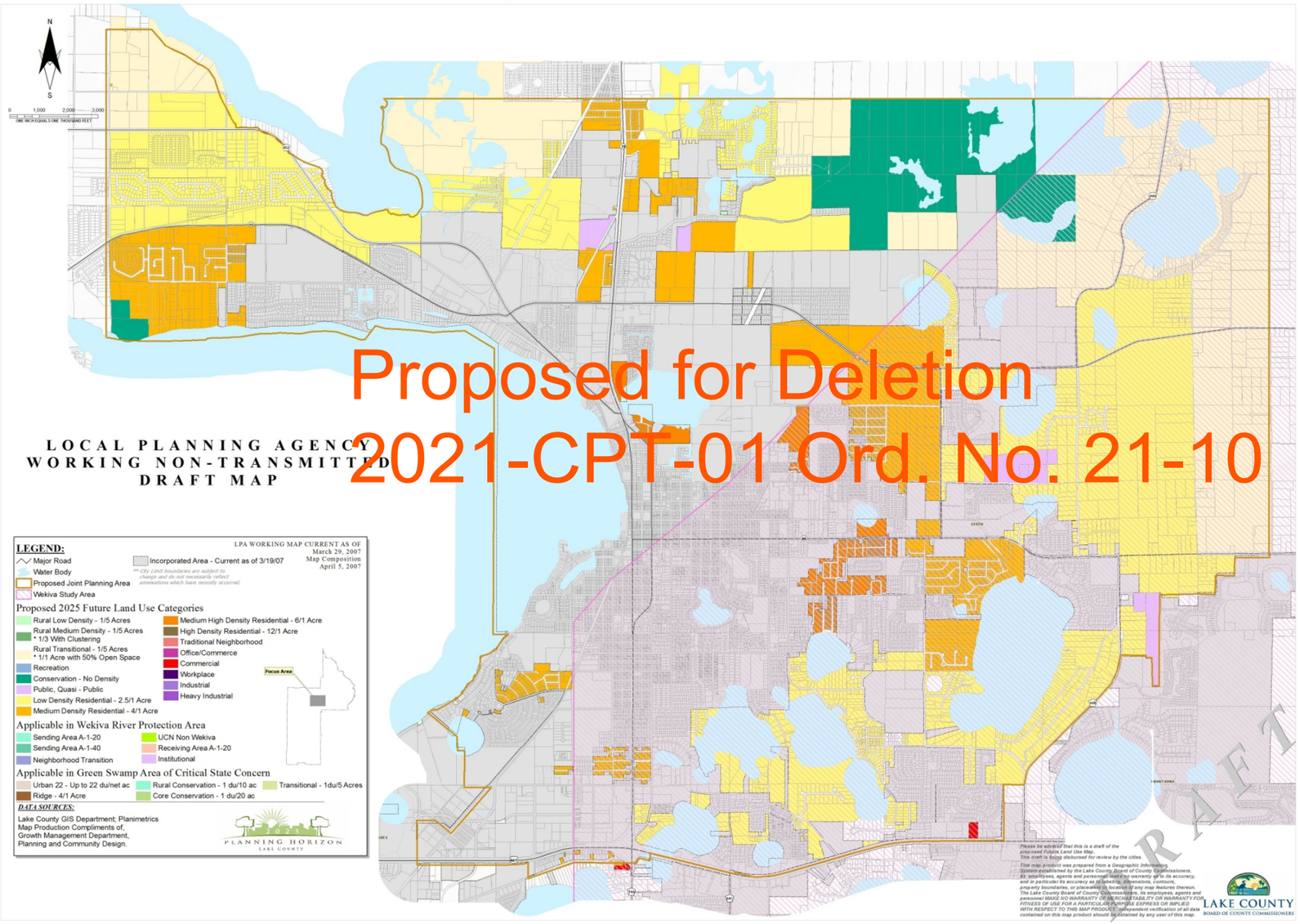
Map Date: April 30, 2021

Proposed for Deletion

2021-CPT-01 Ord. No. 21-10

CITY OF EUSTIS
LAKE COUNTY, FLORIDA

PROPOSED 2025 FUTURE LAND USE
PROPOSED JOINT PLANNING AREA



LOCAL PLANNING AGENCY
WORKING NON-TRANSMITTED
DRAFT MAP

LPA WORKING MAP CURRENT AS OF
March 29, 2007
Map Composition
April 5, 2007

LEGEND:

- Major Road
- Water Body
- Proposed Joint Planning Area
- Wekiva Study Area
- Incorporated Area - Current as of 3/19/07

** City Limit boundaries are subject to change and do not necessarily reflect annexations which have recently occurred.

Proposed 2025 Future Land Use Categories

- Rural Low Density - 1/5 Acres
- Rural Medium Density - 1/5 Acres * 1/3 With Clustering
- Rural Transitional - 1/5 Acres * 1/1 Acre with 50% Open Space
- Recreation
- Conservation - No Density
- Public, Quasi - Public
- Low Density Residential - 2.5/1 Acre
- Medium Density Residential - 4/1 Acre
- Medium High Density Residential - 6/1 Acre
- High Density Residential - 12/1 Acre
- Traditional Neighborhood
- Office/Commerce
- Commercial
- Workplace
- Industrial
- Heavy Industrial

Focus Area

Applicable in Wekiva River Protection Area

- Sending Area A-1-20
- Sending Area A-1-40
- Neighborhood Transition
- UCN Non Wekiva
- Receiving Area A-1-20
- Institutional

Applicable in Green Swamp Area of Critical State Concern

- Urban 22 - Up to 22 du/net ac
- Ridge - 4/1 Acre
- Rural Conservation - 1 du/10 ac
- Core Conservation - 1 du/20 ac
- Transitional - 1du/5 Acres

DATA SOURCES:

Lake County GIS Department; Planimetrics
Map Production Compliments of,
Growth Management Department,
Planning and Community Design.

2025 PLANNING HORIZON LAKE COUNTY

City of Eustis
Comprehensive Plan

Map #19

Eustis-Lake County
Joint Planning Area

Source: City of Eustis

N
W E
S

Map Date: March 10, 2010

EUSTIS

AECOM

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 9, 2021

SUBJECT: ORDINANCE NO. 21-22: COMPREHENSIVE PLAN TEXT AMENDMENT (2021-CPT-02)

Introduction
Ordinance No. 21-22 amends the Future Land Use Element, Future Land Use Element Appendix, Conservation Element, Economic Development Element, Housing Element, Intergovernmental Coordination Element, Recreation and Open Space Element and Transportation Element to reflect the vision of the City Commission as identified in the Strategic Plan and other long-range master plans, provide for municipal densities and intensities, thereby discouraging urban sprawl, improve internal consistency of the Comprehensive Plan Element and consistency with the Land Development Regulations (LDRs), and eliminate duplicative language;; and amends the Future Land Use Map Series.

Recommended Action
The administration recommends approval of Ordinance No. 21-22.

Background
On January 9, 2021 City Commission directed staff to prepare an ordinance for their consideration to address municipal land uses and non-conforming uses in Comprehensive Plan and the Future Land Use Map, including the elimination of Rural Residential, Agricultural and Map 19 Joint Planning Area Map. The City Commission acknowledged other revisions may be forthcoming based on staff review of the plan. On August 5, 2021, the City Commission approved an amended Ordinance 21-10 to provide for the addition of a Property Rights Element to the Comprehensive Plan and continued consideration of other proposed amendments to the September 9, 2021 City Commission meeting.

Proposed Amendments

Future Land Use Element:

1. Eliminated redundant administrative policy provisions, duplicative and redundant language (specificity more appropriate for LDRs), and updated references.

2. Eliminated Map #19 Eustis Lake County Joint Planning Area Map from the Future Land Use Map Series and deleted other references to the map.
3. Clarified Rural Development Pattern.

Future Land Use Element Appendix:

1. Updated impervious surface area maximums for residential development and added footnote for consistency with the Land Development Regulations (LDRs).
2. Added language to accommodate a future Transfer of Development Rights program for the Central Business District.
3. Clarified Mobile Home (MH/RV) land use (mobile home vs manufactured).
4. Eliminated Rural Residential and Agricultural land use designations.

Conservation Element:

1. Eliminated duplicative language and redundant language (specificity more appropriate for LDRs), and added cross references to other Elements.

Economic Development Element:

1. Updated references.

Housing Element:

1. Eliminated duplicative language and redundant language (specificity more appropriate for LDRs), and added cross references to other Elements.

Intergovernmental Coordination Element:

1. Eliminated duplicative language and redundant language (specificity more appropriate for LDRs), and added cross references to other Elements.
2. Eliminated provisions related to financial commitments not clearly in the best interest of the Eustis taxpayers.
3. Eliminated provisions regarding use of school facilities by the City as there is no interest on the part of the LCSB to facilitate shared use.

Recreation and Open Space Element

1. Eliminated duplicative language and redundant language (specificity more appropriate for LDRs), and added cross references to other Elements.
2. Provided that a Parks Master Plan and a Bicycle and Pedestrian Master Plan shall be developed by 2035.

Transportation Element:

1. Eliminated redundant administrative policy provisions, duplicative and redundant language (specificity more appropriate for CRA Redevelopment Plan and LDRs), and updated references.
2. Eliminated policies regarding two-way conversion of Bay St/Grove St.
3. Clarified Rural Development Pattern.

Future Land Use Map Series:

1. Updated 2035 Future Land Use Map
2. Eliminated Map #19 Eustis Lake County Joint Planning Area Map

Alternatives:

1. Approve Ordinance No. 21-22
2. Deny Ordinance No. 21-22

Discussion of Alternatives

Alternative 1 approves Ordinance No. 21-22

Advantages

1. The Comprehensive Plan will be more consistent, internally.
2. The Comprehensive Plan will be more consistent with the vision of the City Commission as identified in the Strategic Plan and other long-range master plans, will discourage urban sprawl, and provide for predictable, fair and cost-effective development decisions.
3. Eustis will no longer be at a competitive disadvantage when compared to other surrounding communities' allowable intensities.
4. The Comprehensive Plan will be more internally consistent eliminating duplicative language.
5. Development would be directed to the municipality, relieving development pressures on unincorporated areas outside of the Eustis Urbanized Area.

Disadvantages

1. Some may have concerns regarding the elimination of Rural Residential and Agriculture, but lower density development can still be proposed under other land use designations and agricultural uses can continue as non-conforming or by conditional use permit.

Alternative 2 denies Ordinance No. 21-22.

Advantages

1. The Commission could consider other modifications to the Comprehensive Plan.

Disadvantages

1. Internal inconsistencies in the Comprehensive Plan and confusion regarding the type of development required to meet the City's vision of being a municipality that provides efficient, cost effective public services would continue.

Community Input

Staff properly advertised the ordinance. The public will have an opportunity to provide input at the September 9, 2021 and November 4, 2021 public hearings.

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

Attachments

Ordinance No. 21-22

Exhibits A – H Redline-Strike Thru of Elements to be Amended

Exhibits A – H Proposed Revisions (Clean Copies)

Exhibit I – Updated 2035 Future Land Use Map

Exhibit J – Map Proposed for Deletion

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 9, 2021

RE: DISCUSSION REGARDING POSSIBLE ANNEXATION LITIGATION AGAINST LAKE COUNTY

Introduction:
A Commissioner has requested that this discussion item be placed on the agenda for consideration by the Commission.

Reviewed by:

Ronald Neibert, City Manager	Approved - 03 Sep 2021
Mary Montez, City Clerk	Approved - 03 Sep 2021