



AGENDA

Regular City Commission Meeting

6:00 PM - Thursday, July 15, 2021 – Community Building, 601 Northshore Dr.

INVOCATION: REV. SKOTT JENSEN, EUSTIS FIRST ASSEMBLY OF GOD

PLEDGE OF ALLEGIANCE: COMMISSIONER LEHEUP-SMITH

CALL TO ORDER

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE
2. APPROVAL OF MINUTES
 - 2.1 July 1, 2021 - Regular City Commission Meeting
[Staff Report #21-0176 - Html](#)
[07-01-2021 CC MIN - For Approval](#)
3. PRESENTATIONS
 - 3.1 Acceptance of Capital Improvement Plan (CIP) FY2022-2026
[Staff Report #21-0177 - Html](#)
[Staff Report - Accept CIP FY2021-22 to FY25-26](#)
4. AUDIENCE TO BE HEARD
5. CONSENT AGENDA
 - 5.1 Disposal of City-Owned Property at 1704 Virginia Avenue
[Staff Report #21-0189 - Html](#)
[Staff Report-Disposal of City Owned Residential Property](#)
[Memorandum of Understanding 1704 Virginia Avenue](#)
[Property Record Card](#)
 - 5.2 Resolution Number 21-32: Eastern WWTF Spray Field Pump Station Improvements Engineering Construction Services
[Staff Report #21-0186 - Html](#)
[Resolution No. 21-32 ver2](#)
 - 5.3 Resolution Number 21-46: Award of bid and approval of purchase in excess of \$50,000 for the Bates Avenue Wastewater Treatment Facility Solids Disposal Process Refurbishment and Rehabilitation
[Staff Report #21-0175 - Html](#)
[Resolution No. 21-46](#)
[Exhibit A, Bid #005-21 from Alfa Laval Inc.](#)
 - 5.4 Resolution Number 21-47: Award of bid and approval of purchase in excess of \$50,000 for the Construction of the Eastern WWTF Spray Field Pump Station Improvements
[Staff Report #21-0187 - Html](#)
[Resolution No. 21-47](#)

- 5.5 Resolution Number 21-48: Annexation Agreement and Developers Agreement to Provide Water Service Outside the City Limits (Apiary Landing)

[Staff Report #21-0188 - Html](#)

[Resolution No. 21-48 Apiary Landing](#)

[Apiary Landing - Annexation Agreement 7-9-21](#)

[Apiary Landing- Developers Agreement 7-9-21](#)

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

SECOND READING

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

[Staff Report #21-0183 - Html](#)

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

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

[Ordinance No. 21-16](#)

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

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

[Staff Report #21-0184 - Html](#)

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

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

[Ordinance No. 21-19](#)

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

FIRST READING

- 6.3 Ordinance Number 21-21: Annual update of the Five-Year Capital Improvement Element of the Comprehensive Plan Fiscal Year 2022-26

[Staff Report #21-0178 - Html](#)

[Staff Report - CIP-CIE Ord 21-21](#)

[Ordinance No. 21-21 CIP Acceptance](#)

7. OTHER BUSINESS

- 7.1 Acceptance of proposed millage rate for FY2021-2022 and date for first public budget hearing

[Staff Report #21-0193 - Html](#)

[Staff Report - Proposed Millage Budget Hearing](#)

- 7.2 Discussion regarding Lake Community Action Agency Lease for 501 North Bay Street

[Staff Report #21-0191 - Html](#)

[Staff Report LCAA Lease Update 7-15-21](#)
[Resolution No. 15-95](#)
[Lake Community Action Agency lease 11-19-2015 Signed](#)

7.3 Discussion of possible purchase of post office property

[Staff Report #21-0194 - Html](#)
[101 E Clifford Property Record Card](#)
[111 E Clifford Property Record Card](#)

8. FUTURE AGENDA ITEMS

9. COMMENTS

9.1 City Commission

9.2 City Manager

9.3 City Attorney

9.4 Mayor

10. ADJOURNMENT

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

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

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



City of Eustis

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

Staff Report

TO: Eustis City Commission
FROM: Mary Montez, City Clerk
DATE: July 15, 2021
RE: JULY 1, 2021 - REGULAR CITY COMMISSION MEETING

Introduction:

This item is for consideration of the minutes of the July 1, 2021, regular City Commission meeting.

Attachments:

[07-01-2021 CC MIN - For Approval](#)

Reviewed by:



MINUTES

Regular City Commission Meeting

6:00 PM - Thursday, July 1, 2021 – Community Building, 601 Northshore Drive

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: VICE MAYOR LEE

CALL TO ORDER: 6:04

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

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

1. AGENDA UPDATE: NONE

2. APPROVAL OF MINUTES

- 2.1 June 2, 2021 - City Commission Workshop
June 17, 2021 - Regular City Commission Meeting

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

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

3. PRESENTATIONS

3.1 Presentation regarding NE Lake Boys & Girls Club

Kobe Bowers, Service Director for the NE Lake Boys and Girls Club, addressed the Commission regarding the Club's programs and activities. He noted they are currently located at Lifepointe Church.

3.2 Presentation regarding See - Click - Fix software program

Mark O'Keefe, Public Communications Director for the City of Tavares, gave a presentation regarding Tavares' use of the See-Click-Fix application. He explained it allows residents to submit complaints and alert the City to issues and to include photos and videos of issues. He commented on how it works with residents utilizing their cell phone to take pictures and submit complaints. He stated that whatever the issue is it is routed to the appropriate staff member who can handle that complaint. He indicated they have had 344 external submissions since implemented. He further commented on how they are using the program to submit problems to other staff members as well. He provided a video regarding the program. He stated they have had a very good experience with the application.

Ron Neibert, City Manager, reported that a more in-depth presentation was presented to staff and they thought it was beneficial. He stated the Community Relations Coordinator was able to negotiate an annual cost for \$15,000 for unlimited users. He explained that the City would publish information about it and encourage residents to download the app to their phones. He explained that the information is routed to the individual employee's email.

Commissioner Cobb noted she was the one who suggested the City look at the program after meeting with Mr. O'Keefe. She asked how much Tavares has saved with Mr. O'Keefe indicating it has saved the City a lot of staff time.

Mr. O'Keefe noted they had created a category called "what I love about Tavares" and put it at the head of the list so people can input compliments to the City as well. He then noted that if someone doesn't have a cell phone or internet, they can call City Hall and a staff member will input it to the program.

Commissioner Hawkins asked about how the system handles issues that have not been completed with Mr. O'Keefe explaining you can set the amount of time allowed for an issue to be completed before it is escalated to the next level.

Vice Mayor Lee asked how the app knows who to direct the problem to with Mr. O'Keefe explaining the City sets that up in the software.

Mr. Neibert noted that the app also sends a message to the resident when the problem is fixed. He then asked if there was a consensus of the Commission to proceed.

CONSENSUS

It was a consensus of the Commission to proceed with implementation of the program.

4. AUDIENCE TO BE HEARD

- 4.1** Richard Hatfield addressed the Commission regarding the Global Leadership Summit which will take place in Eustis on August 5 and 6. He commented on the benefits of the program. He explained it is done by video at 500 locations throughout the world.

Gary Tolley, Libby's Legacy Breast Cancer Foundation, addressed the Commission regarding their donation bins. He asked for an extension from the July 5th deadline for addressing the issue with the bins. He asked for 30 to 60 days to allow them time to get all of the sponsors to sign off.

The Commission confirmed when the ordinance was approved and discussed whether or not they were willing to amend the ordinance to allow an extension with it being a consensus of the Commission to not grant an extension.

Derek Schroth, City Attorney, explained if they don't meet the deadline then it would go through the code enforcement process.

Danielle Graham, Worth It Suicide Outreach and Support, noted she has a turquoise bus she uses for suicide outreach. She commented on an event held on June 19th called Play for a Day which allowed organizations to reach out to the community. She

cited services the organization could offer to the City for its employees.

Platt Loftis, board member of Boys & Girls Club, complimented Kobe Bowers on his work as the Service Director for the NE Club. He commented on the fund-raising needs of the club and indicated he would be contacting the City Manager to determine the City's process for requesting funding.

5. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

5.1 First Reading - Explanation of Ordinances for Property at the Northeast Corner Estes Road and Lake Lincoln Lane: **Ordinance Number 21-15: Voluntary Annexation** **Ordinance Number 21-16: Comprehensive Plan Amendment** **Ordinance Number 21-17: Design District Assignment**

Derek Schroth, City Attorney, read Ordinance Number 21-15 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 5.2 acres of real property at the northeast corner of Estes Road and Lake Lincoln Lane.

Lori Barnes, Development Services Director, explained she would present all three ordinances together; however, they would be read separately and voted on separately. She reviewed the requested annexation stating the applicant is requesting a future land use designation of Suburban Residential (SR) and a design district designation of Suburban Neighborhood. She cited the location of the property, explained how the request was analyzed by staff and provided a comparison of the differences between the County and City land uses in the surrounding area. She stated that the County's Rural Transitional designation is described in their comprehensive plan as an "edge condition"; however, the property is located over a mile from the City's joint planning area (JPA) boundary. She added that under that designation the maximum density is one unit per acre under a PUD. She then stated that property to the south and southwest the County has designated as Urban Low. That designation allows up to four dwelling units per acre. She stated the proposed City land use designation is Suburban Residential which would allow up to five units per acre subject to compliance with the City's site design and design district standards. She indicated that on the City's Development Patterns Map the subject area is considered suburban which supports the Suburban Residential land use designation and Suburban Neighborhood design district designation. She stated that the request is consistent with the surrounding future land use designations and established development patterns. She acknowledged the SR designation is more intense than Lake County Rural Transitional; however, that is expected when changing from an unincorporated area to a municipality. She cited Chapter 163 of the Florida statutes that states "Directing density to municipalities reduces the proliferation of urban sprawl, thereby protecting the true rural and agricultural areas". She provided an overview of staff's evaluation of the request.

Ms. Barnes then reviewed the requested Suburban Neighborhood design district designation. She stated staff received one email from Lee Conger, three from Kathy Gonzalez and one anonymous phone call regarding the request. She stated staff's recommendation for approval and noted Tim Green is present to represent the applicant and answer any questions.

The Commission expressed concern regarding the possibility of there being five

du/acre on the site.

Ms. Barnes explained that when considering an annexation and a land use designation, the goal is to decide if annexation is appropriate and whether or not the land use is appropriate compared with adjoining City properties. She stated that the Comprehensive Plan and Land Development Regulations are very clear that no one is guaranteed to obtain the maximum densities. She cited other regulations that would restrict the densities. She noted that any development application would have to come back before the Commission. She further explained that in order to deny an application, the Commission would have to determine that the application is not consistent with either the comprehensive plan or the land development regulations.

The Commission asked how close the County's Urban Low designation is to the subject property with Ms. Barnes responding that it is diagonally across the street.

Mr. Schroth opened the public hearing at 6:55 p.m.

The following individuals expressed opposition to the proposed annexation, land use designation and design district designation: 1) Cindy Newton; 2) Karen Merryman; 3) Harold Woodall; 4) Kathy Gonzalez; and 5) Charles Lewis Newton.

Tim Green, Green Consulting Group and representing Lake RC, responded to the comments noting that previous developments in the area came out to 3.5 units per acre using the City's comprehensive plan and land development regulations. He emphasized that putting five units per acre on that property would be impossible under the City's regulations. He commented on how Lake Swatara was developed in the County without requiring stormwater retention and discharging directly into the lake.

There being no further public comment, the hearing was closed at 7:13 p.m.

The Commission discussed the probable density to be on the property and whether or not they could require a concept plan prior to making a decision.

Mr. Schroth indicated that couldn't be required for annexation but they could require a concept plan prior to considering the designations. He added that, it would require substantial changes to the code to implement a PUD. He indicated they could also require a meeting prior to submittal. He stated that either would require an amendment to the City's current code; however, at this time, they need to decide on the annexation which is totally discretionary.

Further discussion was held regarding the requested annexation.

Mr. Neibert noted that there are property owners who want to annex their property and get their land use and design district designations but they are not ready to develop their property. They want to be able to market their property for sale as being in the City.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to approve Ordinance Number 21-15 on first reading. Motion carried by the following votes:

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

5.2 Ordinance Number 21-16: Changing the future land use designation of property located at the northeast corner of Estes Road and Lake Lincoln Lane

Mr. Schroth read Ordinance Number 21-16 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 F.S.; changing the future land use designation of approximately 5.2 acres of recently annexed real property at the northeast corner of Estes Road and Lake Lincoln Lane from Rural Transition in Lake County to Suburban Residential (SR) in the City of Eustis.

Mr. Schroth opened the public hearing at 7:19 p.m. There being no public comment, the hearing was closed at 7:20 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Mayor Holland, to approve Ordinance Number 21-16 on first reading. Motion carried by the following votes:

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

5.3 Ordinance Number 21-17: Assigning the design district designation to property located at the northeast corner of Estes Road and Lake Lincoln Lane

Mr. Schroth read Ordinance Number 21-17 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 5.2 acres of recently annexed real property at the northeast corner of Estes Road and Lake Lincoln Lane.

Mr. Schroth opened the public hearing at 7:21 p.m. There being no public comment, the hearing was closed at 7:21 p.m.

Mayor Holland commented on the need for the Commission to discuss requiring a concept plan or adding an additional land use district to the Code.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to approve Ordinance Number 21-17 on first reading. Motion carried by the following votes:

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

5.4 First Reading - Explanation of Ordinances for Property on the West Side of Estes Road (approximately 650-feet north of Bates Avenue):
Ordinance Number 21-18: Voluntary Annexation
Ordinance Number 21-19: Comprehensive Plan Amendment
Ordinance Number 21-20: Design District Assignment

Mr. Schroth read Ordinance Number 21-18 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately

4.69 acres of real property on the west side of Estes Road (approximately 650 feet north of Bates Avenue).

Ms. Barnes reviewed the requested annexation stating the applicant is requesting a future land use designation of Suburban Residential (SR) and a design district designation of Suburban Neighborhood. She reviewed staff's evaluation of the request, the surrounding land uses and compared the densities between the County's land use and the City's land use noting that the subject property is more than one mile from the City's JPA boundary. She stated that the City's Future Land Use Map indicates that the majority of the residential property in the City is Suburban Residential in nature. She stated the City's development pattern map shows the subject area as suburban. She provided a review of the evaluation of the future land use request and explained the additional regulations that will apply prior to development and the additional studies that will be required. She stated the requested land use designation and design district designation are compatible with the comprehensive plan and land development regulations. She stated staff's recommendation for approval. She indicated one email had been received from Lee Conger, three emails from Kathy Gonzalez and one anonymous phone that didn't indicate if they were in opposition.

Mr. Schroth opened the public hearing at 7:33 p.m.

The following individuals spoke in opposition of the request citing erosion concerns, density and traffic on Estes Road: 1) Cindy Newton; 2) Charles Newton; 3) Harold Woodall; and 4) Kathy Gonzalez.

There being no further public comment, the hearing was closed at 7:40 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Commissioner Cobb, to approve Ordinance Number 21-18 on first reading. Motion carried by the following votes:

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

5.5 Ordinance Number 21-19: Changing the future land use designation of property located on the west side of Estes Road (approximately 650 feet north of Bates Avenue)

Mr. Schroth read Ordinance Number 21-19 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 F.S.; changing the future land use designation of approximately 4.69 acres of real property on the west side of Estes Road (approximately 650 feet north of Bates Avenue) from Rural Transition in Lake County to Suburban Residential (SR) in the City of Eustis.

Mr. Schroth opened the public hearing at 7:41 p.m. There being no public comment, the hearing was closed at 7:41 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to approve Ordinance Number 21-19 on first reading. Motion carried by the following votes:

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

5.6 Ordinance Number 21-20: Assigning the design district designation to property located on the west side of Estes Road (approximately 650 feet north of Bates Avenue)

Mr. Schroth read Ordinance Number 21-20 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 4.69 acres of recently annexed real property on the west side of Estes Road (approximately 650 feet north of Bates Avenue).

Mr. Schroth opened the public hearing at 7:42 p.m. There being no public comment, the hearing was closed at 7:42 p.m.

Moved by Commissioner LeHeup-Smith, seconded by Vice Mayor Lee, to approve Ordinance Number 21-20 on first reading. Motion carried by the following votes:

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

6. FUTURE AGENDA ITEMS

6.1 Mayor Holland asked if those residents complaining about the condition of the roads have complained to the County Commission with audience members indicating they had and questioning if the County had roads within the City. The Commission confirmed there are some County roads located within City limits.

Commissioner Cobb asked about the Lake Community Action Agency building noting they no longer have a lease. She asked to have discussion regarding use of that building. She then noted the post office property is located within the CRA and is up for sale and asked to have discussion regarding it.

Vice Mayor Lee asked to have future discussion regarding how developers present to the Commission.

7. COMMENTS

7.1 City Commission

Commissioner Cobb thanked staff for their assistance with the Community Garden and noted they would have a ribbon cutting soon.

Commissioner Hawkins thanked Lori Barnes for her work and acknowledged that she tends to get caught in the middle. He acknowledged Kobe Bowers and his work with the Boys & Girls Club. He encouraged everyone to visit the Boys & Girls Club. He then commented on the Suicide Bus and asked if their information could be added to the City's website to inform the public about that resource.

Commissioner Hawkins then commented on his desire to try and speed things up to get things done. He noted he received a phone call regarding the EHS softball

team. He asked to have signs at the City Limits acknowledging "Home of the 2021 state champion softball team".

Discussion was held regarding having multiple signs and acknowledging previous years' championships with Mr. Neibert suggesting there be two signs - one recognizing the current year softball champions and one recognizing previous years' champions.

Commissioner Cobb commented on all the work done at Lake Willie and presented a photo showing damage done to the boardwalk by someone. She asked everyone that if they see something, say something.

Commissioner LeHeup-Smith thanked staff for the new banners being installed downtown. She then commented on LEASH and stated they would be doing free microchipping in Umatilla. She noted that they have a program called LEASH Jr. which teaches children how to interact with animals and recommended that Mr. Bowers go on their website and they can arrange to do a program for them for free.

Vice Mayor Lee gave kudos to Tom Carrino for his work with the City. She also thanked Lori Barnes, Police Chief Craig Capri and Fire Chief Mike Swanson. She commented on the Golden Seniors utilizing the Woman's Club for the summer and how much they are enjoying it. She thanked Craig Dolan for his work with the Golden Seniors as well.

Gail Isaac Thomas announced the Seniors would be going to Denny's on Tuesday if they want to join them.

7.2 City Manager

Mr. Neibert reminded the Commission that the next budget workshop would be Tuesday, July 6th.

7.3 City Attorney - None

7.4 Mayor

Mayor Holland thanked Chief Capri for his work to resolve the homeless problem. He thanked all of the City's leadership team for their work for the City. He then cited the various events that would be part of the City's Independence Day celebration.

8. ADJOURNMENT: 7:58 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

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Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: July 15, 2021
RE: ACCEPTANCE OF CAPITAL IMPROVEMENT PLAN (CIP) FY2022-2026

Introduction:

This item is for review and acceptance of the City of Eustis Five Year Capital Improvement Plan (CIP) FY2022-2026.

Attachments:

[Staff Report - Accept CIP FY2021-22 to FY25-26](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 09 Jul 2021
Approved - 09 Jul 2021



City of Eustis

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TO: EUSTIS CITY COMMISSION

FROM: RONALD R. NEIBERT, CITY MANAGER

DATE: JULY 15, 2021

RE: ACCEPTANCE OF CAPITAL IMPROVEMENT PLAN (CIP) 2022-2026

Introduction:

This report seeks acceptance of the City of Eustis Five Year Capital Improvement Plan (CIP) FY2022-2026.

Background:

The Five-Year CIP identifies five years of capital improvement needs for the City of Eustis. The plan includes major capital projects and acquisitions of over \$25,000 with a useful life of five or more years. It also includes repair and maintenance projects when the cost meets the budget threshold.

Department Directors provided updated information on projects previously submitted for the CIP as well as new project needs and evaluated those projects based on current economic conditions, requirements of the Comprehensive Plan, requirements to implement the City's Strategic Plan, the need to expand City service levels and the need to meet renewal and replacement demands on existing infrastructure. Department Heads reviewed the CIP submittals and prioritized the projects based on the following criteria:

1. Risk
 - a. Eliminates a current or future safety concern
 - b. Addresses a hazardous condition
 - c. Replaces or updates equipment or facilities that are not efficient or functionally serving their intended purpose
 - d. Meets pending compliance requirements from other agencies
 - e. Maintains City assets at a level adequate to protect the City's investment and minimize future maintenance and replacement costs (This would include Comprehensive Plan service level deficiencies)
2. Return on Investment
 - a. Highly visible projects
 - b. The benefit of the project outweighs the cost of the project within a short period of time
 - c. Project has the potential to generate economic development
3. Level of Service Maintenance
 - a. Projects that need to be completed in order to maintain the City's desired service levels

4. Improved Level of Service

- a. Projects that provide a new service or improve the current level of service based on increased demand

The Finance Department used a conservative approach to forecast capital revenue by analyzing collections for the past five years for trends and economic fluctuations. Based on that analysis, the anticipated revenue growth is as follows:

- Sales Tax Revenue Fund – 2% Annual Growth and 3.5% beginning FY22-23
- Community Redevelopment Fund – 3% Annual Growth
- Stormwater Fund – modest Annual Growth of 1% with an average increase of 3% in the following 4 years
- Water & Sewer Needs – 2% Annual Growth and 3.5% beginning FY22-23.

Some of the major projects included in the plan are the following:

- Main WWTR Expansion
- Lift Station 9 Rehabilitation
- Eastern System Sewer Expansion
- Eastern Reclaim Expansion and Upsize
- Street Resurfacing
- Police Vehicle Replacements
- Fire Tower Truck Replacement
- City Buildings Improvements
- Pine Meadows Golf Course Rd Bridge Replacement

The CIP development is an annual process that provides an opportunity for the City to evaluate projects considering changing conditions and shifting priorities. Staff reviewed the plan. This final version is now presented for adoption.

The FY 2021-22 capital items will be included with the proposed annual operating budget submitted for approval in September.

Prepared By:

Nailya Harnisch, Deputy Finance Director

Reviewed By:

Mike Sheppard, Finance Director

Attachment: City of Eustis Capital Improvement Plan FY 2022-2026



City of Eustis

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Staff Report

TO: Eustis City Commission
FROM: Ronald Neibert, City Manager
DATE: July 15, 2021
RE: DISPOSAL OF CITY-OWNED PROPERTY AT 1704 VIRGINIA AVENUE

Introduction:

The purpose of this agenda item is to seek confirmation from the Commission regarding intended action by the City Manager related to disposal of City-owned property.

Background:

See attached Staff Report

Recommended Action:

Confirm the actions proposed by the City Manager (authorize disposal of the property).

Alternatives:

Confirm the action proposed by the City Manager (disposal of property) or redirect.

Attachments:

[Staff Report-Disposal of City Owned Residential Property](#)
[Memorandum of Understanding 1704 Virginia Avenue](#)
[Property Record Card](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 09 Jul 2021
Approved - 09 Jul 2021



City of Eustis

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TO: EUSTIS CITY COMMISSION

FROM: RONALD R. NEIBERT, CITY MANAGER

DATE: JULY 15, 2021

RE: CITY-OWNED RESIDENTIAL PROPERTY AT 1704 VIRGINIA AVENUE

Introduction:

The purpose of this agenda item is to seek confirmation from the Commission regarding intended action by the City Manager related to City-owned residential property.

Recommended Action:

No action is required, but the City Commission should either confirm the actions proposed by the City Manager or redirect.

Background:

Lake County acquired the property at 1704 Virginia Avenue via tax escheatment and donated the property to the City of Eustis. The residential building onsite is unsafe and unfit for human occupancy; demolition of the structure is proposed by the City at a cost of approximately \$15,000.00.



A relative of the deceased former property owner expressed interest in obtaining the property in exchange for demolishing the structure. Ms. Sanders has committed to demolishing the existing structure, clearing the debris and cleaning up the obnoxious growth on the property, and authorize annexation of the property (to be completed within 6-months).

Intended Action:

Unless directed otherwise, the City Manager intends to proceed with recording a quit-claim deed, to include a reversion clause should Ms. Sanders default on the conditions of the attached memorandum of understanding.

Considerations:

- An unsafe structure would be demolished at no cost to the City. (Estimated savings \$15,000 in City demolition costs); the city will pay nominal costs for preparation and recording the deed.
- This property would return to the City's tax rolls, and may be redeveloped by the buyer.
- City maintenance of the property would not be required.

Prepared by:

Lori Barnes, AICP, Development Services Director

**City of Eustis
Memorandum of Understanding**

This Agreement is made this _____ day of _____, 2021, by and between the City of Eustis ("Eustis" or "City"), a political subdivision of the State of Florida and Shelby Sanders ("Buyer"), whose mailing address is 613 Danvers Street, Eustis, Florida 32726. The property is described as:

AK No.	Address	Legal Description
1717701	1704 Virginia Avenue	HAZZARD'S HOMESTEAD FROM SE COR OF LOT 4, RUN W ALONG S LINE OF LOT 4 A DISTANCE OF 149.33 FT S 20 FT TO POB, W 31.2 FT, N 88 FT, E 31.2 FT, S 88 FT TO POB--LESS RD/RW--*UNRECORDED PLAT SEE DEED FOR FULL PROPERTY DESCRIPTION ORB 5168 PG 2246

("Property" or "Owner's property").

I. Purpose

The purpose of this Agreement (Memorandum of Understanding) ("Agreement") is to provide for conditional conveyance of the Property to the Buyer.

II. City of Eustis Acknowledgements

1. The City will prepare and record a quit-claim deed to convey the property to the Buyer.
2. The deed will include a reversion clause in the event Buyer defaults on the responsibilities and terms of agreement in this Memorandum of Understanding.

III. Buyer's Responsibilities and Acknowledgements

1. Obtain a permit to demolish the unsafe structures, complete the demolition, and receive approved final inspection from the Building Department by January 15, 2022; and
2. Apply and complete voluntary annexation of the property by January 15, 2022; and
3. Complete the following actions by January 15, 2022:
 - Clear the property and adjoining public rights-of-way of all overgrown conditions (grass or weeds overgrown to height of 12 inches or more from the ground).
 - Remove any dead shrubs, bushes, branches, or trees and all accumulations of vegetation, weeds, plant matter (any underbrush or noxious growth that is less than 4 inches in diameter at 4½ feet from the ground), materials, trash, garbage, rubbish, or other waste materials that may be on the property or adjoining public rights-of-way.
 - Restore any landscaping to remain back to good condition by pruning the grass, shrubs, hedges, bushes, and other decorative vegetation surrounding the property.
 - Remove any solid waste from the property.
Solid waste means garbage, rubbish, refuse, sludge, special waste, yard trash, or other discarded material, including solid, liquid, semisolid, or contained

gaseous material, resulting from domestic, industrial, commercial, mining, agricultural or governmental operations.

IV. Terms of Agreement

1. Buyer shall not transfer ownership of the property to any person, corporation or organization until all responsibilities are completed.
2. Modification. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed. The City Manager may modify timelines for completion outlined herein upon receipt of formal request by "Property Owner/Seller" or "Buyer" and finding that progress toward completion has been made in good faith."
3. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.
4. Entire Agreement. This Agreement and any attached exhibits embody the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representatives, or Agreements, either verbal or written, between the parties hereto.
5. Severability. If any section, sentence, clause, or phrase of this Agreement is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Agreement.

IV. Default and Termination of Agreement

The City will terminate this agreement and direct the City Attorney to immediately to act on the reversion clause returning the ownership of the Property to the City:

1. Failure to meet any of the required deadlines listed in Section III of this agreement.
2. Buyer transfers ownership of the property to any person, corporation or organization prior to completion of all responsibilities.

Agreed to this ____ day of _____, 2021:

City of Eustis:

Ron Neibert, City Manager

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ who is personally known to me.

Notary Public - State of Florida

My _____ Commission
Expires: _____

Shelby Sanders ("Property Owner/Seller")

Print Name: _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2021, by _____ who is personally known to me, or provided
_____ as identification.

Notary Public - State of Florida

My _____ Commission
Expires: _____

PROPERTY RECORD CARD

General Information

Name:	CITY OF EUSTIS	Alternate Key:	1717701
Mailing Address:	PO DRAWER 68 EUSTIS, FL 32727-0068 Update Mailing Address	Parcel Number: ⓘ	01-19-26-0900-000-00417
		Millage Group and City:	0002 (UNINCORPORATED)
		2020 Total Certified Millage Rate:	14.7312
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	1704 VIRGINIA AVE EUSTIS FL 32726 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Information:	School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	HAZZARD'S HOMESTEAD FROM SE COR OF LOT 4, RUN W ALONG S LINE OF LOT 4 A DISTANCE OF 149.33 FT S 20 FT TO POB, W 31.2 FT, N 88 FT, E 31.2 FT, S 88 FT TO POB--LESS RD/RW-- *UNRECORDED PLAT SEE DEED FOR FULL PROPERTY DESCRIPTION ORB 5168 PG 2246		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	IMPROVED GOVT MUNICIPAL (8900)	0	0		1	LT	\$0.00	\$3,750.00

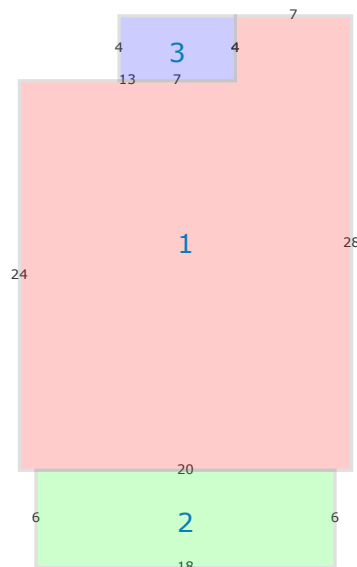
[Click here for Zoning Info](#) ⓘ
 [FEMA Flood Map](#)

Residential Building(s)

Building 001

Residential		Building Value: \$0.00						
Summary								
Year Built: 1935	Total Living Area: 508 ⓘ	Central A/C: No						
Attached Garage: No								
Bedrooms: 1	Full Bathrooms: 0	Half Bathrooms: 0						
Fireplaces: 0								
Incorrect Bedroom, Bath, or other information? ⓘ								
Section(s)								
Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Finished	Map Color
1	ASSESSED FOR FIRE ONLY (FIR)	No Wall Type (000)	1	508	N	0%	0%	☐
2	OPEN PORCH UNFINISHED (OPU)	No Wall Type (000)	1	108	N	0%	0%	☐
3	OPEN PORCH	No Wall	1	28	N	0%	0%	☐

UNFINISHED (OPU) Type (000)

[View Larger / Print / Save](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5168 / 2246	8/7/2018	County Deed	Unqualified	Improved	\$0.00
5124 / 2202	6/5/2018	Tax Deed	Unqualified	Improved	\$0.00
697 / 335	1/1/1980	Misc Deed/Document	Unqualified	Improved	\$1.00
Click here to search for mortgages, liens, and other legal documents. ⓘ					

Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2021 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification).

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$3,750	\$3,750	\$0	5.03270	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$3,750	\$3,750	\$0	0.46290	\$0.00
LAKE COUNTY MSTU FIRE	\$3,750	\$3,750	\$0	0.47040	\$0.00
SCHOOL BOARD STATE	\$3,750	\$3,750	\$0	3.70100	\$0.00
SCHOOL BOARD LOCAL	\$3,750	\$3,750	\$0	2.99800	\$0.00
LAKE COUNTY MSTU STORMWATER	\$3,750	\$3,750	\$0	0.49570	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$3,750	\$3,750	\$0	0.22870	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$3,750	\$3,750	\$0	0.11000	\$0.00

LAKE COUNTY WATER AUTHORITY	\$3,750	\$3,750	\$0	0.33680	\$0.00
NORTH LAKE HOSPITAL DIST	\$3,750	\$3,750	\$0	0.89500	\$0.00
				Total: 14.7312	Total: \$0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
✓ Government Exemption (amount varies)	Learn More View the Law

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of:
\$55.24

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More View the Law
Conservation Classification Assessment Limitation	Learn More View the Law
Agricultural Classification	Learn More View the Law
NOTE: Should a determination be made that a property no longer meets the criteria for a bona fide agricultural purpose, a formal denial will be mailed on or before July 1 of the applicable tax year.	

Assessment Reduction Savings ⓘ

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data last updated on June 20, 2021.

Site Notice



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: July 15, 2021
RE: RESOLUTION NUMBER 21-32: EASTERN WWTF SPRAY FIELD PUMP STATION IMPROVEMENTS ENGINEERING CONSTRUCTION SERVICES

Introduction:

Resolution Number 21-32 approves an expenditure of \$35,520 for the Engineering Construction Services of the Eastern Wastewater Treatment Facility Spray Field Pump Station Improvements Project and authorizes the City Manager to execute all agreements, contracts and budget amendments relating to this project.

Background:

City Staff is planning to upgrade the eastern spray field transfer pump station and associated electrical system. The pump station is fed from two existing reclaimed water holding ponds and transmits reclaimed water to the spray fields for disposal. The pumps and electrical system are over 40 years old, which makes it challenging to maintain and operate. In addition, FDEP recommended having these transfer pumps replaced during a December 2019 inspection.

On August 6, 2020, Commission approved Resolution Number 20-49 authorizing Kimley-Horn Engineering, Inc. (K-H) to design the pump station improvements and prepare a set of construction plans, specifications, bid documents and a cost estimate for a Not-To-Exceed sum of \$80,000.

Resolution Number 21-32 will authorize K-H to provide Engineering Construction Services for the Eastern WWTF Spray Field Pump Station Improvements that will include assisting the City Staff with contract coordination, technical clarification and interpretations, shop drawing review, pay request reviews, coordination of update meetings, construction oversight and start-up phase services. The scope of services will include the following:

- Task 1: Construction Phase Services
- Task 2: Start-up and Close-Out Services
- Task 3: Electrical Subconsultant Construction Services

In accordance with rates agreed to in the Continuing Services Agreement between K-H and the City of Eustis, K-H is offering these services for a Not-To-Exceed sum of \$35,520.

Concurrently, City staff will also request City Commission's approval of the construction of the Eastern WWTF Spray Field Pump Station Improvements through follow-up Resolution Number 21-47, awarding Bid #003-21 to C&T Contracting Services, LLC.

The combined cost for Engineering Design Services (Resolution Number 21-32) and Construction Improvement Contract (Resolution Number 21-47) for the Sprayfield Transfer Pump Improvement project is \$506,520. The current 2021/22 budget has \$419,500 allocated.

Recommended Action:

Staff recommends approval of Resolution Number 21-32.

Alternatives:

Alternatives:

1. . Approve Resolution No. 21-32
2. . Deny Resolution No. 21-32

Discussion of Alternatives:

Alternative 1 approves the Resolution.

Advantages:

- The City Staff will have an engineering consultant with the expertise and the experience that is needed to successfully supervise all the highly technical aspects of constructing the Eastern WWTF Spray Field Pump Station Improvements.
- **Disadvantages:**
None.

Alternative 2 denies the Resolution.

Advantages:

The City would not expend \$35,520 for an engineering consultant on a highly technical project.

Disadvantages:

This project requires Engineering services to ensure a successful end product.

Community Input

These items were discussed during the 2019/20 and 2020/21 C.I.P. review processes.

Reviewed By:

Rick Gierok, P.E. - Director of Public Works / City Engineer
Sally Mayer, Administrative Assistant – Public Utilities

Prepared By:

Daniel Millan, Engineering Department

Attachments:

- Resolution Number 21-32
- Upon Request: Kimley-Horn Eastern WWTF Spray Field Pump Station Improvements Scope

Budget Impact:

Budget / Staff Impact:

- Resolution Number 21-46: Sludge Handling Equipment (Acct. #042-8600-517-68-08) involves a contract price plus 5% contingency of \$466,000. The budgeted amount for this project is \$515,848. Staff is requesting that \$49,848 be transferred to the Spray Field Project account.
- Additionally, the Eastern Chlorine Contract bid was not awarded (Acct. #042-8600-535-66-83). Operations has been able to modify the treatment protocols through manual methods and this project is no longer needed. Staff requests the budgeted amount of \$63,500 be transferred to the Spray Field Project account.

These transfers will provide an adjusted project balance to cover the costs of both Resolution Number 21-32 and Resolution Number 21-46 with an approximate 5% contingency.

- **Project Budget:**

SPRAYFIELD TRANSFER PUMPS (Acct. #042-8600-535-66-87) \$419,500

- **Project Costs:**

Resolution No. 21-32 Engineering Construction Services	\$ 35,520
Resolution No. 21-47 Construction Improvements	<u>\$471,000</u>
	= \$506,520

- **Requested Budget Transfers:**

From:

042-8600-537-68-08 SLUDGE HANDLING UPGRADE	\$ 49,848
042-8600-535-66-83 EAST CHLORINE CONTACT	\$ 63,500

Into:

042-8600-535-66-87 SRAYFIELD TRANSFER PUMPS	\$113,348
--	-----------

Existing Balance \$419,500

Sprayfield Transfer Pumps Project Amended Budget: \$532,848

Attachments:

[Resolution No. 21-32 ver2](#)

Reviewed by:

Ronald Neibert, City Manager
Mary Montez, City Clerk

Approved - 09 Jul 2021
Approved - 09 Jul 2021

RESOLUTION NUMBER 21-32

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING KIMLEY-HORN ENGINEERING TO PROVIDE ENGINEERING CONSTRUCTION SERVICES FOR THE SPRAYFIELD TRANSFER PUMP STATION IMPROVEMENTS AT THE EASTERN WASTEWATER TREATMENT FACILITY

WHEREAS, the upgrade of the Eastern WWTF Sprayfield Transfer Pump Station is necessary for bringing the facility up to current FDEP Standards for the safety of employees and protection of the health and well-being of the public; and

WHEREAS, Resolution Number 20-49 awarded Kimley-Horn Engineering, Inc. the Engineering Design & Upgrade Services phase of the project for \$80,000; and

WHEREAS, Kimley-Horn Engineering, Inc. has submitted a proposal to provide Engineering Construction Services for those Engineering Designs & Upgrades for the sum of \$35,520 in accordance of their Continuing Service Agreement; and

WHEREAS, combined cost for Engineering Design and Engineering Construction Services for the Sprayfield Transfer Pump Improvements exceeds \$50,000; and

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

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

- (1) The City Commission hereby authorizes the City Manager to execute an agreement with Kimley-Horn, Inc. for the procurement of Engineering Construction Services for the EWWTF Sprayfield Transfer Pump Improvements utilizing budgeted funds from account #042-8600-535-66-87; and
- (2) The Purchasing Department is hereby authorized to complete the transaction in accordance with this resolution.

DONE AND RESOLVED, this 15th day of July, 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 15th day of July, 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 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 Number 21-32 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: July 15, 2021
RE: RESOLUTION NUMBER 21-46: AWARD OF BID AND APPROVAL OF PURCHASE IN EXCESS OF \$50,000 FOR THE BATES AVENUE WASTEWATER TREATMENT FACILITY SOLIDS DISPOSAL PROCESS REFURBISHMENT AND REHABILITATION

Introduction:

Resolution Number 21-46 authorizes the award of Bid Number 005-21 to Alfa Laval Inc., Houston, Texas, in the amount of \$444,082 for the Bates Avenue Wastewater Treatment Facility Solids Disposal Process Refurbishment and Rehabilitation and authorizes the City Manager to execute all agreements and contracts associated with the award.

Background:

The Wastewater Treatment Facility located on Bates Avenue has two independent belt filter presses, a 2.0-meter Ashbrook and a 1.2-meter Enviroquip. Both belt filter presses are used for dewatering municipal sludge, and each is designed to run independently to avoid possible interruption in service. Both belt filter presses need to be refurbished and rehabilitated.

Bid Number 005-21 is a bid to furnish all labor, materials, supervision, power, equipment, and supplies necessary to provide a turnkey refurbishment of the two independent belt filter presses. The Contractor shall complete the rehabilitation per the approved plans and City of Eustis specs to include:

1) Control Panels

- Provide new belt filter press control panels to replace the existing control panel;
- NEMA 4X, 304 stainless steel enclosure, equal in size to the existing unit with stainless steel closed loop air conditioner;
- Panel will include the following:
 - Main circuit breaker disconnect with flange mounted operator handle;
 - VFD for main belt drive and sludge feed pump;
 - Motor starters with short circuit and overload protection for conveyors, hydraulic pump, wash water booster pump and mixers;

- Control logic, interlocking and alarming will be provided through PLC system, Ethernet switch, control relays, power supplies, terminals, and all miscellaneous components required;
- Door will include system control power selector switch, emergency stop pushbutton, and for operator control and monitoring, a 12" color touchscreen operator interface terminal;
- Control panel will be complete and tested;
- All control panel assemblies will be U.L. 508 listed;
- Existing control panel will have all field control and power wires disconnected and pulled back and the panels removed;
- New control panels will be installed and reconnected per contractor supplied instructions and drawings;
- Each new belt filter press control system will provide the same functionality and controls as currently provided with the addition of complete interface and control of sludge feed pump, polymer feed system, conveyor operation, and password protected parameter screens for timer and alarm settings, alarm history screen.

2) 1.2M Enviroquip Belt Press

Refurbished Parts

- Remove, strip, and recoat all existing rollers;
- Drive rollers will be Buna N coated;
- All other rollers will be Rilsan nylon coated;
- Strip and recoat existing bearing housings;
- Refurbish spray bar assemblies' new internal components;
- Repair or replace both drive rollers as needed.

New Parts

- New bearing housing internal components bearings seals, and 316 stainless steel hardware;
- New spray bar components nozzles, gaskets, brushes, seal kits;
- New rubber seals for wash boxes, gravity, and wedge zones;
- New UHMWPE doctor blades for the discharge end of press;
- New UHMWPE grid wear strips for the upper and lower grids;
- New reversal roller guard rubber seal;
- New Eurodrive gearbox and motor for belt drive;
- New drive chain and sprockets;
- New Electrical switches no cake, belt misalignment, belt breakage and emergency trip cord switch;
- New tracking valves and paddles with ceramic wear plates;
- New tension cylinder for stock;
- New tracking cylinders (1) for lower belt (1) for stock;
- New Filter Belts upper and lower;
- New Stand mounted hydraulic unit with reservoir, 1 hp motor and pressure compensating pump, regulators and re-useable filter.

3) 2.0M KP94 Ashbrook Belt Press (Size 3)

Refurbished Parts

- Remove, strip, and recoat all existing rollers;
- Drive rollers will be Buna N coated all other rollers Rilsan nylon coated;
- Strip and recoat existing bearing housings;
- Refurbish Spray bar assemblies' new internal components;
- Strip & recoat wedge plate.

New Parts

- New bearing housing internal components bearings, seals, and 316 stainless steel hardware;
- New spray bar components nozzles, gaskets, brushes, seal kits;
- New upper and lower wash box brackets;
- New rubber seals for wash boxes, gravity, and wedge zones;
- New UHMWPE doctor blades for the discharge end of press;
- New UHMWPE Wedge section scraper blade;
- New UHMWPE grid wear strips for the upper and lower grids;
- New reversal roller guard rubber seal;
- New UHMWPE chicane plows for the upper gravity zone;
- New Eurodrive gearbox and motor for belt drive;
- New Electrical switches no cake, belt misalignment, belt breakage and emergency trip cord switch;
- New 316 stainless steel tracking valves and paddles with ceramic wear plates;
- New tension and steering fiberglass cylinders;
- New hydraulic unit motor and reservoir;
- New Filter Belts upper and lower.

One bid was received by a licensed contractor during the July 1, 2021 bid opening for the project. Alfa Laval Inc. submitted the only total base bid of \$444,082.00.

Recommended Action:

Staff recommends approval of Resolution Number 21-46.

Policy Implications:

Not applicable

Alternatives:

1. Approve Resolution Number 21-46
2. Deny Resolution Number 21-46

Discussion of Alternatives:

1. Alternative 1 would approve Resolution Number 21-46 to award Bid Number 005-21 to Alfa Laval Inc. for the refurbishment and rehabilitation of the Bates Avenue Wastewater Treatment Facility solids disposal process.

Advantages:

- Extend the life of the belt filter presses and their control panels.
- Maintain a safer working environment around this equipment.

Disadvantages:

- Fiscal impact of the project.

2. Alternative 2 would reject Resolution Number 21-46

Advantages:

- Cost savings if project is rejected.

Disadvantages:

- Possible failure of the belt filter presses.
- Unsafe working environment.
- Inability to dewater municipal sludge.

Re Reviewed By:

Michael Brundage, Wastewater Superintendent
Greg Dobbins, Deputy Director of Public Works for Utilities
Rick Gierok, P.E., Director of Public Works/City Engineer

Prepared By:

Melissa Fuller, Sr. Staff Assistant – Water Department

Attachment(s):

Resolution Number 21-46
Exhibit A, Bid #005-21 from Alfa Laval Inc.

Budget Impact:

The low bid of \$444,082 was received from Alfa Laval Inc. The funds for the proposed purchase have been included in the approved Fiscal Year 2020/2021 CIP budget, Account #042-8600-537-68-08.

Attachments:

[Resolution No. 21-46](#)
[Exhibit A, Bid #005-21 from Alfa Laval Inc.](#)

Reviewed by:

RESOLUTION NUMBER 21-46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING AN EXPENDITURE IN EXCESS OF \$50,000 AND AUTHORIZING AWARD OF BID NUMBER 005-21 TO ALFA LAVAL INC. IN THE AMOUNT OF \$444,082 FOR THE BATES AVENUE WASTEWATER TREATMENT FACILITY SOLIDS DISPOSAL PROCESS REFURBISHMENT AND REHABILITATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS AND CONTRACTS ASSOCIATED WITH THE AWARD.

WHEREAS, the refurbishment and rehabilitation of the belt filter presses and control panels at the Bates Avenue Wastewater Treatment Facility will extend the life of the belt filter presses and their control panels and provide a safer working environment around this equipment; and

WHEREAS, the City of Eustis, Florida, advertised invitations to bid (City of Eustis Bid No. 005-21) for the refurbishment and rehabilitation of the Bates Avenue Wastewater Treatment Facility Solids Disposal Process in accordance with City purchasing policies; and

WHEREAS, the City received and opened one individual response to said Invitation to Bid, on Thursday, July 1, 2021; and

WHEREAS, Alfa Laval Inc., Houston, TX, is the only responsive, responsible bidder for the refurbishment and rehabilitation plans and possesses the required qualifications to perform the construction services necessary and to provide products and equipment as noted in the design specifications; and

WHEREAS, Staff has sufficient funding for this service within the FY 2020/21 Capital Improvement Budget; and

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

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

- (1) The City Commission hereby authorizes the award of Bid Number 005-21 to Alfa Laval Inc., Houston, TX, in the amount of \$444,082 for the Bates Avenue Wastewater Treatment Facility Solids Disposal Process Refurbishment and Rehabilitation; and
- (2) That the City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the approved purchase; and
- (3) That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 15th day of July, 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 15th day of July, 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 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 Number 21-46 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

Resolution No. 21-46
Award of Bid No. 005-21 and Approval of Purchase in Excess of \$50,000

Please return pages 11-14 to:

CITY OF EUSTIS
Purchasing Dept.

City Of Eustis Bid # 005-21
WWTF Solids Disposal Process Refurbishment & Rehabilitation
Price Page

The undersigned acknowledges receipt of:

Written specifications dated: **June 11, 2021**

Addenda Number 1, dated June 26, 2021.
 Number _____, dated _____.
 Number _____, dated _____.

By submitting a bid response, the undersigned agrees:

- Has examined the site and all bid documents and understands that in submitting a bid, he/she waives all right to plead any misunderstanding regarding same.
- To hold his bid open for acceptance for sixty (60) days after bid opening.
- To accept the provisions of the Instruction to Bidders regarding the disposition of bid security.
- To enter into and execute a contract with the City within ten (10) calendar days, if awarded.
- To begin work .not later than ten (10) calendar days after issuance of a "Notice to Proceed" and to complete the work within the time period specified in the written documents.

Lump Sum Base Bid:

2.0 Meter Ashbrook

**All labor, materials, equipment necessary
for the Belt Filter Press Refurbishment & Rehabilitation** \$ 193,866.00

1.2 Meter Enviroquip

**All labor, materials, equipment necessary
for the Belt Filter Press Refurbishment & Rehabilitation** \$ 250,216.00

~~~~~  
COMPANY NAME: Alfa Laval Inc.                      FEID # 13-1681631

Please check one:

Corporation X

Partnership \_\_\_\_\_

Other \_\_\_\_\_

Proprietorship \_\_\_\_\_

Joint Venture \_\_\_\_\_

Subsidiary \_\_\_\_\_

ADDRESS: 10470 Deer Trail Drive                      Houston, TX 77038

AUTHORIZED SIGNATURE: \_\_\_\_\_

SIGNATURE/TITLE (PRINTED): Larry Packard / Contracts and Bid Manager

TELEPHONE # 281-449-0322                      FAX # 281-449-1324

DATE: June 30, 2021                      E-Mail larry.packard@alfalaval.com

**City Of Eustis Bid # 005-21**  
**WWTF Solids Disposal Process Refurbishment & Rehabilitation**  
**Subcontractor List**

|    | Name/Address of Company                                                    | Work Contracted                         |
|----|----------------------------------------------------------------------------|-----------------------------------------|
| 1. | Greenway Electrical Services, LLC<br>2718 Pemberton Drive Apopka, FL 32703 | Electrical (Panel removal/installation) |
| 2. |                                                                            |                                         |
| 3. |                                                                            |                                         |
| 4. |                                                                            |                                         |

The contractor shall notify the Purchasing Department prior to any changes in subcontractors.

~~~~~

COMPANY NAME: Alfa Laval Inc. FEID # 13-1681631

Please check one

Corporation X

Partnership _____

Other _____

Proprietorship _____

Joint Venture _____

Subsidiary _____

ADDRESS: 10470 Deer Trail Drive / Houston, TX 77038

AUTHORIZED SIGNATURE: _____

SIGNATURE/TITLE: Larry Packard / Contracts and Bid Manager

TELEPHONE # 281-449-0322 FAX # 281-449-1324

DATE: June 30, 2021 E-Mail _____

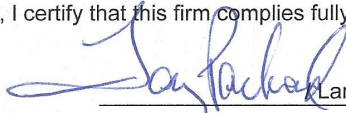
DRUG FREE WORKPLACE

CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/RFP's, which are equal with respect to price, quality and services, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid/RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Larry Packard - Contracts and Bid Manager
Vendor's Signature

Alfa Laval Inc.
Company Name

June 30, 2021
Date

REFERENCE LIST

FOR: Alfa Laval Inc.

Bidding Company's Name

1. Contact Name: Larry Blakeslee

Company: City of Margate

Project Detail: Site rebuild of (1) one Klampress 2.0 meter. Parts included new roller assemblies, new electrical, new hydraulic cylinders, new wedge plate assembly, new misc brackets, wear parts and new booster pump. Site services to perform installation of new parts including local forklift rental.

Address: 6630 NW 66th Avenue Margate, FL 33063

Telephone # : 954-972-0828 ext 230 E-Mail Address: lblakeslee@margatefl.com

2. Contact Name: Tabatha Kling

Company: City of Wichita

Project Detail: Site rebuild of (1) one Klampress 2.0 meter. Site service to install new parts including local forklift rental. New parts included rollers, bearing assemblies, electrical switches, filter belts, reworking existing washtubes, new hydraulic cylinders, washboxes, washbox brackets and all wear parts.

Address: 2305 E 57th Street South Wichita, KS 67216

Telephone # : 316-303-8777 E-Mail Address: tkling@wichita.gov

3. ~~~~~
Contact Name: Dave Banks

Company: Duckett Creek Sewer District

Project Detail: Site rebuild of (1) one Klampress 2.0 meter. Site services to install new parts including local forklift rental. New parts included rollers, bearing assemblies, press mount hydraulic unit, electrical switches, hydraulic cylinders, steering valves/paddles assemblies and all wear parts.

Address: 2950 Greens Bottom Rd. St. Charles, MO 63303

Telephone # : 314-574-9657 E-Mail Address: banks@duckettcreek.com
~~~~~

**Please provide references of a similar nature to the work described in these bid documents. You may duplicate this form, as needed.**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Alfa Laval Inc.  
10470 Deer Trail Drive  
Houston, TX 77038

### OWNER:

(Name, legal status and address)

City of Eustis  
P.O. Drawer 68  
Eustis, FL 32727-0068

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company

151 N. Franklin Street  
Chicago, IL 60606

### Mailing Address for Notices

151 N. Franklin Street  
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

City Bid #005-21 - Solids Disposal Process Refurbishment & Rehabilitation

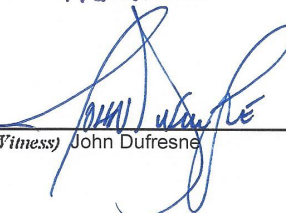
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be provided as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of July, 2021.

  
(Witness) Andrea Lund

  
(Witness) John Dufresne

Alfa Laval Inc.

(Principal)

(Seal)

By:

(Title) John Lund - Asst. Secretary

Western Surety Company

(Surety)

(Seal)

By:

(Title) Clinton J. Diers, Attorney-in-Fact

S-0054/AS 8/10

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Clinton J. Diers, **Individually**

of, Richmond, VA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: Bid Bond  
Principal: Alfa Laval Inc.  
Obligee: City of Eustis

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of July, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.





**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:** July 15, 2021  
**RE:** RESOLUTION NUMBER 21-47: AWARD OF BID AND APPROVAL OF PURCHASE IN EXCESS OF \$50,000 FOR THE CONSTRUCTION OF THE EASTERN WWTF SPRAY FIELD PUMP STATION IMPROVEMENTS

---

### **Introduction:**

Resolution Number 21-47 awards Bid Number 003-21-SPSI to C&T Contracting Services, LLC, approves an expenditure of \$497,042 for the construction of the Eastern WWTF Spray Field Pump Station Improvements, and authorizes the City Manager to execute all agreements, contracts and budget amendments relating to this project.

### **Background:**

The City Staff is planning to upgrade the existing Eastern spray field transfer pump station and associated electrical system. The pump station is fed from two existing reclaimed holding ponds and transmits reclaimed water to the existing spray fields for disposal. The pump station piping, valves and associated electrical system is over 40 years old which makes it challenging to maintain and operate. In addition, FDEP recommended having this spray field pump station improved during a December 2019 inspection.

The City Purchasing Department advertised Bid Number 003-21-SPSI, requesting bids for a construction firm to furnish all labor, equipment, and materials for the Spray Field Pump Station Improvements Project.

On June 28, 2021, the City received nine responses. All proposals were over budget by a substantial amount. Staff chose [C&T Contracting Services LLC](#) as the Number 1 choice to perform the improvements on the Spray Field Pump Station based on cost and proposal responses. (Bid tabulation sheet available upon request.)

Under the agreement, the contractor will provide the required materials, equipment and labor necessary for the construction. The scope of work includes, but is not limited to, removal and replacement of two slide gates in the reclaim water ponds; discharge piping for the two sprayfield pumps at the lift station; electrical control panel improvements and new

instrumentation; additional lighting at the effluent pond, pump station and controls; and all associated demolition, installation and start up.

Based on the submitted proposal, [C&T Contracting Services, LLC has agreed to perform this Scope of Services for the](#) lump sum fee of \$471,000. The bid proposal price plus a 5% contingency of \$26,042 [brings the total to \\$497,042.](#)

Concurrently, the City Staff is also introducing Resolution Number 21-32, which will allow Kimley-Horn, Inc. to provide engineering construction services as depicted through the technical designs, specifications and construction plans they had previously prepared for this project.

City purchasing policies require City Commission approval of any purchase over \$50,000.

**Recommended Action:**

Staff recommends approval of Resolution Number 21-47.

**Alternatives:**

**Alternatives:**

1. Approve Resolution Number 21-47
2. Deny Resolution Number 21-47

**Discussion of Alternatives:**

Alternative 1 approves the Resolution

**Advantages:**

- The City will have an upgraded spray field transfer pump station and will comply with FDEP recommendations. New slide gate valves will be installed allowing for the future planned replacement of the pond liners while leaving the system in operation.

**Disadvantages:**

- The action approves expenditures of \$471,000 for the construction of the Eastern WWTF Spray Field Pump Station Improvements.

Alternative 2 denies the Resolution.

**Advantages:**

- The City would not spend these funds.

**Disadvantages:**

- The City would not have an upgraded spray field transfer pump station and would not comply with FDEP recommendations. Without new slide gate valves, the system will need to be shut down during the future pond liner replacement project.

**Community Input**

These items are listed in the Capital Improvement Plan and were discussed during the CIP approval review.

**Reviewed By:**

Rick Gierok, P.E. - Director of Public Works / City Engineer  
Sally Mayer, Administrative Assistant – Public Utilities

**Prepared By:**

Daniel Millan, Engineering Department

**Attachments:**

Resolution Number 21-47

Bid Number 003-21-SPSI Tabulation Sheet (upon request)

**Budget Impact:**

**Budget / Staff Impact:**

- Resolution Number 21-46: Sludge Handling Equipment (Acct. #042-8600-517-68-08) involves a contract price plus 5% contingency of \$466,000. The budgeted amount for this project is \$515,848. Staff is requesting that \$49,848 be transferred to the Spray Field Project account.
- Additionally, the Eastern Chlorine Contract bid was not awarded (Acct. #042-8600-535-66-83). Operations has been able to modify the treatment protocols through manual methods and this project is no longer needed. Staff requests the budgeted amount of \$63,500 be transferred to the Spray Field Project account.

These transfers will provide an adjusted project balance to cover the costs of both Resolution Number 21-32 and Resolution Number 21-46 with an approximate 5% contingency.

- **Project Budget:**

SPRAYFIELD TRANSFER PUMPS (Acct. #042-8600-535-66-87)      \$419,500

- **Project Costs:**

|                                                           |                  |
|-----------------------------------------------------------|------------------|
| Resolution Number 21-32 Engineering Construction Services | \$ 35,520        |
| Resolution Number 21-47 Construction Improvements         | <u>\$471,000</u> |
|                                                           | = \$506,520      |

- **Requested Budget Transfers:**

**From:**

|                    |                                       |           |
|--------------------|---------------------------------------|-----------|
| 042-8600-537-68-08 | SLUDGE HANDLING UPGRADE               | \$ 49,848 |
| 042-8600-535-66-83 | <a href="#">EAST CHLORINE CONTACT</a> | \$ 63,500 |

**Into:**

|                    |                          |           |
|--------------------|--------------------------|-----------|
| 042-8600-535-66-87 | SRAYFIELD TRANSFER PUMPS | \$113,348 |
|--------------------|--------------------------|-----------|

Existing Balance      \$419,500

**Sprayfield Transfer Pumps Project Amended Budget:      \$532,848**

**Attachments:**

[Resolution No. 21-47](#)

**Reviewed by:**

Ronald Neibert, City Manager  
Mary Montez, City Clerk

Approved - 09 Jul 2021  
Approved - 09 Jul 2021

**RESOLUTION NUMBER 21-47**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AWARDBID NUMBER 003-21-SPSI TO C&T CONTRACTING SERVICES, LLC FOR CONSTRUCTION OF THE EASTERN WWTF SPRAY FIELD PUMP STATION IMPROVEMENTS PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS AND CONTRACTS ACCORDING TO THE CONTRACT DOCUMENTS; AND AUTHORIZING BUDGET AMENDMENTS & TRANSFERS IN THE AMOUNT OF \$113,348.**

**WHEREAS**, the City of Eustis, Florida, advertised invitations to bid for construction services with Bid Number 003-21 SPSI; and

**WHEREAS**, the City received nine bids on June 28, 2021, in response to said invitations; and

**WHEREAS**, C&T Contracting Services, LLC's bid submission was the most receptive bidder possessing the required qualifications to perform the construction services; and

**WHEREAS**, the City has budgeted \$419,500 to cover some of the costs associated with the Eastern Spray Field Pump Station Improvements Project; and

**WHEREAS**, Staff is requesting fund transfers totaling \$113,348 from completed projects with remaining budgets.

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

- (1) That the City Manager is hereby authorized to accept the bid from C&T Contracting Services, LLC, of Clearwater, Florida, based on the rate quoted in the attached bid tabulation for construction services for the Eastern Spray Field Pump Station Improvements Project.
- (2) That the City Manager is hereby authorized to execute all agreements and contracts with C&T Contracting Services, LLC, according to the advertised scope of work.
- (3) That the City Manager is hereby authorized to approve budget amendments & transfers as follows into the Sprayfield Transfer Pumps Improvements, Account #042-8600-535-66-87:

|                               |                   |          |
|-------------------------------|-------------------|----------|
| • Sludge Handling Upgrade     | 042-8600-537-6808 | \$49,848 |
| • E. Chlorine Contact Chamber | 042-8600-535-6683 | \$63,500 |

**DONE AND RESOLVED**, this 15th day of July, 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 15<sup>th</sup> day of July, 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 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 Number 21-47 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:** July 15, 2021  
**RE:** RESOLUTION NUMBER 21-48: ANNEXATION AGREEMENT AND DEVELOPERS AGREEMENT TO PROVIDE WATER SERVICE OUTSIDE THE CITY LIMITS (APIARY LANDING)

---

**Introduction:**

Resolution Number 21-48 approves an Annexation Agreement and Developer's Agreement for Potable Water for property outside the City limits, located on Apiary Road.

**Background:**

See attached resolution and agreement documents.

**Recommended Action:**

The administration recommends approval of Resolution Number 21-48.

**Alternatives:**

1. Approve Resolution Number 21-48
2. Deny Resolution Number 21-48

**Attachments:**

[Resolution No. 21-48 Apiary Landing](#)

[Apiary Landing - Annexation Agreement 7-9-21](#)

[Apiary Landing- Developers Agreement 7-9-21](#)

**Reviewed by:**

Ronald Neibert, City Manager  
Mary Montez, City Clerk

Approved - 09 Jul 2021  
Approved - 09 Jul 2021



**RESOLUTION NUMBER 21-48**

**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 MAY AND WHITAKER FAMILY PARTNERSHIP, LTD., THOMAS B. WHITAKER AND JOHN C. WHITAKER, OWNERS OF REAL PROPERTY LOCATED AT CR 452 AND APIARY ROAD, GRAND ISLAND, FLORIDA, OUTSIDE THE CITY LIMITS.**

**WHEREAS**, May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker, legal owners of record, requested water service for real property located at CR 452 and Apiary Road, Grand Island, Florida 32735, outside the City limits, more particularly described as:

Tax Parcel Identification Numbers:

30-18-26-0004-000-01201, 30-18-26-0004-000-01200, 30-18-26-0004-000-01100

Alternate Key Numbers:

2831642, 1407435, 1705665

PARCEL NUMBER 1: THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT OF WAY OF STATE ROAD S-452.

PARCEL NUMBER 2: THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST. IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OR THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, RUN THENCE NORTH 88°48'23" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 553.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING CONTINUE NORTH 88°48'23" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 40 FEET TO AN IRON PIPE LOCATED AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 0°17'35" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 603.67 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF STATE ROAD S-452; THENCE SOUTH 89°39'27" EAST ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY 49 FEET; THENCE SOUTH 0°33'40" WEST 604.23 FEET TO THE POINT OF BEGINNING.

PARCEL NUMBER 3 THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, SUBJECT TO A RIGHT OF WAY FOR APIARY ROAD ALONG THE EAST SIDE OF THE SUBJECT PROPERTY.

**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 May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker, owners 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 May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker, 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 15<sup>th</sup> day of July 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 21-48 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:  
30-18-26-0004-000-01201, 30-18-26-0004-000-01200, 30-18-26-0004-000-01100

Alternate Key Numbers:  
2831642, 1407435, 1705665

**ANNEXATION AGREEMENT**

**THIS ANNEXATION AGREEMENT** (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_ 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 MAY AND WHITAKER FAMILY PARTNERSHIP, LTD. whose mailing address is P.O. Box 2267, Umatilla, Florida, and THOMAS B. WHITAKER AND JOHN C. WHITAKER whose mailing address is P.O. Box 2267, Umatilla, Florida (the "Owners").

**WITNESSETH:**

**WHEREAS**, the Owners owns certain real property located CR 452 and Apiary Road, Grand Island, Florida 32735, Tax Parcel Identification Numbers 30-18-26-0004-000-01201, 30-18-26-0004-000-01200, 30-18-26-0004-000-01100, as more particularly described in Exhibit "A," and shown on the survey 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 Owners of the Property have 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 Owners 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 Owners 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 Owners 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 Owners 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 Owners. 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 Owners acknowledge and agree that this Agreement does not in any way obligate or require the City to annex the Property or grant to the Owners any particular land use designation that may be requested in connection with such annexation.
- D. The Owners acknowledge and agree that any land use granted to the Owners 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 Owners with all applicable regulations of the City and the payment all fees, costs and expenses associated therewith. The Owners 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 Owners 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 Owners hereby warrant and represent to the City that the Owners 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.
- B. The City makes no representations or warranties with regard to this Agreement and reserves the right to process Owners' petition for voluntary annexation in its sole and absolute discretion.

### **SECTION 6. Title Evidence and Survey.**

- A. As a condition precedent to the execution of this Agreement by the City, the Owners shall provide title evidence (Exhibit "C"), in a form and substance satisfactory to the City, showing the Owners as the Owners of fee simple title to the Property. Such title evidence shall also show whether the Property is encumbered by a mortgage or otherwise. In the event the Property is encumbered, the Owners shall provide a Joinder, Consent and Subordination of all mortgagees to this Agreement prior to the execution of this Agreement by the City.
- B. Unless the Property is a platted lot as shown in the title evidence required above, as a condition precedent to the execution of this Agreement by the City, the Owners shall provide a survey in accordance with the minimum technical standards for land surveys set forth in Chapter 61G17-6, Florida Administrative Code (Exhibit "B").

Such survey shall be consistent with the legal description of the Property set forth in Exhibit "A".

#### **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 Owners, 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 OWNERS 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 OWNERS 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.**

**OWNERS' INITIALS:** \_\_\_\_\_

#### **SECTION 9. Indemnification.**

- A. The Owners 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 Owners 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 Owners' obligations under this Section.
- B. No Claim whatsoever shall be made or asserted against the City by the Owners for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

Annexation Agreement  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker  
Page 5 of 25



#### **SECTION 10. Effective Date**

This Agreement shall be effective upon adoption of Resolution No. 21-48

#### **SECTION 11. Recording.**

The Owners acknowledges and agrees that the City shall record this Agreement in the Public Records of Lake County, Florida.

#### **SECTION 12. 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 Owners, 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 Owners 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.

Annexation Agreement

May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker

Page 7 of 25

- 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 Owners 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, B, and C 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

“OWNERS”

\_\_\_\_\_  
John C. Whitaker, Registered Agent, May and Whitaker Family Partnership, Ltd.

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021  
by John C. Whitaker, 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:\_\_\_\_\_

“OWNERS”

\_\_\_\_\_  
John C. Whitaker

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021  
by John C. Whitaker, 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: \_\_\_\_\_

“OWNERS”

\_\_\_\_\_  
Thomas B. Whitaker

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021  
by Thomas B. Whitaker, 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

PARCEL NO. 1: THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT OF WAY OF STATE ROAD S-452.

PARCEL NO. 2: THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST. IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OR THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, RUN THENCE NORTH 88°48'23" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 553.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING CONTINUE NORTH 88°48'23" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 40 FEET TO AN IRON PIPE LOCATED AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 0°17'35" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 603.67 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF STATE ROAD S-452; THENCE SOUTH 89°39'27" EAST ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY 49 FEET; THENCE SOUTH 0°33'40" WEST 604.23 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3 THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, SUBJECT TO A RIGHT OF WAY FOR APIARY ROAD ALONG THE EAST SIDE OF THE SUBJECT PROPERTY.



## Exhibit B Survey



# Exhibit C

## Opinion of Title



**American Land Title Association  
Commitment for Title Insurance**

Issued By Old Republic National Title Insurance Company

**NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

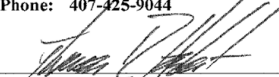
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON

**COMMITMENT TO ISSUE POLICY**

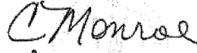
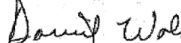
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the Office of:  
**Mateer & Harbert, P.A.**  
225 E. Robinson Street  
Suite 600  
Orlando, FL 32801  
Phone: 407-425-9044

  
Authorized Signature

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
409 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President  
Attest  Secretary

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

ORT Form 4690 FL 8-1-16  
ALTA Commitment for Title Insurance with Florida Modifications

**COMMITMENT CONDITIONS**

**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

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ALTA Commitment for Title Insurance with Florida Modifications

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

4838-1672-1356, v. 1

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*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.*

ORT Form 4690 FL 8-1-16  
ALTA Commitment for Title Insurance with Florida Modifications



Old Republic National Title Insurance Company  
151 Southhall Lane Suite #250  
Maitland, Florida 32751

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Revised Date: March 25, 2021 10:23 am MF3

**Transaction Identification Data for reference only:**

|                                                                                      |                    |                              |                                                                        |
|--------------------------------------------------------------------------------------|--------------------|------------------------------|------------------------------------------------------------------------|
| Issuing Agent:<br><b>Mateer &amp; Harbert, P.A.</b>                                  | ALTA Universal ID: | Commitment Number:           | Issuing Office File Number:<br><b>County Road 452</b>                  |
| Issuing Office:<br><b>225 E. Robinson Street<br/>Suite 600<br/>Orlando, FL 32801</b> | Loan Number:       | Revision Number:<br><b>4</b> | Property Address:<br><b>County Road 452<br/>Grand Island, FL 32735</b> |

**SCHEDULE A**

FILE NO.: 20121327 MF3 Examiner - Myles Franklin mfranklin@OldRepublicTitle.com

1. Commitment Effective Date: March 23, 2021 at 05:00pm
2. Policy to be issued:
  - (a) ALTA 2006 OWNER'S POLICY (with Florida Modifications)  
Proposed Insured:  
Vintage Estate Homes LLC, a Florida limited liability company  
Proposed Policy Amount:  
\$1,794,000.00
  - (b) ALTA 2006 LOAN POLICY (with Florida Modifications)  
Proposed Insured:  
N/A  
Proposed Policy Amount:  
N/A
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
Thomas B. Whitaker and John C. Whitaker, as to Parcels 39, and May and Whitaker Family Partnership, LTD., a Florida limited partnership, also known as May and Whitaker Family Partnership, a Florida limited partnership, as to Parcels 40 and 41

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

ORT Form 4690 FL 8-1-16  
ALTA Commitment for Title Insurance with Florida Modifications

Annexation Agreement  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker  
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5. The Land is described as follows:

PARCEL 39:

The Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 30, Township 18 South, Range 26 East, in Lake County, Florida, less and except the right of way of State Road S-452.

AND

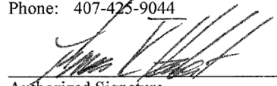
That part of the Southeast 1/4 of the Southeast 1/4 of Section 30, Township 18 South, Range 26 East, in Lake County, Florida, bounded and described as follows:

From the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 30, run thence North 88 degrees 48 minutes 23 seconds West along the South line of said Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 a distance of 553.44 feet to the POINT OF BEGINNING of this description. From said POINT OF BEGINNING continue North 88 degrees 48 minutes 23 seconds West along said South line of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 a distance of 40 feet to an iron pipe located at the Southwest corner of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 30; thence North 00 degrees 17 minutes 35 seconds West along the West line of said Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 a distance of 603.67 feet to the Southerly line of the right of way of State Road S-452; thence South 89 degrees 39 minutes 27 seconds East along the Southerly line of said right of way 49 feet; thence South 00 degrees 33 minutes 40 seconds West 604.23 feet to the POINT OF BEGINNING.

PARCELS 40 AND 41:

The South 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 30, Township 18 South, Range 26 East, Lake County, Florida, subject to a right of way for Apiary Road along the East side of the subject property.

Issued through the Office of:  
Mateer & Harbert, P.A.  
225 E. Robinson Street  
Suite 600  
Orlando, FL 32801  
Phone: 407-425-9044

  
Authorized Signature

---

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

ORT Form 4690 FL 8-1-16  
ALTA Commitment for Title Insurance with Florida Modifications

**SCHEDULE B - I**

**AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed from Thomas B. Whitaker and John C. Whitaker, joined by spouses if married or to include non-homestead language, and May and Whitaker Family Partnership, LTD., a Florida limited partnership, also known as May and Whitaker Family Partnership, a Florida limited partnership, to the proposed insured.  
  
(i) The Company will require an Affidavit from the general partner(s) of May and Whitaker Family Partnership, LTD., a Florida limited partnership, also known as May and Whitaker Family Partnership, a Florida limited partnership in accordance with Section 689.045{3} F.S. establishing: (1) the names of the general partners and their authority to execute the documents to be insured on behalf of the Limited Partnership, (2) reflecting that the Limited Partnership has not been dissolved; (3) the Limited Partnership Agreement has not been revoked or amended to prohibit the subject transaction; (4) the partners executing the instruments on behalf of the limited partnership are not a debtor in a bankruptcy proceeding; (5) proof also to be furnished that the Limited Partnership is currently (and as of the date of being vested in title) in good standing in the state of Florida. (Note: If the general partner is a business entity, present proof of the entity's good standing and review the appropriate entity documents to establish signing authority.)
6. Evidence satisfactory to the company must be furnished showing proof of the legal existence of Vintage Estate Homes LLC, a Florida limited liability company.
7. Intentionally deleted.
8. Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.
9. Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit, when properly executed at closing by the seller(s) or mortgagor(s) herein will serve to delete the standard lien and possession exceptions for the policy(ies) to be issued.
10. Intentionally deleted.
11. Obtain written authorization from the company to issue the commitment if the amount of the policy or policies to be issued exceeds your agency limits.

**NOTE:** No open mortgage(s) were found of record. Agent must confirm with the owner that the property

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

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ALTA Commitment for Title Insurance with Florida Modifications

Annexation Agreement  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker  
Page 23 of 25

**FILE NO.: 20121327**

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is free and clear.

**NOTE:** All recording references in this commitment/policy shall refer to the Public Records of Lake County, unless otherwise noted.

**SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE**

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*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.*

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ALTA Commitment for Title Insurance with Florida Modifications

Annexation Agreement  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker  
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AMERICAN LAND TITLE ASSOCIATION COMMITMENT

**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 effective 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. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2021 and subsequent years.



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:  
30-18-26-0004-000-01201, 30-18-26-0004-000-01200, 30-18-26-0004-000-01100

Alternate Key Numbers:  
2831642, 1407435, 1705665

**DEVELOPER'S AGREEMENT  
POTABLE WATER, RECLAIM WATER**

This Agreement is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between THE CITY OF EUSTIS, FLORIDA, a Florida Municipal Corporation (hereinafter referred to as "City" or "Utility") and MAY AND WHITAKER FAMILY PARTNERSHIP, LTD, a Florida Limited Partnership, and THOMAS B. WHITAKER AND JOHN C. WHITAKER, and their successors and assigns (hereinafter referred to as "Developer").

**WITNESSETH**

**WHEREAS**, Developer is the fee simple owner of approximately 27.90 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 a single-family residential subdivision with up to sixty-nine (69) single-

Developer's Agreement – Potable Water, Reclaim Water, and Wastewater  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker

family detached lots, as shown on the proposed preliminary subdivision plat in Exhibit "B," attached hereto and made a part hereof. This development will require 69 equivalent residential dwelling units "ERUs" requiring central potable water, installation of dry lines for reclaim 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 Apiary Road 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 within thirty (30) days after Developer receives both final subdivision and 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 in the lump sum amount of **\$58,926.00** for potable water capacity calculated as follows:

69 single-family units X \$854.00= \$58,926.00

0 Amenity units X \$854.00 = \$0

**TOTAL POTABLE WATER \$58,926.00**

Developer's Agreement – Potable Water, Reclaim Water, and Wastewater  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker

- B. In the event that the final development approval is for more than or less than 69 lots, 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 water services and future reclaim service, 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 install dual use water and reuse water line (reclaimed water) (dry lines) with two separate meters for irrigation and potable water.

Developer's Agreement – Potable Water, Reclaim Water, and Wastewater  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker

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. 21-48, 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:

Whitaker Family Partnership, Ltd.  
P.O. Box 2267  
Umatilla, Florida,

Thomas B. Whitaker and John C. Whitaker  
P.O. Box 2267  
Umatilla, Florida

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.

Developer's Agreement – Potable Water, Reclaim Water, and Wastewater  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker

11. **EFFECTIVE DATE.** This Agreement shall be effective upon adoption of Resolution No. 21-48
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

Developer's Agreement – Potable Water, Reclaim Water, and Wastewater  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker

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”

\_\_\_\_\_  
John C. Whitaker, Registered Agent, May and Whitaker Family Partnership, Ltd.

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021  
by John C. Whitaker, 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:\_\_\_\_\_

Developer's Agreement – Potable Water, Reclaim Water, and Wastewater  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker

“DEVELOPER”

\_\_\_\_\_  
John C. Whitaker

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021  
by John C. Whitaker, 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: \_\_\_\_\_

Developer's Agreement – Potable Water, Reclaim Water, and Wastewater  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker

"DEVELOPER"

\_\_\_\_\_  
Thomas B. Whitaker

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021  
by Thomas B. Whitaker, 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:\_\_\_\_\_

Developer's Agreement – Potable Water, Reclaim Water, and Wastewater  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker

# Exhibit A

## Legal Description

Developer's Agreement – Potable Water, Reclaim Water, and Wastewater  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker

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PARCEL NO. 1: THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT OF WAY OF STATE ROAD S-452.

PARCEL NO. 2: THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST. IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OR THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, RUN THENCE NORTH 88°48'23" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 553.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. FROM SAID POINT OF BEGINNING CONTINUE NORTH 88°48'23" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 40 FEET TO AN IRON PIPE LOCATED AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH 0°17'35" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 603.67 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF STATE ROAD S-452; THENCE SOUTH 89°39'27" EAST ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY 49 FEET; THENCE SOUTH 0°33'40" WEST 604.23 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3 THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, SUBJECT TO A RIGHT OF WAY FOR APIARY ROAD ALONG THE EAST SIDE OF THE SUBJECT PROPERTY.

# Exhibit B

## Proposed Preliminary Subdivision Plat

Developer's Agreement – Potable Water, Reclaim Water, and Wastewater  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker

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# CONSTRUCTION PLANS FOR APIARY LANDING

SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST  
LAKE COUNTY, FLORIDA

**OWNER:**  
**THOMAS B & JOHN C WHITAKER**  
**P.O. BOX 350417**  
**GRAND ISLAND, FL 32735**  
**PHONE: (XXX) XXX-XXXX**

**ENGINEER:**  
**HALFF ASSOCIATES**  
**902 NORTH SINCLAIR AVENUE**  
**TAVARES, FLORIDA 32778**  
**PHONE (352) 343-8481**  
**CONTACT: CHARLES C. HIOTT, P.E.**

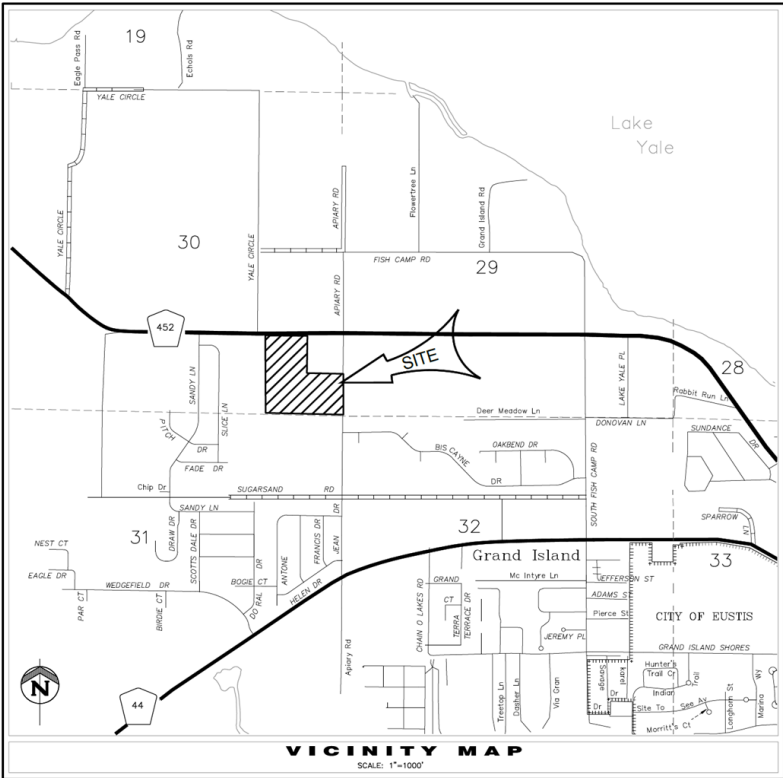
**SURVEYOR:**  
**HALFF ASSOCIATES**  
**902 NORTH SINCLAIR AVENUE**  
**TAVARES, FLORIDA 32778**  
**PHONE (352) 343-8481**  
**CONTACT: JOHN T. MCGLOHORN, PSM**

#### LEGAL DESCRIPTION

PARCEL NO. 1:  
THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, LESS AND EXCEPT THE RIGHT OF WAY OF STATE ROAD S-452.

PARCEL NO. 2:  
THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OR THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, RUN THENCE NORTH 88°49'23" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 553.44 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING CONTINUE NORTH 88°49'23" WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 40 FEET TO AN IRON PIPE LOCATED AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 30, THENCE NORTH 07°17'30" WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 A DISTANCE OF 603.67 FEET TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF STATE ROAD S-452, THENCE SOUTH 89°39'27" EAST ALONG THE SOUTHERLY LINE OF SAID RIGHT OF WAY 49 FEET; THENCE SOUTH 0°33'40" WEST 604.23 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3:  
THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, SUBJECT TO A RIGHT OF WAY FOR APIARY ROAD ALONG THE EAST SIDE OF THE SUBJECT PROPERTY.



|                                                            |                                                   |
|------------------------------------------------------------|---------------------------------------------------|
| DEVELOPMENT REVIEW                                         |                                                   |
| PROJECT # _____                                            | APPLICATION REQUEST # _____                       |
| PROJECT NAME: APIARY LANDING                               |                                                   |
| ALTERNATE KEY #1705665, 1407455, 2831642 ORDINANCE # _____ |                                                   |
| REVIEWER PLEASE SIGN AND DATE BELOW                        |                                                   |
| ENVIRONMENTAL                                              |                                                   |
| COMMENTS: _____                                            |                                                   |
| PUBLIC SAFETY / EMERGENCY 911                              |                                                   |
| COMMENTS: _____                                            |                                                   |
| HEALTH DEPARTMENT                                          |                                                   |
| COMMENTS: _____                                            |                                                   |
| FIRE                                                       |                                                   |
| COMMENTS: _____                                            |                                                   |
| CONCURRENCY                                                |                                                   |
| COMMENTS: _____                                            |                                                   |
| PUBLIC WORKS                                               |                                                   |
| COMMENTS: _____                                            |                                                   |
| PLANNING & ZONING                                          |                                                   |
| COMMENTS: _____                                            |                                                   |
| LANDSCAPE                                                  |                                                   |
| COMMENTS: _____                                            |                                                   |
| PRELIMINARY/FINAL DEVELOPMENT REVIEW                       |                                                   |
| APPROVAL _____                                             | MANAGER, PLANNING & ZONING DIVISION (OR DESIGNEE) |
| DATED _____                                                |                                                   |

#### INDEX OF SHEETS

- 1 COVER SHEET
- 2 AERIAL PHOTOGRAPH
- 3 EROSION CONTROL & DEMOLITION PLAN
- 4 PRELIMINARY PLAT
- 5 GRADING & DRAINAGE PLAN
- 6 INTERSECTION GRADING PLAN
- 7 UTILITY PLAN
- 8 SIGNAGE & STRIPING PLAN
- 9 LAKE COUNTY ROAD INTERSECTION PLAN
- 10-12 PLAN & PROFILE - STREET A
- 13 PLAN & PROFILE - STREET B
- 14 PAVING & DRAINAGE DETAILS
- 15 WATER DISTRIBUTION DETAILS
- 1 of 1 BOUNDARY & TOPOGRAPHIC SURVEY

charles  
c Hiott

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ASSOCIATES INC.  
ou=AD1410C0000178240BC45A000104F8,  
email=charles@halff.com  
Date: 2021.06.02 14:46:11 -0400



Developer's Agreement – Potable water, reclaimed water, and wastewater  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker



Developer's Agreement – Potable Water, Reclaim Water, and Wastewater  
May and Whitaker Family Partnership, Ltd., Thomas B. Whitaker and John C. Whitaker

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**City of Eustis**

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

## Staff Report

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

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### **Introduction:**

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

### **Background:**

See attached Staff Report.

### **Recommended Action:**

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

### **Alternatives:**

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

### **Attachments:**

[Staff Report Ord. 20-15, 16, 17 Annex FLU DD](#)  
[Ordinance No. 21-15 Annexation](#)  
[Ordinance No. 21-16](#)  
[Ordinance No. 21-17 Design Dist](#)

**Reviewed by:**

Ronald Neibert, City Manager  
Mary Montez, City Clerk

Approved - 09 Jul 2021  
Approved - 09 Jul 2021



## City of Eustis

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

TO: EUSTIS CITY COMMISSION  
FROM: RONALD R. NEIBERT, CITY MANAGER  
DATE: JULY 1, 2021  
RE: EXPLANATION OF ORDINANCES FOR PROPERTY AT THE NORTHEAST  
CORNER OF ESTES ROAD AND LAKE LINCOLN LANE  
*Ordinance Number 21-15 – Voluntary Annexation*  
*Ordinance Number 21-16 – Comprehensive Plan Amendment*  
*Ordinance Number 21-17 – Design District Assignment*

### Introduction

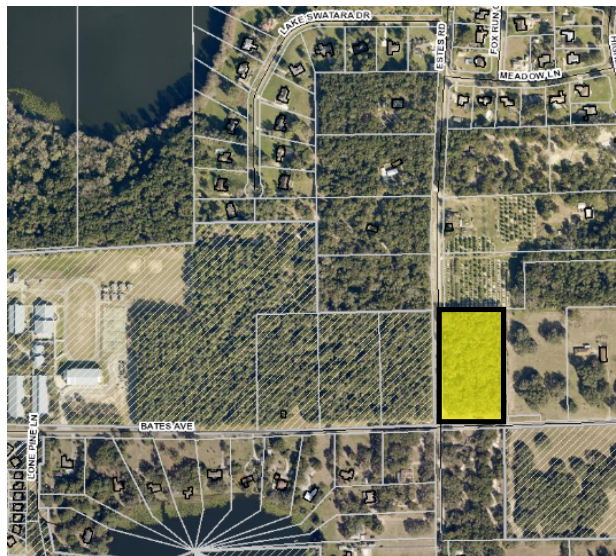
Ordinance Number 21-15 provides for the voluntary annexation of approximately 5.2 acres located on northeast corner of Estes Road and Lake Lincoln Lane. Provided the annexation of the subject property is approved, Ordinance Number 21-16 would change the future land use designation from Rural Transition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

### Recommended Action

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

### Background/Pertinent Site Information

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



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

### Applicant's Request

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***Annexation of the subject property does not create an enclave.***

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

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

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

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

In Accordance with Florida Statutes Chapter 163.3177.9.:

*Discourage Urban Sprawl:*

**Primary Indicators of Sprawl:**

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

**Review of Indicators**

1. *Low Intensity Development:*

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

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

2. *Urban Development in Rural Areas:*

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

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

3. *Strip or Isolated Development:*

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

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

4. *Natural Resources Protection:*

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

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

5. *Agricultural Area Protection:*

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

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

6. *Public Facilities:*

Fails to maximize use of existing public facilities and services.

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

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

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

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

8. Separation of Urban and Rural:

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

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

9. Infill and Redevelopment:

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

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

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

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

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

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

12. Open Space:

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

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

13. Urban Sprawl:

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

a. Direction of Growth:

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

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

**b. Efficient and Cost-Effective Services:**

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

***Water and sewer service are already available.***

**c. Walkable and Connected Communities:**

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

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

**d. Water and Energy Conservation:**

Promotes conservation of water and energy.

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

**e. Agricultural Preservation:**

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

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

**f. Open Space:**

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

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

**g. Balance of Land Uses:**

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

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

**h. Urban Form Densities and Intensities:**

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

***Not applicable.***

**In Accordance with Comprehensive Plan Future Land Use Element Appendix:**

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

***Major Categories of Plan Policies:***

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

**1. General Public Facilities/Services:**

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

***a. Emergency Services Analysis:***

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

***b. Parks & Recreation:***

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

c. *Potable Water & Sanitary Sewer:*

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

**Potential Residential Demand**

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

**Water: 66 x 140 GPCD = 9,240 GPD**

**Wastewater: 66 x 120 GPCD = 7,920 GPD**

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

d. *Schools:*

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

e. *Solid Waste:*

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

f. *Stormwater:*

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

g. *Transportation Network Analysis:*

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

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

**1) Trip Generation for Residential Component of SR**

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

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

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

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

**Estimated Additional Dwelling Units: 21**

**PM Peak Hour of generator on a weekday**

**Ave. Rate @ 1.0 x 26 = 26 trips**

**36% exiting: 9**

**64% entering: 17**

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

| <b>Adopted<br/>LOS<br/>Standard</b> | <b>LOS<br/>Capacity</b> | <b>Existing<br/>EB/NB<br/>Trips</b> | <b>Plus<br/>Proposed<br/>Additional<br/>EB/NB<br/>Trips</b> | <b>Existing<br/>WB/SB<br/>Trips</b> | <b>Plus<br/>Proposed<br/>Additional<br/>WB/SB<br/>Trips</b> |
|-------------------------------------|-------------------------|-------------------------------------|-------------------------------------------------------------|-------------------------------------|-------------------------------------------------------------|
| <b>D</b>                            | <b>675</b>              | <b>137</b>                          | <b>146</b>                                                  | <b>149</b>                          | <b>158</b>                                                  |

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

| <b>Adopted<br/>LOS<br/>Standard</b> | <b>LOS<br/>Capacity</b> | <b>Existing<br/>EB/NB<br/>Trips</b> | <b>Plus<br/>Proposed<br/>Additional<br/>EB/NB<br/>Trips</b> | <b>Existing<br/>WB/NB<br/>Trips</b> | <b>Plus<br/>Proposed<br/>Additional<br/>WB/SB<br/>Trips</b> |
|-------------------------------------|-------------------------|-------------------------------------|-------------------------------------------------------------|-------------------------------------|-------------------------------------------------------------|
| <b>D</b>                            | <b>675</b>              | <b>234</b>                          | <b>243</b>                                                  | <b>158</b>                          | <b>167</b>                                                  |

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

## **2. Natural Resources/Natural Features:**

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

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

a. **Ground water recharge areas:**

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

b. **Historical or archaeological sites:**

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

c. **Flood zones:**

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

d. **Soil and topography:**

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

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

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

3. **Comprehensive Plan Review:**

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

**Existing Land Use According to the Lake County Comprehensive Plan:**

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

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

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

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

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

**Proposed Land Use According to the Eustis Comprehensive Plan:**

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

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

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

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

***Allowable lot types: Estate, House, Duplex***

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

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

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

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

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

***Source: Lake County GIS Zoning & FLU Codes***

#### **Comparison of Lake County Development Conditions**

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

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

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

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

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

**Proposed Residential Land Uses.**

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

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

**Proposed Non-Residential Land Uses.**

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

**Not applicable.**

**4. Transportation:**

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

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

## 5. Water Supply:

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

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

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

*Standards for Review:*

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

**a. Consistent with Comprehensive Plan:**

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

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

**b. In Conflict with Land Development Regulations:**

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

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

**c. Inconsistent with Surrounding Uses:**

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

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

**d. Changed Conditions:**

Whether there have been changed conditions that justify an amendment.

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

**e. Demand on Public Facilities:**

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

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

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

**f. Impact on Environment:**

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

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

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

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

**g. Public Interest and Intent of Regulations:**

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

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

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

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

***h. Other Matters:***

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

***None.***

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

### Form-Based Code:

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

#### 1. *Standard for Review:*

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

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

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

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

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

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

Design districts – Suburban Neighborhood

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

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

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

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

b. Section 102-17(a)

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

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

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

c. **Consistent with Comprehensive Plan:**

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

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

d. **Consistent with Surrounding Uses:**

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

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

e. **Changed Conditions:**

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

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

f. **Public Facilities.**

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

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

**g. Impact to Environment:**

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

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

**h. Property Values:**

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

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

**i. Orderly Development Pattern:**

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

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

**j. Public Interest and Intent of Regulations:**

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

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

**k. Other Matters:**

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

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

## Applicable Policies and Codes

### 1. Resolution Number 87-34

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

### 2. Florida Statutes Chapter 171.044: Voluntary Annexation:

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

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

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

### 5. Policy FLU 1.1.1: Planning Principles

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

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

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

**Fiscal Impact:**

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

**Alternatives:**

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

**Discussion of Alternatives:**

Alternative 1 approves the Ordinances.

*Advantages:*

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

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

*Disadvantages:*

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

Alternative 2 denies the Ordinances.

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

*Advantages:*

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

*Disadvantages:*

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

**Community Input**

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

**Budget / Staff Impact:**

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

**Prepared By:**

Lori Barnes, AICP, CPM, Development Services Director

**Attachments:**

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

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



**ORDINANCE NUMBER 21-15**

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

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

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

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

ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

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

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

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

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

**WHEREAS**, on July 15, 2021, the City Commission held the 2<sup>nd</sup> Public Hearing to consider the voluntary annexation of the property contained herein

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

**SECTION 1.**

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

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

**SECTION 2.**

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

**SECTION 3.**

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

**SECTION 4.**

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

**SECTION 5.**

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

**SECTION 6.**

That this Ordinance shall become effective upon passing.

**SECTION 7.**

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

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this 15<sup>th</sup> day of July, 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 15<sup>th</sup> day of July, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

\_\_\_\_\_  
City Attorney's Office                      Date

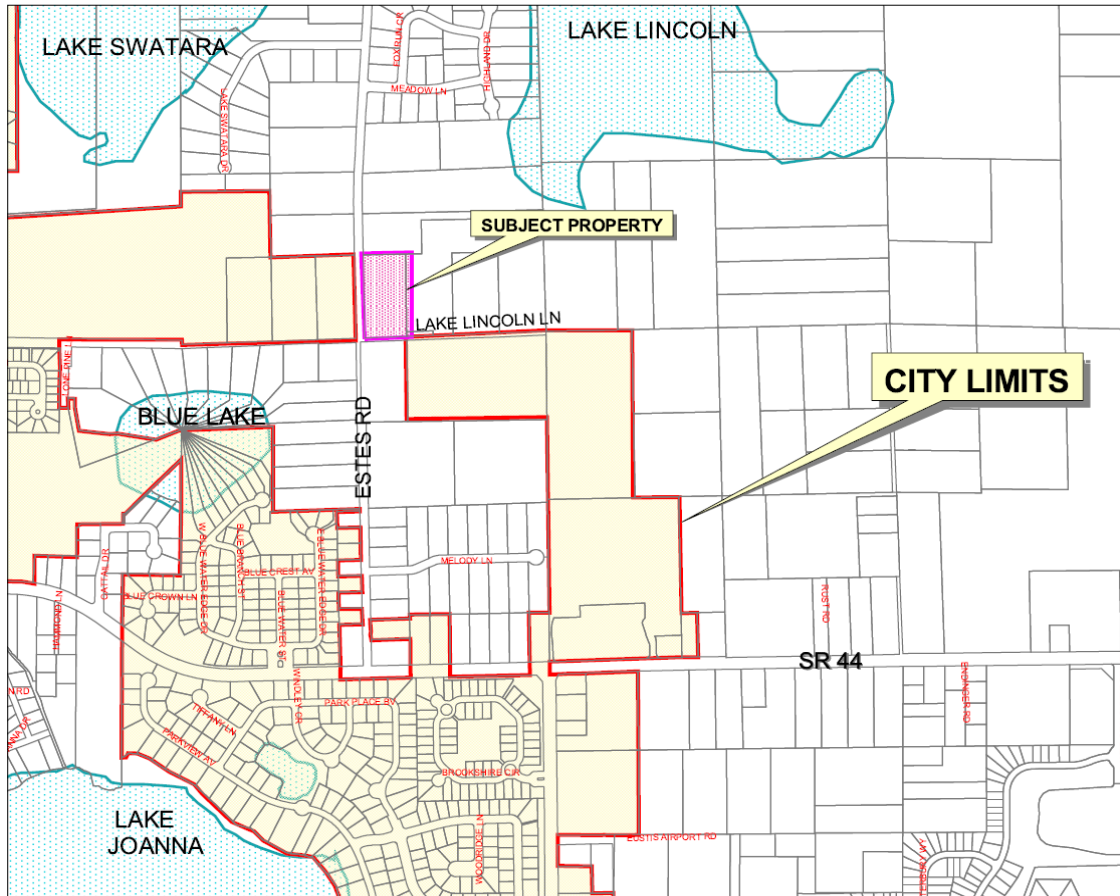
**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 21-15 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Mary C. Montez, City Clerk

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

## EXHIBIT A



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

## **ORDINANCE NUMBER 21-16**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO 163.3187 F.S.; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 5.2 ACRES OF RECENTLY ANNEXED REAL PROPERTY AT THE NORTHEAST CORNER OF ESTES ROAD AND LAKE LINCOLN LANE FROM RURAL TRANSITION IN LAKE COUNTY TO SUBURBAN RESIDENTIAL (SR) IN THE CITY OF EUSTIS.**

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

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

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

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

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

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

**WHEREAS**, on July 15, 2021, the City Commission held the 2<sup>nd</sup> Adoption Public Hearing to consider the adoption of the Small-Scale Future Land Use Amendment contained herein;

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

### **SECTION 1.**

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

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

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND RUN NORTH 87 DEGREES 38 MINUTES 34 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 1360.14 FEET TO A POINT ON THE EAST EDGE OF PAVEMENT OF ESTES ROAD, SAID POINT BEING A NAIL AND DISC LB 6676, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN NORTH 01 DEGREES 22 MINUTES 21 SECONDS WEST, ALONG SAID EAST EDGE OF PAVEMENT, 644.04 FEET

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

ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

## **SECTION 2.**

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

## **SECTION 3.**

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

## **SECTION 4.**

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

## **SECTION 5.**

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

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this 15<sup>th</sup> day of July 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 15<sup>th</sup> day of July, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 21-16 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Mary C. Montez, City Clerk

Exhibit A



## **ORDINANCE NUMBER 21-17**

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

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

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

**WHEREAS**, on July 15, 2021 the City Commission held the 2<sup>nd</sup> Public Hearing to consider the adoption of the Design District Amendment contained herein;

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

### **Section 1. Design District Designation**

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

Parcel Alternate Key Number: 3862863

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

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

ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

**Section 2. Map Amendment**

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

**Section 3. Conflict**

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

**Section 4. Severability**

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

**Section 5. Effective Date**

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

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this 15<sup>th</sup> day of July 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 15<sup>th</sup> day of July, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

---

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

**CITY ATTORNEY'S OFFICE**

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

\_\_\_\_\_  
City Attorney's Office

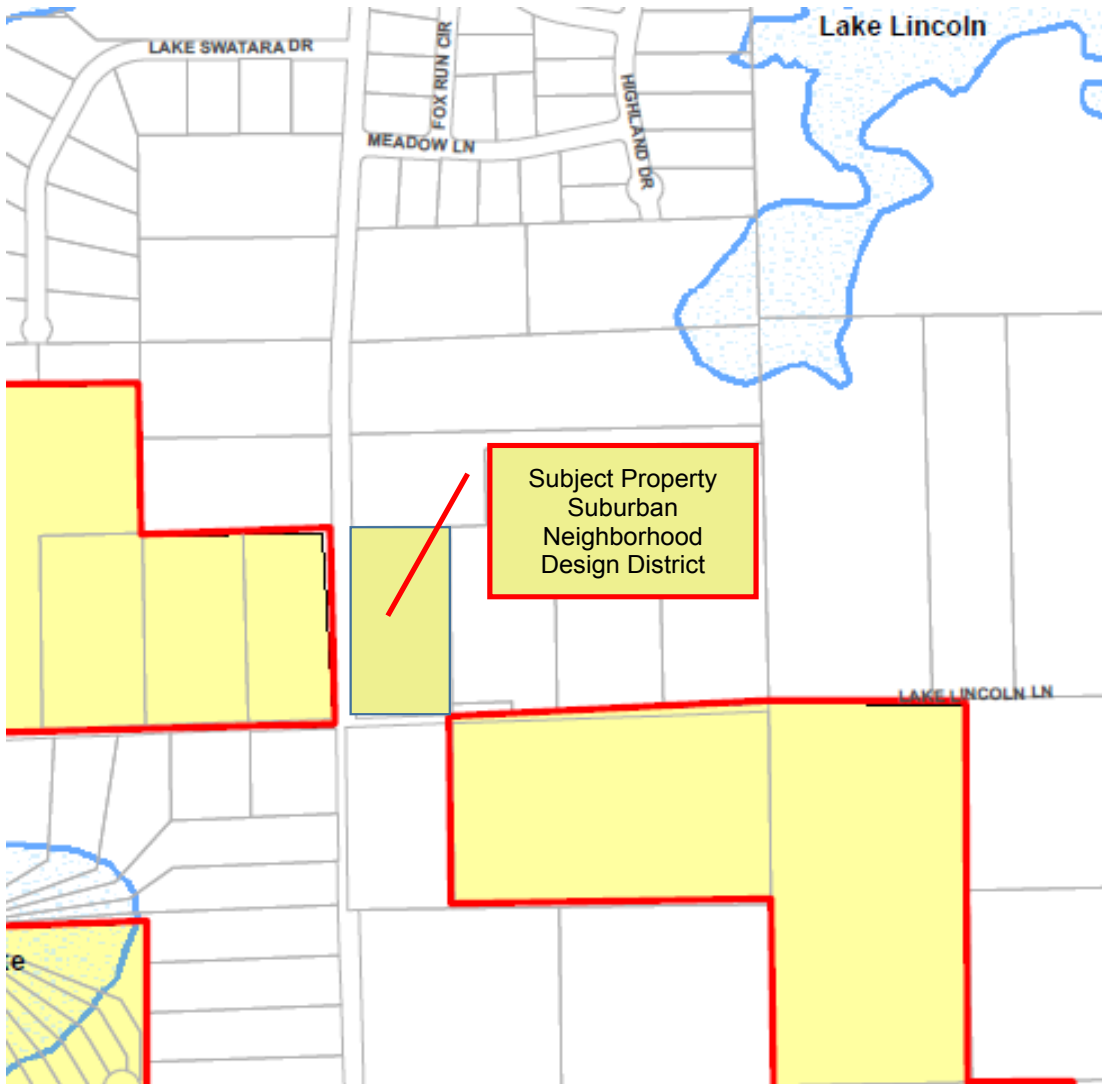
\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 21-17 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Mary C. Montez, City Clerk

Exhibit A





**City of Eustis**

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

## Staff Report

**TO:** Eustis City Commission  
**FROM:** Ronald Neibert, City Manager  
**DATE:** July 15, 2021  
**RE:** ORDINANCE NUMBER 21-18: VOLUNTARY ANNEXATION OF PROPERTY LOCATED ON WEST SIDE OF ESTES ROAD (APPROXIMATELY 650 FEET NORTH OF BATES AVENUE)  
ORDINANCE NUMBER 21-19: COMPREHENSIVE PLAN AMENDMENT FOR PROPERTY LOCATED ON WEST SIDE OF ESTES ROAD  
ORDINANCE NUMBER 21-20: DESIGN DISTRICT ASSIGNMENT FOR PROPERTY LOCATED ON WEST SIDE OF ESTES ROAD

---

### **Introduction:**

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

### **Background:**

See attached Staff Report.

### **Recommended Action:**

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

### **Alternatives:**

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

### **Attachments:**

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

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

**Reviewed by:**

Ronald Neibert, City Manager  
Mary Montez, City Clerk

Approved - 09 Jul 2021  
Approved - 09 Jul 2021



## City of Eustis

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

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

*Ordinance Number 21-18 – Voluntary Annexation*

*Ordinance Number 21-19 – Comprehensive Plan Amendment*

*Ordinance Number 21-20 – Design District Assignment*

### Introduction

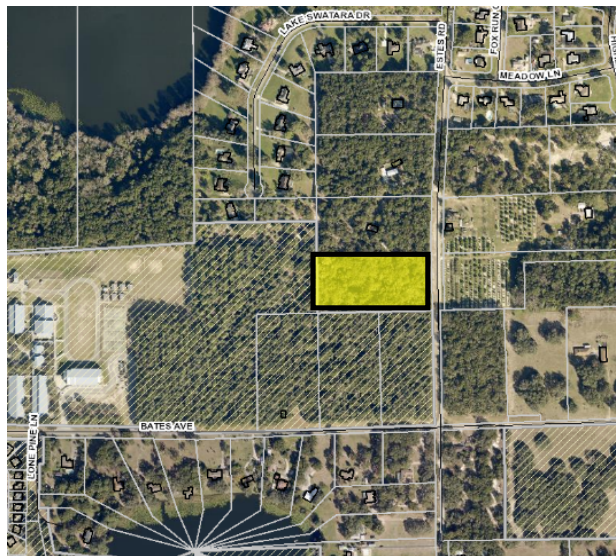
Ordinance Number 21-18 provides for the voluntary annexation of approximately 4.69 acres located on west side of Estes Road, approximately 650-feet north of Bates Avenue. Provided the annexation of the subject property is approved, Ordinance Number 21-19 would change the future land use designation from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

### Recommended Action

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

### Background/Pertinent Site Information

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



Surrounding properties have the following land use designations:

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

### Applicant's Request

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***Annexation of the subject property does not create an enclave.***

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

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

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

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

In Accordance with Florida Statutes Chapter 163.3177.9.:

*Discourage Urban Sprawl:*

##### **Primary Indicators of Sprawl:**

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

##### **Review of Indicators**

1. *Low Intensity Development:*

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

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

2. *Urban Development in Rural Areas:*

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

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

3. *Strip or Isolated Development:*

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

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

4. *Natural Resources Protection:*

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

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

5. *Agricultural Area Protection:*

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

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

6. *Public Facilities:*

Fails to maximize use of existing public facilities and services.

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

7. Cost Effectiveness and Efficiency of Public Facilities:

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

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

8. Separation of Urban and Rural:

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

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

9. Infill and Redevelopment:

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

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

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

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

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

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

12. Open Space:

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

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

13. Urban Sprawl:

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

**a. Direction of Growth:**

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

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

**b. Efficient and Cost-Effective Services:**

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

***Water and sewer service are already available.***

**c. Walkable and Connected Communities:**

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

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

**d. Water and Energy Conservation:**

Promotes conservation of water and energy.

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

**e. Agricultural Preservation:**

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

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

**f. Open Space:**

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

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

**g. Balance of Land Uses:**

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

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

**h. Urban Form Densities and Intensities:**

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

***Not applicable.***

**In Accordance with Comprehensive Plan Future Land Use Element Appendix:**

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

***Major Categories of Plan Policies:***

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

**1. General Public Facilities/Services:**

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

***a. Emergency Services Analysis:***

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

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

**b. Parks & Recreation:**

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

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

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

**Potential Residential Demand**

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

**Water: 58 x 140 GPCD = 8,120 GPD**

**Wastewater: 58 x 120 GPCD = 6,960 GPD**

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

**d. Schools:**

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

**e. Solid Waste:**

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

**f. Stormwater:**

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

g. **Transportation Network Analysis:**

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

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

**1) Trip Generation for Residential Component of SR**

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

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

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

***Estimated Additional Dwelling Units: 19***

***PM Peak Hour of generator on a weekday***

***Ave. Rate @ 1.0 x 19 = 9 trips***

***36% exiting: 3***

***64% entering: 6***

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

| <b>Adopted<br/>LOS<br/>Standard</b> | <b>LOS<br/>Capacity</b> | <b>Existing<br/>EB/NB<br/>Trips</b> | <b>Plus<br/>Proposed<br/>Additional<br/>EB/NB<br/>Trips</b> | <b>Existing<br/>WB/SB<br/>Trips</b> | <b>Plus<br/>Proposed<br/>Additional<br/>WB/SB<br/>Trips</b> |
|-------------------------------------|-------------------------|-------------------------------------|-------------------------------------------------------------|-------------------------------------|-------------------------------------------------------------|
| <b>D</b>                            | <b>675</b>              | <b>137</b>                          | <b>146</b>                                                  | <b>149</b>                          | <b>158</b>                                                  |

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

| <b>Adopted<br/>LOS<br/>Standard</b> | <b>LOS<br/>Capacity</b> | <b>Existing<br/>EB/NB<br/>Trips</b> | <b>Plus<br/>Proposed<br/>Additional<br/>EB/NB<br/>Trips</b> | <b>Existing<br/>WB/NB<br/>Trips</b> | <b>Plus<br/>Proposed<br/>Additional<br/>WB/SB<br/>Trips</b> |
|-------------------------------------|-------------------------|-------------------------------------|-------------------------------------------------------------|-------------------------------------|-------------------------------------------------------------|
| <b>D</b>                            | <b>675</b>              | <b>234</b>                          | <b>243</b>                                                  | <b>158</b>                          | <b>167</b>                                                  |

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

## **2. Natural Resources/Natural Features:**

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

### **a. Ground water recharge areas:**

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

### **b. Historical or archaeological sites:**

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

### **c. Flood zones:**

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

### **d. Soil and topography:**

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

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

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

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

### **3. Comprehensive Plan Review:**

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

***Existing Land Use According to the Lake County Comprehensive Plan:***

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

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

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

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

***Proposed Land Use According to the Eustis Comprehensive Plan:***

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

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

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

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

***Allowable lot types: Estate, House, Duplex***

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

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

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

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

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

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

*Source: Lake County GIS Zoning & FLU Codes*

#### **Comparison of Lake County Development Conditions**

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

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

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

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

#### **Proposed Residential Land Uses.**

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

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

#### **Proposed Non-Residential Land Uses.**

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

**Not applicable.**

**4. Transportation:**

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

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

**5. Water Supply:**

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

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

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

*Standards for Review:*

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

**a. Consistent with Comprehensive Plan:**

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

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

**b. In Conflict with Land Development Regulations:**

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

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

**c. Inconsistent with Surrounding Uses:**

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

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

**d. Changed Conditions:**

Whether there have been changed conditions that justify an amendment.

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

**e. Demand on Public Facilities:**

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

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

**f. Impact on Environment:**

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

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

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

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

**g. Public Interest and Intent of Regulations:**

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

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

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

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

***h. Other Matters:***

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

***None.***

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

Form-Based Code:

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

***1. Standard for Review:***

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

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

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

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

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

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

Design districts – Suburban Neighborhood

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

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

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

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

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

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

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

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

**c. Consistent with Comprehensive Plan:**

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

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

**d. Consistent with Surrounding Uses:**

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

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

**e. Changed Conditions:**

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

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

**f. Public Facilities.**

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

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

**g. Impact to Environment:**

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

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

**h. Property Values:**

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

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

**i. Orderly Development Pattern:**

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

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

**j. Public Interest and Intent of Regulations:**

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

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

**k. Other Matters:**

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

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

#### **Applicable Policies and Codes**

1. Resolution Number 87-34

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

2. Florida Statutes Chapter 171.044: Voluntary Annexation:

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

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

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

5. Policy FLU 1.1.1: Planning Principles

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

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

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

**Fiscal Impact:**

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

**Alternatives:**

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

**Discussion of Alternatives:**

Alternative 1 approves the Ordinances.

*Advantages:*

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

*Disadvantages:*

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

Alternative 2 denies the Ordinances.

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

*Advantages:*

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

*Disadvantages:*

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

**Community Input**

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

**Budget / Staff Impact:**

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

**Prepared By:**

Lori Barnes, AICP, CPM, Development Services Director

**Attachments:**

Ordinance Number 21-18, Exhibit A: Location

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

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

**ORDINANCE NUMBER 21-18**

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

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

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

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

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

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

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

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

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

**WHEREAS**, on July 15, 2021, the City Commission held the 2<sup>nd</sup> Public Hearing to consider the voluntary annexation of the property contained herein

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

**SECTION 1.**

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

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

**SECTION 2.**

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

**SECTION 3.**

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

**SECTION 4.**

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

**SECTION 5.**

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

**SECTION 6.**

That this Ordinance shall become effective upon passing.

**SECTION 7.**

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

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this 15<sup>th</sup> day of July, 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 15<sup>th</sup> day of July, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

\_\_\_\_\_  
City Attorney's Office                      Date

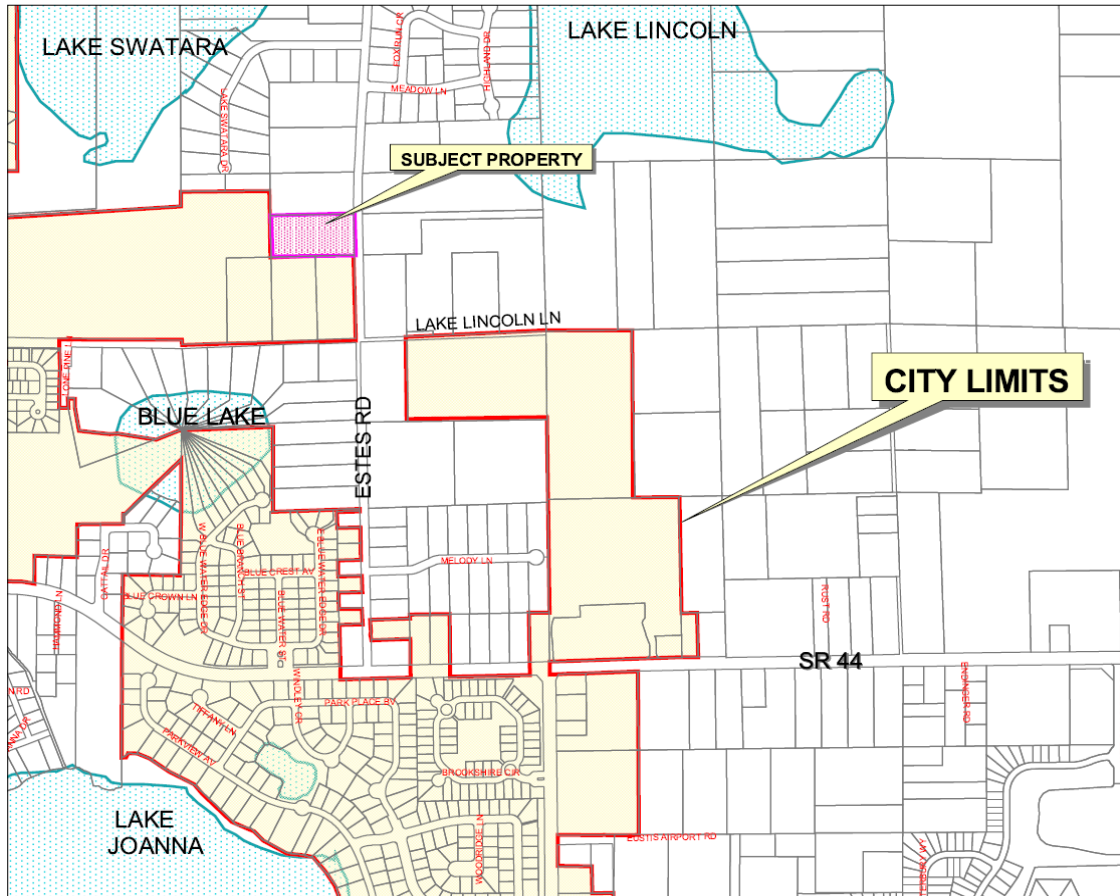
**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 21-18 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Mary C. Montez, City Clerk

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

## EXHIBIT A



## **ORDINANCE NUMBER 21-19**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO 163.3187 F.S.; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 4.69 ACRES OF REAL PROPERTY ON THE WEST SIDE OF ESTES ROAD (APPROXIMATELY 650-FEET NORTH OF BATES AVENUE) FROM RURAL TRANSITION IN LAKE COUNTY TO SUBURBAN RESIDENTIAL (SR) IN THE CITY OF EUSTIS.**

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

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

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

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

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

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

**WHEREAS**, on July 15, 2021, the City Commission held the 2<sup>nd</sup> Adoption Public Hearing to consider the adoption of the Small-Scale Future Land Use Amendment contained herein;

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

### **SECTION 1.**

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

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

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

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 27 EAST, AND RUN NORTH 00°36'44" WEST, ALONG THE WEST LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 25.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BATES AVENUE, SAID RIGHT-OF-WAY BEING 50 FEET

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

## **SECTION 2.**

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

## **SECTION 3.**

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

## **SECTION 4.**

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

## **SECTION 5.**

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

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this 15<sup>th</sup> day of July 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 15<sup>th</sup> day of July, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 21-19 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Mary C. Montez, City Clerk

Exhibit A



## **ORDINANCE NUMBER 21-20**

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

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

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

**WHEREAS**, on July 15, 2021 the City Commission held the 2<sup>nd</sup> Public Hearing to consider the adoption of the Design District Amendment contained herein;

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

### **Section 1. Design District Designation**

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

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

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

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

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

**Section 2. Map Amendment**

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

**Section 3. Conflict**

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

**Section 4. Severability**

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

**Section 5. Effective Date**

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

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this 15<sup>th</sup> day of July 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 15<sup>th</sup> day of July, 2021, by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.

---

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

**CITY ATTORNEY'S OFFICE**

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

---

City Attorney's Office

Date

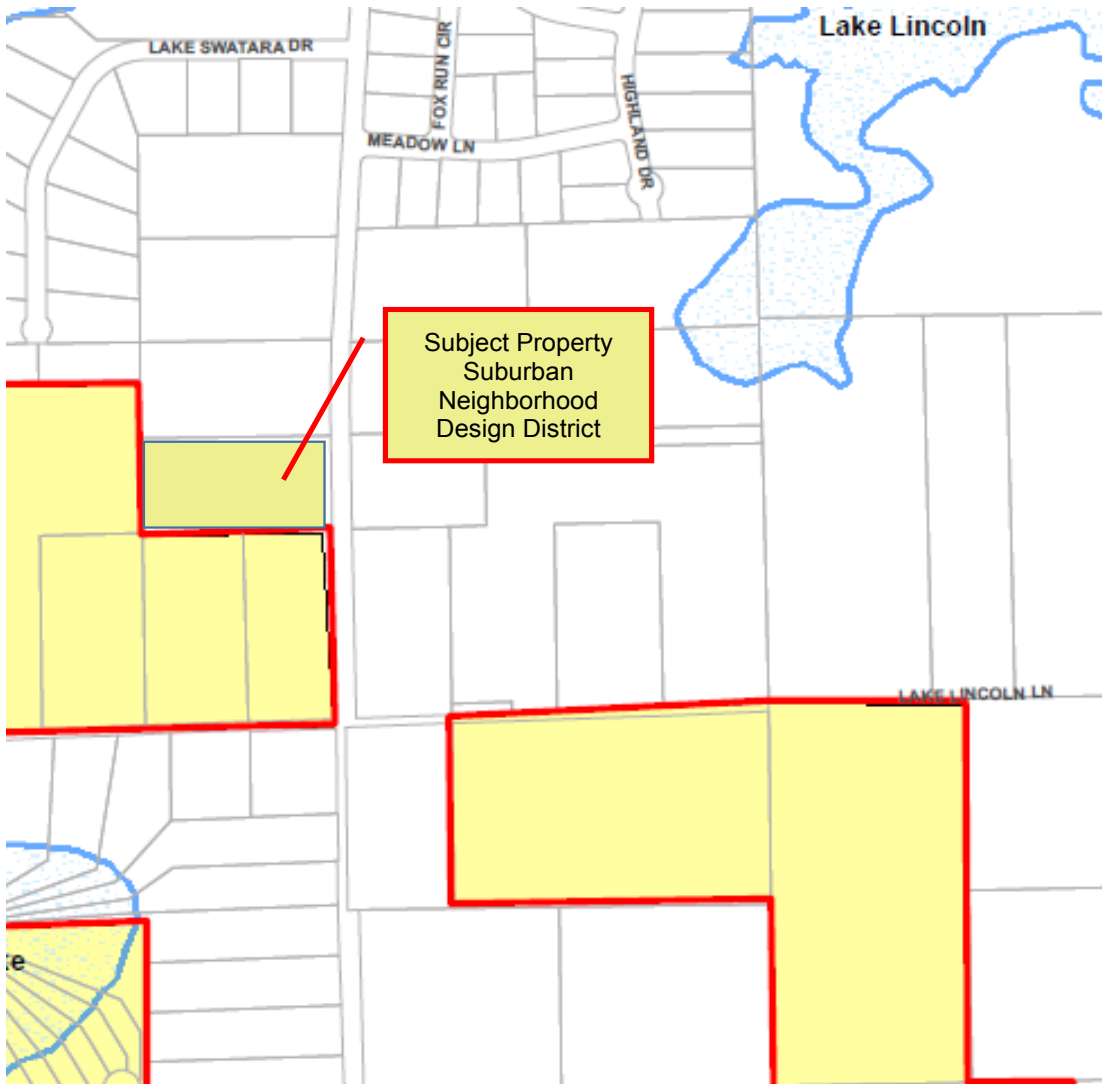
**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 21-20 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

---

Mary C. Montez, City Clerk

Exhibit A





**City of Eustis**

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

## Staff Report

**TO:** Eustis City Commission  
**FROM:** Ronald Neibert, City Manager  
**DATE:** July 15, 2021  
**RE:** ORDINANCE NUMBER 21-21: ANNUAL UPDATE OF THE FIVE-YEAR CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE PLAN FISCAL YEAR 2022-26

---

**Introduction:**

Ordinance Number 21-21 approves the FY 2022-26 annual update of the Five Year Capital Improvement Element of the Comprehensive Plan pursuant to F.S. 163.3177(3)5(b).

**Background:**

See attached Staff Report.

**Attachments:**

[Staff Report - CIP-CIE Ord 21-21](#)

[Ordinance No. 21-21 CIP Acceptance](#)

**Reviewed by:**

Ronald Neibert, City Manager  
Mary Montez, City Clerk

Approved - 09 Jul 2021  
Approved - 09 Jul 2021





## City of Eustis

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

TO: EUSTIS CITY COMMISSION  
FROM: RONALD R. NEIBERT, CITY MANAGER  
DATE: JULY 15, 2021  
RE: ORDINANCE NUMBER 21-21  
ANNUAL UPDATE OF THE FIVE-YEAR CAPITAL IMPROVEMENT  
ELEMENT OF THE COMPREHENSIVE PLAN FISCAL YEAR 2022-26

### Introduction

Ordinance Number 21-21 approves the FY 2022-26 annual update of the Five-Year Capital Improvements Element of the Comprehensive Plan pursuant to F.S. 163.3177(3)5(b).

### Recommended Action

Staff recommends approval of Ordinance Number 21-21.

### Background

Florida Statutes 163.3177(3)5(b) requires the City to undertake an annual review of the Capital Improvements Element and update the Five-Year Capital Improvement Schedule by ordinance. The City Commission reviewed the Capital Improvement Element in a series of workshops and public hearings and accepted the updated Capital Improvement Plan at its regular meeting of July 15, 2021.

The schedule of capital improvements includes all publicly funded projects necessary to ensure that the adopted level of service standards is achieved and maintained for the five-year period FY2021-22 through FY2025-26.

### Alternatives

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

### Discussion of Alternatives

1. Approve the Ordinance
  - a. Advantages
    - i. The action fulfills the statutory requirement
    - ii. The Commission has previously accepted the same updated schedule
  - b. Disadvantages
    - i. There is no disadvantage to approving the Ordinance
2. Deny the Ordinance

- a. Advantages
  - i. The Commission could consider another revised schedule of capital improvement
- b. Disadvantages
  - i. Potential failure to comply with statutory requirements in a timely manner

**Community Input**

Staff properly advertised the Ordinance and invites public input during the August 5, 2021 and the August 19, 2021 meetings.

**Budget/Staff Impact**

There is no specific staff or budget impact associated with the Ordinance, other than the obvious budgetary impact of the plan itself which is included in the proposed Budget presented at the July 15, 2021 workshop held at the City Commission Chambers.

**Prepared By:**

Nailya Harnisch, Deputy Finance Director

**Reviewed By:**

Mike Sheppard, Finance Director

Attachments: Ordinance 21-21, FY2021-22–FY2025-26 Five-Year Schedule of Capital Improvement.

**ORDINANCE NUMBER 21- 21**

**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.**

**WHEREAS**, Florida Statutes 163.3177(3)5(b) requires the City to undertake an annual review of the Capital Improvements Element and update the Five-Year Capital Improvement Schedule by ordinance; and

**WHEREAS**, the City Commission has reviewed the Capital Improvement Element and accepted the Five-Year Capital Improvement Plan for Fiscal Year 2022 through Fiscal Year 2026;

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

**Section 1.**

That the Capital Improvement Plan for Fiscal Year 2022 through Fiscal Year 2026 is hereby adopted as the annual update of the Five-Year Capital Improvement Schedule in the Capital Improvement Element based on the Comprehensive Plan requirements.

**Section 2.**

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

**Section 3.**

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 immediately on passing.

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida this 5<sup>th</sup> of August, 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 5<sup>th</sup> 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 Ordinance Number 21-21 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:** July 15, 2021  
**RE:** ACCEPTANCE OF PROPOSED MILLAGE RATE FOR FY2021-2022 AND  
DATE FOR FIRST PUBLIC BUDGET HEARING

---

### **Introduction:**

This agenda item requests approval to set the proposed millage rate at the current rate of 7.5810 mills and the date of the first public hearing on the Fiscal Year 2021-2022 budget and millage for September 9, 2021 at 6:00 P.M. The second public hearing would be set for September 23, 2021.

### **Background:**

See attached Staff Report. Additional discussion regarding the millage rate was held at the July 14, 2021, workshop.

### **Attachments:**

[Staff Report - Proposed Millage Budget Hearing](#)

### **Reviewed by:**

Ronald Neibert, City Manager  
Mary Montez, City Clerk

Approved - 09 Jul 2021  
Approved - 09 Jul 2021





## City of Eustis

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

TO: EUSTIS CITY COMMISSION  
FROM: RONALD R. NEIBERT, CITY MANAGER  
DATE: JULY 15, 2021  
RE: **PROPOSED MILLAGE RATE FOR 2021 (FISCAL YEAR 2022) AND  
DATE OF FIRST PUBLIC BUDGET HEARING**

### Introduction

This agenda item requests approval to set the proposed millage rate at the current rate of **7.5810** mills and the date of the first public hearing on the Fiscal Year 2021-2022 budget and millage for September 9, 2021 at 6:00 P.M.

### Recommended Action

Staff recommends approval of the proposed millage rate at the current rate of **7.5810** mills and the date of the first public hearing for September 9, 2021 at 6:00 P.M.

### Background

A millage rate is a tax rate expressed as mills per dollar. One mill equals \$1 per \$1,000 (value of property). For example, a millage rate of 7.5810 is .7581%.

Each taxing authority is annually required to set a proposed millage rate for property taxation and to establish a date for the first public millage and budget hearing. The proposed rate and the hearing date are included in the Truth in Millage (TRIM) notice sent to all property owners in mid-August. The County Property Appraiser has provided the included forms for the purpose of setting the proposed millage rate for 2020.

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 2021 is now approximately 14.70% above what it was in 2007 (\$1,067,615,340) representing an average annual increase of 1.84%. 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 seven years.

Please note that while property values can deteriorate rapidly, residential property held by the same homeowner can only increase a maximum of 3% each year and commercial property held by the same property owner can only increase 10%. Additional value is only applied when a current owner sells to a new owner. At this time an increase of more than 3% or 10% can be applied if warranted.

Since last year, the adjusted tax roll (including new construction and annexation) increased to \$1,224,522,225 from \$1,146,517,394. This year's total tax value

represents an increase of 6.80% up 5.86 reported on June 1, 2021. New construction included in the total is \$9,197,488 or .75% of the total taxable value. The total increase in taxable value was \$78,004,831 of which 11.79% was new construction; the rest was value added by existing owners and new purchases of existing property.

Based on that valuation, the Commission can consider any of the following options in setting a millage rate for the 2020-2021 Fiscal Year:

1. The Current Millage Rate of **7.5810** mills. This is the rate that would generate the revenues most sufficient to meet 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.
2. The Roll-Back Rate of **7.1416** mills. 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 **7.1416** and the maximum allowed with a two-thirds vote of **8.2038**. Any rate over the Roll-Back rate would be advertised as a tax increase.

Staff recommends setting the Fiscal Year 2019-2020 rate at the current rate of **7.5810** mills to support the revenue assumptions of the proposed budget. The rate approved by the commission vote today will be included on the DR420 which will be submitted to the State of Florida. State Law allows for the reduction of the rate during either or both of the public hearings in September. However, an increase to the proposed rate at either of the hearings, per Florida Statutes 200.065, requires a first class notice to all taxpayers of the City at an estimated cost of \$30,000 and 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.

To determine the millage rate for a home owner with an assessment of \$150,000 and a homestead exemption of \$50,000 would result in a taxable value of \$100,000 a Eustis millage rate and tax computation is as follows:

| Taxable Value  |   | Divide by<br>Per \$1,000<br>of Value | = | Value<br>Applied | x | Millage<br>Rate as<br>a Dollar Amt. | = | Tax on<br>Property |
|----------------|---|--------------------------------------|---|------------------|---|-------------------------------------|---|--------------------|
| 100,000        | / | 1,000                                | = | 100              | x | 7.5810                              | = | \$758.10           |
| 100,000        | / | 1,000                                | = | 100              | x | 7.1416                              | = | <u>\$714.16</u>    |
| Annual Savings |   |                                      |   |                  |   |                                     |   | \$ 43.94           |
| Month Savings  |   |                                      |   |                  |   |                                     |   | \$ 3.66            |

The Eustis rate would result in annual taxes of \$758.10, or about \$2.07 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 7.1416 mills would produce a tax of \$714.16 (\$1.95 per day) reducing the taxes paid to the City by \$43.94 for the year.

The included Chart C depicts the City's current millage rate as ranked with the other municipalities of Lake County. The City does not have fire assessment fees, which are levied by other municipalities. The proposed budget that was presented at the June 27 workshop was prepared with revenue estimates based on the current millage rate of **7.5810**.

The proposed date of the first public millage and budget hearing is **September 9th and 23<sup>rd</sup> of 2021 at 6:00 P.M.** in the Commission Chambers and provides the time necessary to complete the budget approval process prior to the start of the new fiscal year on October 1, 2020.

#### **Alternatives**

1. Set the proposed millage rate at the current rate of **7.5810** mills.
2. Set the proposed millage rate at the Roll-Back rate of **7.1416** mills.
3. Set the proposed millage rate at some other rate between **7.1416** and the maximum rate allowed with a two-thirds vote –**8.2353**.

#### **Discussion of Alternatives**

1. Sets the proposed millage rate at **7.5810** mills.
  - a. Advantages
    - i. Provides more recurring revenues and allowing the City to better keep up with inflationary factors.
    - ii. Provides a better opportunity to balance revenues and expenditures for the upcoming fiscal year, which currently has a positive net revenue over expenditures of \$364,835.
    - iii. Requires only a minimal increase in the average property owner's taxes as compared to the Roll-Back rate.
    - 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 7.1416 and would be advertised by law as a tax increase.
2. Sets the proposed millage rate at the Roll-Back rate of **7.1416** mills.
  - 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 \$527,294 less than the revenue assumptions in the proposed budget). This would change the estimated surplus to a negative \$162,459, using available fund balance in the General Fund.
    - ii. The rate would require use of fund balance to balance the General Fund budget.

- iii. The rate would likely require significant expenditure reductions.
  - iv. The rate could result in reduction to the City's current levels of service.
- 3. Sets the proposed millage rate at **7.2769** would bring the net revenue over expenditures to approximately breakeven for the General Fund.
  - a. Advantages
    - i. The rate selected would still provide a millage rate reduction to the taxpayer and still provide the General Fund with a breakeven value for the current year.
  - b. Disadvantages
    - i. The rate selected would not allow the City to continue to keep pace with inflation 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 fund balance reserves of \$364,835.

**Prepared By:**

Mike Sheppard Finance Director



**City of Eustis**

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

## Staff Report

**TO:** Eustis City Commission  
**FROM:** Ronald Neibert, City Manager  
**DATE:** July 15, 2021  
**RE:** DISCUSSION REGARDING LAKE COMMUNITY ACTION AGENCY LEASE  
FOR 501 NORTH BAY STREET

---

**Introduction:**

At Commission's request, staff has placed on the agenda information regarding the Lake Community Action Agency's lease for the City building located at 501 N. Bay Street.

**Background:**

See attached Staff Report and other information.

**Attachments:**

[Staff Report LCAA Lease Update 7-15-21](#)

[Resolution No. 15-95](#)

[Lake Community Action Agency lease 11-19-2015 Signed](#)

**Reviewed by:**

Ronald Neibert, City Manager  
Mary Montez, City Clerk

Approved - 09 Jul 2021  
Approved - 09 Jul 2021





## City of Eustis

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

TO: EUSTIS CITY COMMISSION  
FROM: RONALD R. NEIBERT, CITY MANAGER  
DATE: JULY 15, 2021  
RE: INFORMATION ON LAKE COMMUNITY ACTION AGENCY LEASE FOR  
501 NORTH BAY STREET

### **Introduction:**

This is an informational item on the Lake Community Action Agency lease for City-owned property at 501 North Bay Street.

### **Background:**

The LCAA is a not-for-profit organization formed in 1966 that operates programs and provides services for children and families in the area. In 1993, the LCAA moved to their current location at 501 North Bay Street. The most recent lease was approved by Resolution No. 15-95 on November 19, 2015.

Below are the terms of that lease, which expired on December 31, 2020.

- Five-year lease with a termination provision after three years with 180-days notice
- Acknowledgement of annual fair market rent of \$49,000 or \$4,083.33 per month
- Actual annual rent of \$28,690.00 or \$2,390.83 per month
- Annual payment from City to LCAA of \$7,500 for programs serving Eustis residents
- City pays for property insurance (estimated at \$3,185 annually)
- LCAA maintains liability insurance

The discounted rent and \$7,500 payment from the City functions as grant match allowing the LCAA to leverage other state and federal grant dollars. As of the writing of this report, the LCAA was current on rent through June 2021. Rent proceeds from this lease go to the 068 Economic Development Fund for economic development programs and activities such as marketing and Gateway Grants.

### **Budget and Staffing Impact:**

The annual net impact of this lease is \$21,190, which funds economic development programs and activities. While the City does pay approximately \$3,185 annually for

property insurance, that cost is not attributable to LCAA or this lease as it would need to be paid even in the absence of a lease.

**Prepared by:**

Tom Carrino, Economic Development Director

**Attachments**

Resolution 15-95 with attached Lake Community Action Agency Lease

**RESOLUTION NO. 15-95**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH LAKE COMMUNITY ACTION AGENCY, INC., FOR CITY-OWNED PROPERTY LOCATED AT 501 NORTH BAY STREET IN EUSTIS.**

**WHEREAS**, Lake Community Action Agency, Inc. has leased the City-owned property, located at 501 North Bay Street in Eustis, from the City of Eustis, Florida since 1993; and

**WHEREAS**, Lake Community Action Agency, Inc. has and continues to provide needed services to the residents of Lake County and to the residents of the City of Eustis; and

**WHEREAS**, the renewal of this lease demonstrates a benefit to the residents of the City of Eustis, Florida by having the location from which these services are provided located within the City of Eustis; and

**WHEREAS**, the City Commission of the City of Eustis, wishes to renew this lease agreement under the terms as are stated in the attached "Exhibit A".

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Eustis, Florida, does hereby authorize the City Manager to execute the lease agreement with Lake Community Action Agency, Inc., which is attached hereto as "Exhibit A".

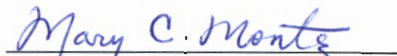
**DONE AND RESOLVED** this 19<sup>th</sup> day of November, 2015, in regular session of the City Commission of the City of Eustis, Florida.

**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**

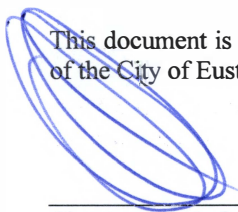
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2015,  
by Michael L. Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.



Serita Hill  
Notary Public - State of Florida  
My Commission Expires: Aug 20, 2016  
Notary Serial No: EE 219006

**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

11/23/2015  
\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Resolution No. 15-95 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 Service Center, all within the corporate limits of the City of Eustis, Lake County,  
Florida.

Mary C. Montez  
\_\_\_\_\_  
Mary C. Montez, City Clerk

## LAKE COMMUNITY ACTION AGENCY LEASE

This lease, made and entered into this 24th day of November, 2015, by and between **THE CITY OF EUSTIS**, hereinafter referred to as Lessor, and **LAKE COMMUNITY ACTION AGENCY, INC.**, hereinafter referred to as Lessee:

That Lessor does by these presents lease and demise unto Lessee that certain real property currently located at 501 North Bay Street, in the City of Eustis, County of Lake, State of Florida, for a term described below, to be occupied for the purpose of charitable services and said demised premises are to be used in no other manner and for no other purposes or subletting whatsoever without the prior written consent of Lessor.

1. The term of this lease will be five (5) years beginning on the 1<sup>st</sup> day of January, 2016, and ending on the 31<sup>st</sup> day of December, 2020, or sooner as provided herein. Commencing on the 1<sup>st</sup> day of January, 2019, the Lessor, at its sole discretion, may terminate this lease by providing the Lessee one hundred and eighty (180) days notice of the termination.

2. Lessee shall pay the discounted rent of \$28,690.00 annually payable in 12 monthly installments in the amount of \$2,390.83 on the first day of each month.

3. The parties acknowledge and agree that the fair market annual rental value of the leased premises is \$49,000.00. The discounted rent reflects an in-kind donation by the City. The City donates for each year this Lease is in effect an in-kind donation in the amount \$20,310.00. The City also agrees, for each year this Lease is in effect, to donate \$7,500.00 during the month of October of each lease year. This contribution shall be used to fund operational costs and program activities for Eustis citizens.

4. Lessee shall, at its own cost and expense, throughout the term of this lease, and so long as it shall remain in possession of the demised premises, keep and maintain in good repair, all portions of the building located upon the demised premises, including, but not limited

to, all fixtures, equipment, appurtenances, and machinery therein, and all glass, including, but not limited to, plate glass, window panes, etc.; furthermore, Lessee shall keep the plumbing work, closets, pipes and fixtures belonging thereto in good repair, and keep the water pipes and connections free from obstructions, to the satisfaction of the Lessor, and further keep the roof in good repair, during the term of this lease. Lessee shall not overload the carrying capacity of the floors of the demised premises. Likewise, it shall be the obligation of Lessee to keep and maintain in good repair, the sidewalks, driveways and curbs, if any, adjoining the demised premises, or forming a part thereof. However, it is distinctly understood and agreed that the preceding sentences do not require maintenance of said building or buildings and fixtures, equipment, appurtenances and machinery in perfect condition or a condition equal to new, but Lessee shall at all times keep and maintain the same in such condition as to minimize, so far as is practicable by usual care and repairs, the effects of use, decay, injury and destruction of said property, Lessor recognizing that certain depreciation by reason of increasing age and use is unavoidable. Lessee, so long as it shall remain in possession of the demised premises, shall keep and maintain all portions of the premises, the improvements thereon, the appurtenances, machinery, equipment, and fixtures therein, in such condition as to prevent any loss, damage or injury to the persons, property, businesses, business or occupations of any other persons permitted by Lessee to be in or about the leased premises, owners, occupants and invitees of adjoining premises, and persons upon any adjacent streets or roads. At the termination of this lease, Lessee shall deliver upon the demised premises in as good condition as at the beginning of the term, natural deterioration, depreciation and damage by fire and the elements only accepted.

5. Lessee is recognized by the Internal Revenue Service as 501(C)(3) organization and holds a Consumer's Certificate of Exemption from the State of Florida for Florida taxes. Should the Lessee be determined by either government agency to not be tax exempt, the Lessee shall be responsible for all taxes, including sales taxes, if applicable.

6. For the term of this lease, the Lessor will pay the costs of providing insurance on the real property and structures located on said leased premises for its full insurable value. The premium to be paid by the Lessor for the FY 2015-16, is \$3,185.00. This represents an in-kind contribution by the Lessor to the Lessee.

7. Lessee agrees to accept possession of the demised premises in its present condition.

8. All property of every kind which may be on said demised premises during the term hereof shall be at the sole risk of Lessee or those claiming under it and the Lessor shall not be liable to Lessee, or to any other person whatsoever, for any injury, loss or damage to any person or property in or upon said demised premises, or upon the sidewalks and alleyways contiguous thereto. Lessee hereby covenants and agrees to assume all liability for or on account of any injury, loss or damage above described, and to save Lessor harmless therefrom. Furthermore, Lessor shall not be liable to Lessee or to Lessee's patrons, employees, licensees, permittees, or visitors, for any damage to person or property caused by the act or negligence of any other tenant of said demised premises, or due to the building on said premises or any appurtenances thereof being improperly constructed, or being or becoming out of repair, not for any damages from any defects or want of repair of any part of the building of which the demised premises form a part, but Lessee accepts said premise as wholly suitable for the purposes for which same are leased and accepts the building and each and every appurtenance thereof and waives defects therein, and further agrees to hold Lessor harmless from all claims for any such damage.

9. Lessee shall pay all utilities imposed upon the demised premises as the same shall become due during the term of this lease.

10. The Lessee covenants and agrees that Lessee shall, during the term of this lease, at Lessee's own cost and expense, maintain and provide general liability insurance for the benefit and protection of the Lessor and the Lessee in an amount not less than \$1,000,000 single limit for damages from personal injury to persons and in an amount not less than \$300,000 for property

damage arising out of any accident or occurrence. Said policy of insurance shall cover the demised premises and the Lessor shall be names as co-insured under said policy. A certificate of said insurance shall be delivered to the Lessor at, or prior to the commencement of the term hereof, together with proof of payment of the premium thereon, and shall contain thereon an undertaking by the insurer to give the Lessor not less than ten (10) days' written notice of any cancellation, or change in the scope of coverage, of notice of any cancellation, or change in the scope of coverage, or such policy. Proof of payment of renewal premiums said policy shall be furnished to the Lessor not less than ten (10) days prior to the expiration date of any such policy. If the Lessee fails to comply with the requirements hereof, as to insurance, the Lessor may obtain such insurance and keep the same in effect, and the Lessee shall pay the Lessor therefor upon demand; and if not paid as required, the Lessor shall have the right to recover the amount thereof, together with interest at the maximum lawful rate and the non-payment thereof when due shall constitute a default upon this lease.

11. Lessee shall not assign this Agreement, nor underlet the whole or any part of the demised premises, nor make any alteration in or to the building, and shall not occupy or permit or suffer the same to be occupied for any business or purpose deemed extra hazardous on account of fire.

12. Radon is a naturally occurring radioactive gas that, when it has 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 and radon testing may be obtained from your county public health unit.

13. In the event of a breach or threatened breach by Lessee of any of the agreements, conditions, covenants or terms hereof, Lessor shall have the right of injunction to restrain the same, and the right to invoke any remedy allowed by law or in equity. Furthermore, the rights and remedies given to Lessor in this lease are distinct, separate and cumulative rights and

remedies and no one of them, whether or not exercised by Lessor, shall be deemed to exclude any of the others.

14. The agreements, conditions, covenants and terms herein contained, shall in every case, apply to, be binding upon and inure to the benefit of the respective parties hereto, their heirs, executors, administrators, successors and assigns, with the same force and effect, as if specifically mentioned in each instance where a party hereto is named, provided, however, that no assignment or underletting by Lessee in violation of the provisions of this lease, shall vest in any such assignee or under-tenant any right or title in or to the leasehold estate hereby created.

15. Lessee hereby especially covenants and agrees that this lease shall be subject and subordinate to any mortgage or mortgages now on the demised premises.

16. Lessor hereby covenants and agrees that Lessee shall and will, upon payment of all of the rents and all other sums of money herein provided to be paid by Lessee, upon fully observing and performing the covenants and agreements herein provided to be observed and performed by Lessee, quietly and peaceably possess and enjoy said above demised premises, unless said lease be sooner terminated under and in accordance with any of the provisions herein elsewhere contained providing for such termination.

17. It is especially understood and agreed by and between Lessor and Lessee that in the event the demised premises are condemned for public use by any governmental agency, municipal, county, State or Federal, this lease shall cease and terminate and be of no further effect, and Lessee shall have no claim or demand of any kind or character in and to any award made to Lessor by reason of such condemnation.

18. Lessee especially covenants and agrees to pay and discharge all reasonable costs, attorney's fees, and expenses that may be incurred by Lessor in enforcing the covenants, agreements, conditions and terms hereof.

19. Lessee agrees that in taking this lease, it is governed by its own inspection of the premises and its own judgment of its desirability for its purposes, and has not been governed or influenced by any representation of Lessor as to the condition and character of the building upon the premises, or as to the earning capacity thereof; that no agreements, stipulations, reservations, exceptions, or conditions whatsoever have been made or entered into in regard to said premises or this lease, which will in any way vary, contradict or impair the validity of this lease or of any of its terms and conditions, and that no modification of this lease shall be binding unless it be in writing and executed and acknowledged in due form for recording by all of the parties hereto. Furthermore, Lessee takes this lease and the demised premises subject to all recorded easements and restrictions affecting the occupation and use thereof, and subject to all statutes, ordinances and regulations of competent governmental authority affecting the occupancy and use thereof, the construction and maintenance of improvements thereon, and the businesses and occupations to be engaged in by Lessee, in force now and subsequently during the term of this lease.

20. Whenever any payment is to be made under this lease, at or within a time stated, and whenever any act is to be done under this lease, by either party, at or within a stated time, time shall be of the essence of this agreement.

21. Any notice from Lessor to Lessee relating to the demised premises, or the occupancy thereof, shall be duly served if addressed to Lessee by United States Certified Mail, Return Receipt Requested, to Executive Director, Lake Community Action Agency, 501 North Bay street, Eustis, Florida 32726. Any notice from Lessee to Lessor, shall be sent by United States Certified Mail, Return Receipt Requested, to City manager, Post Office Drawer 68, Eustis, Florida 32727-0068.

22. It is distinctly understood and agreed by and between the Lessor and the Lessee that any holding over by Lessee of the herein demised premises after the expiration of this Lease shall operate and be construed only as a tenancy from month to month, terminable at the will of Lessor. In Testimony Whereof, the Parties to this agreement have hereunto set their hands to duplicate originals, the day and year first above written, after having first noted and approved all erasures, interlineations, insertions, strike-outs and strike-overs.



LESSOR:

CITY OF EUSTIS

By: *Ronald R. Neibert*  
Ronald R. Neibert, As Its City Manager

ATTEST:

*Mary C. Montez*  
Mary Montez, City Clerk

LESSEE:

LAKE COMMUNITY ACTION AGENCY, INC.

By: *[Signature]*  
As Its Executive Director

CORPORATE SEAL

ATTEST:

*Helen M. Ellis*  
Secretary





**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:** July 15, 2021  
**RE:** DISCUSSION OF POSSIBLE PURCHASE OF POST OFFICE PROPERTY

---

**Introduction:**

At the July 6, 2021, budget workshop, the Commission requested to hold a discussion on the possible purchase of the post office property which is currently up for sale.

**Attachments:**

[101 E Clifford Property Record Card](#)

[111 E Clifford Property Record Card](#)

**Reviewed by:**

Ronald Neibert, City Manager

Mary Montez, City Clerk

Approved - 09 Jul 2021

Approved - 09 Jul 2021



## PROPERTY RECORD CARD

### General Information

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                          |                                           |                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------|
| <b>Name:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | RUSSELL LINDA M<br>O                                                                                                                     | <b>Alternate Key:</b>                     | 1192803                                                                                       |
| <b>Mailing Address:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 40622 WHILDEN LN<br>LEESBURG, FL<br>34788-7733<br><a href="#">Update Mailing Address</a>                                                 | <b>Parcel Number:</b> ⓘ                   | 02-19-26-0100-<br>019-00400                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                          | <b>Millage Group and City:</b>            | 00E1 (EUSTIS)                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                          | <b>2020 Total Certified Millage Rate:</b> | 21.3461                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                          | <b>Trash/Recycling/Water/Info:</b>        | <a href="#">My Public Services Map</a> ⓘ                                                      |
| <b>Property Location:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 101 EAST<br>CLIFFORD AVE<br>EUSTIS FL 32726<br><a href="#">Update Property Location</a> ⓘ                                                | <b>Property Name:</b>                     | --<br><a href="#">Submit Property Name</a> ⓘ                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                          | <b>School Information:</b>                | <a href="#">School Locator &amp; Bus Stop Map</a> ⓘ<br><a href="#">School Boundary Maps</a> ⓘ |
| <b>Property Description:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | EUSTIS, CLIFFORD PARK W 13 FT OF LOT 6, LOTS 7, 8, 9, 10, W 13 FT OF LOT 11, ALLEY BETWEEN SAID LOTS, BLK 19 PB 5 PG 20 ORB 2036 PG 1443 |                                           |                                                                                               |
| <small>NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.</small> |                                                                                                                                          |                                           |                                                                                               |

### Land Data

| Line | Land Use                 | Frontage | Depth | Notes | No. Units | Type | Class Value | Land Value  |
|------|--------------------------|----------|-------|-------|-----------|------|-------------|-------------|
| 1    | VACANT COMMERCIAL (1000) | 0        | 0     |       | 20856     | SF   | \$0.00      | \$91,766.00 |

[Click here for Zoning Info](#) ⓘ
 [FEMA Flood Map](#)

### Miscellaneous Improvements

There is no improvement information to display.

### Sales History

**NOTE:** This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

| Book/Page                   | Sale Date  | Instrument      | Qualified/Unqualified | Vacant/Improved | Sale Price |
|-----------------------------|------------|-----------------|-----------------------|-----------------|------------|
| <a href="#">2036 / 1443</a> | 11/30/2001 | Warranty Deed   | Multi-Parcel          | Improved        | \$100.00   |
| <a href="#">1641 / 2176</a> | 5/29/1998  | Quit Claim Deed | Multi-Parcel          | Improved        | \$1.00     |
| <a href="#">1559 / 405</a>  | 10/24/1997 | Quit Claim Deed | Multi-Parcel          | Improved        | \$1.00     |
| <a href="#">985 / 2036</a>  | 10/1/1988  | Quit Claim Deed | Multi-Parcel          | Improved        | \$1.00     |
| <a href="#">789 / 2448</a>  | 10/13/1983 | Quit Claim Deed | Multi-Parcel          | Improved        | \$1.00     |
| <a href="#">789 / 2449</a>  | 10/10/1983 | Quit Claim Deed | Multi-Parcel          | Improved        | \$1.00     |
| <a href="#">589 / 2285</a>  | 3/28/1975  | Warranty Deed   | Multi-Parcel          | Improved        | \$1.00     |
| <a href="#">95 / 202</a>    | 8/6/1959   | Quit Claim Deed | Multi-Parcel          | Improved        | \$1.00     |

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

### Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2021 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification).

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

7/9/2021

Property Details : Lake County Property Appraiser

| Tax Authority                     | Market Value | Assessed Value | Taxable Value | Millage       | Estimated Taxes |
|-----------------------------------|--------------|----------------|---------------|---------------|-----------------|
| LAKE COUNTY BCC GENERAL FUND      | \$91,766     | \$91,766       | \$91,766      | 5.03270       | \$461.83        |
| LAKE COUNTY MSTU AMBULANCE        | \$91,766     | \$91,766       | \$91,766      | 0.46290       | \$42.48         |
| SCHOOL BOARD STATE                | \$91,766     | \$91,766       | \$91,766      | 3.70100       | \$339.63        |
| SCHOOL BOARD LOCAL                | \$91,766     | \$91,766       | \$91,766      | 2.99800       | \$275.11        |
| CITY OF EUSTIS                    | \$91,766     | \$91,766       | \$91,766      | 7.58100       | \$695.68        |
| ST JOHNS RIVER FL WATER MGMT DIST | \$91,766     | \$91,766       | \$91,766      | 0.22870       | \$20.99         |
| LAKE COUNTY VOTED DEBT SERVICE    | \$91,766     | \$91,766       | \$91,766      | 0.11000       | \$10.09         |
| LAKE COUNTY WATER AUTHORITY       | \$91,766     | \$91,766       | \$91,766      | 0.33680       | \$30.91         |
| NORTH LAKE HOSPITAL DIST          | \$91,766     | \$91,766       | \$91,766      | 0.89500       | \$82.13         |
|                                   |              |                |               | <b>Total:</b> | <b>Total:</b>   |
|                                   |              |                |               | 21.3461       | \$1,958.85      |

### Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

|                                                                                       |                                                         |
|---------------------------------------------------------------------------------------|---------------------------------------------------------|
| Homestead Exemption (first exemption up to \$25,000)                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Additional Homestead Exemption (up to an additional \$25,000)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to county millage - up to \$50,000)          | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ          | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior 25 Year Residency (county millage only-exemption amount varies) | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Widow / Widower Exemption (up to \$500)                                               | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Blind Exemption (up to \$500)                                                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Disability Exemption (up to \$500)                                                    | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Total and Permanent Disability Exemption (amount varies)                              | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Disability Exemption (\$5000)                                               | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Total and Permanent Disability Exemption (amount varies)                    | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Combat Related Disability Exemption (amount varies)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Deployed Servicemember Exemption (amount varies)                                      | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| First Responder Total and Permanent Disability Exemption (amount varies)              | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Surviving Spouse of First Responder Exemption (amount varies)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Conservation Exemption (amount varies)                                                | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Tangible Personal Property Exemption (up to \$25,000)                                 | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)   | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Economic Development Exemption                                                        | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Government Exemption (amount varies)                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |

### Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

### Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

<https://lakecopropappr.com/property-details.aspx?AltKey=1192803>

2/3

**This property is benefitting from the following assessment reductions with a checkmark ✓**

|                                                                                                                                                                                                               |                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Save Our Homes Assessment Limitation (3% assessed value cap)                                                                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Save Our Homes Assessment Transfer (Portability)                                                                                                                                                              | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Non-Homestead Assessment Limitation (10% assessed value cap)                                                                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Conservation Classification Assessment Limitation                                                                                                                                                             | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Agricultural Classification                                                                                                                                                                                   | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| <b>NOTE:</b> Should a determination be made that a property no longer meets the criteria for a bona fide agricultural purpose, a formal denial will be mailed on or before July 1 of the applicable tax year. |                                                         |

### Assessment Reduction Savings ⓘ

**The assessment reductions marked with a ✓ above are providing a tax dollar savings of: \$0.00**

**NOTE:** Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data last updated on June 20, 2021.

**Site Notice**



## PROPERTY RECORD CARD

### General Information

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                            |                                    |                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------------------------------------|
| Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | RUSSELL LINDA M<br>O                                                                                                                                       | Alternate Key:                     | 1192790                                                                                       |
| Mailing Address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 40622 WHILDEN LN<br>LEESBURG, FL<br>34788-7733<br><a href="#">Update Mailing Address</a>                                                                   | Parcel Number: ⓘ                   | 02-19-26-0100-<br>019-00100                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                            | Millage Group and City:            | 00E1 (EUSTIS)                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                            | 2020 Total Certified Millage Rate: | 21.3461                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                            | Trash/Recycling/Water/Info:        | <a href="#">My Public Services Map</a> ⓘ                                                      |
| Property Location:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 111 EAST CLIFFORD AVE<br>EUSTIS FL 32726<br><a href="#">Update Property Location</a> ⓘ                                                                     | Property Name:                     | EUSTIS POST OFFICE<br><a href="#">Submit Property Name</a> ⓘ                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                            | School Information:                | <a href="#">School Locator &amp; Bus Stop Map</a> ⓘ<br><a href="#">School Boundary Maps</a> ⓘ |
| Property Description:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | EUSTIS, CLIFFORD PARK LOTS 1, 2, 3, 4, 5, 12, 13, 14, 15, 16<br>E 20 FT OF LOTS 6 & 11 & ALLEY BETWEEN SAID LOTS, BLK 19 PB<br>5 PG 20<br>ORB 2036 PG 1443 |                                    |                                                                                               |
| NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. |                                                                                                                                                            |                                    |                                                                                               |

### Land Data

| Line                                                                        | Land Use              | Frontage | Depth | Notes | No. Units | Type | Class  | Value | Land Value   |
|-----------------------------------------------------------------------------|-----------------------|----------|-------|-------|-----------|------|--------|-------|--------------|
| 1                                                                           | OFFICE 1 STORY (1700) | 0        | 0     |       | 48840     | SF   | \$0.00 |       | \$268,620.00 |
| <a href="#">Click here for Zoning Info</a> ⓘ <a href="#">FEMA Flood Map</a> |                       |          |       |       |           |      |        |       |              |

### Commercial Building(s)

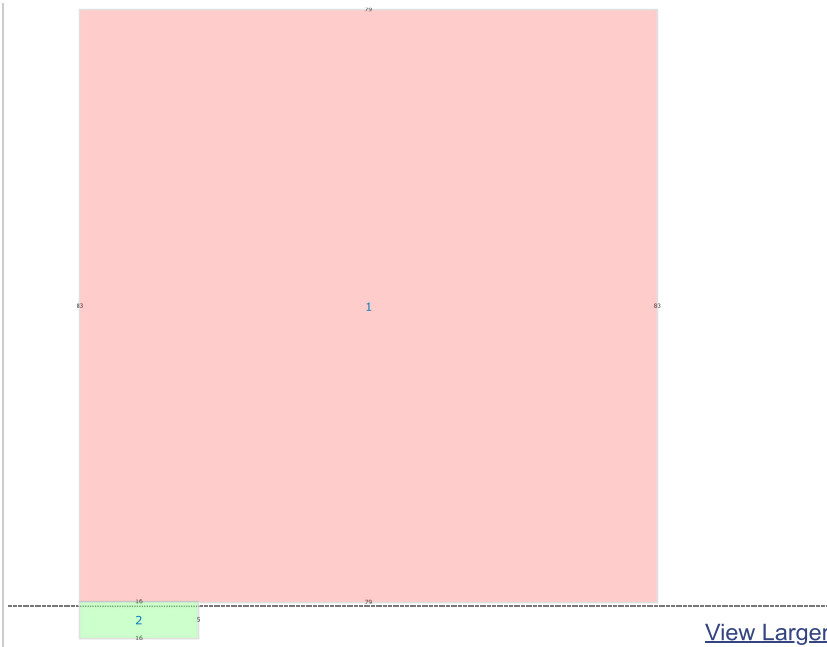
#### Building 1

|                            |                              |                            |                    |                    |                          |                 |                          |                                                                                       |
|----------------------------|------------------------------|----------------------------|--------------------|--------------------|--------------------------|-----------------|--------------------------|---------------------------------------------------------------------------------------|
| Commercial                 | Building Value: \$245,949.00 |                            |                    |                    |                          |                 |                          |                                                                                       |
| <b>Summary</b>             | <b>Section(s)</b>            |                            |                    |                    |                          |                 |                          |                                                                                       |
| Year Built: 1960           | <b>Section No.</b>           | <b>Section Type</b>        | <b>Wall Height</b> | <b>No. Stories</b> | <b>Ground Floor Area</b> | <b>Basement</b> | <b>Basement Finished</b> | <b>Map Color</b>                                                                      |
| Total Square Footage: 6637 | 1                            | FINISHED LIVING AREA (FLA) | 13                 | 1                  | 6557                     | 0%              | 0%                       |  |
| Full Bathrooms: 0          |                              | Interior Finish (17C)      |                    | Percent            |                          | Sprinkler       |                          | A/C                                                                                   |
| Half Bathrooms: 6          |                              |                            |                    | 100.00 %           |                          | No              |                          | Yes                                                                                   |
| Elevators: 0               | 2                            | FINISHED LIVING AREA (FLA) | 10                 | 1                  | 80                       | 0%              | 0%                       |  |
| Elevator Landings: 0       |                              | Interior Finish (17C)      |                    | Percent            |                          | Sprinkler       |                          | A/C                                                                                   |
| Escalators: 0              |                              |                            |                    | 100.00 %           |                          | No              |                          | Yes                                                                                   |
| Residential Units: 0       |                              |                            |                    |                    |                          |                 |                          |                                                                                       |
| Kitchens: 0                |                              |                            |                    |                    |                          |                 |                          |                                                                                       |

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Property Details : Lake County Property Appraiser

Fireplaces: 0  
 Structure Type:  
 Concrete Block  
 or Masonry Walls  
 Exterior Walls:  
 07 : 100.00 %


[View Larger](#)

### Miscellaneous Improvements

| No.  | Type                                | No. Units | Unit Type | Year | Depreciated Value |
|------|-------------------------------------|-----------|-----------|------|-------------------|
| 0001 | PAVING (PAV)                        | 11200     | SF        | 1960 | \$15,680.00       |
| 0002 | PAVING (PAV)                        | 16000     | SF        | 1990 | \$12,960.00       |
| 0004 | LOADING DOCK (LDK)                  | 540       | SF        | 1960 | \$3,004.00        |
| 0005 | LOADING DOCK (LDK)                  | 692       | SF        | 1992 | \$3,849.00        |
| 0006 | FINISHED CARPORT (FCP)              | 198       | SF        | 1992 | \$1,039.00        |
| 0007 | UTILITY BUILDING - UNFINISHED (UBU) | 192       | SF        | 2000 | \$576.00          |

### Sales History

**NOTE:** This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

| Book/Page                   | Sale Date  | Instrument      | Qualified/Unqualified | Vacant/Improved | Sale Price |
|-----------------------------|------------|-----------------|-----------------------|-----------------|------------|
| <a href="#">2036 / 1443</a> | 11/30/2001 | Warranty Deed   | Multi-Parcel          | Improved        | \$100.00   |
| <a href="#">1641 / 2176</a> | 5/29/1998  | Quit Claim Deed | Multi-Parcel          | Improved        | \$1.00     |
| <a href="#">1559 / 405</a>  | 10/24/1997 | Quit Claim Deed | Multi-Parcel          | Vacant          | \$1.00     |
| <a href="#">985 / 2036</a>  | 10/1/1988  | Quit Claim Deed | Multi-Parcel          | Vacant          | \$1.00     |
| <a href="#">789 / 2448</a>  | 10/13/1983 | Quit Claim Deed | Multi-Parcel          | Vacant          | \$1.00     |
| <a href="#">789 / 2449</a>  | 10/10/1983 | Quit Claim Deed | Multi-Parcel          | Vacant          | \$1.00     |
| <a href="#">589 / 2285</a>  | 3/28/1975  | Warranty Deed   | Multi-Parcel          | Vacant          | \$1.00     |
| <a href="#">578 / 178</a>   | 1/15/1975  | Warranty Deed   | Unqualified           | Vacant          | \$0.00     |
| <a href="#">578 / 182</a>   | 1/15/1975  | Warranty Deed   | Unqualified           | Vacant          | \$0.00     |
| <a href="#">146 / 412</a>   | 4/1/1960   | Warranty Deed   | Unqualified           | Vacant          | \$0.00     |
| <a href="#">146 / 413</a>   | 4/1/1960   | Warranty Deed   | Unqualified           | Vacant          | \$0.00     |
| <a href="#">95 / 202</a>    | 8/6/1959   | Quit Claim Deed | Multi-Parcel          | Vacant          | \$1.00     |

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

### Values and Estimated Ad Valorem Taxes ⓘ

Values shown below are 2021 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification).

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

7/9/2021

Property Details : Lake County Property Appraiser

| Tax Authority                     | Market Value | Assessed Value | Taxable Value | Millage       | Estimated Taxes |
|-----------------------------------|--------------|----------------|---------------|---------------|-----------------|
| LAKE COUNTY BCC GENERAL FUND      | \$551,677    | \$551,677      | \$551,677     | 5.03270       | \$2,776.42      |
| LAKE COUNTY MSTU AMBULANCE        | \$551,677    | \$551,677      | \$551,677     | 0.46290       | \$255.37        |
| SCHOOL BOARD STATE                | \$551,677    | \$551,677      | \$551,677     | 3.70100       | \$2,041.76      |
| SCHOOL BOARD LOCAL                | \$551,677    | \$551,677      | \$551,677     | 2.99800       | \$1,653.93      |
| CITY OF EUSTIS                    | \$551,677    | \$551,677      | \$551,677     | 7.58100       | \$4,182.26      |
| ST JOHNS RIVER FL WATER MGMT DIST | \$551,677    | \$551,677      | \$551,677     | 0.22870       | \$126.17        |
| LAKE COUNTY VOTED DEBT SERVICE    | \$551,677    | \$551,677      | \$551,677     | 0.11000       | \$60.68         |
| LAKE COUNTY WATER AUTHORITY       | \$551,677    | \$551,677      | \$551,677     | 0.33680       | \$185.80        |
| NORTH LAKE HOSPITAL DIST          | \$551,677    | \$551,677      | \$551,677     | 0.89500       | \$493.75        |
|                                   |              |                |               | <b>Total:</b> | <b>Total:</b>   |
|                                   |              |                |               | 21.3461       | \$11,776.14     |

### Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

|                                                                                       |                                                         |
|---------------------------------------------------------------------------------------|---------------------------------------------------------|
| Homestead Exemption (first exemption up to \$25,000)                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Additional Homestead Exemption (up to an additional \$25,000)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to county millage - up to \$50,000)          | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior Exemption (applied to city millage - up to \$25,000) ⓘ          | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Limited Income Senior 25 Year Residency (county millage only-exemption amount varies) | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Widow / Widower Exemption (up to \$500)                                               | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Blind Exemption (up to \$500)                                                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Disability Exemption (up to \$500)                                                    | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Total and Permanent Disability Exemption (amount varies)                              | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Disability Exemption (\$5000)                                               | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Total and Permanent Disability Exemption (amount varies)                    | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Veteran's Combat Related Disability Exemption (amount varies)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Deployed Servicemember Exemption (amount varies)                                      | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| First Responder Total and Permanent Disability Exemption (amount varies)              | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Surviving Spouse of First Responder Exemption (amount varies)                         | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Conservation Exemption (amount varies)                                                | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Tangible Personal Property Exemption (up to \$25,000)                                 | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)   | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Economic Development Exemption                                                        | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Government Exemption (amount varies)                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |

### Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

### Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

<https://lakecopropappr.com/property-details.aspx?AltKey=1192790>

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**This property is benefitting from the following assessment reductions with a checkmark ✓**

|                                                                                                                                                                                                               |                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Save Our Homes Assessment Limitation (3% assessed value cap)                                                                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Save Our Homes Assessment Transfer (Portability)                                                                                                                                                              | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Non-Homestead Assessment Limitation (10% assessed value cap)                                                                                                                                                  | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Conservation Classification Assessment Limitation                                                                                                                                                             | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| Agricultural Classification                                                                                                                                                                                   | <a href="#">Learn More</a> <a href="#">View the Law</a> |
| <b>NOTE:</b> Should a determination be made that a property no longer meets the criteria for a bona fide agricultural purpose, a formal denial will be mailed on or before July 1 of the applicable tax year. |                                                         |

### Assessment Reduction Savings ⓘ

**The assessment reductions marked with a ✓ above are providing a tax dollar savings of: \$0.00**

**NOTE:** Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data last updated on June 20, 2021.

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