



# AGENDA

## City Commission Meeting

6:00 PM – Thursday, October 03, 2024 – City Hall

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**INVOCATION: MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE: COMMISSIONER GARY ASHCRAFT**

**CALL TO ORDER**

**ACKNOWLEDGE OF QUORUM AND PROPER NOTICE**

**1. AGENDA UPDATE**

**2. APPROVAL OF MINUTES**

**2.1** Approval of Minutes

September 11, 2024 City Commission Special Meeting

**3. PRESENTATIONS**

**3.1** Police Department Swearing-in of New Officers

**3.2** Organization and Event Support Grant to Lake Cares, Inc.

**3.3** Organizational and Event Support Grant to LovExtension, Inc.

**4. AUDIENCE TO BE HEARD**

**5. CONSENT AGENDA**

**5.1** Resolution Number 24-77: Events Department Holiday Purchase in Excess of \$50,000

**5.2** Resolution Number 24-78 JAGD Grant Ballistic Helmet

**5.3** Resolution Number 24-79: 2024/25 FY Police Vehicle Budget

**5.4** Resolution Number 24-81: Approval of purchase in excess of \$50,000 for Customer Service Postage costs

**5.5** Resolution Number 24- 82: Library Purchase in Excess of \$50,000 for Books and Other Reading Materials

**5.6** Resolution Number 24-83: Authorizing Multiple Annual Purchases in Excess of \$50,000 for Products and Services Essential to the Daily Operations of Public Utilities

**5.7** Resolution Number 24-84: Coolidge Street Supplemental Agreement #1 – Bidding and Award, Grant Administration, and Construction Phase Services

**5.8** Resolution Number 24-85: Approval of purchase in Excess of \$50,000 for Annual payment to Verteks Consulting, Inc as well as the one-year extension of the contract

## **6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS**

### **6.1 SECOND READING**

Ordinance Number 24-38: Conditional Use Permit for an Accessory Dwelling Unit at 514 East Washington Avenue

### **6.2 Explanation of Ordinances for Annexation of Parcel with Alternate Key Number 1443270:**

**Ordinance Number 24-35 – Voluntary Annexation**

**Ordinance Number 24-36 – Comprehensive Plan Amendment**

**Ordinance Number 24-37 – Design District Assignment**

### **FIRST READING**

Ordinance Numbers 24-35: Voluntary Annexation of Parcel located at 2505 E. Orange Avenue with Alternate Key Number 1443270

### **6.3 FIRST READING**

Ordinance Numbers 24-36: Comprehensive Plan Amendment Assignment of Future Land Use for Annexed Parcel located at 2505 E. Orange Avenue with Alternate Key Number 1443270

### **6.4 FIRST READING**

Ordinance Number 24-37: Design District Assignment for Annexation of Parcel located at 2505 E. Orange Avenue with Alternate Key Number 1443270

## **7. FUTURE AGENDA ITEMS AND COMMENTS**

**7.1 City Commission**

**7.2 City Manager**

**7.3 City Attorney**

**7.4 Mayor**

## **8. ADJOURNMENT**

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

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



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: October 3, 2024

RE: Approval of Minutes

September 11, 2024 City Commission Special Meeting

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**Introduction:**

This item is for consideration of the minutes of the Eustis City Commission.

**Recommended Action:**

Approval of the minutes as submitted.

**Prepared By:**

Mary C. Montez, Deputy City Clerk

**Reviewed By:**

Christine Halloran, City Clerk



# MINUTES

## City Commission Special Meeting

5:30 PM – Wednesday, September 11, 2024 – City Hall

**Invocation: Pastor Bobby Rowe, North Lake Fellowship of Christian Athletes**

**Pledge of Allegiance: Commissioner Willie Hawkins**

**Call to Order: 5:32 P.M.**

### **Acknowledge of Quorum and Proper Notice**

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

1. **Agenda Update: None**
2. **Appointment of Interim City Commissioner for Seat #4**

Mayor Michael Holland reviewed the process and introduced the candidates - Christine Cruz and Randy Glisson. He requested that Dr. Glisson step out of the room while Ms. Cruz gave her presentation and answered questions from the Commission. He noted that Ms. Cruz would be participating remotely via Teams.

Christine Cruz, candidate for Seat #4, addressed the Commission regarding her work experience, her participation on various City boards and committees including the CRA Review Committee, her volunteer work and various awards she has received based on her volunteer service. She thanked the Commission for allowing her to participate remotely due to being out of town.

Commissioner Hawkins asked Ms. Cruz what she felt is the most important duty of a Commissioner.

Ms. Cruz responded that it is to strengthen the community and promote sustainable growth.

Commissioner Hawkins commented that, as the City grows, so do the demands on items such as public safety and housing. He asked her thoughts on that.

Ms. Cruz responded she is very aware of the Live Local Act and acknowledged there are limitations in what the City can do. She stated she would promote responsible growth and encourage any initiative that respects and preserves the City's natural beauty while trying to embrace opportunities that align with the City's values and character. She cited prioritizing development projects that align with the City's historical and cultural values and indicated she would support design standards and zoning policies that preserve the community. She commented on concerns regarding utilities, roads and infrastructures and expressed the need to support staff with thoughtful, considerate and well-planned decisions.

Commissioner Ashcraft had no questions for Ms. Cruz.

Vice Mayor Lee asked if there is anything in the City she is concerned about and that she would change.



Ms. Cruz expressed support for conducting more forums to increase dialogues with the community and local businesses. She commented on the need to show the community the City understands their needs and to show they are heard and valued.

Commissioner Ashcraft asked Ms. Cruz to discuss a couple of her strengths and areas that she may need to improve on.

Ms. Cruz cited her various volunteer efforts with the City over the past 17 years and stated she has the background to provide continuity of service for the limited time of the appointment.

Commissioner Hawkins asked if she has a weakness she needs to work on with Ms. Cruz responding that she talks too much and would work on making that more of an asset and take a slower approach.

Mayor Holland asked when she would return with Ms. Cruz confirming she would be back on Tuesday and had no plans to go anywhere else for the rest of the year.

Mayor Holland welcomed Randy Glisson and asked him to tell them why he wants to be a Commissioner. He explained after that the Commission would ask him questions.

Randy Glisson thanked the Commission for the opportunity. He provided an overview of his and his family's history. He noted his family moved to Eustis in 1963 and his fond memories of growing up in the City. He cited his various professional accomplishments and his involvement with the Waterman Hospital Foundation Board and the North Lake County Fellowship of Christian Athletes. He indicated his intent to help make the Commission whole and stated he would put in the time and preparation to get up to speed. He commented on his contacts in Tallahassee and his desire to try and bring more state revenue back to the City.

Commissioner Hawkins asked what he views as the most important issue facing Eustis.

Dr. Glisson cited growth and commented on Strong Towns and Lake 100 and their discussion on growth and development. He stated that growth needs to be considered on a case by case basis. He added that for high density housing developments, the City needs to obtain feedback from the citizens before moving forward. He emphasized the need to manage growth but not kill growth. He further stated that public safety is an important issue for the City. He indicated his two passions would be to move forward with sustainable growth and make sure public safety is in place.

Commissioner Hawkins asked, if he could wave a wand and go back to 1963, would he go back.

Dr. Glisson responded that there was not the same divisiveness then. He indicated he would not want to go back to 1963 but would want to work to make the community more like 1963.

Commissioner Ashcraft asked for him to provide examples of his more recent community involvement.

Dr. Glisson responded that he attends the "huddles" at Eustis High School through the Fellowship of Christian Athletes. He commented on how he provides support for candidates that represent the community and cited how he enjoys supporting other candidates. He commented on how he cares for his medically challenged grandson and enjoys attending events with him. He stated he looks forward to serving the community for the next four months and complimented the City on the Carla Mitchell event and 9-11 ceremony. He asserted that, if he has not been as active in recent years, he will make up for it while Commissioner.

Commissioner Hawkins asked what he thinks the job of a Eustis Commissioner is.

Dr. Glisson responded that it is being a representative for the City and the voting they do determine the outcomes. He cited a recent decision regarding a high density storage facility proposed for the shopping center. He stated the Commission is representative of the community while trying to look out for its citizens.

Vice Mayor Lee noted he once said at a candidate meet and greet that his goal was to find and support the right candidates for the City. She added he had said that he has "a passion for helping people. I am retired. I will use civil discussion when my opinion is required and understand the importance of working together." She asked him to elaborate on that.

Dr. Glisson responded that he means that there needs to be civil discussion between the Commissioners and that it is not beneficial to the process if the discussion gets out of hand.

Vice Mayor Lee asked if he has any concerns in the City and what would he focus on changing.

Dr. Glisson cited the need to beautify the City and commented on his involvement with the First Baptist Church and their meetings with the City to beautify their entrance.

Mayor Holland thanked Mr. Glisson and explained he is very familiar with both of the applicants. He stated that, whichever candidate is selected, the City will be well served over the next four months.

Sasha Garcia, City Attorney, stated her recommendation that, in the event of a tie vote, the City follow FSS 100.181 and ask the candidates to draw lots with numbers 1-20. She indicated that Ms. Cruz may nominate a proxy to draw for her and the person drawing the highest number would receive the appointment. It was a consensus of the Commission to follow Attorney Garcia's recommendation.

Discussion was held regarding whether or not to allow additional discussion if there is a 2 to 2 vote. It was agreed that, if there is a tie vote, they will allow one additional discussion period before taking a final vote.

Mayor Holland opened the floor to nominations for Interim Commissioner at 6:05 p.m.

Vice Mayor Lee nominated Randy Glisson.

Commissioner Ashcraft nominated Christine Cruz.

Mayor Holland asked for a motion to close the nominations. Vice Mayor Lee moved to close, Seconded by Commissioner Holland. On a roll call vote, the nominations were closed.

Mayor Holland opened the floor to discussion on the nominees.

Commissioner Hawkins acknowledged that it is a difficult decision between the two candidates.

Commissioner Ashcraft expressed support for Christine Cruz due to her recent involvement with the City and the large number of volunteer hours she has provided.

Vice Mayor Lee cited what Dr. Glisson had written on his application and commented on how well the existing Commission has worked together. She noted he is also concerned about the beautification of the City and cited his experience with budgets.

Commissioner Hawkins noted that Ms. Cruz did mention budget experience in her application. He indicated that Dr. Glisson did express his love for the City.

Vice Mayor Lee cited Dr. Glisson's connections in Tallahassee and stated the City needs help with that.

Mayor Holland expressed concern regarding the nation's economy and stated that the City needs all the help it can get with obtaining additional funding from Tallahassee.

Commissioner Hawkins questioned if Dr. Glisson's connections would serve the City within the next four months with Mayor Holland expressing the hope that, even if he is not selected, that Dr. Glisson may be willing to assist the City with his Tallahassee contacts. He commented on all of the programs that the City needs help with.

Commissioner Ashcraft indicated that Dr. Glisson has lived in the City for many years and has not yet brought state monies to the City. He questioned why would now be any different. He indicated that, if he wanted to, Dr. Glisson could have done more for the City previously.

Vice Mayor Lee stated that an individual would carry more weight in Tallahassee as a Commissioner than as an individual. She noted that the City has probably not asked for his assistance in the past.

Mayor Holland asked former City Clerk Mary Montez how they should proceed at that time.

Assistant Clerk Montez responded that for interim commissioner selections in the past they had taken the vote in alphabetical order; however, on the votes for Mayor and Vice Mayor they have done the votes in the order the nominations were submitted. She indicated that either way would be permissible.

Mayor Holland asked for a vote on Christine Cruz as interim commissioner.

On a roll call vote, the motion for Christine Cruz tied 2 to 2 with Commissioner Ashcraft and Commissioner Hawkins voting for Aye and Vice Mayor Lee and Mayor Holland voting Nay.

On a roll call vote, the motion for Randy Glisson tied 2 to 2 with Commissioner Ashcraft and Commissioner Hawkins voting Nay and Vice Mayor Lee and Mayor Holland voting Aye.

Further discussion was held, it was agreed that there was no need for an additional vote as no one was going to change their vote.

Attorney Garcia proceeded to the floor to oversee the drawing of lots for the position.

Ms. Cruz selected City Clerk Christine Halloran to serve as her proxy to draw the number.

Ms. Halloran selected Number 17 and Dr. Glisson selected Number 13.

Mayor Holland declared Christine Cruz as the winner. He announced that Ms. Cruz would be sworn in immediately prior to the City Commission meeting on September 19th.

### Consideration of Resolution Number 24-76 appointing Christine Cruz as Interim Commissioner

Motion made by Commissioner Ashcraft, Seconded by Commissioner Hawkins, to approve Resolution Number 24-76 appointing Christine Cruz as Interim Commissioner. The motion passed on the following vote:

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

### **3. Adjournment: 6:22 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, please go to [www.eustis.org](http://www.eustis.org) and click on the video for the meeting in question. A DVD of the entire meeting or CD of the entire audio recording of the meeting can be obtained from the office of the City Clerk for a fee.*

Item 2.1

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CHRISTINE HALLORAN  
City Clerk

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MICHAEL L. HOLLAND  
Mayor/Commissioner



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: October 3, 2024

RE: Police Department Swearing-in of New Officers

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**Introduction:**

Police Chief Craig Capri will swear-in new officers.

**Background:**

Chief Capri will swear in new officers:

1. Manuel Santos
2. Mikecia Johnson

**Prepared By:**

Elena Pasek, Police Support Coordinator

**Reviewed By:**

Tom Carrino, City Manager



# City of Eustis

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

TO: EUSTIS CITY COMMISSION  
FROM: TOM CARRINO, CITY MANAGER  
DATE: OCTOBER 3, 2024  
RE: ORGANIZATIONAL AND EVENT SUPPORT GRANT TO LAKE CARES, INC.

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## Introduction

The purpose of this presentation is to allow Lake Cares, Inc. to be recognized for their service to the City of Eustis and award a grant in the amount of \$4,000.

## Recommended Action

Payment of the September 5, 2024, grant award in the amount of \$4,000 to Lake Cares, Inc. following their presentation to the Eustis City Commission.

## Background

On September 5, 2024, the Eustis City Commission approved the organizational grant recommendations from the grant review committee. One of the recommendations of the committee comprised of Tom Carrino, Lori Carr, Mike Lane, Al Latimer and Mike Sheppard was to approve a \$4,000 grant for Lake Cares, Inc. The organization has completed the requirements of the grant, including providing the City with their financial information submitted with the IRS form 990.

Prepared By: Lori Carr, Finance Director

Reviewed By: Mike Sheppard Finance Department



# City of Eustis

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

TO: EUSTIS CITY COMMISSION  
FROM: TOM CARRINO, CITY MANAGER  
DATE: OCTOBER 3, 2024  
RE: ORGANIZATIONAL AND EVENT SUPPORT GRANT TO  
LOVEXTENSION, INC.

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## Introduction

The purpose of this presentation is to allow LovExtension, Inc. to be recognized for their service to the City of Eustis and award a grant in the amount of \$1,500.

## Recommended Action

Payment of the September 5, 2024, grant award in the amount of \$1,500 to LovExtension, Inc. following their presentation to the Eustis City Commission.

## Background

On September 5, 2024, the Eustis City Commission approved the organizational grant recommendations from the grant review committee. One of the recommendations of the committee comprised of Tom Carrino, Lori Carr, Mike Lane, Al Latimer and Mike Sheppard was to approve a \$1,500 grant for LovExtension, Inc. The organization has completed the requirements of the grant, and they have presented the City with their financial information submitted with the Profit and Loss Statement through December 31, 2023, including their annual grant related expenses through December 31, 2023.

Prepared By: Lori Carr, Finance Director

Reviewed By: Mike Sheppard Finance Department



# City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: October 3, 2024

RE: Resolution Number 24-77: Events Department Holiday Purchase in Excess of \$50,000.

## **Introduction:**

The Events Department is again planning a flurry of holiday events including Light Up Eustis, December First Friday, and Snowflakes by the Lake. These events continue to grow, and last year attracted more than 23,000 individuals to Downtown Eustis. As part of the event line-up, holiday décor for Ferran Park and the Downtown Streets light up the evening, creating an ambiance of the season.

## **Background:**

For several years we have utilized the service of Holiday Outdoor Décor with area offices in Lake County. They have provided quality decorative lighting and décor including the 50ft Christmas tree which has been the only one of its kind in our area. The company also provides services to many other local municipalities and comes recommended by our peers.

This year we will again be hosting both the large tree in Ferran Park and the smaller one in the downtown area. Additionally, we will be updating bows and garland to match the blue and silver color scheme we have previously been evolving towards. We will also be adding additional tree wrapping in Ferran Park to highlight our snow fall events

The Events team has worked closely with the Purchasing Department to appropriately acquire quotes for the seasonal décor, and has identified Holiday Outdoor Décor as a quality, financially responsible option for 2024.

## **Recommended Action:**

To continue to provide top quality events during the holiday season, the Events & Tourism Department recommends the leasing of specific seasonal items from Holiday Outdoor Décor in the amount of \$73,772.

## **Budget/Staff Impact:**

The Events Department has sufficient funds in their annual budget to accommodate the expense.



**Prepared By:**  
Miranda Muir, Events and Tourism Manager

**Reviewed By:**  
Tom Carrino, City Manager

**RESOLUTION NUMBER 24-77**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR HOLIDAY DECORATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO EFFECUATE THE PURCHASE.**

**WHEREAS**, the City of Eustis Events & Tourism Department has worked with the City of Eustis Purchasing team to identify a qualified holiday lighting vendor,

**WHEREAS**, the holiday lighting is a draw to our Downtown streets and a beautiful addition to our successful annual events,

**WHEREAS**, the Events & Tourism Department has used best practices to secure quotes for the decorative items required and determined the cost will be \$73,772.00,

**WHEREAS**, the amount has been appropriate budgeted during the FY2025,

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Eustis, Florida that the City Manager and the City's Finance Director are hereby authorized to finalize the purchase and rental of holiday decorations which in total will be in excess of \$50,000.

**DONE AND RESOLVED**, this 3rd day of October 2024, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

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Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

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Christine Halloran, 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 3<sup>rd</sup> day of October 2024 by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

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

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 24-77 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk



# City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: October 3, 2024

SUBJECT: Resolution Number 24-78: Edward Byrne Memorial Justice Assistance Grants (FY2023-JAGD-6N044)

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### **Introduction:**

Resolution Number 24-78 authorizes the Mayor and the Chief of Police to accept and utilize funds in the amount of \$4,428.00 from the Federal Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant, FY2023-JAGD-6N044. The grant will be utilized for the purchase of 5 tactical ballistic helmets. The acquisition of 5 tactical ballistic helmets for the Eustis SWAT team increase both officer and public safety. Tactical ballistic helmets are critical for law enforcement officers, especially those in specialized units like SWAT or tactical response teams. These helmets provide essential head protection against ballistic threats, such as bullets, shrapnel, and blunt force impacts, which officers may encounter during high-risk operations. By safeguarding officers, tactical helmets help ensure their safety while enabling them to effectively carry out their duties in dangerous environments.

The addition of the 5 tactical ballistic helmets will not only be an additional step to increase the Eustis Police Department's abilities and preparedness when responding to critical situations, it will increase the Department's ability to better protect its officers and serve the citizens of the City of Eustis.

### **Recommended Action:**

The administration recommends approval of Resolution Number 24-78.

### **Background:**

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

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

The Eustis Police Department has determined the following:

The best use of the current FY2023-JAGD-6N044 award of \$4,428.00 would be the purchase of 5 tactical ballistic helmets.

The FY2023-JAGD-6N044 grant award will allow the Eustis Police Department to acquire 5 tactical ballistic helmets. The acquisition of the tactical ballistic helmets will significantly increase the ability of the Eustis Police Department to protect the citizens of the City of Eustis, while at the same time increasing officer safety, and its ability to assist other law enforcement agencies within the area.

**Community Input:**

There will be an opportunity for public input when this item is considered by the Eustis City Commission on October 3.

**Budget/ Staff Impact:**

The approximate \$4,461.48 purchase of 5 tactical ballistic helmets has a budget impact of approximately \$33.48 beyond the grant award of \$4,428.00. Monies from the police department's general fund will be utilized to cover the approximate \$33.48 difference.

**Prepared By:**

Kenneth Toler, Police Captain

**Reviewed By:**

Craig A. Capri, Chief of Police

**RESOLUTION NUMBER 24-78**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING THE MAYOR AND CHIEF OF POLICE TO ACCEPT AVAILABLE FEDERAL FISCAL YEAR 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM RESIDUAL FUNDS; AND AUTHORIZING THE CITY'S FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET ADJUSTMENTS TO REFLECT THE AWARD AND EXPENDITURE OF THESE FUNDS.**

**WHEREAS**, the Florida Department of Law Enforcement (FDLE) has notified the City of Eustis Police Department of the award of \$4,428.00 from Federal Fiscal Year (FFY) 2023, Edward Byrne Memorial Justice Assistance Grant Program Funding (FY2023-JAGD-6N044) for use by the City of Eustis Police Department; and

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

**WHEREAS**, the City of Eustis Police Department has determined the need to purchase 5 tactical ballistic helmets; and

**WHEREAS**, the aforementioned Edward Byrne Memorial Justice Assistance Grant Program (FY2023-JAGD-6N044) funds can be used to pay for the cost of purchasing 5 tactical ballistic helmets; and

**WHEREAS**, Generally Accepted Accounting Principles necessitate the funds be budgeted and expended out of the FY2025 accounting period.

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

1. That the Mayor and Chief of Police are hereby authorized to accept available Edward Byrne Memorial Justice Assistance Grant Program (FY2023-JAGD-6N044) funds.
2. That upon receipt of the funds, the City's Finance Director is hereby authorized to make the necessary budget adjustments to reflect the award and expenditure of the aforementioned Edward Byrne Memorial Justice Assistance Grant Program (FY2023-JAGD-6N044) funds.

**DONE AND RESOLVED**, this 3<sup>rd</sup> day of October 2024, 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:**

\_\_\_\_\_  
Christine Halloran  
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 3<sup>rd</sup> day of October, 2024 by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

**CITY ATTORNEY’S OFFICE**

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

\_\_\_\_\_  
City Attorney

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 24-78 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk



# Eustis Police Department

51 E. Norton Ave., Eustis, FL 32726 (352) 483-5400

**Administrative Services Division**

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TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: October 3<sup>rd</sup>, 2024

SUBJECT: RESOLUTION NUMBER 24-79: APPROVAL OF PURCHASE IN EXCESS OF \$50,000 FOR POLICE VEHICLES

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**Introduction:**

Resolution Number 24-79 approves a purchase in excess of \$50,000 for the Police Department to purchase and equip five police vehicles in accordance with the approved Fiscal Year 2024/25 Capital Budget allocation of \$315,000.00.

**Recommended Action:**

The administration recommends approval of Resolution Number 24-79.

**Background:**

The approved FY 2024/25 Capital Budget includes an allocation of \$315,000.00 for the purchase of police vehicles to maintain a cost efficient, safe, and reliable fleet.

In order to determine the fleet replacement needs, the Police Department, with the assistance of the city's fleet maintenance staff, conducted a detailed evaluation and inspection of its fleet of police pursuit and non-police pursuit vehicles. The criteria used in determining the continued serviceability of each vehicle included the following:

- Function of the vehicle, i.e., police pursuit versus non-police pursuit (administrative)
- Age of the vehicle
- Life-to-date miles/hours
- Maintenance and repair history
- Overall condition and safety
- Projected repair costs versus the salvage value of the vehicle

The Department, by means of competitive bid contract pricing in accordance with City purchasing policies and procedures, shall purchase five Ford Explorer police Interceptor marked patrol vehicles.

The Ford Interceptor Utility vehicle is determined to be the best suited over-all choice for new vehicle marked patrol unit purchases for FY2024/25. The Ford Interceptor offers cost efficiency, competitive gas mileage, higher resale value, greater interior room, and a longer operational life span. In addition, the Ford Interceptor Utility positions the driver higher, offering greater visibility and increased crash safety features.

**Budget/ Staff Impact:**

The FY 2024/25 Capital Budget includes \$315,000.00 of Sales Tax Revenue for the purchase of police vehicles. This estimated purchase cost of \$315,000 will not exceed the budget allocation.



**Reviewed By:**

Chief Craig A. Capri, Chief of Police

**Prepared By:**

Captain Jon Fahning, Administrative Services Commander

**RESOLUTION NUMBER 24-79**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR THE POLICE DEPARTMENT TO PURCHASE AND EQUIP FIVE POLICE VEHICLES UTILIZING THE SALES TAX REVENUE FUNDS ALLOCATED IN THE POLICE DEPARTMENT’S APPROVED FISCAL YEAR 2024/2025 BUDGET.**

**WHEREAS**, the City of Eustis Police Department’s approved Fiscal Year 2024/25 Budget includes \$315,000.00 in Sales Tax Revenue Funds to purchase and equip five police vehicles consisting of five Ford Explorer Interceptor, patrol vehicles.

**WHEREAS**, the Police Department has determined the need to purchase and equip five police vehicles at an estimated cost of \$315,000; and

**WHEREAS**, the City Purchasing Policies require 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, Florida that the City of Eustis Police Department is hereby authorized to purchase and equip five new police vehicles at a combined estimated cost of \$315,000.00 utilizing Sales Tax Revenue Funds allocated in the Police Department’s approved FY 2024/25 Budget.

**DONE AND RESOLVED**, this 3rd day of October, 2024, 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:**

\_\_\_\_\_  
Christine Halloran, 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 3<sup>rd</sup> day of October 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

---

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

**CITY ATTORNEY'S OFFICE**

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

---

City Attorney's Office                      Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 24-79 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

---

Christine Halloran, City Clerk



TO: EUSTIS CITY COMMISSION  
FROM: TOM CARRINO, CITY MANAGER  
DATE: OCTOBER 3, 2024  
RE: RESOLUTION NUMBER 24-81: APPROVAL OF PURCHASE IN EXCESS OF \$50,000 FOR CUSTOMER SERVICE POSTAGE COSTS

---

### Introduction

Resolution Number 24-81 approves a purchase of more than \$50,000 for postage needed for the year to send out monthly utility bills and correspondence to the City's approximate 12,500 utility customers.

### Recommended Action

Staff recommends approval of the Resolution Number 24-81.

### Background

The approved FY 2024-2025 Budget includes \$96,000 in funding for the procurement of the postage necessary to mail the 12,275 plus monthly customer utility bills. Including other correspondence, this equates to over 147,300 bills sent during the year. The request currently is for the replenishment of the annual postage. Money will be requested monthly as needed in approximately \$6,000 increments. This request can be accommodated by funding in the Customer Service operating account 040-3120-536-30-42 as well as in all other miscellaneous departments.

Out of the 12,275, we currently have 969 bills which are e-mailed to customers. We also encourage customers to sign up for automatic bank drafting, avoiding the possibility of late charges. While postage continues to increase, we are trying to mitigate this cost by having customers sign up for electronic receipt of their monthly bills.

### Alternatives

1. Approve Resolution Number 24-81 and authorize the purchase of postage.
2. Reject Resolution Number 24-81 and reject the purchase of postage.

### Budget and Staff Impact

The approved FY 24-25 Customer Service Budget includes the funding necessary for this purchase.

### Prepared By:

Lori Carr, Finance Director

### Reviewed By:

Mike Sheppard, Finance Department

**RESOLUTION NUMBER 24-81**

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

**WHEREAS** the City’s approved FY 24-25 Budget includes funding for the purchase of postage needed for utility bills; and

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

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

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

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

**SECTION 1**

That the Finance Customer Service Department is hereby authorized to make a purchase in an amount budgeted for \$96,000 for the procurement of postage.

**DONE AND RESOLVED**, this 3<sup>rd</sup> day of October 2024, 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:**

\_\_\_\_\_  
Christine Halloran, 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 3<sup>rd</sup> day of October 2024 by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

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

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 24-81 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: October 3, 2024

RE: Resolution Number 24- 82: Library Purchase in Excess of \$50,000 for Books and Other Reading Materials

---

**Introduction:**

Resolution Number 24-82 authorizes the Library purchase in excess of \$50,000 for books and other reading materials.

**Background:**

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

**Recommended Action:**

Staff recommends approval of Resolution Number 24-82.

**Policy Implications:**

This allows library personnel to order books for the library patrons of the City of Eustis and Lake County.

**Budget/Staff Impact:**

The Resolution authorizes a purchase in the amount of \$65,000 as approved as part of the library's fiscal year 2024-2025 budget.

**Prepared By:**

Ann Ivey

**RESOLUTION NUMBER 24-82**

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

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

**WHEREAS**, sufficient funding is available within the Library’s Fiscal Year 2024-2025 Budget; and

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

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

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

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

**DONE AND RESOLVED**, this 3rd day of October 2024, 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:**

\_\_\_\_\_  
Christine Halloran, City Clerk



**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

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

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 24-82 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk



# City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: October 3, 2024

RE: Resolution Number 24-83: Authorizing Multiple Annual Purchases in Excess of \$50,000 for Products and Services Essential to the Daily Operations of Public Utilities

## **Introduction:**

The City Purchasing Ordinance requires that City Commission approve any purchase exceeding \$50,000. Resolution Number 24-83 authorizes multiple annual purchases in excess of \$50,000 for products and services that are essential to daily operations of the Public Utilities department.

## **Background:**

- 1.) The Water Department uses Neptune Technology's water meters, meter heads, and rebuild kits for their day-to-day operations. Ferguson Waterworks is the sole authorized Neptune Distributor for sales, service, and warranty of Neptune water products and AMR systems for the State of Florida (sole source letter available upon request). The estimated cost based on previous years' purchases for these products will be over \$50,000 and is included in the approved budget for the 2024-2025 fiscal year.
- 2.) Sodium Hypochlorite is the established and permitted method of maintaining drinking water quality standards and disinfecting wastewater treatment plant effluent in order to meet the water quality provisions set forth in the Safe Water Drinking Act and Florida Department of Environmental Protection water quality standards. Odyssey Manufacturing is the contracted supplier through a contract with Marion County Utilities, which is valid through September 30, 2025 at a price of \$1.70 per gallon. The City of Eustis is able to piggyback this contract. The estimated annual cost of Sodium Hypochlorite for the Public Utilities department exceeds \$50,000 and is included in the approved budget for the 2024-2025 fiscal year.
- 3.) The Wastewater Treatment Plants produce between 3,800 and 4,600 cubic yards of bio-solids per year. The Florida Department of Environmental Protection requires that wastewater bio-solid residuals be disposed of in accordance with Florida Administrative Code. This requires bio-solids to be hauled and processed by a licensed Residuals Management Facility. Shelley's Environmental is our contracted vendor via a piggyback contract with Tohopekaliga Water Authority that is valid through July 26, 2026. The annual cost of bio-solid hauling is over \$50,000 and is included in the approved budget for the 2024-2025 fiscal year.
- 4.) The Public Utilities Department requires sewer and stormwater rehabilitation services on an as-needed basis in order to maintain the City's Sewer and Stormwater Systems. The City has utilized American In-Line Inspections to provide rehabilitation services since April 2017. American In-Line is the contracted supplier through a piggyback contract with the City of South Daytona that is valid through April 11, 2026.

The estimated cost for these services is over \$50,000 and is included in the approved budget for the 2024-2025 fiscal year.

- 5.) The Water Department requires manhole repairs and rehabilitation on an as-needed basis in order to minimize inflow and infiltration into the City's Sewer System. The City has utilized Engineered Coatings Solutions to provide manhole repair and rehabilitation in the past. Engineered Coatings Solutions is the contracted supplier through a piggyback contract with North Port, Florida that is valid through September 30, 2026. The estimated cost for these services is over \$50,000 and is included in the approved budget for the 2023-2024 fiscal year.

The City's purchasing policy requires that Commission approve any purchase in excess of \$50,000.

**Recommended Action:**

Staff recommends approval of this resolution.

**Policy Implications:**

Not applicable.

**Budget/Staff Impact:**

The funds for the proposed purchases have been included in the approved Fiscal Year 2024-2025 budget.

**Prepared By:**

Olivia Kilgore – Administrative Assistant, Water Department

**Reviewed By:**

Paul Shepherd, Water Superintendent  
Max Brundage, Wastewater Superintendent  
Greg Dobbins, Deputy Director of Public Utilities

**Attachments:**

Resolution Number 24-83

**Available Upon Request**

Contracts and Sole Source Letter

**RESOLUTION NUMBER 24-83**

**A Resolution by the City Commission of the City of Eustis, Lake County, Florida, Authorizing Multiple Annual Purchases in Excess of \$50,000 for Products and Services Essential to the Daily Operations of Public Utilities and Authorizing the City Manager to Execute any Documents Necessary to Effectuate the Associated Purchases.**

**WHEREAS**, the Public Utilities Department has need of essential services and products for daily operations which require expenditures greater than \$50,000 each annually; and

**WHEREAS**, City Purchasing Ordinance requires the City Commission to approve any purchase exceeding \$50,000; and

**WHEREAS**, the City's Fiscal Year 2024-2025 approved budget includes adequate funding in various accounts for these products and services; and

**WHEREAS**, the Public Utilities Department solicited quotes for water meters and related equipment, Sodium Hypochlorite, bio-solid hauling, sewer and stormwater rehabilitation services, and manhole repair services in accordance with the City's purchasing policies for lowest bids; and

**WHEREAS**, Neptune Technology sold by Ferguson Waterworks (water meters), Odyssey Manufacturing (Sodium Hypochlorite), Shelley's Environmental (bio-solid hauling), American-In-Line (sewer and stormwater rehabilitation), and Engineered Coatings Solutions (manhole repairs) are the lowest bidders for their field of service.

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

- (1) That the Public Utilities Department is hereby authorized to spend in excess of \$50,000 each for water meters and related equipment, Sodium Hypochlorite, bio-solid hauling, sewer and stormwater rehabilitation services, and manhole repair services for multiple projects funded within the existing budgets; and
- (2) That the City Manager is authorized to execute all agreements necessary to provide said products and services with the above listed vendors.
- (3) This resolution shall become effective immediately upon passing.

**DONE AND RESOLVED**, this 3<sup>rd</sup> day of October, 2024, 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:**

\_\_\_\_\_  
Christine Halloran, 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 3<sup>rd</sup> day of October 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

\_\_\_\_\_  
Notary Public - State of Florida  
My Commission Expires:  
Notary Serial 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 24-83 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: October 3, 2024

RE: Resolution Number 24-84: Coolidge Street Supplemental Agreement #1 – Bidding and Award, Grant Administration, and Construction Phase Services

## **Introduction:**

Resolution Number 24-84 awards RFQ Number 007-23 to Kimley-Horn and Associates, Inc. for Engineering Design Services for the Coolidge Street Stormwater and Roadway Improvements Project, Supplemental Agreement #1 – Bidding and Award, Grant Administration and Construction Phase Services, and authorizes the City Manager to execute all agreements and contracts with the award.

## **Background:**

Resolution Number 23-88 had awarded Kimley-Horn and Associates the Engineering Design Services portion of the Coolidge Street Stormwater and Roadway Improvements Project, which is completed. We are now at the procurement phase of this project.

Kimley-Horn has submitted a new proposal for Bidding Services, Grant Administration and Construction Phase Services for a 'Not-To-Exceed' contract of \$104,550.

The Scope of Services for this associated work includes tasks as identified below:

### Construction Administration Phase Services

- a. Task 1: Bidding and Award Services:
  - i. Provide one (1) hard copy and (1) digital copy of the Contract Documents (engineering design drawings) and any addenda, which may be issued to bidders.
  - ii. Attend one pre-bid conference.
  - iii. Provide written response to any questions from bidders.
  - iv. Assist the City in evaluating bids and provide a recommendation for the award of the construction contract
- b. Task 2 – Grant Administration: During the construction phase of the project, Kimley-Horn will provide grant administration services to assist the City with grant funding compliance requirements; to include Requests for Information (RFI), reporting and reimbursement requests, close-out and reconciliation, and records management.
- c. Task 3 – Construction Phase Services
  - i. Attendance at one (1) on-site preconstruction meeting
  - ii. Attendance at six (6) on-site bi-monthly progress meetings
  - iii. Review of shop drawings for asphalt and concrete mix designs and drainage structures

- iv. · Respond to up to eight (8) requests for additional information
- v. · Review of one (1) set of certified as-built drawings provided by contractor
- vi. · SJRWMD certification submittal
- vii. · Attendance at one (1) on site substantial completion meeting
- viii · Attendance at one (1) on site final completion meeting

Kimley Horn is the Engineer of Record for this utility expansion project and is uniquely familiar with the required actions to complete this project. They will commence their services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule. The construction phase services task is based on a 12-month construction schedule.

Kimley Horn proposes to perform the construction administration phase services for this project on a time and materials basis, not to exceed the sum of \$104,550.00.

**Recommended Action:**

Staff recommends approval of Resolution Number 24-84.

**Budget/Staff Impact:**

The City's approved 2024-2025 CIP Budget includes funds for the purchase of Bidding and Award, Grant Administration, and Construction Phase Services for the Coolidge Street Utility Improvements Project.

**Prepared By:**

Sally Mayer, Administrative Assistant - Public Utilities

**Reviewed By:**

Rick Gierok, P.E., Director of Public Works and Utilities

**Attachments:**

Resolution Number 24-84

Kimley Horn Scope of Services

**RESOLUTION NUMBER 24-84**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A PURCHASE FOR BIDDING AND AWARD, GRANT ADMINISTRATION AND CONSTRUCTION PHASE SERVICES FOR THE COOLIDGE STREET UTILITY IMPROVEMENTS PROJECT; AND AUTHORIZES THE CITY MANAGER TO EXECUTE ALL AGREEMENTS AND CONTRACTS WITH THE AWARD.**

**WHEREAS**, the City's approved 2024/2025 CIP Budget includes funds for the purchase of Bidding and Award, Grant Administration and Construction Phase Services for the Coolidge Street Utility Improvements Project; and

**WHEREAS**, Kimley-Horn and Associates, Inc. is the Engineer of Record for this utility expansion project and is uniquely familiar with the required actions to complete this project; and

**WHEREAS**, Kimley-Horn has submitted a proposal for Bidding and Award, Grant Administration and Construction Phase Services; and

**WHEREAS**, in accordance with rates agreed to in the Continuing Services Agreement between Kimley-Horn and the City, they are offering these services for the Not-To-Exceed amount of \$104,550.

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

- (1) The City Manager is hereby authorized to approve a purchase of \$104,550 for the procurement of Bidding and Award, Grant Administration, and Construction Phase Services for the Coolidge Street Utility Improvements Project; and
- (2) The City Commission hereby authorizes the City Manager to execute all agreements with Kimley-Horn and Associates, Inc. for the approved purchase; and
- (3) The Purchasing Department is hereby authorized to complete the transaction in accordance with this resolution; and
- (4) That this resolution shall become effective immediately upon passing.

**DONE AND RESOLVED**, this 3<sup>rd</sup> day of October 2024, 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:**

\_\_\_\_\_  
Christine Halloran, 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 3<sup>rd</sup> day of October 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

\_\_\_\_\_  
Notary Public - State of Florida  
My Commission Expires:  
Notary Serial 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 24-84 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk



September 11, 2024

Rick Gierok, P.E.  
Public Works Director  
City of Eustis  
10 N. Grove Street  
Eustis, Florida 32727

**RE: *RFQ 007-23 Coolidge Street Stormwater and Roadway Improvements Supplemental Agreement #1 – Bidding and Award, Grant Administration and Construction Phase Services***

Dear Mr. Gierok,

Kimley-Horn and Associates, Inc. (“Kimley-Horn”) is pleased to submit this additional services proposal to the City of Eustis (“City”) for providing engineering and grant administration services for the Coolidge Street Stormwater and Roadway Improvements. Our project understanding, scope of services, schedule, and fee are below.

### **Project Understanding**

The City has requested a proposal for bidding and award, grant administration and construction phase services for the Coolidge Street Stormwater and Roadway Improvements from Bates Avenue to Getford Road. The stormwater and roadway improvement length along Coolidge Street is approximately 2,700 linear feet and the proposed typical section is a two-lane, undivided urban roadway with sidewalks. This project also includes side street stormwater and roadway improvements for a total project length of approximately 7,250 linear feet.

### **Scope of Services**

The following is our understanding of the scope of work that has been requested by the City.

#### **Task 1: Bidding and Award Services**

During the contractor bidding and award phase of the project, Kimley-Horn will provide the following services to assist the City:

- A. Provide one (1) hard copy of the Contract Documents (engineering design drawings) and any addenda, which may be issued to bidders. Also, one (1) digital copy will be provided which will include the following electronic documents:
  - a. Drawings in PDF format
  - b. Drawings in CAD format
  - c. Signed & Sealed drawings in PDF format
  - d. Opinion of probable construction cost in PDF format
- B. Attend one (1) pre-bid conference.



- C. Provide written response to any questions from bidders, prepare and issue up to two (2) addenda as required to interpret, clarify or expand the Bidding Documents.
- D. Assist the City in evaluating bids and provide a recommendation for the award of the construction contract.

### **Task 2 – Grant Administration**

During the construction phase of the project, Kimley-Horn will provide grant administration services to assist the City with grant funding compliance requirements. City will provide Kimley-Horn access to the Agency portal for reporting and reimbursement purposes. This task includes the following grant administration services:

- A. Construction Phase Services
  - Coordination with Grantor and City
  - Following policies/procedures/guidance (2 CFR 200)
  - Checking grant requirements are met (compliance)
  - Cost share verification
  - Reporting and reimbursement requests
  - Review to check that costs are eligible according to the awarded contract
  - Davis Bacon Act Requirements
  - Section 3 compliance (suggested job fair with selected contractor)
  - Build America Buy America compliance coordination
  - Close-out and reconciliation
  - Records management

### **Task 3 – Construction Phase Services**

Kimley-Horn will provide the following construction phase services as requested by the City:

- Attendance at one (1) on site pre-construction meeting
- Attendance at six (6) on site bi-monthly progress meetings
- Review of shop drawings for asphalt and concrete mix designs and drainage structures
- Respond to up to eight (8) requests for additional information
- Review of one (1) set of certified as-built drawings provided by contractor
- Attendance at one (1) on site substantial completion meeting
- Attendance at one (1) on site final completion meeting
- Review of payment applications for general conformance to the plans.
- SJRWMD certification submittal

Construction Engineering Inspection (CEI) is not included in this Task.

### **Additional Services**

The following services are not included in this scope but may be performed if authorized by the City. Fees for these additional services will be agreed upon prior to their performance.

# Kimley»Horn

- Construction Engineering Inspection

## Information Provided By Client

The City will provide information from the contractor, upon which Kimley-Horn can rely.

## Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule. The construction phase services task is based on a 12 month construction schedule.

## Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 3 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the City.

Task	Lump Sum Fee
Task 1: Bidding and Award Services	\$12,190.00
Task 2: Grant Administration	\$36,560.00
Task 3: Construction Phase Services	\$55,800.00
Total Lump Sum Fee	\$104,550.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

## Closure

We appreciate the opportunity to provide these services. Please contact me at (407) 427-1697 or [Hao.Chau@kimley-horn.com](mailto:Hao.Chau@kimley-horn.com) if you have any questions.

Sincerely,  
KIMLEY-HORN AND ASSOCIATES, INC.



By: Hao Chau, P.E.  
Vice President



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: OCTOBER 3, 2024

RE: RESOLUTION NUMBER 24-85: APPROVAL OF PURCHASE IN EXCESS OF \$50,000 FOR ANNUAL PAYMENT TO VERTEKS CONSULTING, INC AS WELL AS THE ONE YEAR EXTENSION OF THE CONTRACT

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**Introduction:**

Resolution Number 24-85 approves a purchase of more than \$50,000 for the contractual annual payment to Verteks Consulting, Inc., for information technology consulting services.

**Recommended Action:**

Staff recommends approval of the resolution.

**Background:**

The approved FY 2024-25 Budget includes information technology, equipment and consulting services of more than \$50,000. The City currently has a contract in place with Verteks to provide consulting services for computer and network support to include Help Desk Support, scheduling, dispatch, phone and remote-control tech support, server support and maintenance, virus definition management and monitoring, daily backup monitoring, drive space monitoring, along with various purchases of equipment and software on a State Contract, etc. These services are critical to ensure continuation of daily City operations and services. Verteks has provided quality service to the City for many years. When bids have been let, they always have the personnel to provide services needed by the City. They expand our abilities to provide the best service to the City.

For the last bid, we received two quotes, from Verteks and Morse Communications. Verteks staffing was 12 while Morse had only 2 people on staff. Verteks staffing provides for better coverage in various IT solutions which may arise in an ever-changing IT world. The cost is split 75-25 between the General Fund and Water and Sewer Fund.

Recently the IT Manager resigned. Verteks has provided four contracts to help us until the vacancy is filled. One is an annual contract and the other three are month to month until we have an opportunity to rehire the IT Manager position as well as adding the new position of Network Administrator. The contracts in place are as follows:

- Help Desk Support (Annual Contract) which includes unlimited services monitoring for \$30,000 per year flat fee.
- Interim IT Services both remote and onsite with a month-to-month cost. Any unused

hours will be rolled to the next month. Length of time depends on the hiring of the Manager/Director. Monthly fee of \$8,000 per month, or maximum annual fee of \$96,000. The length of time depends on the hiring process.

- Chief Information Officer (CIO) Services for the network administrator to monitor all IT assessments conducted maintaining and upgrading the Eustis network. This agreement has a monthly fee of \$6,000 per month with a maximum annual fee of \$72,000. The length of time depends on the hiring process.
- Interim IT Help Desk Support while the City is short staffed. This month-to-month agreement will go into effect after the monthly hours in the Annual Agreement are used. These monthly charges will be removed when the department becomes fully staffed. This agreement has a monthly fee of \$6,000 per month with a maximum annual fee of \$72,000. The length of time depends on the hiring process.
- Total potential annual cost of \$270,000. Should funds for contractual services be depleted, funds for salaries will be transferred to cover the costs.

The actual amount will be determined based on the amount of time it takes to hire an IT Manager/Director and Network Administrator.

**Budget Impact:**

The approved FY24-25 General Fund and Water and Sewer Fund budgets include the contractual support fees necessary for the annual Verteks payment.

Attachments:

- Resolution 24-85
- Exhibit 1 Annual Contract Help Desk Support
- Exhibit 2 Interim Additional IT Services
- Exhibit 3 Outsourced Chief Information Officer (CIO) Services
- Exhibit 4 Interim IT Services

**Prepared by:**

Lori Carr, Finance Director

**Reviewed by:**

Mike Sheppard, Finance Department

**RESOLUTION NUMBER 24-85**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR INFORMATION TECHNOLOGY CONSULTING SERVICES AND TO EXTEND THE SERVICES FOR FY2024-25 UNDER THE PREVIOUS RFP# 10-16.**

**WHEREAS** the City's approved FY 2024-25 Budget includes funding for information technology consulting; and

**WHEREAS** the City has four (4) Agreements to be signed. Exhibit 1 is a standard annual agreement and Exhibits 2 through 4 will be in effect until the positions of Manager/Director and Network Administrator are filled and,

**WHEREAS** the City has been provided with an extension agreement holding the pricing to be extended through September 30, 2025, and the City's Purchasing Ordinance requires the City Commission to approve any purchase exceeding \$50,000; and

**WHEREAS** the services are essential to City operations for computer and network support, help desk, scheduling, server maintenance, daily back-up, virus protection, etc.; and

**WHEREAS** it is in the best interest of the City to continue these critical information technology services and abide by the contract in place.

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

- (1) The City Manager is hereby authorized to approve a purchase in excess in \$50,000; and
- (2) The City Manager is hereby authorized to execute all agreements and contract renewals through 9-30-2025 with Verteks Consulting according to the advertised scope of work; and
- (3) That the Purchasing Director is hereby authorized to complete the transaction in accordance with this resolution.

**DONE AND RESOLVED** this 3rd day of October 2024 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:**

\_\_\_\_\_  
Christine Halloran, 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 3<sup>rd</sup> day of October 2024 by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

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

\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Resolution Number 24-85 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 Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk



**EXHIBIT 1  
City of Eustis RFP #010-16  
IT Consulting Services  
Help Desk Support Contract**

Verteks Consulting, Inc. located at 2100 SW 22<sup>nd</sup> Place, Ocala, FL 34471 (“VCI”) agrees to provide Help Desk Support Services to the **City of Eustis** (herein referred to as “Client” or “The City”) subject to the terms and conditions set forth in this Agreement (“Agreement”).

CLIENT will be responsible for selecting the specific services used and the frequency of use.

VCI agrees to respond to CLIENT’s request for support under this Agreement as scheduled by agreement of both CLIENT and VCI. VCI will attempt to complete support requests in the most expeditious manner possible but will not be responsible for any delay beyond its control such as delays caused by application software vendors or other sources of information or equipment.

CLIENT agrees to provide a suitable environment for the supported systems as specified by the manufacturer of all software and hardware in the system and provide VCI full access to supported systems. CLIENT agrees that CLIENT is solely responsible to provide appropriate safeguards for CLIENT’s data and will make suitable backup copies of the contents of non-removable media and that VCI will have no responsibility for the integrity and preservation of application software and/or data prior to or subsequent to remedial actions taken by VCI at CLIENT’s request.

**SUPPORT PROGRAMS**

**Help Desk Support Services:** Support Ticketing, help desk management, scheduling, dispatch, phone and remote control level 1 tech support, reporting, responsibilities including contract review, vendor coordination, budgeting assistance and equipment selection assistance. Microsoft Windows Server, Exchange Server, SQL Server and Share point Server System Patch Management, Virus definition management and monitoring, Daily backup monitoring, Service and application monitoring and notifications (24 x 7 x 365), System drive space monitoring (24 x 7 x 365). Our service includes unlimited access to our remote support system by our on-site IT admin, as well as any other individuals you designate. Our remote support system includes live, on-demand remote access to any and all IT equipment in the City with encrypted security, logging and service history tracking.

**Support Availability:** Support services are available during our normal business hours of 7:30 AM to 6:00 PM, Monday to Friday (Federal Holidays excluded). After hours calls are routed to an emergency support mailbox, with 3 engineers on-call 24x7x365.

**Response Times:** VCI will respond to the client’s requests for service according to the following guidelines:

<b>Priority</b>	<b>Description</b>	<b>Response Time</b>
Urgent Requests	System is down, people cannot work, business operations are disrupted	2 Hour Response 24x7 Coverage
High Priority	Major problem or event, but users can still access the system and work	4 Hour Response 24x7 Coverage
Normal Priority	New system installation, software updates, planned upgrades	1 Business Day Response 8 to 5, M-F

## SUPPORT PRICING

### Per RFP #010-16

Section 1 – Help Desk Support Cost – (Flat Rate Not to Exceed Cost): \$30,000 Per Year  
 Monthly Invoice Amount: \$2,500 Per Month

## TERM / WITHDRAWAL / TERMINATION

The effective period of this contract extension resulting from RFP #010-16 shall be one year, beginning October 1, 2024, and ending September 30, 2025.

## INVOICING AND PAYMENT

Contract Pricing – The contract shall be for a fixed dollar amount for the first year. Subsequent years will be evaluated to determine the estimated number of hours to be included in the monthly cost. As the number of hours necessary on a month-to-month basis increase or decrease, the base contract will be adjusted.

Payment is due in monthly installments – Payment must be made by company check, ACH, or wire transfer. The annual cost will be divided by 12 and an invoice will be emailed each month for that portion of the service. Payment is due within 15 business days.

Taxes – The CLIENT is tax exempt and will provide a copy of the tax-exempt certificate each year upon renewal or extension of the agreement.

## GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

G. Designated Contact – VCI hereby designates and appoints the following persons as primary contacts: Don Gulling, John Childers, Pete Kamay, Paul Violette. One of these contacts shall be readily available during normal working hours via phone or in person and shall be knowledgeable of all terms of the contract.

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

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

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

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

L. Ownership of Deliverables – Deliverables and other data generated or developed by VCI or furnished to VCI by the City shall become and/or remain the property of the City.

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

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

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

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

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

U. If any provision under this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby. No action, regardless of its form, arising out of this Agreement may be brought by either CLIENT or VCI more than two years after the cause of action has arisen, or, in the event of an action for non-payment, more than two years from the date the last payment was due.

#### **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

Limitation of Remedy and Liability with Regard to Installation and Services Provided under this agreement: To the full extent allowed by law, the sole and exclusive remedy for any breach of services furnished under this agreement and all other performance by VCI pursuant to this installation agreement or any other services provided by VCI shall first be the re-performance of any defective service provided by VCI and, then, if the performance or service remains unsatisfactory, VCI may refund a portion of the cost of the defective service. In no event shall VCI be liable for an amount in excess of the total cost of services purchased by the CLIENT.

Limitation of Liability Generally: VCI shall not be liable for any damages caused by the delay in furnishing services or other performance under the agreement. In no event shall VCI be liable for special, incidental, or consequential damages in connection with the sale of the equipment or the repair or service to any equipment, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other down-time costs. The maximum liability for any and all damages arising out of this contract for any breach shall be the cost to the customer of the equipment or services.

Services provided as part of this Client Support Agreement or services provided for additional charge do not assure uninterrupted operation of the CLIENT's system and VCI is not responsible for failure to render such service or services due to causes beyond its control. VCI shall have no responsibility or liability for any harm or damage caused by the failure of any software, hardware, or other equipment owned or controlled by the CLIENT.

CLIENT agrees that CLIENT is solely responsible for maintaining accurate records of all software licensing. VCI will only install one copy of a software program for each license owned by CLIENT. VCI will make no attempt to verify the legality of software licensing purchased from or installed by anyone other than VCI employees. In no event will VCI be liable for copyright infringement or any other violation of software licensing agreements by CLIENT.

**NON-SOLICITATION.** CLIENT recognizes that CLIENT will necessarily establish a close working relationship with staff assigned to CLIENT's project(s) and that the VCI support person may become a critical part of CLIENT's support team. CLIENT hereby agrees that CLIENT will **not** either (1) contract separately with a VCI employee or (2) solicit for hire a VCI employee during the duration of this Agreement or the period of 1 year after termination of this Agreement. CLIENT acknowledges VCI's right for compensatory damages should CLIENT violate the terms of this section.

**CLIENT SUPPORT AGREEMENT ACCEPTANCE**

All documents and provisions of City of Eustis RFP #010-16 are made a part of this agreement as if fully set out herein. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed at Eustis, Lake County, Florida, this 1st day of October 2024.

**Seller:**

By: \_\_\_\_\_  
Verteks Consulting, Inc.  
John Childers, Vice President  
2102 SW 20<sup>th</sup> Place, Suite 602  
Ocala, Florida 34471

Date: \_\_\_\_\_

**Purchaser:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**City of Eustis  
Interim Additional IT Services**

Verteks Consulting, Inc. located at 2100 SW 22<sup>nd</sup> Place, Ocala, FL 34471 (“VCI”) agrees to provide Help Desk Support Services to the **City of Eustis** (herein referred to as “Client” or “The City”) subject to the terms and conditions set forth in this Agreement (“Agreement”).

CLIENT will be responsible for selecting the specific services used and the frequency of use.

VCI agrees to respond to CLIENT’s request for support under this Agreement as scheduled by agreement of both CLIENT and VCI. VCI will attempt to complete support requests in the most expeditious manner possible but will not be responsible for any delay beyond its control such as delays caused by application software vendors or other sources of information or equipment.

CLIENT agrees to provide a suitable environment for the supported systems as specified by the manufacturer of all software and hardware in the system and provide VCI full access to supported systems. CLIENT agrees that CLIENT is solely responsible to provide appropriate safeguards for CLIENT’s data and will make suitable backup copies of the contents of non-removable media and that VCI will have no responsibility for the integrity and preservation of application software and/or data prior to or subsequent to remedial actions taken by VCI at CLIENT’s request.

**SUPPORT PROGRAMS**

**Help Desk Support Services:** Support Ticketing, help desk management, scheduling, dispatch, phone and remote control level-1 tech support, reporting, responsibilities including contract review, vendor coordination, budgeting assistance and equipment selection assistance. Microsoft Windows Server, Exchange Server, SQL Server and Share point Server System Patch Management, Virus definition management and monitoring, Daily backup monitoring, Service and application monitoring and notifications (24 x 7 x 365), System drive space monitoring (24 x 7 x 365). Our service includes unlimited access to our remote support system by our on-site IT admin, as well as any other individuals you designate. Our remote support system includes live, on-demand remote access to any and all IT equipment in the City with encrypted security, logging and service history tracking.

**Support Availability:** Support services are available during our normal business hours of 7:30 AM to 6:00 PM, Monday to Friday (Federal Holidays excluded). After hours calls are routed to an emergency support mailbox, with 3 engineers on-call 24x7x365.

**Response Times:** VCI will respond to the client’s requests for service according to the following guidelines:

<b>Priority</b>	<b>Description</b>	<b>Response Time</b>
Urgent Requests	System is down, people cannot work, business operations are disrupted	2 Hour Response 24x7 Coverage
High Priority	Major problem or event, but users can still access the system and work	4 Hour Response 24x7 Coverage
Normal Priority	New system installation, software updates, planned upgrades	1 Business Day Response 8 to 5, M-F

## SUPPORT PRICING

### Interim IT Services

IT Services – Remote and On-Site Services Cost – (80 hours of time per month): \$8,000 Per Month  
 Monthly Invoice Amount:

Time spent beyond the 60 hours per month will be billed according to the following rate schedule:  
 Hourly Rates: Standard - \$100 per hour / After Hours - \$150 per hour / Holiday - \$190 per hour

## TERM / WITHDRAWAL / TERMINATION

The effective period of this contract shall be monthly, beginning Sept 13th, 2024, and will be month to month with 15 days advance notice for termination

## INVOICING AND PAYMENT

Contract Pricing – The contract shall be for a fixed dollar amount for each month.

Payment is due in monthly installments – Payment must be made by company check, ACH, or wire transfer. An invoice will be emailed each month for that portion of the service. Payment is due within 15 business days.

Taxes – The CLIENT is tax exempt and will provide a copy of the tax-exempt certificate each year upon renewal or extension of the agreement.

## GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

G. Designated Contact – VCI hereby designates and appoints the following persons as primary contacts: Don Gulling, John Childers, Paul Violette. One of these contacts shall be readily available during normal working hours via phone or in person and shall be knowledgeable of all terms of the contract.

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

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

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

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

L. Ownership of Deliverables – Deliverables and other data generated or developed by VCI or furnished to VCI by the City shall become and/or remain the property of the City.

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

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

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

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

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



U. If any provision under this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby. No action, regardless of its form, arising out of this Agreement may be brought by either CLIENT or VCI more than two years after the cause of action has arisen, or, in the event of an action for non-payment, more than two years from the date the last payment was due.

#### **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

Limitation of Remedy and Liability with Regard to Installation and Services Provided under this agreement: To the full extent allowed by law, the sole and exclusive remedy for any breach of services furnished under this agreement and all other performance by VCI pursuant to this installation agreement or any other services provided by VCI shall first be the re-performance of any defective service provided by VCI and, then, if the performance or service remains unsatisfactory, VCI may refund a portion of the cost of the defective service. In no event shall VCI be liable for an amount in excess of the total cost of services purchased by the CLIENT.

Limitation of Liability Generally: VCI shall not be liable for any damages caused by the delay in furnishing services or other performance under the agreement. In no event shall VCI be liable for special, incidental, or consequential damages in connection with the sale of the equipment or the repair or service to any equipment, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other down-time costs. The maximum liability for any and all damages arising out of this contract for any breach shall be the cost to the customer of the equipment or services.

Services provided as part of this Client Support Agreement or services provided for additional charge do not assure uninterrupted operation of the CLIENT's system and VCI is not responsible for failure to render such service or services due to causes beyond its control. VCI shall have no responsibility or liability for any harm or damage caused by the failure of any software, hardware, or other equipment owned or controlled by the CLIENT.

CLIENT agrees that CLIENT is solely responsible for maintaining accurate records of all software licensing. VCI will only install one copy of a software program for each license owned by CLIENT. VCI will make no attempt to verify the legality of software licensing purchased from or installed by anyone other than VCI employees. In no event will VCI be liable for copyright infringement or any other violation of software licensing agreements by CLIENT.

**NON-SOLICITATION.** CLIENT recognizes that CLIENT will necessarily establish a close working relationship with staff assigned to CLIENT's project(s) and that the VCI support person may become a critical part of CLIENT's support team. CLIENT hereby agrees that CLIENT will **not** either (1) contract separately with a VCI employee or (2) solicit for hire a VCI employee during the duration of this Agreement or the period of 1 year after termination of this Agreement. CLIENT acknowledges VCI's right for compensatory damages should CLIENT violate the terms of this section.

**CLIENT SUPPORT AGREEMENT ACCEPTANCE**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed at Eustis, Lake County, Florida, this 10<sup>th</sup> day of September 2024 for the term of one (1) month with a renewal each month up to 1 year from executed contract. Termination to be expressed 15 days in advance of the date of termination.

**Seller:**

By: \_\_\_\_\_  
Verteks Consulting, Inc.  
John Childers, Vice President  
2102 SW 20<sup>th</sup> Place, Suite 602  
Ocala, Florida 34471

Date: \_\_\_\_\_

**Purchaser:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 3  
City of Eustis  
Outsourced CIO Services**

Verteks Consulting, Inc. located at 2100 SW 22<sup>nd</sup> Place, Ocala, FL 34471 (“VCI”) agrees to provide Help Desk Support Services to the **City of Eustis** (herein referred to as “Client” or “The City”) subject to the terms and conditions set forth in this Agreement (“Agreement”).

CLIENT will be responsible for selecting the specific services used and the frequency of use.

VCI agrees to respond to CLIENT’s request for support under this Agreement as scheduled by agreement of both CLIENT and VCI. VCI will attempt to complete support requests in the most expeditious manner possible, but will not be responsible for any delay beyond its control such as delays caused by application software vendors or other sources of information or equipment.

CLIENT agrees to provide a suitable environment for the supported systems as specified by the manufacturer of all software and hardware in the system and provide VCI full access to supported systems. CLIENT agrees that CLIENT is solely responsible to provide appropriate safeguards for CLIENT’s data and will make suitable backup copies of the contents of non-removable media and that VCI will have no responsibility for the integrity and preservation of application software and/or data prior to or subsequent to remedial actions taken by VCI at CLIENT’s request.

**SUPPORT PROGRAMS**

**Outsourced CIO Services:** We will provide 60 hours per month of CIO Services. This will include strategy consulting, vendor coordination, contract reviews, compliance assistance, project management, screening applications if desired, interviewing if desired. For this agreement you would have one of our most senior team members for all work – me, John, or Paul Violette our service manager – all of us have over 20 years of experience in IT and all of us have been working with Cities for the entire time.

**Support Availability:** Support services are available during our normal business hours of 7:30 AM to 6:00 PM, Monday to Friday (Federal Holidays excluded). After hours calls are routed to an emergency support mailbox, with 3 engineers on-call 24x7x365.

**Response Times:** VCI will respond to the client’s requests for service according to the following guidelines:

<b>Priority</b>	<b>Description</b>	<b>Response Time</b>
Urgent Requests	System is down, people cannot work, business operations are disrupted	2 Hour Response 24x7 Coverage
High Priority	Major problem or event, but users can still access the system and work	4 Hour Response 24x7 Coverage
Normal Priority	New system installation, software updates, planned upgrades	1 Business Day Response 8 to 5, M-F

## SUPPORT PRICING

### CIO services

CIO Services – Remote and On-Site Services Cost – (60 hours of time per month): \$6,000 Per Month

Monthly Invoice Amount:

Time spent beyond the 60 hours per month will be billed according to the following rate schedule:

Hourly Rates: Standard - \$100 per hour / After Hours - \$150 per hour / Holiday - \$190 per hour

## TERM / WITHDRAWAL / TERMINATION

The effective period of this contract shall be monthly, beginning Sept 13th, 2024, and will be month to month with 15 days advance notice for termination

## INVOICING AND PAYMENT

Contract Pricing – The contract shall be for a fixed dollar amount for each month.

Payment is due in monthly installments – Payment must be made by company check, ACH, or wire transfer. An invoice will be emailed each month for that portion of the service. Payment is due within 15 business days.

Taxes – The CLIENT is tax exempt and will provide a copy of the tax exempt certificate each year upon renewal or extension of the agreement.

## GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

G. Designated Contact – VCI hereby designates and appoints the following persons as primary contacts: Don Gulling, John Childers, Paul Violette. One of these contacts shall be readily available during normal working hours via phone or in person and shall be knowledgeable of all terms of the contract.

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

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

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

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

L. Ownership of Deliverables – Deliverables and other data generated or developed by VCI or furnished to VCI by the City shall become and/or remain the property of the City.

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

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

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

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

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

U. If any provision under this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby. No action, regardless of its form, arising out of this Agreement may be brought by either CLIENT or VCI more than two years after the cause of action has arisen, or, in the event of an action for non-payment, more than two years from the date the last payment was due.

#### **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

Limitation of Remedy and Liability with Regard to Installation and Services Provided under this agreement: To the full extent allowed by law, the sole and exclusive remedy for any breach of services furnished under this agreement and all other performance by VCI pursuant to this installation agreement or any other services provided by VCI shall first be the re-performance of any defective service provided by VCI and, then, if the performance or service remains unsatisfactory, VCI may refund a portion of the cost of the defective service. In no event shall VCI be liable for an amount in excess of the total cost of services purchased by the CLIENT.

Limitation of Liability Generally: VCI shall not be liable for any damages caused by the delay in furnishing services or other performance under the agreement. In no event shall VCI be liable for special, incidental, or consequential damages in connection with the sale of the equipment or the repair or service to any equipment, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other down-time costs. The maximum liability for any and all damages arising out of this contract for any breach shall be the cost to the customer of the equipment or services.

Services provided as part of this Client Support Agreement or services provided for additional charge do not assure uninterrupted operation of the CLIENT's system and VCI is not responsible for failure to render such service or services due to causes beyond its control. VCI shall have no responsibility or liability for any harm or damage caused by the failure of any software, hardware, or other equipment owned or controlled by the CLIENT.

CLIENT agrees that CLIENT is solely responsible for maintaining accurate records of all software licensing. VCI will only install one copy of a software program for each license owned by CLIENT. VCI will make no attempt to verify the legality of software licensing purchased from or installed by anyone other than VCI employees. In no event will VCI be liable for copyright infringement or any other violation of software licensing agreements by CLIENT.

**NON-SOLICITATION.** CLIENT recognizes that CLIENT will necessarily establish a close working relationship with staff assigned to CLIENT's project(s) and that the VCI support person may become a critical part of CLIENT's support team. CLIENT hereby agrees that CLIENT will **not** either (1) contract separately with a VCI employee or (2) solicit for hire a VCI employee during the duration of this Agreement or the period of 1 year after termination of this Agreement. CLIENT acknowledges VCI's right for compensatory damages should CLIENT violate the terms of this section.

**CLIENT SUPPORT AGREEMENT ACCEPTANCE**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed at Eustis, Lake County, Florida, this 10<sup>th</sup> day of September 2024 for the term of one (1) month with a renewal each month up to 1 year from executed contract. Termination to be expressed 15 days in advance of the date of termination.

**Seller:**

By: \_\_\_\_\_  
Verteks Consulting, Inc.  
John Childers, Vice President  
2102 SW 20<sup>th</sup> Place, Suite 602  
Ocala, Florida 34471

Date: \_\_\_\_\_

**Purchaser:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**City of Eustis  
Interim IT Services**

Verteks Consulting, Inc. located at 2100 SW 22<sup>nd</sup> Place, Ocala, FL 34471 ("VCI") agrees to provide Help Desk Support Services to the **City of Eustis** (herein referred to as "Client" or "The City") subject to the terms and conditions set forth in this Agreement ("Agreement").

CLIENT will be responsible for selecting the specific services used and the frequency of use.

VCI agrees to respond to CLIENT's request for support under this Agreement as scheduled by agreement of both CLIENT and VCI. VCI will attempt to complete support requests in the most expeditious manner possible but will not be responsible for any delay beyond its control such as delays caused by application software vendors or other sources of information or equipment.

CLIENT agrees to provide a suitable environment for the supported systems as specified by the manufacturer of all software and hardware in the system and provide VCI full access to supported systems. CLIENT agrees that CLIENT is solely responsible to provide appropriate safeguards for CLIENT's data and will make suitable backup copies of the contents of non-removable media and that VCI will have no responsibility for the integrity and preservation of application software and/or data prior to or subsequent to remedial actions taken by VCI at CLIENT's request.

**SUPPORT PROGRAMS**

**Managed Network Services:** We will provide 60 hours per month of remote and on-site support for any IT work requested by the CLIENT. Support can include Third party application support, implementing updates or upgrades to application software as needed, Microsoft exchange, SQL and share point server administration, Installation of new hardware, replace or repair hardware, Diagnosis of ongoing and severe problems, Support for handheld devices (Apple, Droids etc.), or any other IT work needed. Unused time shall carry forward for as long as a valid agreement is in existence. Additional support time billed at a standard per hour rate for work performed between normal work hours from Monday through Friday. After hours rate applies for other work to include weekends and holidays.

**Support Availability:** Support services are available during our normal business hours of 7:30 AM to 6:00 PM, Monday to Friday (Federal Holidays excluded). After hours calls are routed to an emergency support mailbox, with 3 engineers on-call 24x7x365.

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## SUPPORT PRICING

### Per RFP #010-16

Section 1 – Remote and On-Site Services Cost – (60 hours of time per month): \$6,000 Per Month  
 Monthly Invoice Amount:

Time spent beyond the 60 hours per month will be billed according to the following rate schedule:  
 Hourly Rates: Standard - \$100 per hour / After Hours - \$150 per hour / Holiday - \$190 per hour

### TERM / WITHDRAWAL / TERMINATION

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## INVOICING AND PAYMENT

Contract Pricing – The contract shall be for a fixed dollar amount for the first month. Subsequent month will be evaluated to determine the estimated number of hours to be included in the monthly cost. As the number of hours necessary on a month-to-month basis increase or decrease, the base contract will be adjusted.

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Taxes – The CLIENT is tax exempt and will provide a copy of the tax-exempt certificate each year upon renewal or extension of the agreement.

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**CLIENT SUPPORT AGREEMENT ACCEPTANCE**

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**Seller:**

By: \_\_\_\_\_  
Verteks Consulting, Inc.  
John Childers, Vice President  
2102 SW 20<sup>th</sup> Place, Suite 602  
Ocala, Florida 34471

Date: \_\_\_\_\_

**Purchaser:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: October 3, 2024

RE: **SECOND READING**

Ordinance Number 24-38: Conditional Use Permit for an Accessory Dwelling Unit at 514 East Washington Avenue

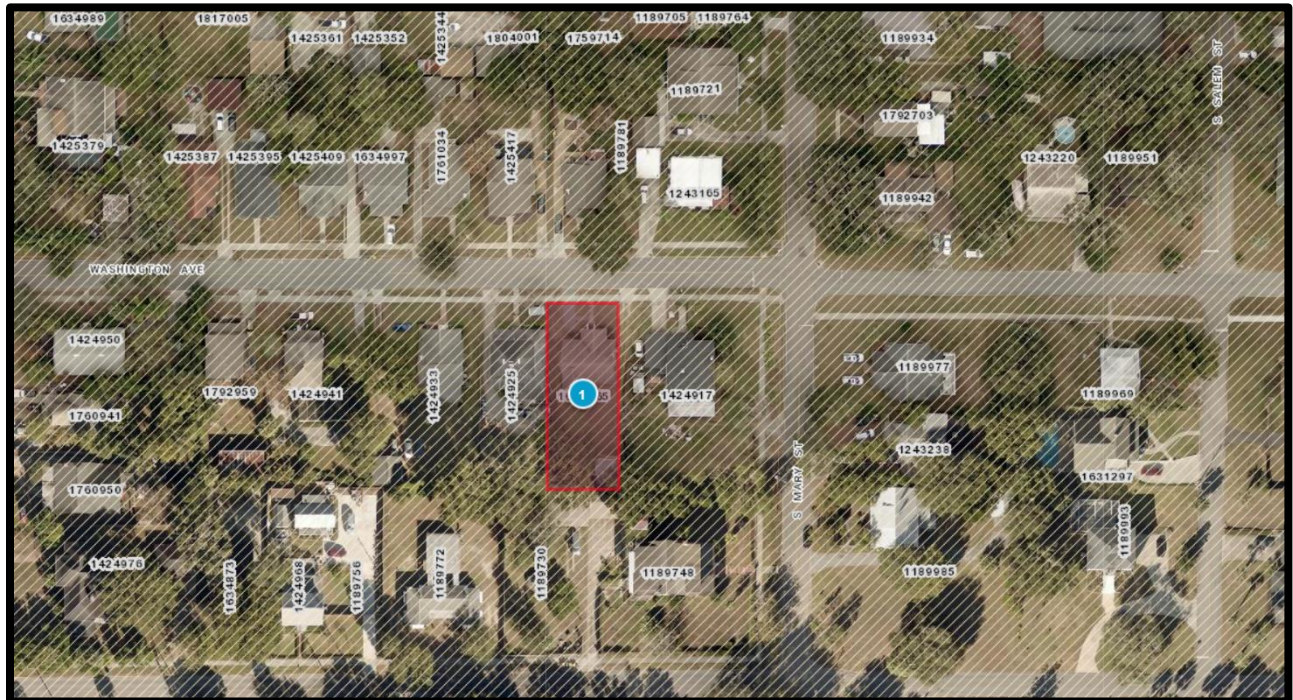
**Introduction:**

Ordinance Number 24-38 approves a Conditional Use Permit for an accessory dwelling unit to an existing single-family residence in the Suburban Residential (SR) land use district for property located at 514 East Washington Avenue (Alternate Key Number 1634865).

**Background:**

**Pertinent Site Information:**

- a. The subject property at 514 East Washington Avenue (Alternate Key Number 1634865) comprises about 0.2 acres.



- b. The subject property currently contains a two-story 1,134 square-foot single-family residence built in 1924, a detached garage, and a screened porch. The

Property Record Card from Lake County Property Appraisers' office's website attached for reference.

- c. The site and surrounding properties' land use are Suburban Residential (SR), and also in the Washington Avenue Historic District.
- d. The subject property and all properties immediately adjacent to it are in the Urban Neighborhood design district.
- e. A Code Enforcement Violation (Violation ID 23-00911) is open on this property for work being done without a permit, which includes converting detached garage into a habitable space; known alterations include installation of a window on the east side, a kitchenette and bathroom facilities.

### Proposed Development:

Andrew Bennett of Blue Jay Properties, LLC, the owner of 514 East Washington Avenue, is requesting Conditional Use approval to convert the detached garage to an accessory dwelling unit, including modification of windows and doors within the Washington Avenue Historic District. The applicant received approval for a Certificate of Appropriateness (COA), 2024-COA-07, from the Historic Preservation Board (HPB) during their meeting on July 10, 2024. The application for a Certificate of Appropriateness (see attached for complete information) states:

- Existing 350 sq. ft. building will remain
- 7'x14' of front would remain storage.
- Remainder to serve as efficiency apartment.
- Small window to be added to the left side of the garage.
- Designated parking area may be added.
- Existing features include AC/heat, electrical service, insulation, finished drywall, an exterior door on the right side, a small window on the right side of the garage, a metal garage door at the front, and water supply.

### Applicant's Request:

The applicant requests approval to permit the conversion of the detached garage structure to an accessory dwelling unit in the Suburban Residential land use district.

### Analysis and Summary:

The primary contact person for this application is Andrew Bennett, who is the owner/applicant (Blue Jay Properties, LLC). The owner began work on this property without any prior permits or approvals. As a result of a member of the public contacting Code Enforcement to inquire about work being done at the property that they did not think was permitted, Code Enforcement investigated and issued a violation notice along with options for correction of the violation, which is Violation 23-00911 (attached for reference).

This property is in the Washington Avenue Historic District, so the first step to remedy the violation was a Certificate of Appropriateness (COA) application for approval by the Historic Preservation Board (HPB), which was submitted on April 17, 2024, and approved by the HPB during their July 10, 2024, meeting. The associated COA application, backup documentation, staff report, and approval letter are attached for reference.

The proposed work is generally consistent with the overall property and the surrounding properties nearby. The existing structures will remain, but renovations will be done internally to

the detached garage along with the addition of some features of the structure. The applicant proposes to convert a portion of the existing detached garage into an accessory dwelling unit with the remaining 7 x 14-foot area as open storage. Other improvements include things such as bathroom facilities, kitchenette, and an additional exterior window, as well as a designated parking area. Pre-existing items include AC/heat, exterior door, small window and water supply (see approved Certificate of Appropriateness).

The City's Land Development Regulations Section 109-4, Use Regulations Table, require conditional use approval for accessory dwelling units in the Suburban Residential land use district. As a result, a Conditional Use application request was received to seek this required approval to bring the property into compliance. A Building Permit application will also be required for the proposed work, which can theoretically receive approval by Planning upon approval of a Conditional Use for an accessory dwelling unit on this property.

The standards of review must show the conditional use is consistent with the City's Comprehensive Plan, Land Development Regulations, and City Codes, which are shown below.

This request for allowance of an ADU is generally consistent with the goals and objectives of the City's Comprehensive Plan, which has provisions for providing affordable housing and varieties of housing types, which an ADU can do. This ADU would be in an area of other residential development. The exterior appearance would not be a great variation as it is currently other than general maintenance and upkeep type of improvements, per the information that has been submitted, and is attached for reference.

Per Section 110-5.8, Garages, (full code section text is below) a garage is required for all single-family dwellings, and should any property owner enclose or reduce the size of any existing garage or carport below the square footage requirements of this section, then the owner shall mitigate the loss of the garage by providing for on-site parking and outside storage. If in a designated historic district, in an urban design district, or on a legal lot of record that is below the minimum suburban standard, or if enclosing a carport, then the owner may designate two on-site parking spaces at least 9 feet x 18 feet each in the driveway area or on the residential lot behind the building frontage; and provide outside storage by either constructing a storage shed with minimum dimensions of 10 feet x 10 feet in accordance with the Land Development Regulations for accessory structures or by providing outside access to a designated, separated storage area within the enclosed garage or carport (minimum dimensions 12 feet x 7 feet).

The property has a storage shed on the property that will meet the requirements for storage to be provided, and there is a driveway on the property that can be utilized for parking.

Compatibility:

Per the Lake County Property Appraiser records (property record card attached for reference), the existing 1,134-square-foot primary residence was originally constructed in 1924, the 432-square-foot detached garage was constructed in 1923. County and City records indicate the use of the structures continue to be as they were initially constructed to be utilized until recent work was being done on the property.

Surrounding land uses have not changed considerably over the years and are primarily residential.

The single accessory dwelling unit use will not generate sufficient traffic to require a traffic study.



Noise should not be an issue as the primary use will be accessory residential occupying a small space.

The Impervious surface ratio (ISR) maximum for the SR land use is 40%. All structures on this site are previously existing and no new structures or impervious surface area are proposed. Pursuant to Eustis LDR [Sec. 94-176. – Definitions](#), “Impervious areas means those hard surfaced areas which either prevent or retard the entry of water into the soil mantle, as it entered under natural conditions prior to development, and/or cause water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions prior to development. Common impervious surfaces include but are not limited to rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, and other surfaces which similarly impact the natural infiltration or runoff patterns which existed prior to development.”

The impervious surface ratio (ISR) is the relationship between the total impervious surface area on a site and the gross land area. The ISR is calculated by dividing the square footage of the area of all impervious surfaces on the site by the square footage of the gross land area.

#### Applicable Policies and Codes:

The standards of review must show the conditional use is consistent with the City’s Comprehensive Plan, Land Development Regulations (LDR), and City Codes. Accordingly, staff has reviewed this conditional use request with consideration of the following.

The Comprehensive Plan: The Suburban Residential (SR) land use applies to residential areas which are typically adjacent to other residential development. The purpose is to provide for residential neighborhoods with fewer street connections and more bicycle and pedestrian-friendly circulation patterns, with limited retail and service businesses while maintaining residential character or compatibility.

Pursuant to Eustis LDR Section 94-176. – Definitions, “Impervious areas means those hard-surfaced areas which either prevent or retard the entry of water into the soil mantle, as it entered under natural conditions prior to development, and/or cause water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions prior to development. Common impervious surfaces include but are not limited to rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, and other surfaces which similarly impact the natural infiltration or runoff patterns which existed prior to development.”

Section 102-30 (Conditional Uses) of the Land Development Regulations (LDRs) provides for uses that are generally compatible with the use characteristics of a future land use district, but which require individual review of:

“Location, design, intensity, configuration, and public facility impact in order to determine the appropriateness of the use of any particular site in the district and their compatibility with adjacent uses.”

The Conditional Use review allows the City Commission to attach conditions, limitations, and requirements to a conditional use permit to prevent or minimize adverse effects upon other properties in the neighborhood. These conditions can include limitations on size, intensity of use, bulk and location, landscaping, lighting, provision of adequate ingress and egress, duration of the permit, and hours of operation.

Section 109-4 (Use Regulations Table) allows an accessory apartment as a conditional use within the SR land use district.



## Sec. 110-5.8. Garages

(a) *Garages.* All single-family dwellings, including mobile homes, duplexes, triplexes, row houses, and the like, constructed after the effective date of this section, shall possess a garage as follows:

(1) Minimum size 300 square feet (12 feet x 18 feet for automobile parking and 12 feet x 7 feet for storage).

(2) Equipped with an operational overhead door with minimum dimensions of 9 feet x 7 feet, which door, when closed, conceals the interior of the garage.

(b) Should any property owner enclose or reduce the size of any existing garage or carport below the square footage requirements of this section, then the owner shall mitigate the loss of the garage by providing for on-site parking and outside storage as follows:

(1) Construct a new garage on the property sufficient to meet the square footage requirements of this section; or

(2) If in a designated historic district, in an urban design district, or on a legal lot of record that is below the minimum suburban standard, or if enclosing a carport, then the owner may take the following actions in lieu of replacing the garage:

a. Designate two on-site parking spaces at least 9 feet x 18 feet each in the driveway area or on the residential lot behind the building frontage; and

b. Provide outside storage by either constructing a storage shed with minimum dimensions of 10 feet x 10 feet in accordance with the Land Development Regulations for accessory structures or by providing outside access to a designated, separated storage area within the enclosed garage or carport (minimum dimensions 12 feet x 7 feet).

(Ord. No. 16-31, § 1.e.(Exh. A), 12-15-2016)

### **Recommended Action:**

Based on review, staff finds the request for a Conditional Use Permit to accommodate an accessory dwelling unit consistent with applicable code, and recommends adoption of Ordinance 24-38.

### **Policy Implications:**

None.

### **Alternatives:**

1. Approve Ordinance Number 24-38.
2. Deny Ordinance Number 24-38.

### **Budget/Staff Impact:**

None

### **Prepared By:**

Kyle Wilkes, Senior Planner

**Reviewed By:**

Jeff Richardson, AICP, Deputy Director, Development Services

**Attachments:**

- Proposed Ordinance Number 24-38
- Maps to show General Location, Future Land Use, and Design District
- Property Record Card for Subject Property
- Relevant Correspondence with Property Owner, Blue Jay Properties, LLC
- Certificate of Appropriateness 2024-COA-07 Approval and Attachments
- Washington Avenue Historic District Boundaries Map

**ORDINANCE NUMBER 24-38**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A CONDITIONAL USE PERMIT FOR AN ACCESSORY DWELLING UNIT TO AN EXISTING SINGLE-FAMILY RESIDENCE IN THE SUBURBAN RESIDENTIAL (SR) FUTURE LAND USE DISTRICT ON APPROXIMATELY 0.2 ACRES LOCATED AT 514 EAST WASHINGTON AVENUE.**

**WHEREAS**, Blue Jay Properties, LLC, property owner, has applied for a Conditional Use Permit for a detached garage to be converted to a free-standing accessory dwelling unit at 514 East Washington Avenue; and

**WHEREAS**, the subject property has a Land Use Designation of Suburban Residential (SR) and a Design District Designation of Urban Neighborhood; and

**WHEREAS**, an accessory dwelling unit is permitted as a Conditional Use in the Suburban Residential Land Use District; and

**WHEREAS**, the request for a Conditional Use Permit was properly Noticed for a Quasi-Judicial Public Hearing before the City Commission; and

**WHEREAS**, on September 19, 2024, the City Commission held the 1<sup>st</sup> Public Hearing to consider the Conditional Use Permit; and

**WHEREAS**, on October 3, 2024, the City Commission held the 2<sup>nd</sup> Public Hearing to consider the Conditional Use Permit; and

**WHEREAS**, the proposed conditional use is consistent with the City's Land Development Regulations, Comprehensive Plan, and Code of Ordinances; and

**WHEREAS**, the applicant has presented evidence to establish the following: That the proposed use is desirable at the particular location.

1. That the proposed conditional use will not have an undue adverse effect upon nearby property.
2. That such use will not be detrimental to the health, safety, or general welfare of the citizens residing in the area.
3. That the proposed conditional use is compatible with the existing or planned character of the neighborhood in which it would be located.

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

**Section 1.** That a Conditional Use Permit is granted for an accessory dwelling unit on approximately 0.2 acres located at 514 East Washington Avenue, more particularly described as:

EUSTIS, MAYER'S SUB LOT 3 PB 3 PG 24 ORB 6017 PG 1312

ALTERNATE KEY NUMBER: 1634865

PARCEL NUMBER: 11-19-26-0700-000-00300

**Section 2.** That the conditions of approval require that the accessory use meets all applicable provisions of the Land Development Regulations and the City Code of Ordinances and complies with the following specific conditions and limitations:

- 1. Payment of water and sewer impact fees is required as a condition of approval.

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

**Section 4.** That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

**Section 5.** That this Ordinance shall become effective immediately upon passing.

**PASSED, ORDAINED, AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this 3<sup>rd</sup> day of October 2024.

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

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 3<sup>rd</sup> day of October 2024 by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

This document is approved as to form and legal content, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

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

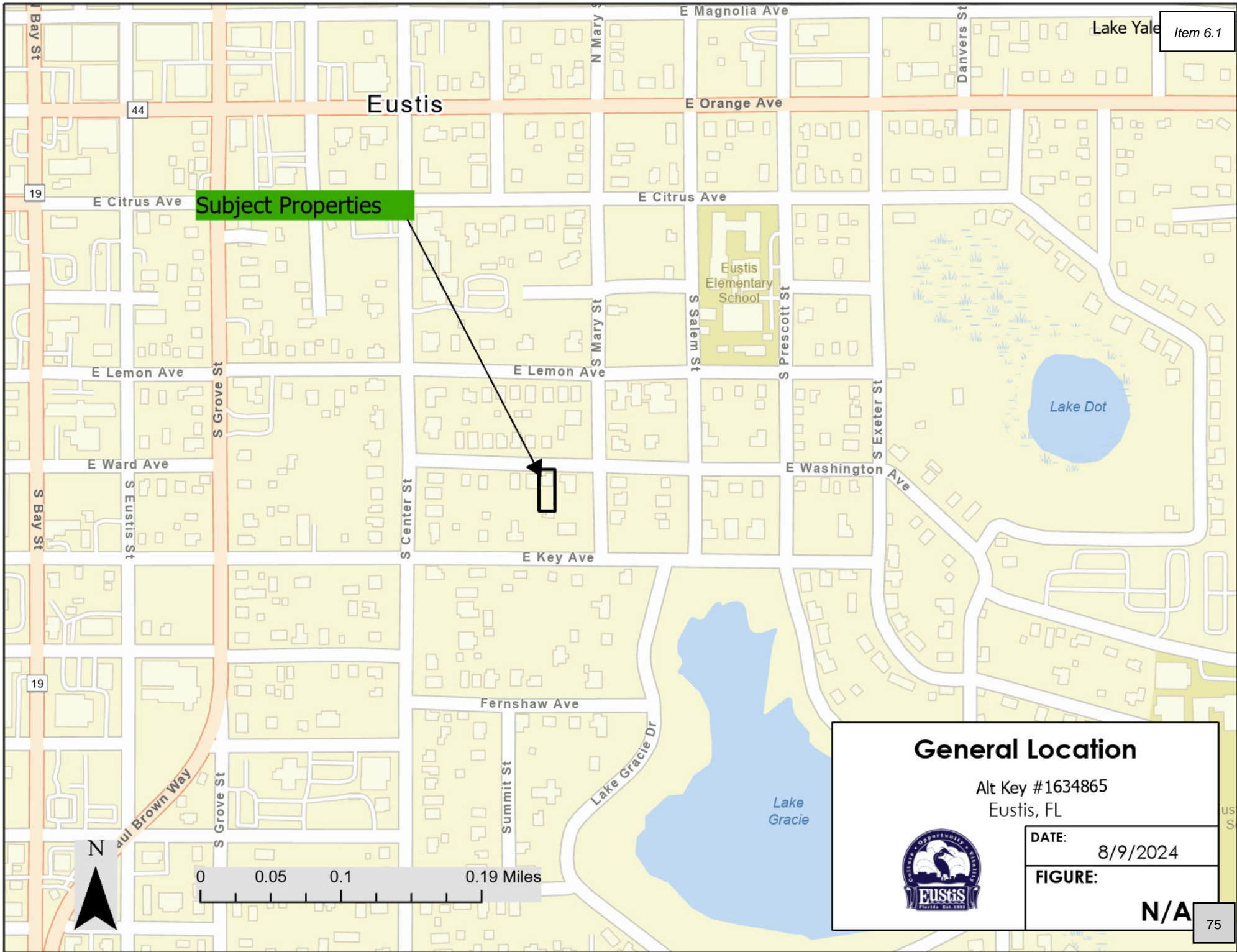
\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 24-38 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk

**Maps to show General Location, Future Land Use, and Design District**



Subject Properties

### General Location

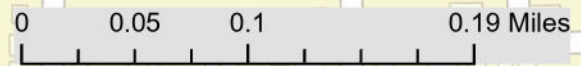
Alt Key #1634865  
Eustis, FL



DATE: 8/9/2024

FIGURE:

N/A





Subject Properties



### General Location

Alt Key #1634865  
Eustis, FL



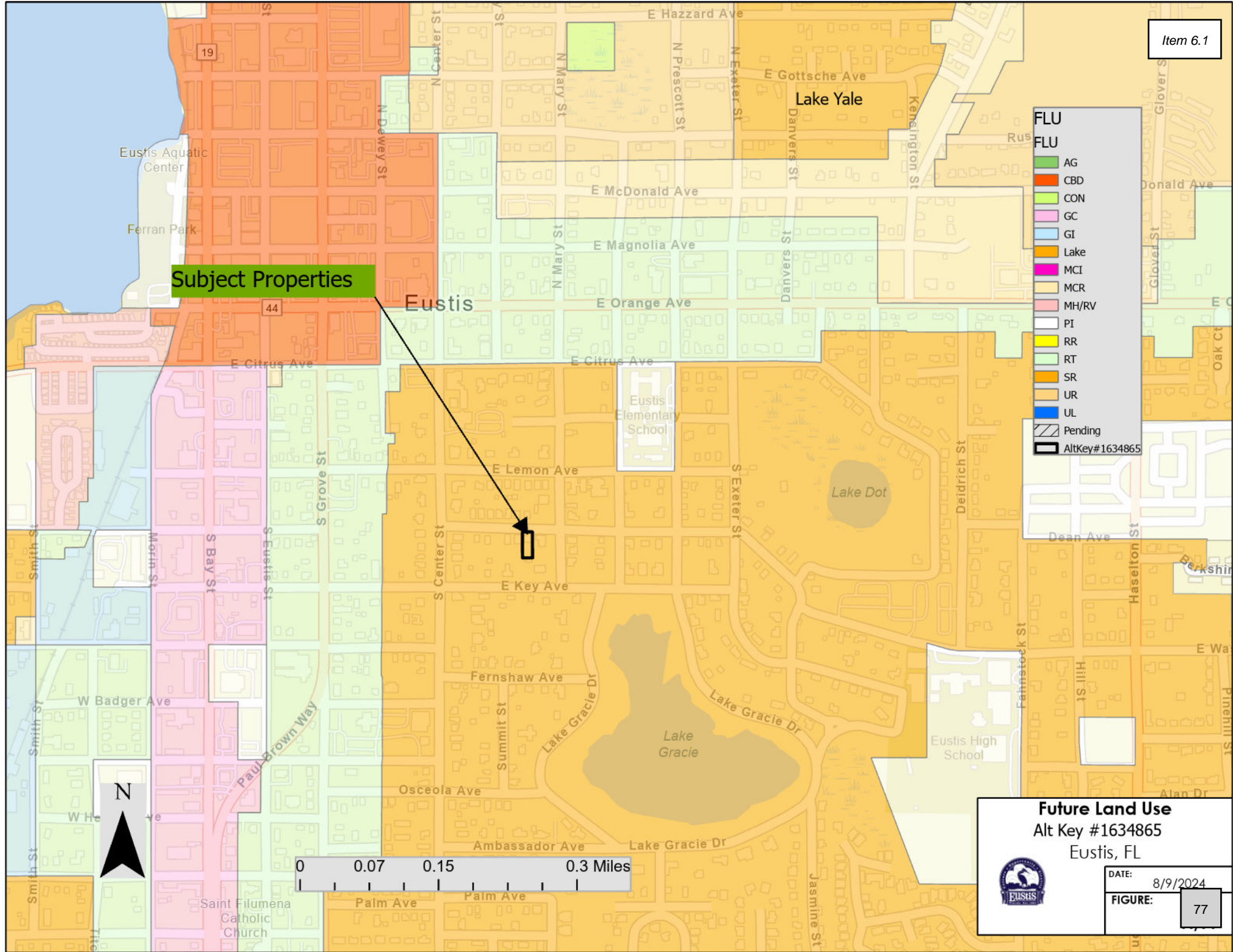
DATE: 8/9/2024

FIGURE: N/A

N/A







Subject Properties

Eustis

- FLU**
- AG
  - CBD
  - CON
  - GC
  - GI
  - Lake
  - MCI
  - MCR
  - MH/RV
  - PI
  - RR
  - RT
  - SR
  - UR
  - UL
  - Pending
  - AltKey#1634865

**Future Land Use**  
 Alt Key #1634865  
 Eustis, FL



DATE: 8/9/2024

FIGURE: 77

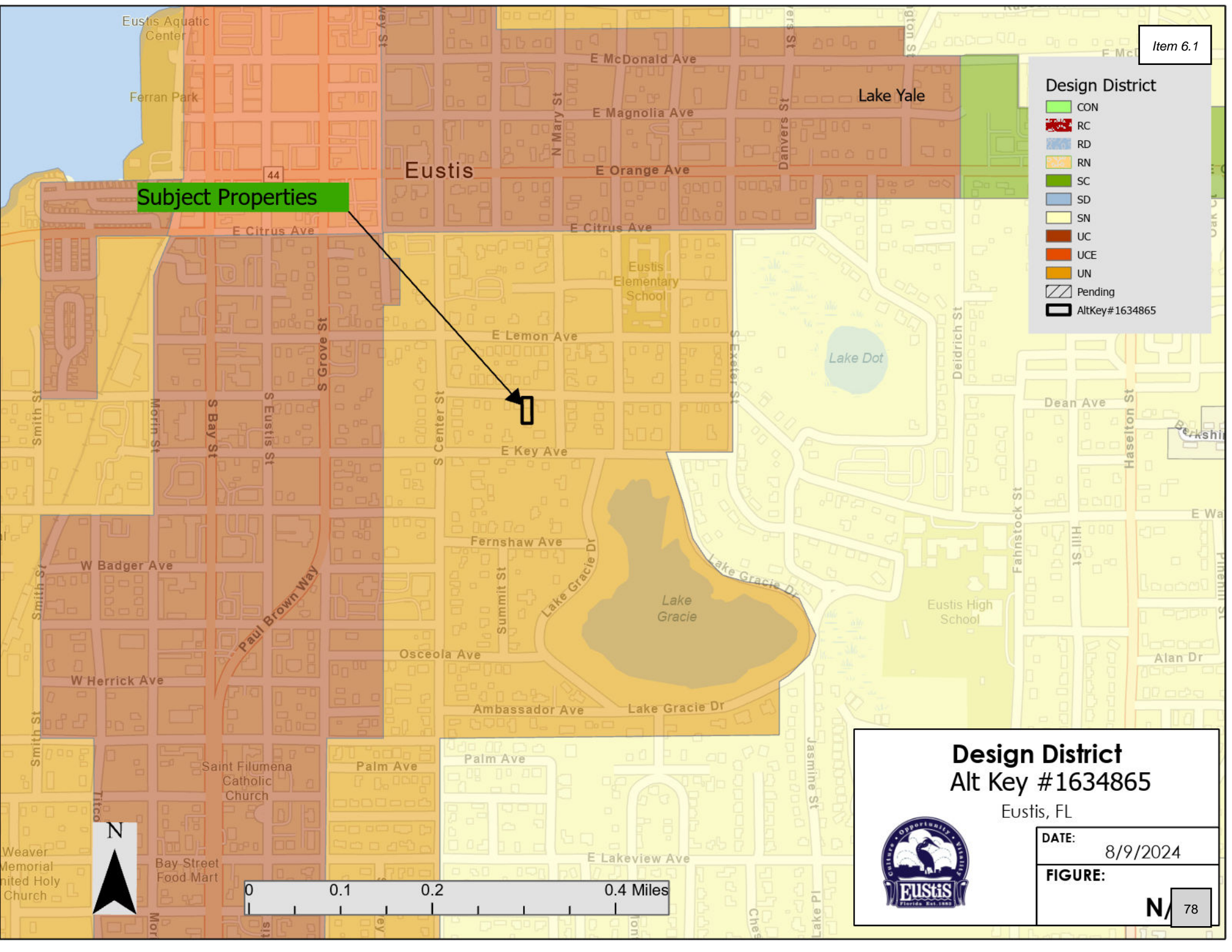
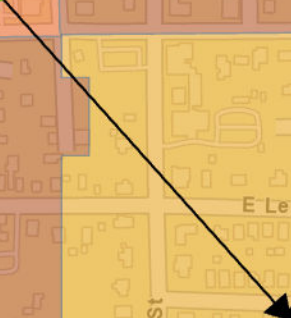
0 0.07 0.15 0.3 Miles



**Design District**

- CON
- RC
- RD
- RN
- SC
- SD
- SN
- UC
- UCE
- UN
- Pending
- AltKey#1634865

**Subject Properties**



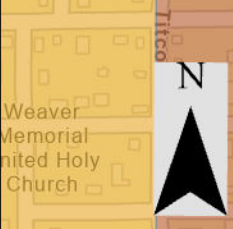
# Design District Alt Key #1634865

Eustis, FL



DATE: 8/9/2024

FIGURE: N 78



**Property Record Card for Subject Property**



# PROPERTY RECORD CARD

## General Information

<b>Name:</b>	BLUE JAY PROPERTIES LLC	<b>Alternate Key:</b>	1634865
<b>Mailing Address:</b>	32100 BLUEGILL DR TAVARES, FL 32778 <a href="#">Update Mailing Address</a>	<b>Parcel Number:</b> <a href="#">📍</a>	11-19-26-0700-000-00300
		<b>Millage Group and City:</b>	000E Eustis
		<b>2023 Total Certified Millage Rate:</b>	20.0014
		<b>Trash/Recycling/Water/Info:</b>	<a href="#">My Public Services Map</a> <a href="#">📍</a>
<b>Property Location:</b>	514 WASHINGTON AVE EUSTIS FL, 32726	<b>Property Name:</b>	-- <a href="#">Submit Property Name</a> <a href="#">📍</a>
		<b>School Information:</b>	<a href="#">School Locator &amp; Bus Stop Map</a> <a href="#">📍</a> <a href="#">School Boundary Maps</a> <a href="#">📍</a>
<b>Property Description:</b>	EUSTIS, MAYER'S SUB LOT 3 PB 3 PG 24 ORB 6017 PG 1312		
<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

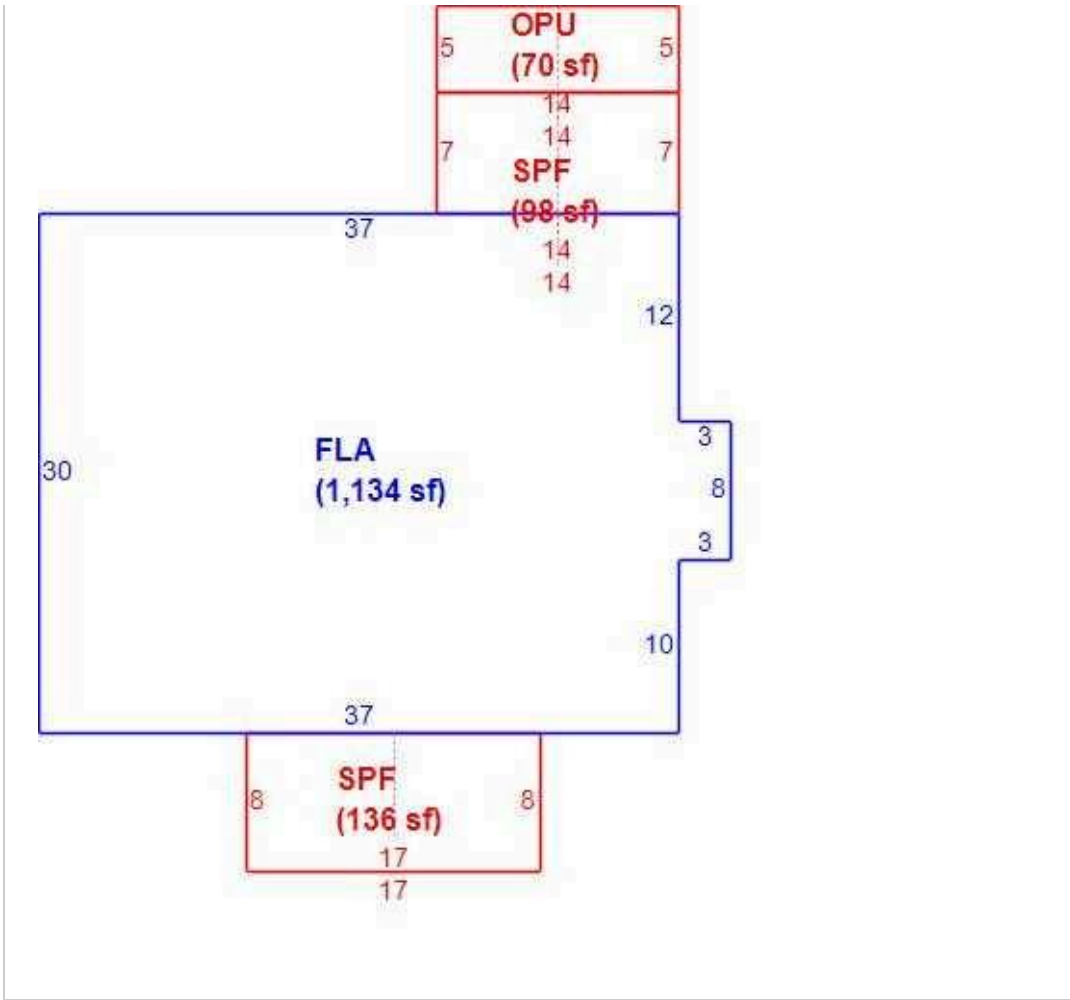
Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SINGLE FAMILY (0100)	57	157		8949.000	FD		\$26,998.00	\$26,998.00

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

## Residential Building(s)

### Building 1

Residential	Building Value: \$95,444.00		
<b>Summary</b>			
Year Built: 1924	Total Living Area: 1134 <a href="#">📍</a>	Central A/C: Yes	Fireplaces: 1
Bedrooms: 3	Full Bathrooms: 1	Half Bathrooms: 0	
<a href="#">Incorrect Bedroom, Bath, or other information?</a> <a href="#">📍</a>			
<b>Section(s)</b>			
Section Type	Ext. Wall Type	No. Stories	Floor Area
FINISHED LIVING AREA (FLA)	Wood (01)	1.00	1134
OPEN PORCH UNFINISHED (OPU)		1.00	70
SCREEN PORCH FINISHED (SPF)		1.00	234
<a href="#">View Larger / Print / Save</a>			



### Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
1	DETACHED GARAGE (DGF1)	432	SF	1923	\$3,888.00

### 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="#">6017 / 1312</a>	08/2022	Warranty Deed	Qualified	Improved	\$85,000.00
<a href="#">5996 / 1671</a>	07/2022	Probate Order	Unqualified	Improved	\$0.00
<a href="#">3572 / 654</a>	01/2008	Warranty Deed	Unqualified	Improved	\$100.00
<a href="#">3567 / 387</a>	12/2007	Probate Order	Unqualified	Improved	\$0.00
<a href="#">3572 / 738</a>	12/2007	Quit Claim Deed	Unqualified	Improved	\$0.00
<a href="#">3572 / 739</a>	12/2007	Quit Claim Deed	Unqualified	Improved	\$0.00
<a href="#">491 / 607</a>	01/1973	Warranty Deed	Unqualified	Improved	\$18,000.00

[Click here to search for mortgages, liens, and other legal documents.](#)

### Values and Estimated Ad Valorem Taxes


Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
---------------	--------------	----------------	---------------	---------	-----------------

LAKE COUNTY BCC GENERAL FUND	\$126,330	\$126,330	\$126,330	5.0364	\$636.25
SCHOOL BOARD STATE	\$126,330	\$126,330	\$126,330	3.2080	\$405.27
SCHOOL BOARD LOCAL	\$126,330	\$126,330	\$126,330	2.9980	\$378.74
LAKE COUNTY WATER AUTHORITY	\$126,330	\$126,330	\$126,330	0.2940	\$37.14
NORTH LAKE HOSPITAL DIST	\$126,330	\$126,330	\$126,330	0.1500	\$18.95
ST JOHNS RIVER FL WATER MGMT DIST	\$126,330	\$126,330	\$126,330	0.1793	\$22.65
CITY OF EUSTIS	\$126,330	\$126,330	\$126,330	7.5810	\$957.71
LAKE COUNTY MSTU AMBULANCE	\$126,330	\$126,330	\$126,330	0.4629	\$58.48
LAKE COUNTY VOTED DEBT SERVICE	\$126,330	\$126,330	\$126,330	0.0918	\$11.60
				<b>Total:</b>	<b>Total:</b>
				20.0014	\$2,526.79

## 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 \$5,000)	<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 \$5,000)	<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 (\$5,000)	<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>

**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](#).

Copyright © 2014 Lake County Property Appraiser. All rights reserved.  
Property data updated nightly.

**Site Notice**

**Relevant Correspondence with Property Owner, Blue Jay Properties, LLC**





# City of Eustis

## Code Enforcement Department

P.O. Drawer 68

Eustis, Florida 32727-0068 (352) 483-5464

June 17, 2024

Blue Jay Properties LLC  
32100 Blue Gill Drive  
Tavares, FL 32778

**Re: Code Enforcement Case No. 23-00911**  
**514 EAST WASHINGTON AVE, EUSTIS, FL**

Dear Property Owner:

Enclosed is a copy of an Affidavit of Non-Compliance for the above referenced case. The violation was not brought into compliance by June 9, 2024, the date set by the Code Enforcement Board, and a penalty is accruing at the rate of \$250 per day effective June 10, 2024 and will continue to accrue until the violation(s) is cleared.

Also enclosed is a Notice of Hearing scheduled for 3:00 P.M. on August 12, 2024 at 10 North Grove Street, Eustis, FL in the City Commission Room for Certification of Non-Compliance and Assessment of Fines. At the Hearing, the Board will consider whether to impose the accrued fines for the period of non-compliance. If an Order Imposing Fine/Lien is certified, the Order is subject to recording in the public records of Lake County, Florida constituting a lien against the subject property and any other property owned by the violator(s).

To stop accrual of the daily fine, the property must be brought into compliance. If compliance is not met and the accrued fine is not paid within three (3) months of the date of recording the Order Imposing Fine/Lien, the property may be subject to foreclosure proceedings and sold to enforce the lien.

If you have any questions regarding this process or how to bring the property into compliance, please contact the Code Enforcement Department at (352) 483-5464.

Sincerely,

Eric Martin  
Code Enforcement Supervisor

Enc.: Affidavit of Non-Compliance - copy  
Notice of Hearing – original





# City of Eustis

## Code Enforcement Department

Item 6.1

P.O. Drawer 68

Eustis, Florida 32727-0068

(352) 483-5464

February 21, 2024

Case #23-00911

Blue Jay Properties LLC  
32100 Blue Gill Drive  
Tavares, FL 32778

Certified Mail #7021 1970 0001 7460 5963  
POSTED OR HAND DELIVERED ON FEBRUARY 21, 2024

**RE: Notice of Violation/Hearing for property located at:**

**514 EAST WASHINGTON AVE, EUSTIS, FL**

Alternate Key #1634865

Parcel No. 11-19-26-0700-000-00300

Legal Description: EUSTIS, MAYER'S SUB LOT 3 PB 3 PG 24 ORB 6017 PG 1312

Dear Property Owner:

**YOU ARE HEREBY NOTIFIED** that the property identified above has been found in violation of the following City code(s): You are hereby directed to take immediate action(s) to remedy the violation(s) by the Compliance Date listed in this Notice.

**Section 118-2 FBC, Section 105.1 Permits Required:** Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the building official and obtain the required permit.

**Section 46-227 Procedures for granting Certificate of Appropriateness:** (a) The ordinance designating a landmark or landmark site or historic district shall designate those activities that require the issuance of a certificate of appropriateness. Nothing in this section shall be construed to require a certificate of appropriateness for the demolition of a noncontributing structure in an historic district or for routine maintenance activity within established rights-of-way or easements by governmental and/or utility entities.

(b) Whenever any alteration, new construction or demolition, except demolition of a noncontributing structure in an historic district, or relocation as specified in subsection (a) of this section is undertaken on a landmark, landmark site or property in an historic district without a certificate of appropriateness whether or not a building permit is required, the city building official or director or development services is authorized to issue a notice of violation to stop all work.

Ordinance 97-33, Section 3 – Design Guidelines and Actions Requiring a Certificate of Appropriateness for Washington Avenue Historic District.

C. Building and/or Altering Historic Structures: Certificate of Appropriateness

i. Except as otherwise set forth herein, no exterior portion of any building or other structure shall be erected, altered, restored, moved or demolished within the District until after an application for a Certificate of Appropriateness as to the proposed changes to exterior features has been submitted to an approved by the Eustis Historic Board ("Board").



**Section 110-5.8(b) Garages:** b. Should any property owner enclose or reduce the size of any existing garage or carport below the square footage requirements of this section, then the owner shall mitigate the loss of the garage by providing for on-site parking and outside storage as follows:

1. Construct a new garage on the property sufficient to meet the square footage requirements of this section; or

2. If in a designated historic district, in an Urban design district, or on a legal lot of record that is below the minimum suburban standard, or if enclosing a carport, then the owner may take the following actions in lieu of replacing the garage:

(a) Designate two on-site parking spaces at least 9' x 18' each in the driveway area or on the residential lot behind the building frontage; and

(b) Provide outside storage by either constructing a storage shed with minimum dimensions of 10' x 10' in accordance with the Land Development Regulations for accessory structures or by providing outside access to a designated, separated storage area within the enclosed garage or carport (minimum dimensions 12' x 7').

**Violation:** *Detached garage enclosed and converted into a habitable space without a building permit, or Certificate of Appropriateness. Known alterations include installation of a window on the east side of the building, a kitchenette and bathroom facilities.*

**Corrective Actions Required:** Obtain a Certificate of Appropriateness and a building permit for garage alterations from the Eustis Building Department.

Note: If the existing garage has reduced in size below the square footage requirements (minimum of 300 sq. ft.) additional on site parking and outside storage may be required in accordance with Sec. 110-5.8(b) of the City's Land Development Regulations.

**Notice:** Failure to comply by **March 4, 2024** will result in the case going before the Eustis Code Enforcement Board or Special Magistrate on **Monday, March 11, 2024 at 3:00 P.M. in the City Commission Chambers located in City Hall at 10 N. Grove Street.** At the Hearing, the Board or Special Magistrate will order compliance by a specified date and may impose a fine not to exceed \$250 per day for every day the property is in violation past the date specified for compliance.

If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the Code Enforcement Board or Special Magistrate even if the violation has been corrected prior to the Board Hearing.

It is the responsibility of the property owner or violator to notify the code inspector when the property is ready to be re-inspected. To request a re-inspection or if you have any questions about what is required to bring the property into compliance, please call (352) 483-5464 or email [codeenforcement@ci.eustis.fl.us](mailto:codeenforcement@ci.eustis.fl.us).

Sincerely,



Joseph Rittenhouse  
Code Enforcement Officer

cc: File





**CODE ENFORCEMENT BOARD  
CITY OF EUSTIS  
STATE OF FLORIDA**

**CASE #23-00911**

**IN THE MATTER OF:** BLUE JAY PROPERTIES LLC  
32100 BLUE GILL DRIVE  
TAVARES, FL 32778

**NOTICE OF HEARING**

**CERTIFICATION OF NON-COMPLIANCE / ASSESSMENT OF FINE / ORDER OF  
ABATEMENT**

YOU ARE HEREBY NOTIFIED OF THE EUSTIS CODE ENFORCEMENT BOARD OR SPECIAL  
MAGISTRATE HEARING, MONDAY, AUGUST 12, 2024, 2024 AT 3:00 P.M.

**EUSTIS CITY HALL  
COMMISSION ROOM  
10 NORTH GROVE STREET  
EUSTIS, FLORIDA**

On the 11th day of March, 2024 at a Violation Hearing before the Code Enforcement Board , an Order was entered requiring compliance by you in accordance with provision(s) of the City of Eustis Code of Ordinances. Compliance was ordered by a certain date and a daily fine was imposed for non-compliance of that Order. A copy of that Order was furnished by U. S. Mail.

The Code Enforcement Officer of the City of Eustis has informed the Code Enforcement Board or Special Magistrate that the terms of that Order have not been fulfilled or were not fulfilled by the specified date given by the Board or Magistrate.

Accordingly, the Code Enforcement Board or Special Magistrate has set this matter to be heard for the specific purpose of certification of period of non-compliance, assessment of fine accrued to date, as certified to the Board or Magistrate and violation abatement in accordance with Florida Statute 162.08(5). This Hearing is limited to the purpose stated above.

If you allege that you complied with the Order of the Board or Magistrate, within the time set forth, or that the violation has been corrected after the date set forth in that Order, it is imperative that you attend this Hearing and present evidence and/or testimony on your behalf.

**CERTIFICATE OF SERVICE**

I, Alex Thomas, hereby certify that a copy of this notice was furnished by U. S. Mail to the above named individual(s) at 32100 Blue Gill Drive, Tavares, FL 32778 this 17th day of June, 2024.



CITY OF EUSTIS, FL - CODE ENFORCEMENT  
AFFIDAVIT OF NON-COMPLIANCE

Case # 23-00911

For: BLUE JAY PROPERTIES LLC  
32100 BLUE GILL DRIVE  
TAVARES, FL 32778

I, Eric Martin, Code Enforcement Supervisor for the City of Eustis, FL who, after being duly sworn, deposes and states:

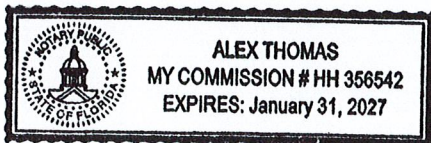
1. That on March 11, 2024, the Code Enforcement Board held a public hearing and issued an Order of Enforcement.
2. That pursuant to said Order, Respondent was to have taken certain corrective action by or before June 9, 2024.
3. That a re-inspection was made on June 11, 2024.
4. That the re-inspection revealed that the corrective actions ordered by the Board on March 11, 2024 have not been taken.
5. That a true copy of the Code Enforcement Hearing Notice was furnished by U. S. Mail to 32100 Blue Gill Drive, Tavares, FL 32778.

Eric Martin, Code Enforcement Supervisor

State of Florida)  
                                  ) SS  
County of Lake)

Sworn to and subscribed before me  
this 17th day of June, 2024 by the affiant,  
who is personally known to me.

Notary Public



**Certificate of Appropriateness 2024-COA-07 Approval and Attachments**





**CITY OF EUSTIS HISTORIC PRESERVATION BOARD**  
**APPLICATION FOR CERTIFICATE OF APPROPRIATENESS (COA)**  
4 N. Grove St., P.O. Drawer 68, Eustis, FL 32727-0068  
Phone: (352) 483-5460 Email: [planner@eustis.org](mailto:planner@eustis.org)

PLEASE SELECT ALL THAT APPLY TO YOUR PROPERTY:

- Local Landmark/Site
- Eustis Main Street Area
- Washington Avenue Historic District

ADDRESS OF PROPERTY: 514 Washington Ave

**Property Owner**

Print Name: Andrew Bennett  
 Mailing Address: 32100 Bluegill dr Tavares  
 Phone: 352 409 4005 Fax: \_\_\_\_\_  
 Email: Trekkersdaddy@gmail

**Applicant/Agent** (if different from property owner)

Print Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

I certify that all information contained in this application is true and accurate to the best of my knowledge.

Applicant/Owner: [Signature] Date: 4/17/24

Incomplete applications will not be reviewed and will be returned to you for more information. You are encouraged to contact Development Services, at (352) 483-5460, to make sure your application is complete.

Description of Proposed Work: (Check all that apply)

- Alteration
- Demolition
- Relocation
- New Construction

Completely describe the entire scope of work: all changes proposed on the exterior of the building, where on the property the work will occur, how the work will be accomplished, and the types of materials to be used. For large projects, an itemized list is recommended. Attach additional pages if necessary. Please include any additional information as may be applicable to your request including such as photos, drawings, samples of materials, and producing brochures.

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**OFFICIAL USE ONLY**

Date Received: 04/17/2024  
 File No.: 2024-COA-07

Historic Preservation Board Meeting Date: 07/10/2024  
 Was a COA issued? Yes X No \_\_\_\_\_

Administrative Approval

Application Approved: \_\_\_\_\_ Approved with Conditions: \_\_\_\_\_ Application Denied: \_\_\_\_\_

Conditions/Reasons: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

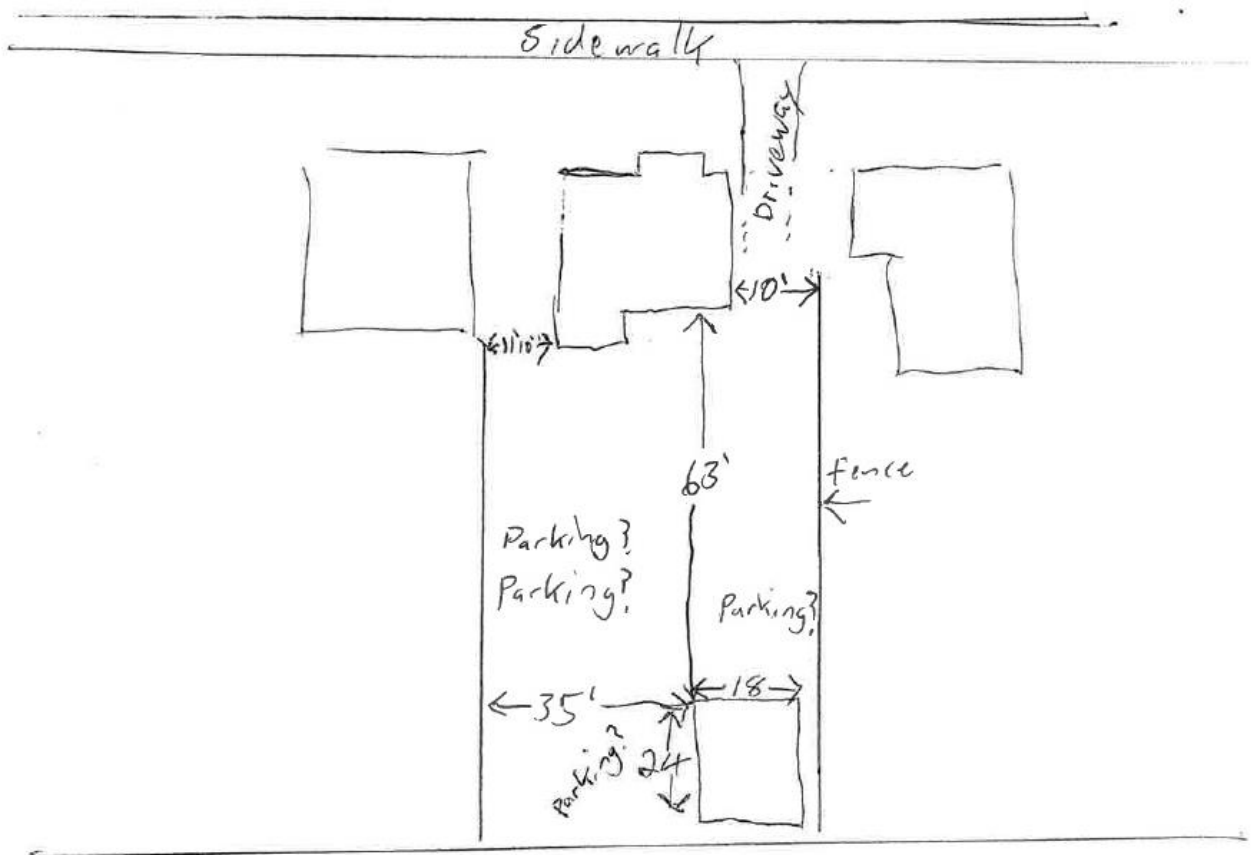
**514 Washington ave Eustis proposed conditional use of detached garage building as an efficiency apartment.**

**There is a 350 sf building at the rear of the property behind the main house. There is already a metal garage door on it. We would keep the front 7'x14' of it as outside storage. The remaining area would be used as an efficiency apartment. A standard 2x4 constructed wall divides the spaces already. It has drywall on the inside, insulation and OSB on the garage storage side. There is a steel exterior door from proposed apartment to the storage area. There is plenty of space behind the main house for extra parking and a driveway that already goes back there.**

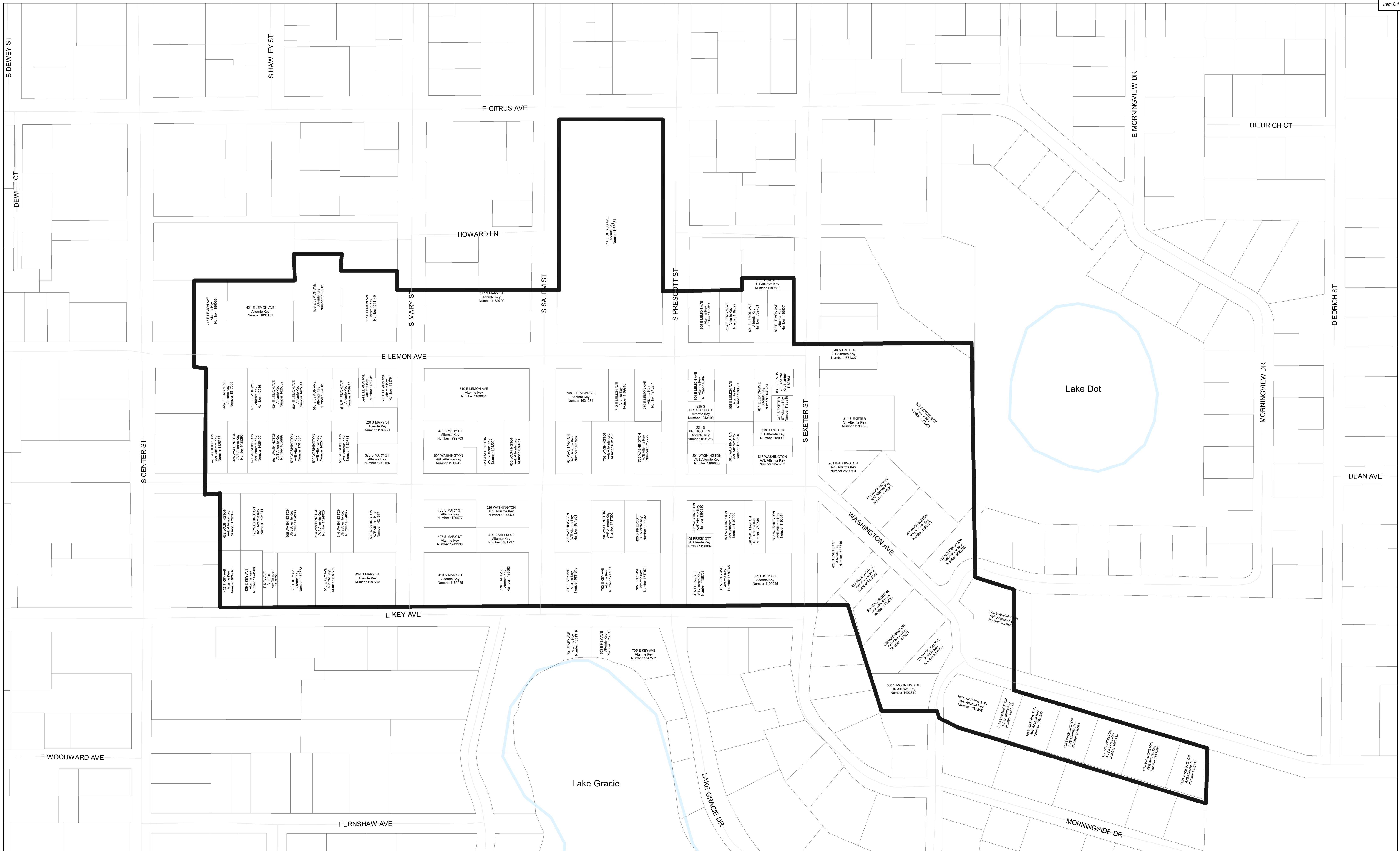
**The only change I made that is visible from outside is the small window on the left side of garage. The only other proposed changes that could affect the exterior visual appearance of the home would be designated rear parking.**

**Pre existing items of the rear garage building are these: AC/heat, electrical service, insulation, finished drywall, exterior door on right side, small window to the right of right side exterior door, metal garage door on front, water supply.**





**Washington Avenue Historic District Boundaries Map**



# Washington Avenue Historic District

Prepared by the City of Eustis Development Services Department - Washington Street Historic District Boundary Established by Ordinance Number 97-33



1 inch = 100 feet



# City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: October 3, 2024

RE: Explanation of Ordinances for Annexation of Parcel with Alternate Key Number 1443270:

Ordinance Number 24-35 – Voluntary Annexation

Ordinance Number 24-36 – Comprehensive Plan Amendment

Ordinance Number 24-37 – Design District Assignment

## **FIRST READING**

Ordinance Numbers 24-35: Voluntary Annexation of Parcel located at 2505 E. Orange Avenue with Alternate Key Number 1443270

### **Introduction:**

Ordinance Number 24-35 provides for the voluntary annexation of approximately .34 acres located at 2505 E. Orange Avenue. Provided the City Commission approves annexation of the subject property, Ordinance Number 24-36 would change the future land use designation from Urban Medium in Lake County to Residential/Office Transitional (RT) in the City of Eustis, and Ordinance Number 24-37 would assign the subject property a design district designation of Suburban Corridor. If the City Commission denies Ordinance Number 24-35, then there can be no consideration of Ordinance Numbers 24-36 and 24-37.

### **Background:**

1. The site contains approximately .34 acres located at 2505 E. Orange Avenue and is within the Eustis Joint Planning Area. The majority of the site is vacant; one single-family structure exists onsite. The Lake County Property Appraiser has classified the property as 1 story commercial office.
2. The site is contiguous to the City on all boundaries.
3. The site has a Lake County land use designation of Urban Medium, but approval of Ordinance Number 24-36 would change the land use designation to Residential/Office Transitional in the City of Eustis.
4. The property has a currently vacant commercial office structure and associated parking on site.
5. The commercial office building and parking area are accessed directly from E Orange Avenue.
6. The County Zoning for the property is Residential Professional. Lake County Residential Professional Zoning allows for office and professional services. The last

office and professional services businesses occupying the building appear to have been between May 2019 and August 2022.

**Applicant’s Request**

The applicant, George Trenfield, submitted an application for annexation and assignment of a Eustis future land use designation and design district.

The current Lake County the land use designation is Urban Medium and the zoning designation is Residential Professional. The Lake County zoning and land use designations allow for multi-family up to 7 du/acre, professional services and limited commercial. The property owner has requested the Residential Office Transitional (RT) land use designation within the City of Eustis. The RT land use provides for multi-family up to 12 du/acre and professional offices and services; most commercial uses require a conditional use approval by City Commission. The requested RT designation is consistent with the land use designation of adjacent properties.

**Analysis of Annexation Request (Ord. Number 24-35)**

- 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 RT future land use designation.***

- 2. Florida Statues 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 all boundaries; and the owner petitioned for annexation.***

- 3. Florida Statues Voluntary Annexation - Chapter 171.044(2):  
 “...Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town...”

***The department published notice of this annexation in the Daily Commercial in accordance with the requirements on September 23, 2024 and September 30, 2024.***

- 4. Florida Statues Voluntary Annexation - Chapter 171.044(5):  
 “Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.”

**The subject property is already an enclave; annexation of the property closes the 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 notified the Lake County Board of County Commissioners on September 13, 2024.**

**Analysis of Comprehensive Plan/Future Land Use Request (Ord. Number 24-36)**

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 RT future land use designation will provide for office development of medium density/intensity up to 1.0 FAR. And/or multi-family up to 12 du/acre.***

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 requested designation in this geographic area will provide for development of a suburban nature within 1.25-miles of the City’s urban core. The property is a mostly vacant enclave surrounded by urban development.***

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 requested future land use does not designate urban development in a radial, strip, isolated, or ribbon pattern emanating from existing urban development. The site is located approximately 1.25 miles from the City's downtown core. The property is already developed for office uses and fronts on a minor arterial roadway (Orange Avenue) in an area where surrounding properties have RT, Suburban Residential (SR), and Urban Medium (County) future land use designations. 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.

***The property has already been developed for office professional use. However, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should conditions at the time of and further development or redevelopment, warrant such protection.***

5. Agricultural Area Protection:

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

***This indicator does not apply. This site and adjacent areas do not support active agricultural or silvicultural activities. The site is not prime farmland and has no unique soils.***

6. Public Facilities:

Fails to maximize use of existing public facilities and services.

***This indicator does not apply. City water and wastewater services are available to the site along East Orange***

***Avenue and Cricket Hollow Lane. Adequate capacity is available to serve future development consistent with the requested RT future land use designation.***

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 future development consistent with the requested RT future land use designation. The City provides these services to other properties in the area, so efficiency will improve.***

8. Separation of Urban and Rural:

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

***This indicator does not apply. The property is an undeveloped enclave; surrounded by suburban uses. Development of this property fills in a major gap in the transition between urban and rural.***

9. Infill and Redevelopment:

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

***This indicator does not apply. The property is completely surrounded by suburban development. This is infill development.***

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

***This indicator does not apply. By virtue of the requested RT future land use designation, mixed uses will be permitted and encouraged.***

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 property has a developed commercial office and parking facilities on premise.***

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 located approximately 1.25 miles from the City's downtown core; fronts on a minor arterial roadway and is located in a geographic area where surrounding properties already have been approved for suburban development. 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.***

b. Efficient and Cost-Effective Services:

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

***City water and wastewater services are available to the site along Orange Avenue and Cricket Hollow Lane.***

c. Walkable and Connected Communities:

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

***The RT future land use designation, coupled with a Suburban Corridor design district, provides for housing choices, including single and multi-family residential dwellings up to a maximum density of 12 dwelling units per acre. A mix of uses, including***

**residential, civic, and office (maximum intensity of 1.0 floor area ratio), would be permitted. Commercial uses are only possible with a conditional use approval by the City Commission. The Land Development Regulations include pedestrian network standards and block structure to ensure compact development.**

- d. Water and Energy Conservation:  
Promotes conservation of water and energy.

**Future redevelopment of the property may include water and energy conservation measures; however, those details are not available at this time.**

- 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 is currently developed. However, the Land Development Regulations (LDRs) require that all development include dedicated open space consistent with the LDR and Comprehensive Plan requirements. New residential subdivisions incorporate park area within the subdivision for the residents of the development. On redevelopment of the site the open space issue will need to be addressed.**

- 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.

**Mixed-use development in this area of the City could provide convenient commercial and professional services to serve the current and future residents of Eustis.**

- 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 subject property is located approximately 1.25 miles from the downtown core. Eustis and County emergency services already provide emergency response to other properties in the area. Additionally, fire service is approximately 2 miles from the subject property. Any development consistent with the RT future land use designation would have no significant impact on the operations of Eustis emergency services.***

b. Parks & Recreation:

***The current development existing on the property has no impact on Parks & Recreation.***

c. Potable Water & Sanitary Sewer:

***Water and sewer are available to the subject property. The current use of the property will not place additional burdens on available capacity.***

d. Schools:

***The proposed change will not negatively impact schools. See attached Lake County Public Schools Growth Impact Report.***

e. Solid Waste:

***The City contracts with Waste Management for hauling of solid waste. The company already services properties in the general area of the subject property. Serving this property will increase efficiency in delivery of services.***

f. Stormwater:

***The Comprehensive Plan and Land Development Regulations include level of service standards to which new development must adhere. Projects designed to meet these standards will not negatively affect the existing facilities and services.***

g. Transportation Network Analysis:

***The assignment of the Residential Office Transitional matched the surrounding land uses and the existing Lake County Land Use for intensity. The property is currently developed as a commercial office and will continue as such. This will not add additional capacity constraints associated with the assignment of the Residential Office Transitional land use.***

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 subject property is located in an effective recharge area; 6 inches per year. However, the site is already developed.***

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. Should any historical sites or archaeological sites be uncovered during future redevelopment, work in the vicinity shall cease until the property authorities can be contacted and an evaluation is conducted.***

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. This is due to the steepness of the property in relation to the lake.***

d. Soil and topography:

***Onsite soils include Lake Sand series. The soils are well drained to excessively drained. The water table is at a depth of more than 120 inches. Land ranges from nearly level to steep. According to Lake County's online***

**Topography Map, the site elevations range from 155 ft to 110 above mean sea level. Any future development type and foundations will be dependent on/determined by soil borings conducted as part of the project design process.**

### 3. Comprehensive Plan Review:

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

**The current Lake County zoning designation of the subject property is Residential Professional and the land use designation is Urban Medium. The property owner has requested the Residential Office (RT) land use designation within the City of Eustis. The evaluation below supports the requested designation.**

#### a. Review of Surrounding Properties

**The Eustis land use designation to the north, northwest and northeast is Suburban Residential (SR) with a maximum density of 5 dwelling units per 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.**

**The Eustis land use designations to the west and east are Residential Office Transitional. The RT Future Land use designation applies to older residential areas having residential character, which are located adjacent to nonresidential development. The purpose is to provide for establishment of business and professional offices and limited retail and service business while maintaining residential character or compatibility.**

**The County land use designation to the south is Urban Medium. This designation provides for a range of residential development up to 7 du/acre in addition to limited commercial and office uses. It is located on or in close proximity to major collectors and arterial roadways.**

Source: Lake County GIS Zoning & FLU Codes – 5/15/14

#### b. Comparison of Lake County Development Conditions

**The existing Lake County future land use designation of the parcel is Urban Medium, which provides for a range of residential development in addition to civic, commercial and office uses at an appropriate scale and intensity to serve this category. Allowable density and intensity in Urban Medium is a maximum of 7 dwelling units per acre and intensity of 0.35 to 0.50 floor area ratio.**

**The proposed City of Eustis future land use designation of the parcel is Residential Office Transitional (RT), applies to older residential areas having residential character, which are located adjacent to nonresidential development. The purpose is to provide for**

**establishment of business and professional offices and limited retail and service business while maintaining residential character or compatibility. Residential densities in RT may not exceed 12 dwelling units per acre (subject to compatibility requirements based on adjacent densities) and the maximum intensity is 1.0 FAR.**

c. *Proposed Residential Land Uses.*

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

d. *Proposed Non-Residential Land Uses.*

**The City shall generally not permit new commercial or industrial uses to be located adjacent to existing or planned residentially designated areas without sufficient mitigation.**

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.

**The proposed land use designation is consistent with the Transportation Element. The LOS on Orange Avenue can accommodate even the maximum development scenario on this parcel.**

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.**

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 5, 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 RT future land use designation is consistent with other land use designations along the CR 44 corridor because it is intended to provide for residential development combined with office development that has a character and scale that promotes compatibility with adjacent or nearby residential uses. See also Review of Surrounding Properties under item 5.C. above, which outlines the Orange Avenue designations and demonstrates that the RT future land use designation is consistent with other properties on this corridor.***

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 wastewater. These changed conditions warrant a change in the land use designation.***

e. *Demand on Public Facilities:*

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

***City water and wastewater services are available to the site along Orange Avenue. Adequate capacity is available to serve future development consistent with the requested RT future land use designation. Orange Avenue has sufficient capacity to serve a mixed-use 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. See attached Lake County Public Schools Growth Impact Report, which indicates the change will not negatively impact schools.***

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 already developed with professional office building and associated parking area.***

g. *Orderly Development Pattern:*

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

***Future land use designations of properties within the City limits fronting on Orange Avenue include Residential Office Transitional, Mixed Commercial Residential, General Commercial and Suburban Residential. Lake County properties are designated Urban Low and Urban Medium.***

***The requested RT future land use designation, coupled with a Suburban Corridor design district designation, provides for a consistent development transect along CR 44.***

*h. Public Interest and Intent of Regulations:*

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

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

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

***The proposed RT future land use designation for the subject parcel will provide for orderly growth and development. This designation would advance the public interest by providing housing options and commercial services, and application of the LDRs to the future development will ensure consistency with the community character and lifestyle.***

*i. Other Matters:*

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

***No other matters.***

**Analysis of Design District Request (Ord. Number 24-37):**

**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 Corridor). The Suburban development pattern and intent, and the Suburban Corridor***



**definition, structure and form description are stated below. The assignment of a Suburban Corridor design district designation is appropriate due to the established and proposed development patterns in the area. The City of Eustis Design District Map shows the E CR 44 right-of-way as a Suburban Corridor. The majority of properties within the City limits fronting on CR 44 between Sunrise Lane and Diedrich Street are Suburban Corridor. The annexation property is between these terminuses of the corridor.**

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

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

Design districts

(4) Suburban corridor:

Definition. Linear concentrations of typically commercial uses, predominately auto-oriented uses. The parcel size ranges from large areas of depth to shallow in nature, compatible with the adjacent neighborhoods.

Structure. The street system is designed to accommodate the density, intensity, and form of suburban development and provides functional connections that link neighborhoods to shopping areas.

Form. Predominately single-use areas that may include a mix of uses, retail, and residential.

***The Suburban development patterns statement above indicates that non-residential uses are primarily located on corridors. A Suburban Corridor designation follows the district pattern and intent outlined in the Land Development Regulations, and is consistent with the existing transect along Orange Avenue.***

**c. Section 102-17(a)**

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

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

***The property south of the site, across Orange Avenue, lies in unincorporated Lake County and Lake County does not have design districts. Creating a condition where like designations face across streets is not applicable in this case because much of the adjacent land is not in the City limits. The Design District Map, however, designates this portion of Orange Avenue as Suburban Corridor. Where new development will abut an existing or approved neighborhood, the new development should establish similar or compatible transect conditions. (Transect per LDRs Section 100, "The rural-urban transect describes the physical form and character of a place according to the density of its land use).***

***The requested Suburban Corridor designation would establish similar and compatible transect conditions. The majority of properties within the City limits fronting on CR 44 are Suburban Corridor and "suburban" is the appropriate transect condition between urban and rural.***

d. *Consistent with Comprehensive Plan:*

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

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

e. *Consistent with Surrounding Uses:*

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

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

f. *Changed Conditions:*

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

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

g. *Public Facilities.*

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

***This amendment will not change the demand on public facilities. The Future Land Use designation controls the density and intensity permitted on the site, so the Design District map amendment would not result in impacts beyond that already anticipated. Also see analysis of public facilities in above sections of this report.***

h. *Impact to Environment:*

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

***The proposed Design District designation for this property does not change the development potential of the parcel. Design Districts control the form and function of any development that does occur. The Future Land Use designation controls the density, intensity and minimum open space permitted on the site, so the Design District amendment would not***

**result in additional impacts on the natural environment. Site plan review for any future development will include environmental review to assess impacts to flora, fauna and wetlands, and provide for protection of sensitive areas.**

*i. Property Values:*

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

***This request should not adversely affect property values, because the proposed Design District designation is consistent with the surrounding development patterns and design districts.***

*j. Orderly Development Pattern:*

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

***The proposed Design District designation is consistent with the suburban development pattern identified in Section 109-5.5. Assignment of the requested designation will result in a more orderly and logical development pattern; making the designation consistent with the surrounding area designations and established development patterns.***

*k. Public Interest and Intent of Regulations:*

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

***The proposed Design District is not in conflict with the public interest and reflects the purpose and intent of the regulations.***

*l. Other Matters:*

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

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

**Applicable Policies and Codes**

1. Resolution Number 87-34

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

2. Florida Statutes Chapter 171.044: Voluntary Annexation:

a. “The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the

governing body of said municipality that said property be annexed to the municipality.”

- b. “Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.”
3. Land Development Regulations Section 109-5.5(b)(4):  
The Suburban Corridor Design District has “linear concentrations of typically commercial uses, predominately auto-oriented uses. The parcel size ranges from large areas of depth to shallow in nature, compatible with the adjacent neighborhoods.”
  4. Land Development Regulations Section 109-2.6:  
*Residential/office transitional district (RT)*. This land use designation applies to older residential areas having residential character, which are located adjacent to nonresidential development. The purpose is to provide for establishment of business and professional offices and limited retail and service business while maintaining residential character or compatibility.
  5. Land Development Regulations Section 115-3.2:  
Suburban residential compatibility.
    - (1) The maximum residential density permitted within any suburban design district shall be consistent with the maximum density of the applicable land use district assigned to each individual property.
    - (3) Transitions within a design district and adjacent to another design district. Edge condition standards. When any suburban design district abuts an existing development, whether residential or commercial, the following shall occur:
      - a. The new residential building lot typologies that are proposed adjacent to existing or platted residential lots may not be smaller than 85 percent of the lot width or intensity of the existing adjacent residential lot(s).
      - b. Nonresidential building lot typologies that are adjacent to existing residential may be permitted if utilizing the minimum lot requirements. If lot requirements exceed the minimum, a masonry wall and landscape shall be required or a street or alley may be sufficient in buffering. This determination shall be given during site plan review by the development services director.

**Recommended Action:**

Development Services recommends that the City Commission Approve Ordinance Numbers 24-35, 24-36 and 24-37.

**Policy Implications:**

None

**Alternatives:**

1. Vote to Approve Ordinance Number 24-35, 24-36 and 24-37.
2. Vote to Deny Ordinance Number 24-35, 24-36 and 24-37

**Budget/Staff Impact:**

None

**Prepared By:**

Jeff Richardson, AICP, Deputy Director, Development Services



**ORDINANCE NUMBER 24-35**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 0.34 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1443270, on E ORANGE AVENUE AND CHRICKETT HWLLOW LANE, NORTH SIDE OF E ORANGE AVENUE.**

**WHEREAS**, George Trenfield has made an application for voluntary annexation of approximately 0.34 acres of real property located at 2505 E Orange Avenue, more particularly described as:

Alternate Key Number: 1443270

Parcel Number: 07-19-27-0002-000-03100

Legal Description:

BEG INTERSECTION OF W LINE OF SEC WITH N LINE HWY 44, RUN N 150 FT, E 100 FT, S 150 FT, W 100 FT TO POB ORB 1272 PG 1383

(The foregoing legal description was copied directly from Lake County Property Appraiser records submitted by the applicant and has not been verified for accuracy)

**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 October 3, 2024, the City Commission held the 1<sup>st</sup> Public Hearing to consider the voluntary annexation of the property contained herein; and

**WHEREAS**, on October 17, 2024, 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 0.34 acres of real property, as described above.

Ordinance Number 24-35: Annexation 2024-A-11

Alternate Key Number 1443270

Page 1 of 4

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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk



**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Michael L Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

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

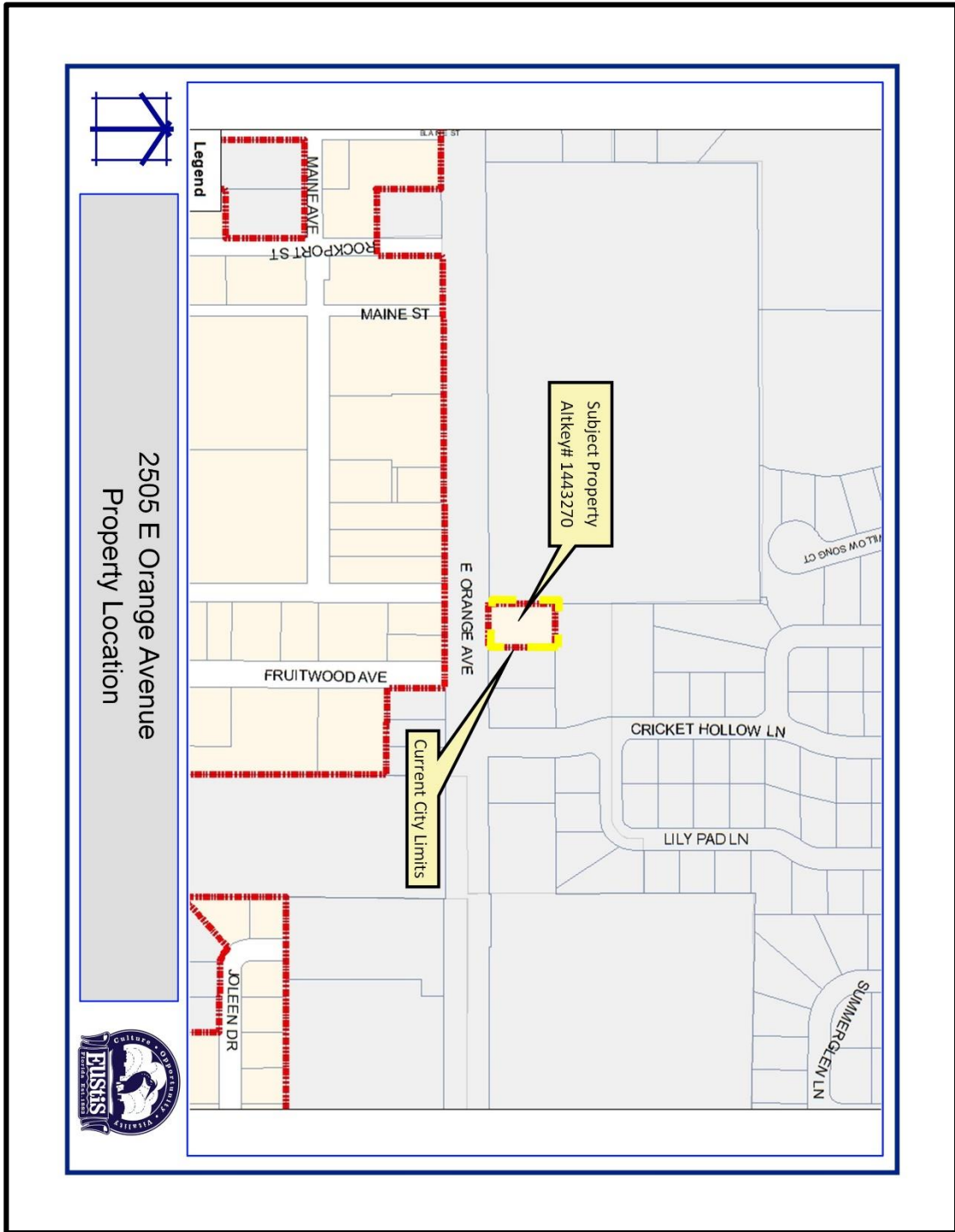
\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 24-35 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk

### Exhibit A

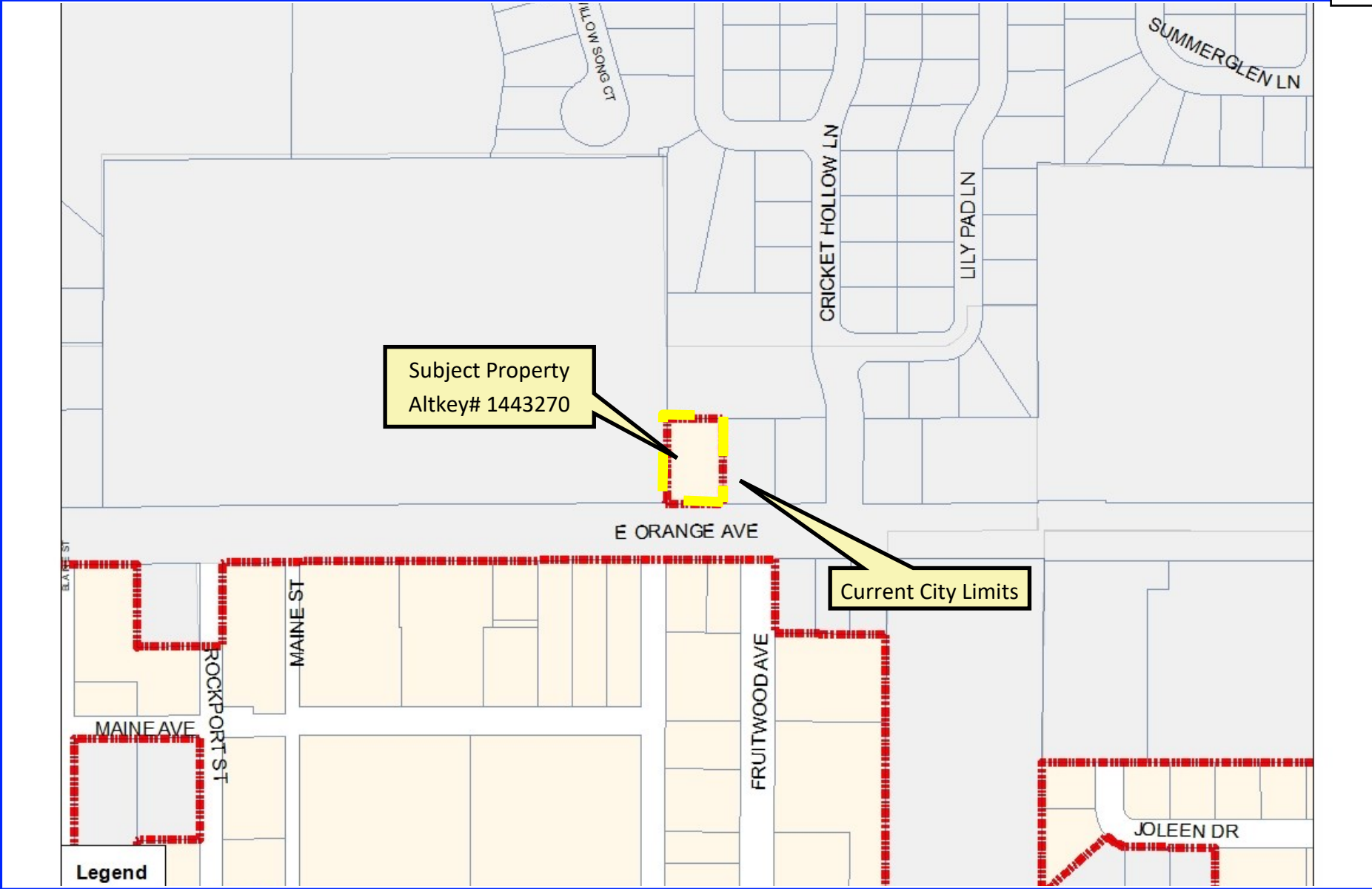




2505 E Orange Avenue  
Aerial Location

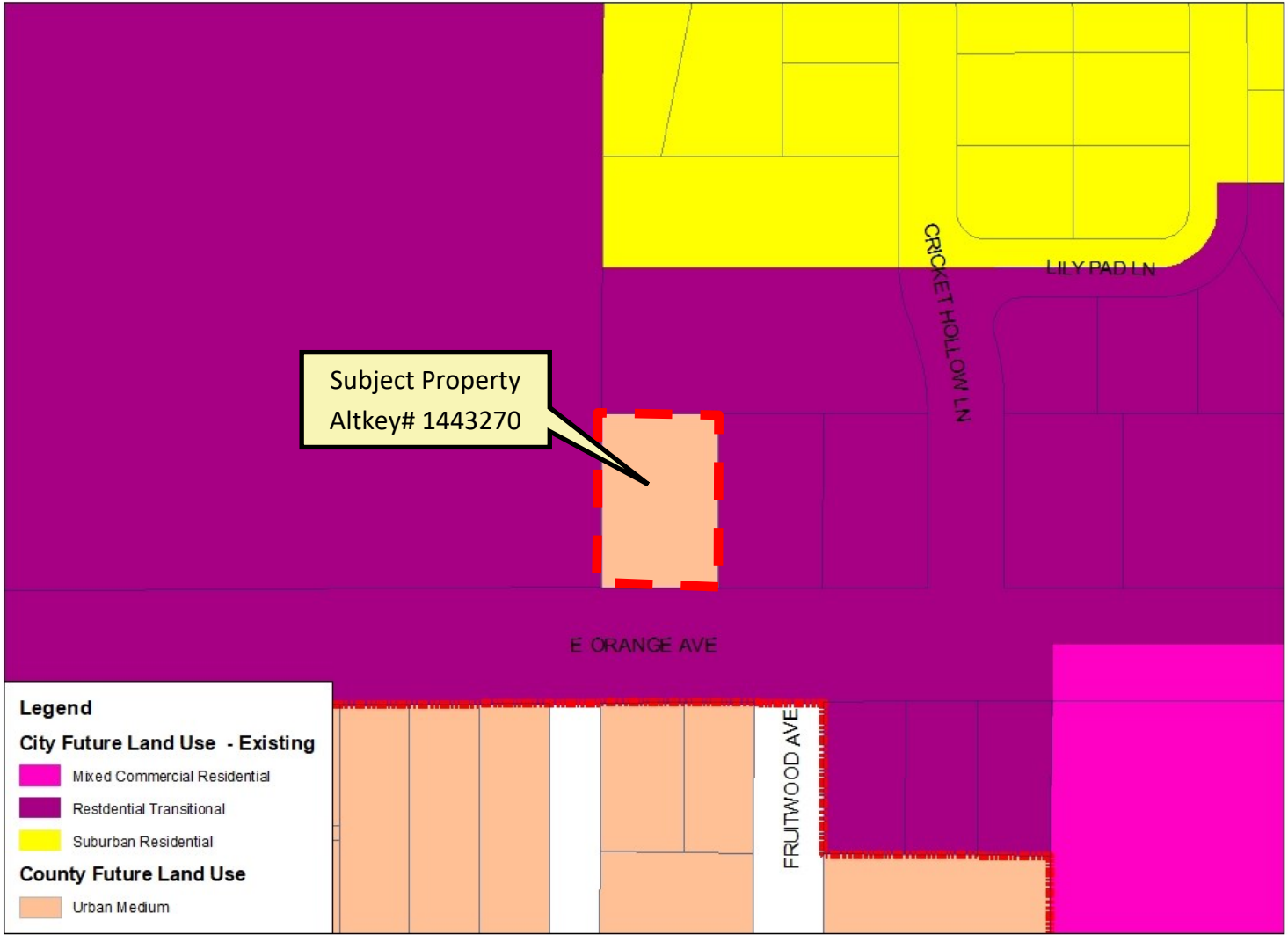






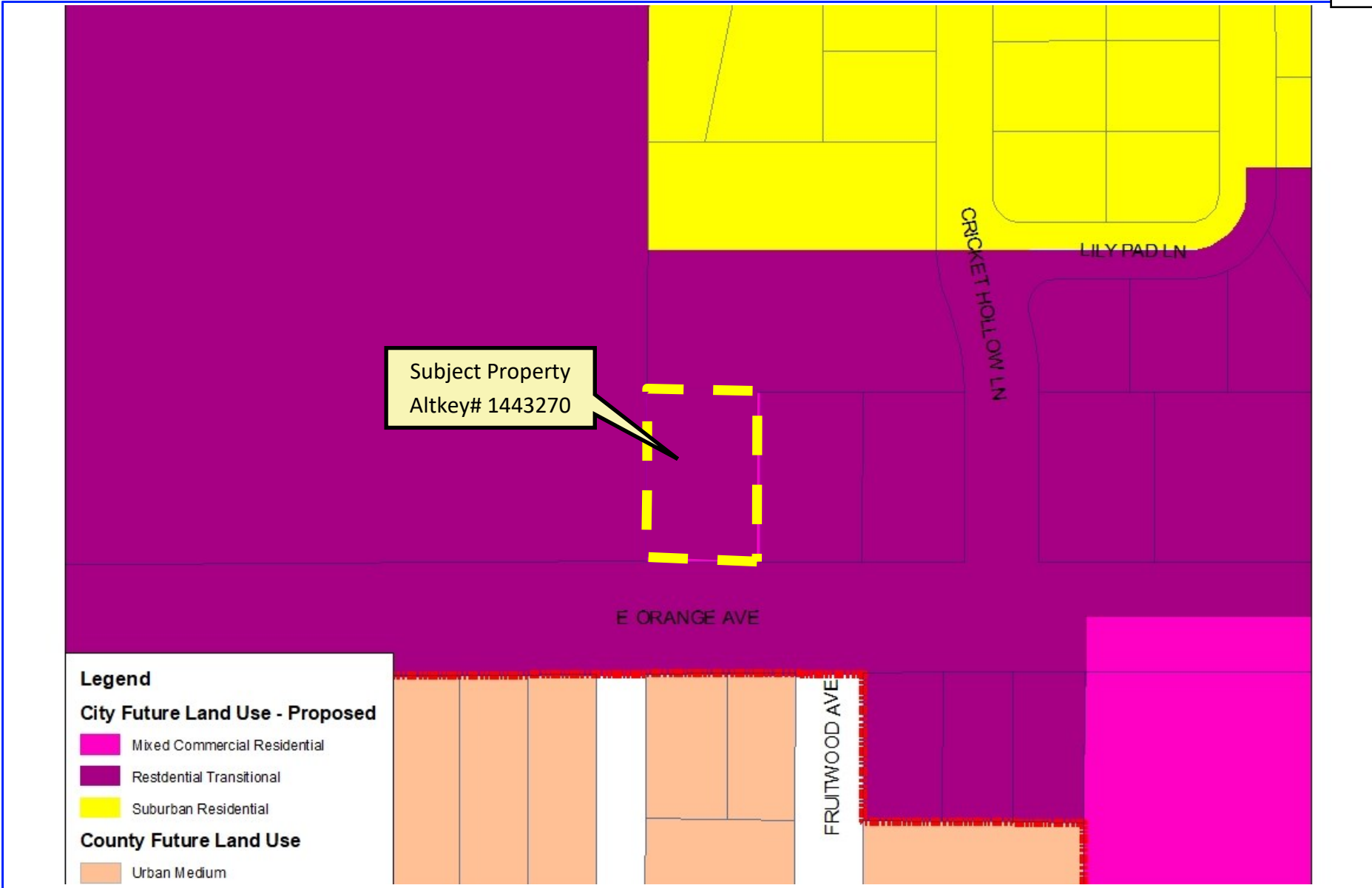
2505 E Orange Avenue  
Property Location





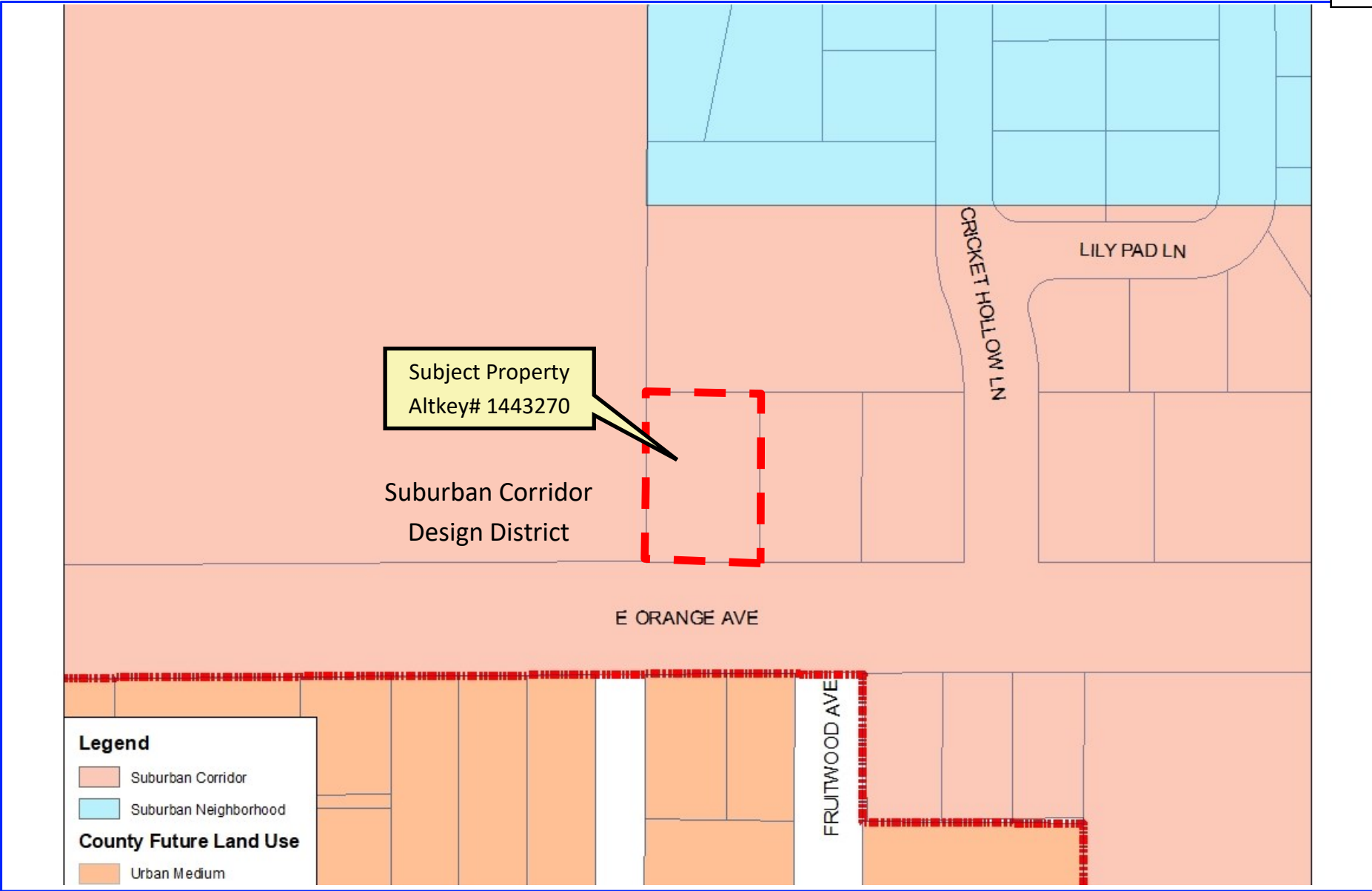
2505 E Orange Avenue  
Future Land Use (Current)





2505 E Orange Avenue  
Future Land Use (Proposed)





**Legend**

- Suburban Corridor
- Suburban Neighborhood

**County Future Land Use**

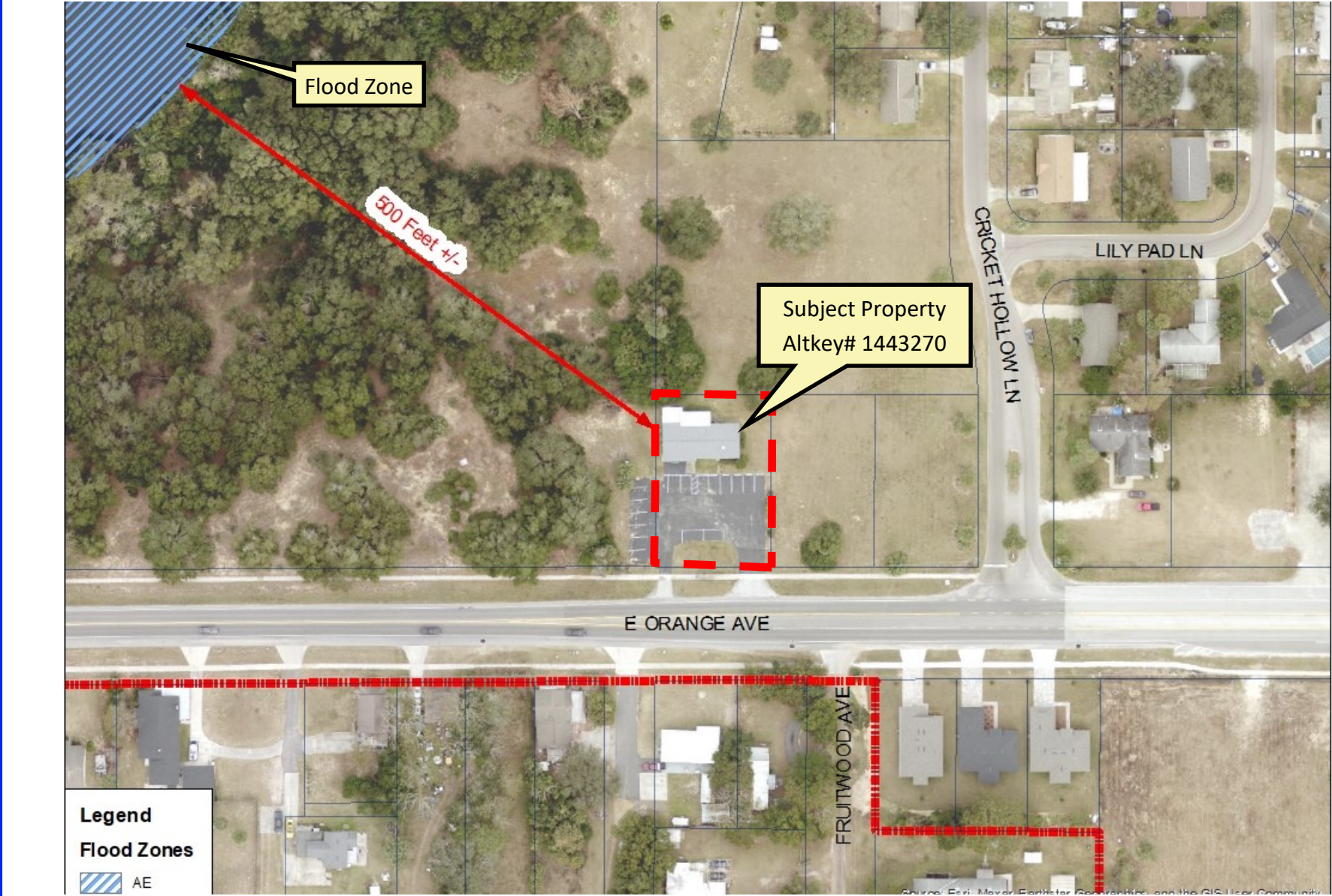
- Urban Medium



2505 E Orange Avenue  
Design District



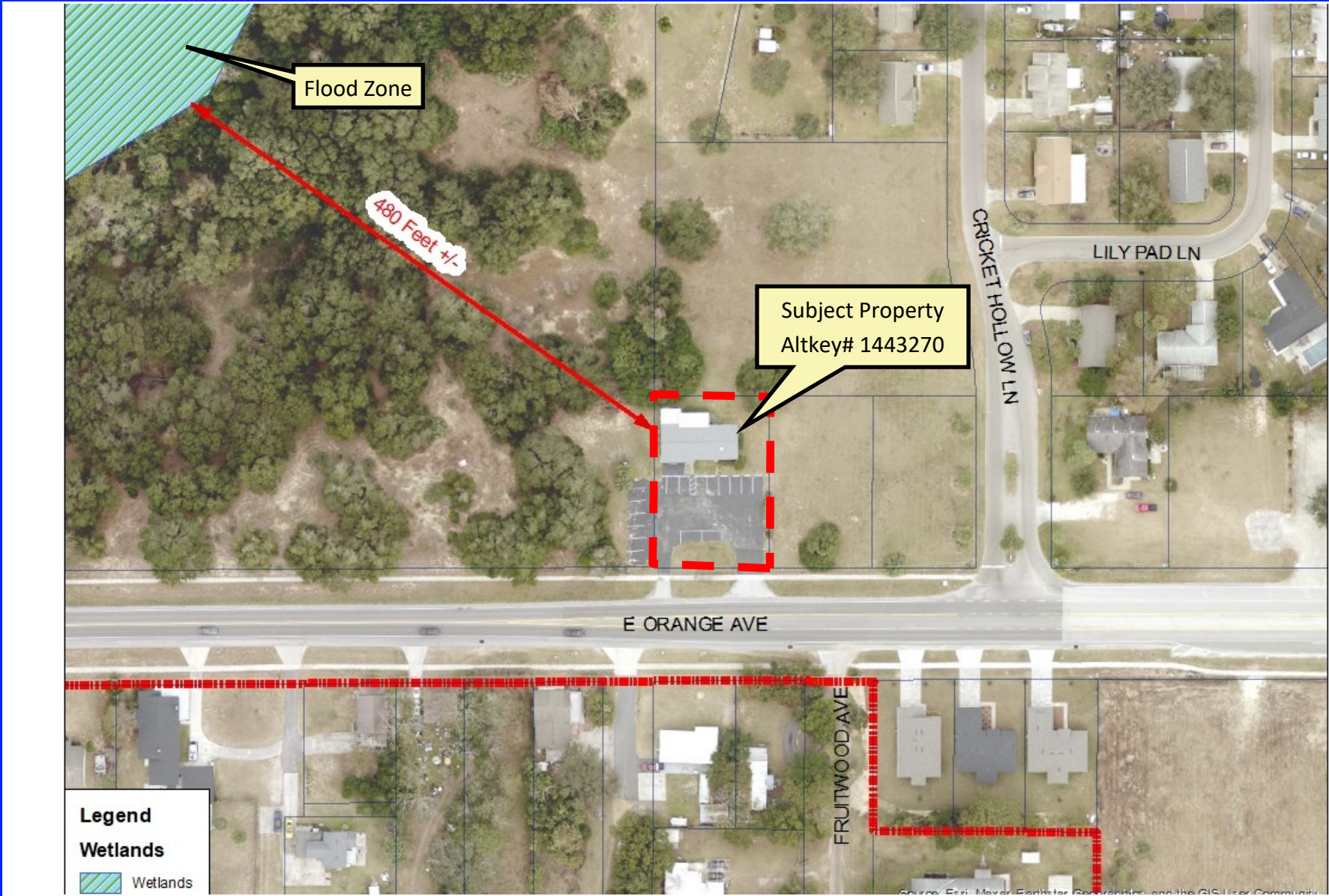




2505 E Orange Avenue  
Flood Zone Map (2012)



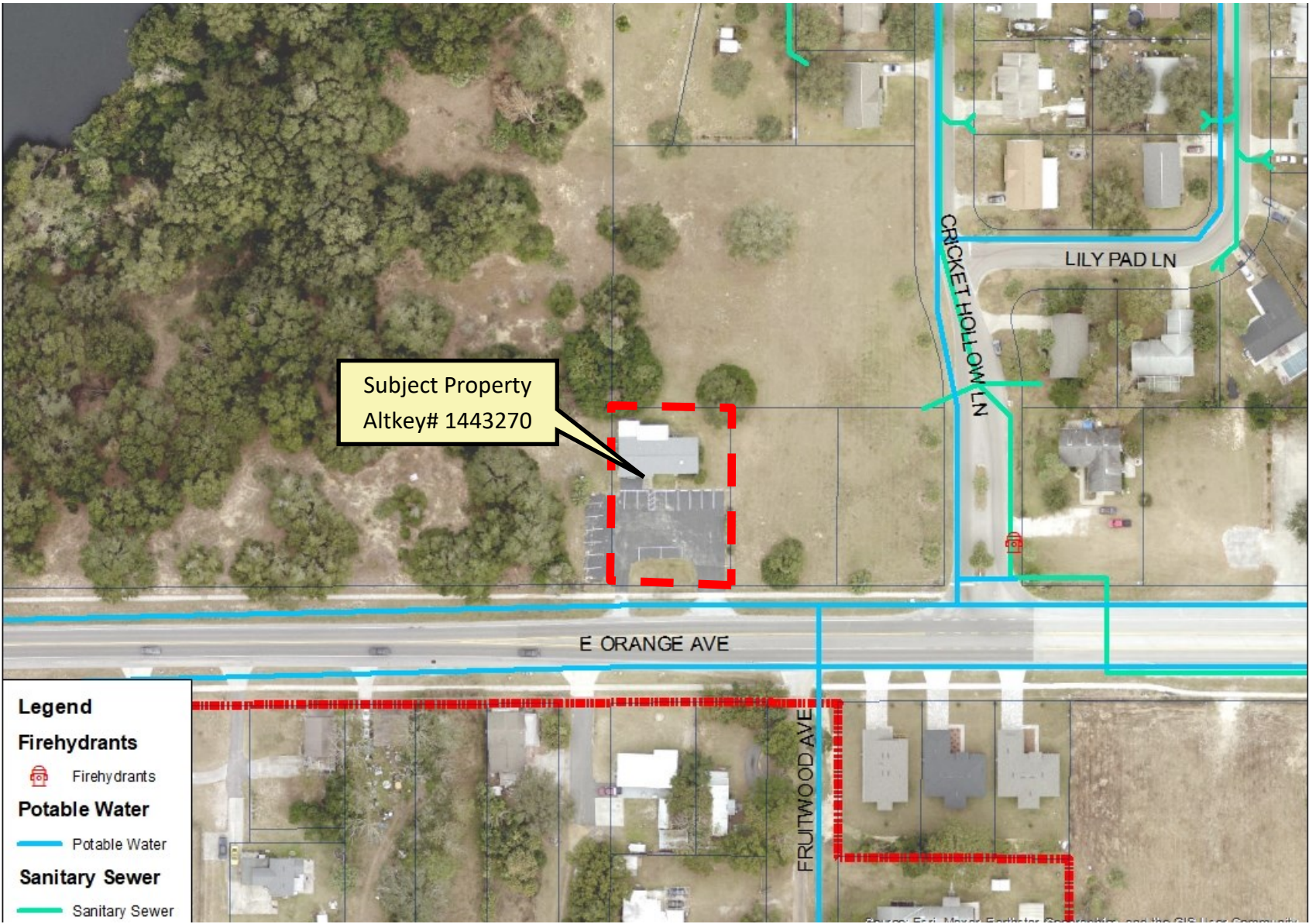




2505 E Orange Avenue  
Wetland Area



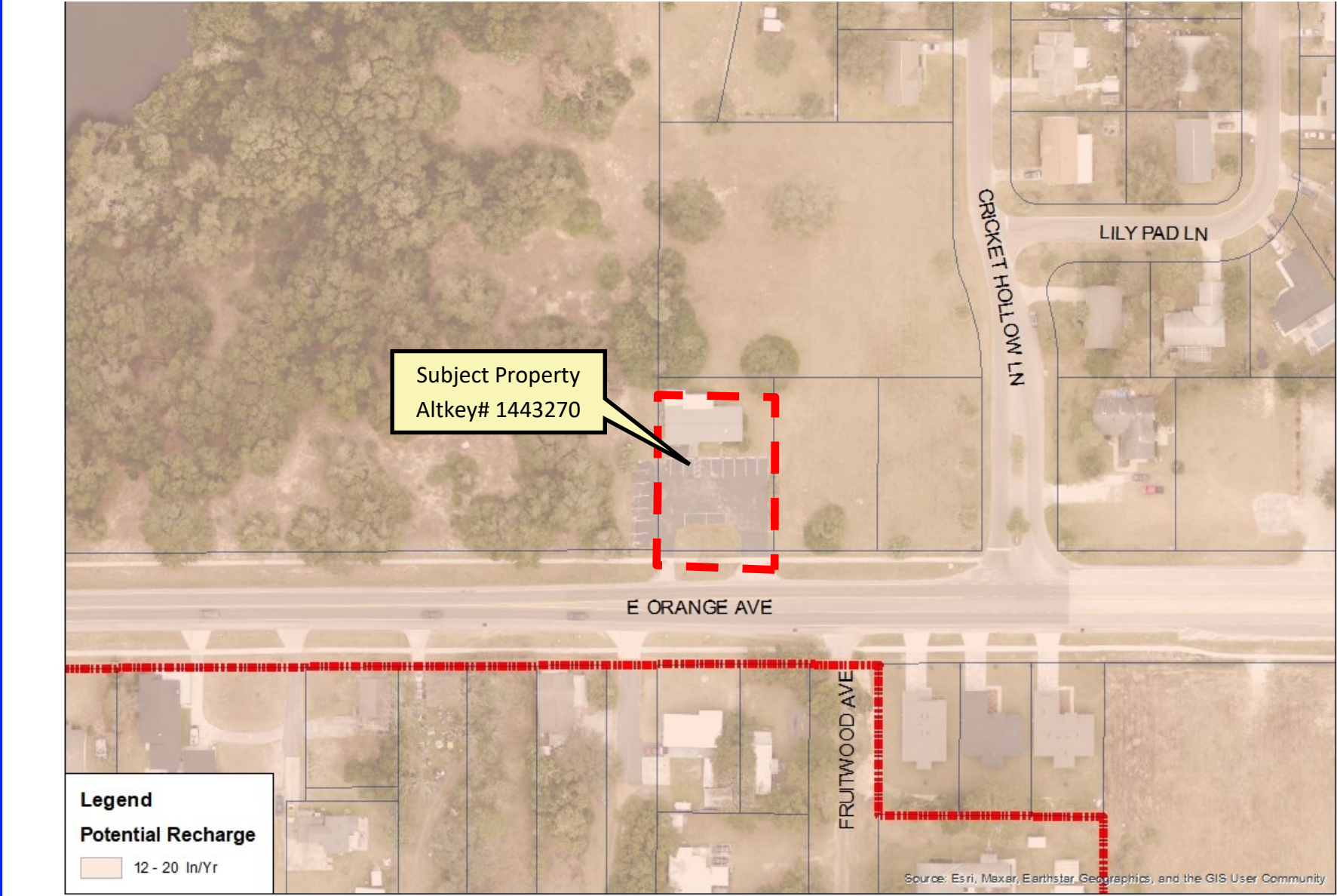




2505 E Orange Avenue  
Utilities Availability Map

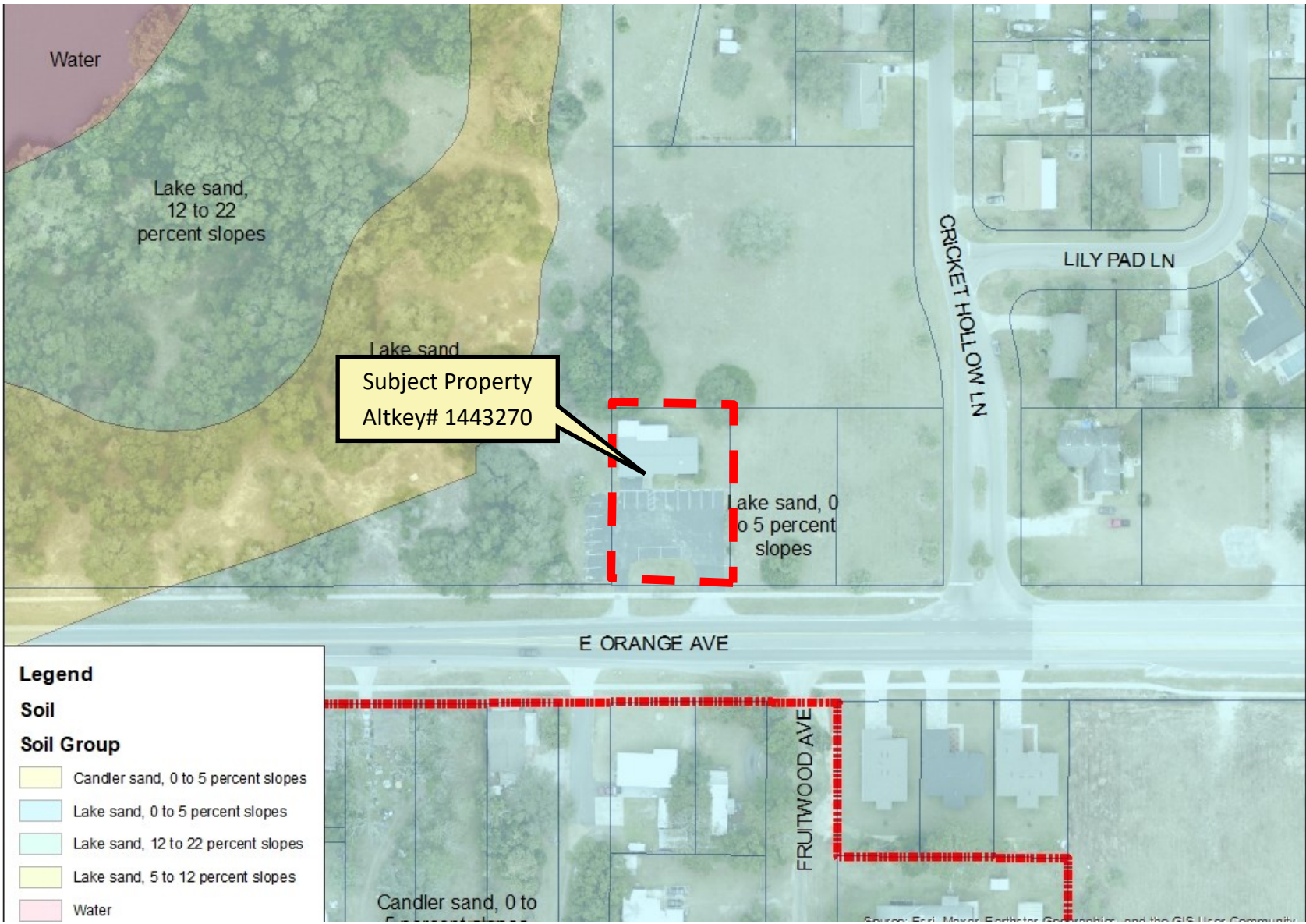






2505 E Orange Avenue  
Potential Recharge Map










**Legend**

**Soil**

**Soil Group**

	Candler sand, 0 to 5 percent slopes
	Lake sand, 0 to 5 percent slopes
	Lake sand, 12 to 22 percent slopes
	Lake sand, 5 to 12 percent slopes
	Water



2505 E Orange Avenue  
USGS Soils Survey Map



**ORDINANCE NUMBER 24-36**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO 163.3187 F.S.; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 0.34 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1443270, ON E ORANGE AVENUE AND CRICKETT HOLLOW LANE. NORTH SIDE OF E ORANGE AVENUE FROM URBAN MEDIUM IN LAKE COUNTY TO RESIDENTIAL/OFFICE TRANSITIONAL IN THE CITY OF EUSTIS.**

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

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

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

**WHEREAS**, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on approximately 0.34 acres of real property at Lake County Property Appraiser’s Alternate Key Number 1443270, on E Orange Avenue and Crickett Hollow Lane, north side of E Orange Avenue, and more particularly described herein; and

**WHEREAS**, on October 3, 2024, 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 October 3, 2024, the City Commission held the 1<sup>st</sup> Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

**WHEREAS**, on October 17, 2024, the City Commission held the 2<sup>nd</sup> Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation;

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

**SECTION 1.**

**Land Use Designation:** That the Future Land Use Designation of the real property as described below shall be changed from Urban Medium in Lake County to Residential/Office Transitional within the City of Eustis:

Alternate Key Number: 1443270

Parcel Number: 07-19-27-0002-000-03100



Legal Description:

BEG INTERSECTION OF W LINE OF SEC WITH N LINE HWY 44, RUN N 150 FT, E 100 FT, S 150 FT, W 100 FT TO POB ORB 1272 PG 1383

(The foregoing legal description was copied directly from Lake County Property Appraiser records submitted by the applicant and has not been verified for accuracy)

**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 Florida Department of Commerce 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 Commerce 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 Florida Department of Commerce.

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this \_\_\_\_ day of \_\_\_\_\_, 2024, by Michael L Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

**CITY ATTORNEY'S OFFICE**

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

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

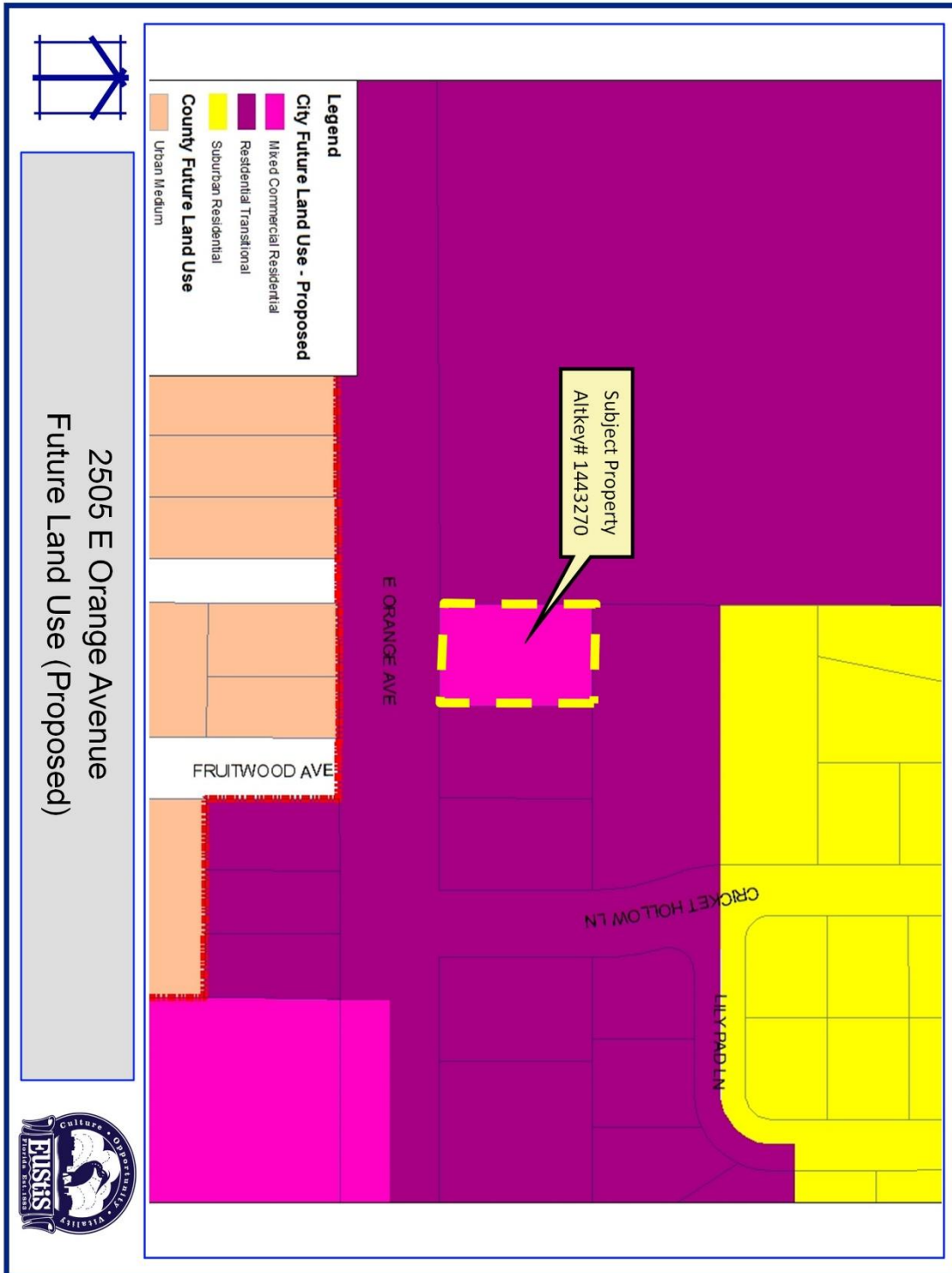
\_\_\_\_\_  
Date

**CERTIFICATE OF POSTING**

The foregoing Ordinance Number 24-36 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

\_\_\_\_\_  
Christine Halloran, City Clerk

### Exhibit A





**ORDINANCE NUMBER 24-37**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 0.34 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1443270, ON EORANGE AVENUE AND CRICKETT HOLLOW LANE, NORTH OF E ORANGE 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 Corridor to approximately 0.34 acres of recently annexed real property further described below, and;

**WHEREAS**, on October 3, 2024, the City Commission held the 1<sup>st</sup> Public Hearing to consider the Design District Amendment contained herein; and

**WHEREAS**, on October 17, 2024, 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:

Alternate Key Number: 1734193  
Parcel Number: 12-19-26-4100-004-00400

Legal Description:  
RICHARD'S ADD LOT 4, LOT 5--LESS S 20 FT--BLK 4 PB 1 PG 36 ORB 2766 PG 1792

(The foregoing legal description was copied directly from Lake County Property Appraiser records submitted by the applicant and has not been verified for accuracy)

**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 24-37.

**PASSED, ORDAINED AND APPROVED** in Regular Session of the City Commission of the City of Eustis, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Michael L. Holland  
Mayor/Commissioner

**ATTEST:**

\_\_\_\_\_  
Christine Halloran, City Clerk

**CITY OF EUSTIS CERTIFICATION**

**STATE OF FLORIDA  
COUNTY OF LAKE**

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

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

**CITY ATTORNEY'S OFFICE**

This document is approved as to form and legal content for the use and reliance of the Eustis City Commission 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 24-37 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

---

Christine Halloran, City Clerk

### Exhibit A

