



AGENDA

City Commission Meeting

6:00 PM – Thursday, July 18, 2024 – City Hall

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: COMMISSIONER WILLIE HAWKINS

CALL TO ORDER

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE

2. APPROVAL OF MINUTES

2.1 Approval of Minutes

June 13, 2024 City Commission Workshop: Live Local Act
June 20, 2024 City Commission Meeting
July 8, 2024 City Commission Budget Workshop

3. APPOINTMENTS

3.1 Appointment to Eustis Housing Authority: Jennifer Bentley

3.2 Appointment to Eustis Housing Authority: Latoya Young

4. AUDIENCE TO BE HEARD

5. CONSENT AGENDA

5.1 Resolution Number 24-38: Water Service/Annexation Agreement for Property Located at 37250 Beach Drive, Umatilla, Florida – Alternate Key Number 1734827

5.2 Resolution Number 24-47: Extending the cash management and banking services contract with TD Bank for an additional 5-year term through June 30, 2028

5.3 Resolution Number 24-52: Utilities Administration Headquarters Building

5.4 Resolution Number 24-53: Police Transfer of Confiscated Funds

5.5 Resolution Number 24-56: Bid Award #009-24 and Approval of a Purchase in Excess of \$50,000 for Fire Station Number 22 Emergency Generator

5.6 Resolution Number 24-61: Approval of Purchase in Excess of \$50,000 for Change Order Numbers 1 and 2 for Additional Construction Services for the Coolidge Street Utility Improvements Project

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 Resolution Number 24-40: Creation of Fees for Electric Chargers

6.2 Resolution Number 24-57: Preliminary Subdivision Plat for The Grove at Pine Meadows (Alternate Key Numbers 3907758, 2831634 and 1588243)

6.3 Resolution Number 24-58: Site Plan Approval with Waivers for a Fast Food Restaurant with Drive-Through, Located along the South Side of US Hwy 441 Between Kurt St and Dillard Road (Alternate Key Numbers 1632501, 3800670, and 3800677)

6.4 Resolution Number 24-59: Acceptance of the Final Subdivision Plat for Pine Meadows Reserve Phase 1A and acceptance of Performance Bond

6.5 Resolution Number 24-60: Water, Wastewater, and Reclaimed Water Rate Adjustment

6.6 Resolution Number 24-62: Utility Services for Non-City Residents and Annexations

6.7 **FIRST READING**

Ordinance 24-29: Amending Eustis Firefighter Pension Board Trustee Terms in Chapter 70, Article III, Section 70-61.5- Board of Trustees of the City's Code of Ordinances

6.8 **FIRST READING**

Ordinance 24-30: Amending Eustis Police Pension Board Trustee Terms in Chapter 70, Article IV, Section 70-115- Board of Trustees of the City's Code of Ordinances

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: July 18, 2024

RE: Approval of Minutes

June 13, 2024 City Commission Workshop: Live Local Act

June 20, 2024 City Commission Meeting

July 8, 2024 City Commission Budget Workshop

Introduction:

This item is for consideration of the minutes of the June 13, 2024 City Commission Workshop: Live Local Act, June 20, 2024 City Commission Meeting and July 8, 2024 City Commission Budget Workshop.

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 Workshop: Live Local Act

5:30 PM – Thursday, June 13, 2024 – City Hall

CALL TO ORDER: 5:31 P.M.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

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

Mayor Holland noted the absence of Commissioner Nan Cobb. He explained that Ms. Cobb had filed for a State House seat and had, therefore, tendered her resignation as a City Commissioner. He noted that later in the meeting the Commission would discuss the process for moving forward.

1. WORKSHOP ITEM WITH DISCUSSION AND DIRECTION

Sasha Garcia, City Attorney, provided a presentation on the Live Local Act and recent additional legislation regarding land use standards. She stated the Act allows municipalities to approve affordable housing developments, including mixed-use residential developments (MU), on any land zoned for commercial or industrial use so long as at least 10% of the units are affordable. She added that the law requires municipalities to allow multifamily (MF) and mixed-use residential developments (MU) as allowable uses in any area zoned for commercial, industrial, or Mixed Use Residential (MU) if at least 40% of the units are affordable for at least 30 years. For MU projects, at least 65% of the total square footage must be for residential purposes. The local government may not require the project to obtain a zoning or land use change, variance, or comprehensive plan amendment for zoning, height, or density.

Attorney Garcia explained that the City must identify what categories would fall under the multi-family mixed use, commercial, industrial and those properties that would be suitable for those projects.

The Commission asked if they can designate which areas they would like the development with Attorney Garcia explaining the sites must be suitable and buildable and meet the other criteria.

Tom Carrino, City Manager, stated that the Act would compel the City to allow those projects in commercial, industrial and mixed-use categories. The City can highlight what it believes to be are commercial, industrial and mixed-uses within the City; however, the projects must be allowed within those future land use categories.

Attorney Garcia explained the creation of the map is to make it easier for a potential investor or buyer. She cited if there is City-owned property that may be suitable for an affordable housing project it should be linked to the map. She stated the City is required to make a list available of City-owned property.

Attorney Garcia explained it provides information regarding what property is available to be developed for affordable housing. She added that the City is required to keep a list of City-owned properties on the website so it is accessible to the public. The list must be updated every 3 years.

Mr. Carrino questioned if the City is also compelled to offer those properties for sale with Attorney Garcia stating the City does not have to sell the property but if it is available for sale and is suitable for affordable housing then the City would have to open it up for sale through normal procedures.

Mr. Carrino confirmed that if someone comes to the City with a privately owned property then the City is compelled to facilitate the project. However, if it is City-owned property then the City is not compelled to sell the property if it is not for sale.

Attorney Garcia continued her review of the updates to the Act. She stated it now prohibits the local government from restricting the density below the highest currently allowed density in any land where residential development is allowed under the local government's land development regulations. She explained the highest currently allowed density does not include the density of a development that received an administrative approval under the LLA, or that received a bonus, variance, or special exception for density or floor area ratio provided as an incentive for development.

Attorney Garcia reviewed the height criteria included in the 2023 and 2024 legislation. She explained that for projects adjacent, on two or more sides, to a parcel zoned for single-family residential within a single-family residential development with at least 25 contiguous single-family homes, the allowed height is 150% of the tallest building on property within 1/4 mile of the development or three stories. She indicated the City would have to look at each application individually to determine the allowed height. She stated it also clarifies that the highest currently allowed height does not include the height of any building approved through the administrative approval process or any bonus, variance or other special exception provided as an incentive for development.

Attorney Garcia then reviewed the addition of floor area ratio (FAR) in 2024. She stated it prohibits local governments from restricting the FAR below 150% of the highest currently allowed FAR. Like the density and height, it does not include the FAR for projects using the administrative approval process or any bonus, variance or other special exception provided as an incentive for development.

Attorney Garcia then explained that the 2024 amendment does allow local governments to provide a negotiated bonus opportunity but it is not obligatory.

Attorney Garcia reviewed the parking requirements in the 2024 LLA legislation. She stated it requires local governments to consider a parking reduction of 20% depending on where the project is located in relation to transit stops. She indicated that normal parking restrictions would not apply if the project qualifies for affordable housing.

Attorney Garcia stated that the local government is required to treat developments authorized under this administrative approval process as a conforming use until after 2033. She then reviewed the definitions of affordability and low income under the Act. She explained the "cure period" which imposes a reasonable cure period to cure violations of the 30-year affordability period. If the violation is not cured within a reasonable time, the development must be treated as a nonconforming use. Written notice must be provided and a reasonable time provided to comply. She added that the City would have to determine what department would be tasked with monitoring that and sending out violation notices.

The Commission questioned what determines affordability with Attorney Garcia explaining that is set statutorily and there would be a process to determine that a project is considered affordable housing.

Mr. Carrino noted that another municipality is instituting reporting agreements with the developments. He added that a private development is not currently required to report their rate structures to the City. The other city's contract requires the developments to provide a report annually to the City by a certain date. He confirmed that it would be legal for the City to require a development to sign such an agreement.

Attorney Garcia reviewed various other criteria of the Act as follows: 1) Local governments with more than 20% of its land designated for commercial or industrial uses is required to approve a multi-family project as a multi-use project; 2) Prohibits local governments from imposing rent controls; and 3) Requires 40% of the residential units must be affordable rental units but the remainder of the units can be for sale or rental market rate units.

Other criteria cited included the following: 1) Eliminating the administrative process for military installations; 2) Specific criteria for airports; and 3) Projects within transit-oriented areas.

Attorney Garcia explained the requirements specifically pertaining to the City as follows: 1) By October 1, 2023 and every three years thereafter the City must keep an inventory of all lands it owns that are "appropriate for use as affordable housing" and it must be displayed on its website. 2) An explanation of the Administrative Approval Procedure must be maintained on the City's website. 3) The City must enact an ordinance adopting the Live Local Act and amend the City's LDR's and other governing documents as applicable to ensure conformity. The ordinance shall also provide for the appeal process. 4) Adopt by resolution a procedure for the Live Local applications which should be displayed on the website along with related forms and materials.

Attorney Garcia reviewed the various forms and information that should be included on the website including links to related programs such as Florida Housing and Finance Corporation, the Hometown Hero program, tax incentives available and the forms required to apply for those.

Attorney Garcia explained that when a developer comes in with an affordable housing project the City would have a Live Local Act verification form and fee. That form would be primarily a checklist. She indicated that the City can set a fee for the review and for monitoring along with any penalties. She added that the City can set the fees and cited some fees levied by other cities. She then cited the "land use restriction agreement" which would need to be signed before their application came before development review. She explained how that would apply to the subject property and be recorded so the property could not be subdivided and sold off.

Attorney Garcia then reviewed information that the development would have to sign a monitoring agreement which would guarantee they would submit information to the City including copies of leases, annual tenant income certification, monitoring frequency and fee, penalties for non-compliance, fines and a process for refunds to tenants for overcharging.

The Commission questioned what would happen if the owner refuses to pay the fines with Attorney Garcia responding that the City can lien the property. She added that they would be required to have any financiers or owner sign a subordination agreement, that will ensure that the City's liens would never be extinguished through foreclosure.

Attorney Garcia further explained what would occur if the development went through bankruptcy. She stated that anyone that purchases the property would have to adhere to the criteria as well. She indicated the property would have to already be annexed. She confirmed that counties also have to adhere to the Act.

Discussion was held regarding whether or not there were any assurances regarding quality with Attorney Garcia responding they would still be required to meet all of the City's building and design standards.

Mr. Carrino noted that the Commission previously approved an ordinance regarding developing a program since the City was not ready for the Live Local Act. He asked if the City could extend the time period.

Attorney Garcia stated it was a resolution that was previously passed. She indicated the City is closer to understanding what is expected. She stated the City could extend the waiting period and

indicated she would help develop the required documents and process. She added that the City needs to designate who will be required to handle the process and monitor any developments.

The Commission asked if an already existing rental community would be able to go to the Live Local Act program with Attorney Garcia stating that is not currently allowed under the statute.

Attorney Garcia then stated the next step pertains to property taxes. She indicated that some of the amendments give a nice tax break. She stated they are optional and, if the City wants to enact them, it would require a resolution. She reviewed the possible exemptions and requirements for those. She explained that the City could opt out of the property tax exemption under certain conditions. She stated the County is looking at that but they believe each City would have to opt out individually. She added that the "opting out" resolution would have to be renewed annually by January 1st.

The Commission discussed how Home Rule has been circumvented by the Act and how much staff time will be required. It was noted that opting out of the tax exemptions could discourage developers from applying. It was also noted that there are municipalities that may file suit against the State of Florida.

It was a consensus of the Commission to ask the City Attorney to bring back what documents the City could enact to try and block the program.

Attorney Garcia responded she would put together a packet that would show everything that an applicant would be required to put together as well as the fees that the City could enact.

Mr. Carrino confirmed that the City could enact another resolution that would postpone enactment of the program to allow time to develop the necessary fees and processes. He asked if that could be ready for the June 20th agenda.

Attorney Garcia asked about the timeframe with the Commission supporting one year.

2. VACANCY DISCUSSION

Attorney Garcia noted the resignation of Commissioner Nan Cobb. She commented on the limited number of meetings leading up to the candidate qualification period in August. She stated there is no set procedure in place other than the requirement that the Commission shall appoint an interim commissioner to serve until the next general election. She noted that any candidates would have to meet the same qualifications as someone qualifying for the election. She suggested waiting until the first meeting in September which would meet the requirements of the charter.

Mr. Carrino explained that the elected person from the November election would be sworn in at the first meeting in January and the interim commissioner would serve until the end of the year.

Attorney Garcia noted that the qualifying period is in August so the Commission would know after that who has qualified for the election.

Discussion was held regarding when an appointment could be made and about the process used in the past. It was noted how short the interim commissioner's term would be.

Mayor Holland reviewed the various ways the appointment could be completed. He noted that previously the Commission insured that the person selected did not intend to run at the next election.

It was suggested that the Commission look at who qualifies for the seat. Discussion was held regarding what is required for vetting the applicants. It was noted that one person had already qualified for the seat and, if no one else qualifies, it would make it easy to decide who to appoint.

Mayor Holland suggested waiting until qualifying closes and then schedule a special meeting to review those people who have qualified for the seat. He also recommended formalizing a procedure to address future vacancies.

Discussion was held regarding when new commissioners are sworn in.

It was agreed that further discussion to determine the process would be held at the June 20th meeting.

Commissioner Hawkins announced that a banquet would be held on August 31st in honor of Carla Miller Mitchell.

Mayor Holland indicated he would have a proclamation done honoring her as well.

Mr. Carrino reminded the Commission about the dates for the budget workshops to be July 8th, 9th, 10th and 11th. He noted they also discussed the need for a workshop to review the utility rate study. He confirmed that July 15th will work best for the consultants.

The Commission confirmed that Commissioner Ashcraft was good with the dates since he was not present for that discussion. He confirmed he could make the July 15th workshop and would see what he could do to attend the budget workshops.

3. ADJOURNMENT: 6:37 P.M.

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to www.eustis.org and click on the video for the meeting in question. A DVD of the entire meeting or CD of the entire audio recording of the meeting can be obtained from the office of the City Clerk for a fee.*

CHRISTINE HALLORAN
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



MINUTES

City Commission Meeting

6:00 PM – Thursday, June 20, 2024 – City Hall

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: COMMISSIONER GARY ASHCRAFT

CALL TO ORDER: 6:02 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. APPROVAL OF MINUTES

June 6, 2024 City Commission Meeting

Motion made by Commissioner Hawkins, Seconded by Commissioner Ashcraft, to approve the Minutes. Motion passed on the following vote.

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

3. PRESENTATIONS

3.1 Presentation on G3C2

Tom Carrino, City Manager, explained the intent was for a discussion with G3C2 pursuant to a request from the Commission. He added that there is a draft master plan now available to distribute to the Commission. He indicated the plan is to have a future meeting to present the plan to the public. He stated he would prefer to first have one-on-one meetings with the Commission and staff to discuss the draft plan. He added that the development team has not yet seen the draft. He explained that staff wanted to make revisions prior to them receiving it; however, they will get a copy prior to the public meeting.

The Commission asked how long the draft has been in revisions with Mr. Carrino estimating a month and a half. He indicated they are on the third draft. He stated staff would send the draft plan to the Commission.

It was a consensus of the Commission for Mr. Carrino to proceed as suggested with the one-on-one meetings first.

Mr. Carrino confirmed for the Commission that the development team has been involved in the development of the draft master plan. He noted that the development team will not build exactly what is laid out in the plan as they need to build what is indicated in their market study.

Gerry Guenther commented that it has been almost two years since they started the process. He indicated they have been very involved in the master plan process and they are ready to get started.

Derrick Wallace commented on the need to master plan the entire downtown, not just the Central Business District.

Mayor Holland stated the City only has one chance to get the project right. He asked if they see any roadblocks to the company's working together to develop the three downtown blocks.

Mr. Guenther indicated their only concern is the economy with Mayor Holland acknowledging the issues presented by the economy.

Vice Mayor Lee asked how the companies will work together with Mr. Wallace explaining they will probably not do everything in the master plan but they will work with all parties that need to be involved.

Mr. Guenther stated their goal is to revitalize downtown Eustis and, they may not personally do everything, they will bring in the resources to do those things they may not have the specific skills for. He confirmed that the Commission will have to approve everything.

Commissioner Hawkins asked if there is an issue who does the City reach out to with Mr. Guenther and Mr. Wallace both indicating they could contact either of them.

Mr. Wallace stated they understand how important this project is to the City and the City can rely on them to not bring any internal stuff to the table. He indicated they are in it for the long haul with the City.

The Commission thanked them for attending and answering their questions.

4. AUDIENCE TO BE HEARD

Nan Cobb thanked the Commission, staff, and employees for their support, hard work and dedication during her time in office. She commented on her positive experience in working for the City of Eustis.

Mayor Holland presented former City Commissioner Nan Cob with a recognition plaque for her years of service on the Commission.

Mayor Holland commented on recent news accounts regarding an incident and his service as the campaign treasurer for a candidate. He apologized for the situation and stated he has since resigned as that individual's campaign treasurer. He indicated when he agreed to be that individual's campaign treasurer he did it as a private citizen and not as Mayor for the City of Eustis.

5. CONSENT AGENDA

5.1 Resolution Number 24-45: School Resource Officers SY 2024-2025

5.2 Resolution Number 24-50: Purchase in Excess of \$50,000 for Event Sound & Lighting

5.3 Resolution Number 24-51: A Resolution Providing Notice of a Pending Live Local Act Ordinance

Motion made by Vice Mayor Lee, Seconded by Commissioner Hawkins to approve the Consent Agenda. Motion passed on the following vote.

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

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

Sasha Garcia, City Attorney, announced Resolution 24-49: A Resolution of the City Commission of the City of Eustis, Florida; approving a final subdivision plat for Johnson's Point Townhomes, a 14-unit townhome subdivision, on approximately 1.98 acres of property located at the northwest side of the intersection of County Road 44 and Grand Island Shores Road (Alternate Key Number 2857340).

Mike Lane, Director of Development Services, reviewed the proposed resolution approving the plat for Johnson's Point. He cited the specifics of the project and noted the requested waivers for the lot sizes and change to the required buffer. He confirmed all required public notices were completed and stated staff's recommendation for approval along with the requested waivers.

Attorney Garcia opened the public hearing at 6:23 p.m. There being no public comment, the hearing was closed at 6:23 p.m.

Motion made by Commissioner Ashcraft, Seconded by Commissioner Hawkins, to approve Resolution Number 24-49. Motion passed on the following vote:

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

7. FUTURE AGENDA ITEMS AND COMMENTS

7.1 City Commission

Commissioner Hawkins commented on the outpouring of support for a long-time Eustis High School teacher and former swim coach who is now in hospice. He cited the large number of vehicles that went past her home during the parade.

Mayor Holland indicated that he had been approached about doing a Celebration of Life on the pool deck whenever she passes.

Commissioner Ashcraft thanked the Events team for the tremendous opening event for the Clifford House. He noted an upcoming comedy show on Saturday, July 6, 2024, presented by Darius Kerrison.

Commissioner Hawkins noted that Coach Johnny would be hosting a remote control RC boats event on the lake the same day in the morning.

Mayor Holland asked Commissioner Hawkins when the recognition dinner would be held for Carla Miller Mitchell with Commissioner Hawkins stating it is scheduled for August 31st at the Community Building. He indicated it is by invitation only and he would arrange a table for the City Commission.

Vice Mayor Lee welcomed her son and granddaughters. She commented on the tremendous efforts of the Events and Public Works teams on the Clifford House. She cited the Eustis in Bloom committee and their work on the landscaping at the house. She indicated a meeting was held with the downtown businesses regarding how to beautify the downtown area. She stated the America in Bloom evaluators came to town and started with the Clifford House. She explained they will be beautifying the downtown and then the cemetery through the Eustis in Bloom program. She cited the need for volunteers to assist with all of the work.

7.2 City Manager

Mr. Carrino reminded everyone that the July 4th Commission meeting was cancelled as well as the August 15th meeting due to the annual League of Cities conference. He highlighted the Hometown Celebration to be held on July 5th. He requested that they hold a "shade" meeting prior to the regular July 18 Commission meeting. He asked to start the meeting at 5:00 p.m. since they may be discussing three separate contracts for police, firefighter and lieutenant.

The Commission indicated the date and time for the "shade" meeting was good.

Mr. Carrino noted the Budget Workshops scheduled for July 8, 9, 10 and 11.

Mayor Holland explained that on those dates Commissioner Ashcraft would have to work until 6:00 p.m. Therefore, the workshops have been scheduled to begin at 6:30 p.m. but with a strict end time of 8:00 p.m.

Mr. Carrino commented on the request by Commissioner Hawkins to have more time to meet with departments and indicated that would occur after the budget workshops are completed.

7.3 City Attorney

Mayor Holland asked Attorney Garcia about a gentleman that has called the Commissioners about the First Friday events and expressed concern about politicians creating issues at the events. He asked to have a conversation about what is legal or not legal and what is constitutional or not constitutional. He asked to have that conversation as soon as possible and requested that she contact the gentleman and inform him when the meeting will be held.

Attorney Garcia indicated she scheduled a meeting with the Events Manager to discuss the special events process and application.

Mayor Holland stated they did not want to violate anyone's constitutional rights; however, they also need to protect their citizens.

7.4 Mayor

Mayor Holland complimented staff on the Clifford House opening and grounds. He expressed thanks to Events and Public Works. He cited the new mural on the Citrus Museum. He then announced that the next Sunday there would be a send-off party at Brick and Barrell for Miss Eustis and Miss Georgefest who will be going to the Miss Florida contests.

8. ADJOURNMENT: 6:38 P.M.

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CHRISTINE HALLORAN
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



MINUTES

City Commission Budget Workshop

6:30 PM – Monday, July 08, 2024 – City Hall

CALL TO ORDER: 6:31 P.M.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

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

1. WORKSHOP ITEM WITH DISCUSSION AND DIRECTION

1.1 Finance Overview Presentation

Tom Carrino, City Manager, stated that the Finance Director would provide an overview and then they would move to details about the different departments.

Lori Carr, Finance Director, presented an overview of the FY 2024-2025 Budget noting that many of the figures would be changing. She stated the draft budget includes a 5% COLA increase plus a \$1,000 bonus per employee. She indicated that, including the salary increase, the City has an excess of \$180,000 in the General Fund. She then noted that the City has received the July 1st property tax figures; however, they have not received any of the state figures which are subject to change.

Mr. Carrino indicated the copy of the draft budget provided to the Commissioners does not include the 5% increase and \$1,000 bonus. However, that is Administration's recommendation for the salary increases and does leave a \$180,000 excess in the General Fund but that does not include collective bargaining. He explained that staff would track anything that the Commission increases or decreases.

Ms. Carr added that the balance does include the same increase for the collective bargaining units so everyone is treated equally.

Mr. Carrino indicated that the draft budget also includes the 5% plus \$1,000 for the Commission as well. He noted that the previous year the Commission accepted the 5% but did not accept the \$1,000 flat for themselves.

Ms. Carr reviewed the General Fund highlights as follows: 1) The estimated revenue over expenditures is \$180,000; 2) The 11.02% increase in property tax revenue is estimated to be \$1,084,424; 3) New construction revenue is estimated to be \$171,243; 4) The current millage rate is \$7.581 per \$1,000 taxable value; 5) The School Board will pay approximately 83% of five School Resource Officers. The budget includes estimated revenue of \$302,406, with salaries budgeted at 100%; 6) Health Insurance will increase by 12.9%, from \$12,190 to \$13,762 (\$1,572/pp) and Property and Casualty insurance is currently budgeted to increase by 15%; however, the final figure will not be known until August or September; 7) Police Pension increased 0.77%, from 47.74% to 48.51% ; 8) Fire Pension decreased by 1.30%, from 33.50% to 32.20%. She noted that they have included many Federally mandated IT Cybersecurity programs.

Ms. Carr then reported that the City's property values increased 11.02%. She reviewed the 2024 General Fund revenue estimates and explained the formula used. She

indicated that the Florida Department of Revenue will provide the state revenue estimates in late July or August for the following items: Communications Service Tax, Local Discretionary Sales Tax (Penny Sales Tax), Local Government Half-Cent Sales Tax, Local Option Fuel Tax and Municipal Revenue Sharing Program. She stated that the Property Appraiser would provide the updated assessed value in August and the millage rate chosen will be applied to that total value.

Ms. Karr then reviewed the General Fund expenditure requests as follows: 1) General Government \$6,000,000; 2) Public Safety - \$11,200,000; 3) Public Works - \$1,600,000; 4) Parks and Recreation - \$3,200,000; and 5) Nondepartmental - \$3,200,000 for a total of \$25,642,124.

Ms. Karr reviewed the General Fund staffing highlights as follows: 1) Proposed COLA increase of 5% plus a flat bonus of \$1,000; 2) New positions to include the Deputy City Manager, Network Administrator, Buyer (existing position being moved from Water/Sewer), three Maintenance Workers in Parks, Aquatics Deputy and Deputy Finance Director (PT).

1.2 City Commission

Mr. Carrino explained that the departmental budgets would not drill down into salaries and benefits. He explained what is in the packets provided to the Commission does not include the proposed increase but reflects the current year's salary data. He noted that a shade meeting is scheduled for July 18th to discuss collective bargaining. He then reviewed the City Commission budget. He noted that the previous year the Commission declined the additional \$1,000 bonus and reallocated it for discretionary grants. He stated that he has upped that amount to \$1,500 per Commissioner; however, the draft budget does include the \$1,000 for each Commissioner.

The Commission discussed adding the \$1,000 flat amount to the Commission's discretionary grants. It was a consensus to add the \$1,000 to the discretionary Commission funds for a total of \$2,500 per Commissioner.

Discussion was held regarding health insurance for Commissioners with Bill Howe, Finance Director, explaining that due to the HIPAA laws he cannot reveal who has the City insurance. He did confirm that there is only one Commissioner currently taking the City insurance.

Ms. Karr explained that the current year requested includes any internal transfers done throughout the year.

Discussion was held regarding the Commission Travel and Per Diem with Mr. Carrino explaining he added funding for America in Bloom and the Lake Community Service Awards. He indicated he also increased some of the other items slightly due to some increased expenses.

Mr. Carrino then commented on Promotional Activities noting that the Commission's \$5,000 discretionary spending was initially budgeted there; however, it has been moved to the appropriate account. He noted that account has been increased somewhat due to increased costs for various recognition activities. He noted the increase in Other Current Charges to cover funeral arrangements. He indicated Books, Publications and Subscriptions was increased for Florida League of Cities dues and miscellaneous subscriptions and seminars. He explained the Other Grants and Aids was initially increased to \$1,500 per Commissioner but would be increased to \$12,500 to allow \$2,500 per Commissioner based on the Commission's direction.

1.3 City Attorney

The City Attorney budget was not presented at that time.

1.4 City Manager

Mr. Carrino explained there were increases to a number of City Manager line items due to the addition of the Assistant City Manager position. He noted a \$50,000 decrease in Professional Services due to the strategic plan consultant being in the current budget but not the new year. He reviewed Other Contractual Services and cited the addition of \$50,000 for the feasibility study for the North Lake Trail. He confirmed that all of the partners would need to contribute to the study with the funding division to be determined.

Discussion was held regarding how the \$50,000 figure for the feasibility study was determined. Mr. Carrino explained there is an interlocal agreement for development of the trail. He then reviewed the other expenses included in Travel & Per Diem and other minor increases.

The Commission asked about the Administrative Assistant and whether that position will be looked at due to the additional responsibilities with Mr. Carrino confirming that would be done.

1.5 City Clerk

Christine Halloran, City Clerk, reviewed the changes to the City Clerk budget. She explained her desire to bundle various systems together to improve efficiency. She stated that MuniCode had recently required Archive Social and they are moving the social media archiving to that platform. She explained the desire to establish a training program for records management with the intent to do the training every two years. She announced the initial training will be held on August 20th.

Discussion was held regarding the Deputy City Clerk and the possibility of upgrading the position to full time in the future.

Ms. Halloran reviewed the slight increase in the Digital Audio Recorder. She commented on anticipated changes to the City Code of Ordinances. She explained how Municipal Code has changed their pricing to a subscription based fee and her anticipation that will assist the City in maintaining costs. She explained the increase in the AV equipment maintenance due to changing the maintenance provider. She commented on upcoming repairs to the recording system.

Ms. Halloran explained the addition of a scanning line item. She confirmed that the company doing the scanning would most likely be returning the scanned items so staff can do quality control. She indicated that, if the quality control goes well, then it is possible down the road staff may have them destroy the records rather than returning them which will reduce future costs.

Discussion was held regarding whether or not there would be any grant opportunities for the scanning.

Ms. Halloran commented on the Employee Study Expense and upcoming training meetings that are to be held in Florida.

1.6 Economic Development

Al Latimer, Economic Development Director, cited his increase in staff members from two to four which resulted in increases to a number of the line items. He cited the increase under Professional Services including an upgrade to the City's website and the purchase of a new software program for the management of the City's grants database.

The Commission questioned the pay increase for the Grant Writer with Mr. Latimer explaining that was included incorrectly. He stated they are going through the process with HR to have the position reevaluated based on the point factors.

The Commission asked how many grants have been received with Mr. Latimer responding they have received ten grants with total grant awards of \$565,000 over the past two years.

The Commission questioned the amount of overtime requested and why the overtime should be required.

Mr. Latimer explained the requirements for staff to attend events that may be after regular work hours and cited the amount of flex time that might be accrued. He stated they are trying to balance flex time and overtime to make sure all activities are covered.

Vice Mayor Lee expressed concern regarding the overtime stating that their jobs are to cover activities and their work days should be built around that with Mr. Latimer responding that their work plan covers a tremendous amount of activities. He provided an overview of their responsibilities and how they provide support to other departments as well.

Mr. Carrino commented on how the City is required to handle salaried employees versus hourly employees. He explained two of the positions are hourly while two positions are salary.

The Commission asked about the touch source kiosks with Mr. Carrino confirming those will be going away so those will be removed from the budget.

The Commission asked about the website annual fee with Mr. Latimer responding the City has not been paying a hosting fee previously.

Discussion was held regarding SeeClickFix with the Commission expressing concern that the Police Department's app may be a duplication of services with Mr. Carrino explaining that the EPD app can't be used for the public to input a problem.

Police Chief Craig Capri indicated that he only receives about 25 complaints through SeeClickFix each year.

Discussion was held regarding how much SeeClickFix is utilized and whether or not the City could use something more like the EPD app.

Mr. Carrino indicated that the City receives 25 to 30 reports through SeeClickFix per month.

Discussion was held regarding the City developing its own app and possibly saving money.

The Commission expressed concern regarding the cost for SeeClickFix with Mr. Carrino noting that the EPD app does not provide the ability for the public to report issues to the City only for the EPD to send out information.

Discussion was held regarding the need to get more information out to the public about City services and events with Mr. Carrino indicating staff could investigate what could be done with an app.

Ms. Halloran noted that St. Petersburg has a SeeClickFix mobile app and suggested that there may be more functionality with SeeClickFix that the City is not taking advantage of.

The Commission questioned what upgrades are being planned for the website with Mr. Latimer stating the City would be getting an entire new look to the website and more functionality. He provided examples of the types of functionality.

Mr. Carrino further explained that the company the City uses was recently taken over by another company and, since then, the customer service and tech support have been terrible.

It was confirmed that all of the kiosks mentioned in the budget would be removed.

The Commission asked about \$2,000 budgeted for business cards with Mr. Latimer stating that they print cards for other City employees as well as new hires.

Discussion was held regarding the cost for printing business cards with Mr. Latimer indicating he could reduce that cost to just cover his employees.

Mr. Carrino noted that the Printing & Binding also covers report and presentation binding with Mr. Latimer indicating that line item doesn't actually cover the business cards just printing and binding costs for presentations and producing reports. He stated that the business cards should be removed.

The Commission questioned the budgeting for a Chamber breakfast sponsorship noting that was already budgeted under City Manager. Mr. Carrino noted that in some years the City has sponsored a second breakfast in addition to the January State of the City breakfast.

The Commission expressed concern regarding the amount of funding budgeted for Chamber breakfast sponsorships among the various departments. It was a consensus for the City to look at the number of breakfasts being sponsored overall.

The Commission expressed concern regarding the cost for City Commission head shots with Mr. Carrino commenting on the cost of getting professional photos taken. He indicated he would look at reducing that cost.

Discussion was held regarding what is included under the "website professional photos" with Mr. Carrino explaining they hire a professional photographer to take photos around town for use on the website. The Commission questioned why the Public Relations staff doesn't take the photos with Mr. Carrino citing the need for upgraded equipment.

Kay Yaccarino, Public Relations Manager, explained their desire to utilize drone shots and videos and it would be more efficient to have a professional do those for the website rather than staff.

The Commission questioned the reason for the Lake County Fair ad listed in the draft budget. It was noted that both Events and Tourism and Economic Development had budgeted for ads. The Commission directed that the ad under Economic Development be removed.

The Commission then asked about the Business Incubator marketing with Mr. Latimer explaining that there is a marketing plan developed in cooperation with Lake County based on the feasibility study. He stated that the County is willing to invest some funds in marketing; however, their expectation is for all three partners to contribute. Those partners being Lake County, the City and Lake Properties.

The Commission questioned what the cost would be and noted that the City had already provided funding for establishment of the incubator.

Mr. Latimer cited the need for some of the marketing to be targeted to specific audiences and then doing analysis of how far people will come and conducting social media outreach. He indicated that UCF's name is their primary contribution to marketing. They have been asked if they could participate financially and a solid answer has not been received.

The Commission asked how much funding is given to the incubator each year with Mr. Carrino responding they receive a total of \$200,000 with \$50,000 coming from the City.

The Commission questioned whether or not marketing and outreach was included in the initial plan presented by UCF with Mr. Latimer responding affirmatively.

Discussion was held regarding the marketing and other funding with Mr. Carrino explaining they receive \$150,000 from Lake County and \$50,000 from the City for entrepreneurial development programming and services. The \$5,000 in the draft budget is for marketing of the local incubator. He noted that the Commission would hear a presentation in September from the incubator about general progress and then they would also provide a presentation to the County Commission.

The Commission asked about the "proposed new buy local cash/grant program" with Mr. Latimer explaining the program is to encourage new business by offering a 2% rebate to a new business interested in locating in Eustis, that will hire five or more fulltime employees and that purchases \$50,000 or more in equipment from a business in Eustis. If the business graduates from the incubator, this could be a motivator for staying in Eustis. He indicated that the program would only be open for a limited period and stated that the details are still in development.

The Commission asked what is "critical mention" listed under Books, Publications and Subscriptions with Mr. Carrino explaining that it is a notification service that alerts the City when it has a significant mention in a news article.

Further discussion was held regarding the "buy local" program including the need for the City to buy locally where possible. Mr. Carrino stated that the City does not have a local preference policy. He explained that some cities have a policy of giving preference to a local business if they are no more than 5% more than the lowest bidder. He noted that sometimes when the City does a request for qualifications or request for proposal the City may award some points for knowledge of the City. He indicated the City could consider enacting that policy. He explained it wouldn't save the City money but might help stimulate the local economy.

Mr. Latimer reported that LEAD (Lake Area Economic Development) is beginning to get traction. He noted they had some turnover in business attraction, however, the position has been filled. He added that he and Mr. Carrino would be traveling to Ocala to meet with them. He expressed his opinion that the collaboration is beginning to get started in earnest.

1.7 Events

Mayor Holland complimented Miranda Muir, Events and Tourism Manager, for the Hometown Celebration event held on Friday, July 5th with Ms. Muir indicating that the placar numbers showed there 9,700 attendees not including children or others without cell phones.

Ms. Muir reviewed the Events budget citing the entertainment costs and specific increases. She commented on the need to balance overtime versus comp. time. She explained that overtime is budgeted under both Events and the Clifford House for the new year. She cited the increased entertainment costs especially for Georgefest.

The Commission suggested helping fund other events such as the bike event. Ms. Muir and Mr. Carrino recommended being cautious about financial support of events beyond in-kind services.

Discussion was held regarding the City sponsoring the Blue motorcycle event with Ms. Muir indicating she receives requests for funding for people's events on a daily or weekly basis. She stated that she has responded to everyone that she can provide some in-kind assistance but not cash.

Discussion was held regarding holding the boat races the weekend after the Blue event and allowing them to utilize Ferran Park or the downtown for their event. It was a consensus for staff to work with Blue on their event and to schedule the Blue event and boat races on separate weekends.

Discussion was held regarding plans for Georgefest and the costs for quality entertainment. Ms. Muir continued reviewing the line item increases. It was agreed they could remove the Chamber breakfast funding. She explained the cost for the Miss Florida orientation/competition and what that includes.

Ms. Muir explained the budget for the Christmas lighting and indicated she is working on getting a new quote. She commented on the new pole banners so that all of the decorations are coordinated with the blue and silver.

Discussion was held regarding the downtown tree lighting and how long they should be left up. It was noted that some banners were dangling during the last Christmas season with Ms. Muir adding that she has budgeted to replace of some of the banner brackets.

The Commission asked about holiday trees stolen from the bandshell last year with Mr. Carrino reporting that cameras for Ferran Park are in the budget for FY24-25.

The Commission and Ms. Muir noted there is graffiti on the bandshell. She noted additional decorations recently stolen. She expressed support to be able to leave up some of the decorations.

Police Chief Craig Capri stated that cameras for Ferran Park and Sunset Park are already in the works.

Ms. Muir noted they had also discussed placing trackers on the trees. It was confirmed that the plan is to have cameras in all of the City parks. She also confirmed that the new sound system should be in place before Fall Fest. She explained what is being done to improve the sound system.

The Commission expressed support for adding exterior cameras to the Clifford House. Discussion was held regarding issues with homeless people trying to sleep around the house and how the Police Department is trying to assist them.

The Commission asked about the event planning software with Ms. Muir explaining they have converted from paper applications to online and how it has attracted new vendors.

The Commission asked about the new electronic sign with Ms. Muir indicating the one will be installed at City Hall soon and it is the same type that will be installed at Ferran Park. She commented on the benefits to the new signs.

The Commission asked about a golf cart to be used for events with Ms. Muir indicating that the requisition is being submitted for purchase of the golf cart within the current budget year.

The Commission asked about the funds budgeted for the Amazing Race with Ms. Muir explaining it is budgeted in a number of accounts at the same level as Tim Totten used with some being slightly increased. The Commission questioned if the City would be able to provide more grants with Ms. Muir responding that they left the anticipated revenues at the same level.

Mr. Carrino explained that staff has budgeted \$30,000 for the organizational grants; however, the process will be different. He indicated that all organizational grants will go through Amazing Race. He added that organizations will apply to be part of the Amazing Race and, in order to qualify for funding, they will be required to work an obstacle as part of the race.

The Commission expressed concern regarding the process. Discussion was held regarding whether or not any organizations may be left out and how the Amazing Race organizers were previously able to get sponsorships towards the event. It was agreed that it could be discussed at a later date.

Ms. Muir commented on their work on the Clifford House and ideas for use of the museum and facility and funding to allow staff to look at other facilities to get ideas. She commented on their work on the second floor and how much professional work will be needed on that. She confirmed that is included in the budget. She also confirmed that the budget includes climate controlled storage for the more valuable items. She commented on how that will be used to help rotate the exhibits.

Discussion was held regarding whether or not it would be more feasible for the City to construct its own climate controlled storage.

1.8 Library

Ann Ivey, Library Director, reviewed the budget and noted their generator issues. She reported they are pressure washing the entire building four times a year. She indicated that some additional staff is not currently included in the budget. She noted they will be painting the building in the next year with a darker color that will hopefully assist with the mosquito problem.

Ms. Ivey reviewed the various line item increases and decreases. She noted they have cancelled newspaper subscriptions as they are no longer delivering hard copies. She reported they will be replacing the benches in front of the building with some resin ones that will hold up better.

The Commission asked about the relationship with the Lake County system with Ms. Ivey responding they will be receiving \$120,000 primarily due to the City's circulation. She stated they are transferring 1700 books per month to other system libraries. She noted the County is trying to cut costs. She indicated that she is paying more for the City's e-book collection due to the reductions by the County.

Ms. Ivey noted they are redesigning their website.

The Commission asked about expanding the library with Ms. Ivey responding that the City was awarded a \$30,000 grant by the County to get an architectural plan completed. Once those funds are received, they will proceed with getting the plans drawn. She noted that \$60,000 was budgeted since they were not sure about getting the grant.

Other Business

Mr. Carrino noted that all of the workshops were previously scheduled for 6:30; however, Commissioner Ashcraft has indicated that he would be able to meet earlier on Thursday. It was a consensus to reschedule the Thursday workshop for 5:00 p.m. It was also agreed to move Public Works to Thursday and move around some of the other departments as well.

Mr. Carrino announced that Recreation, Fire, Human Resources and Development Services would be reviewed on Tuesday with the Police Department last. Wednesday they would cover Finance including Customer Service, Meter Reading, IT and Purchasing. That would leave Public Works for Thursday.

Mayor Holland noted that dinner would be at 5:30 on Wednesday and the new Deputy City Manager Miranda Burrows would be present.

Ms. Halloran confirmed she would republish the agendas with the changes and repost them on the City bulletin boards.

2. ADJOURNMENT: 8:59 P.M.

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to www.eustis.org and click on the video for the meeting in question. A DVD of the entire meeting or CD of the entire audio recording of the meeting can be obtained from the office of the City Clerk for a fee.*

CHRISTINE HALLORAN
City Clerk

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: July 18, 2024

RE: Appointment to Eustis Housing Authority: Jennifer Bentley

Introduction:

This item is for consideration of the appointment of Jennifer Bentley to the Eustis Housing Authority (EHA) for a four-year term expiring in July 18, 2028.

Background:

The EHA has a vacant position formally held by J. Melendez who resigned effective August 19, 2019.

Horace Jones, Executive Director of the EHA, contacted the City of Eustis in June 2024 regarding appointment of Jennifer Bentley. Ms. Bentley submitted her application on February 28, 2024, and the application process was completed on June 26, 2024. The City Commission has before you the appointment of Ms. Bentley for a full four-year term.

Recommended Action:

Appointment of Jennifer Bentley to a four-year term to the Eustis Housing Authority as recommended by EHA Executive Director, Horace Jones, and the Eustis Housing Authority.

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Christine Halloran, City Clerk

CITY OF EUSTIS

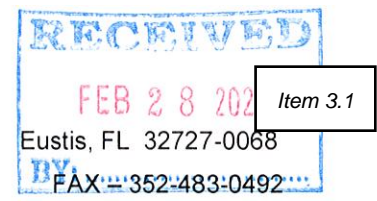
109-A East Orange Avenue

P.O. Drawer 68

Website - www.eustis.org

E-Mail - personnel@ci.eustis.fl.us

Phone - 352-483-5472



VOLUNTEER/COMMUNITY SERVICES APPLICATION

Date: 2.28.24

PLEASE LIST THE TYPE OF WORK THAT INTERESTS YOU AND THE DEPARTMENT(S) WHERE YOU WISH TO VOLUNTEER

- Eustis Housing Authority
- _____
- _____
- _____

NAME: Jennifer Bentley Telephone #: 352.792.3363

PRESENT ADDRESS: 1410 Johnson St. Eustis Fl. 32726
Street/P.O. Box City State Zip

How long have you lived at this address? 2 months E-Mail Address: newleafbentley@yahoo.com
(Previous address 1405 Rose Ln Eustis Fl. 32726)

Have you filed an application here before? Yes No If yes, when? _____

Have you ever worked for the City of Eustis? Yes No If yes, when? _____

Are you currently employed? Yes No May we contact you at work? N/A Yes No

What number can we reach or leave a message for you during the day? Phone #: 352.792.3363

Are you available: Full Time Part Time Temporary

When are you able to volunteer? Nights Weekends Other

Do you possess a valid Fla. Driver's License or I.D.? Yes No

Are you legally eligible for employment in the United States of America? Yes No

Have you ever been convicted, pled guilty or no contest to, had prosecution deferred or adjudication withheld on a felony or first degree misdemeanor in any jurisdiction? Yes No If yes, when: _____

Explain: _____
(Nature, severity and date of offense in relation to the position for which you are volunteering are considered.)

Do you have any criminal charges pending? Yes No If yes, explain: _____

Are you able, physically or otherwise, to perform the job functions of the position for which you are volunteering? Yes No If no, please explain: _____

Please list the names of friends or relatives working for the City and their relationship to you: N/A

EQUAL OPPORTUNITY EMPLOYER

EMPLOYMENT RECORD: Please list your four most recent employers including full, part time, temporary and volunteer positions, beginning with the most recent.

Name & Address of Organization: 1.888.582.3348

From 2/2013 to 6/2019
Month/Year Month/Year

Wize & Wise group
Caselberry Fl.

Supervisor's E-mail: johnchilds40@yahoo.com

Job Title: Debt collector

Supervisor's name John Childs

Describe the work you did: Called clients in an attempt to collect on their debt, file proper paperwork, help teammates.

Reason for leaving: Company closed

Name & Address of Organization:

From _____ to _____
Month/Year Month/Year

Supervisor's E-mail: _____

Job Title: _____

Describe the work you did: _____

Reason for leaving: _____

Name & Address of Organization:

From _____ to _____
Month/Year Month/Year

Supervisor's E-mail: _____

Job Title: _____

Describe the work you did: _____

Reason for leaving: _____

Name & Address of Organization:

From _____ to _____
Month/Year Month/Year

Supervisor's E-mail: _____

Job Title: _____

Describe the work you did: _____

Reason for leaving: _____

EDUCATION AND SPECIALIZED TRAINING:

Circle Highest Grade Completed

GRAMMAR AND HIGH SCHOOL:

1 2 3 4 5 6 7 8 9 10 11 12 **GED**

COLLEGE:

13 14 15 16

GRADUATE:

17 18 19 20

Item 3.1

Please provide your educational background including the diploma, degree or certification received, as well as any technical or specialized training:

Name of High School(s): <i>Wildwood High</i>	City and State: <i>Wildwood Fl.</i>		
Name of College: <i>Valencia</i>	City and State: <i>Orlando Fl.</i>	Major:	Degree Received: <i>NO</i>
Name of Graduate School:	City and State:	Major:	Degree Received:
Other Trade, Technical, Etc: <i>Lake Tech</i>	City and State: <i>Eustis Fl.</i>	Major:	Degree Received: <i>Ged</i>
Foreign Language Skills:		<input type="checkbox"/> Read <input type="checkbox"/> Write <input type="checkbox"/> Speak	

OTHER PROFESSIONAL MEMBERSHIPS OR SKILLS:

Please list any special qualifications not covered elsewhere in this application including computer skills, such as Word & Excel; typing, including words per minute typed; and any professional or civic memberships.

- Great Communicating Skills*
-
-
-
-
-

REFERENCES:

Please list at least three (3) references who are not related to you. (Please provide complete addresses including Street, City, State and Zip.)

Name <i>Amy Deweber</i>	Phone # <i>615.879.6914</i>	Name <i>Carla Sutton</i>	Phone # <i>352.460.3500</i>
Address (Street, City, State, Zip) <i>1410 Spartan St. Leesburg Fl. 34748</i>		Address (Street, City, State, Zip) <i>103 N. Moss St. Leesburg Fl. 34748</i>	
E-mail Address		E-mail Address	
Employer	Phone #	Employer <i>Department of Children & Families Wildwood</i>	Phone #
Occupation <i>Pastor for youth</i>		Occupation <i>Case manager</i>	
Name <i>Jasmine Brown</i>	Phone # <i>754.253.9191</i>	Name <i>April Kennedy</i>	Phone # <i>352.805.8117</i>
Address (Street, City, State, Zip) <i>Nevada</i>		Address (Street, City, State, Zip) <i>605. Summit St. Lady Lake Fl.</i>	
E-mail Address		E-mail Address	
Employer <i>Capitol Center One</i>	Phone #	Employer <i>Avant</i>	Phone #
Occupation <i>Fraud Associate</i>		Occupation <i>Nurse</i>	

HOURS AVAILABLE TO VOLUNTEER:

What days and hours are you available for work? *Mon - Fri 10am - 4pm (Some nights)*
Some Weekends if needed

CERTIFICATE OF APPLICANT:

I certify that the answers given on this application are true and complete to the best of my knowledge. I agree to inform the City of any additional information relating to questions raised on the application, which occur subsequent to my completion of the application. I realize that misrepresentation of facts or the failure to update any information relating to questions on the application may be cause for rejection of this application or dismissal from volunteer/community services.

I authorize the City of Eustis to make any inquiries it desires concerning me. I authorize schools, references and my prior employers to provide my records, reason for leaving and all other information they may have concerning me to the City of Eustis. I release the City of Eustis and all other parties from any and all liabilities or claims for any damage that may result therefrom.

I understand that this application is not and is not intended to be a contract for employment.

SIGNATURE OF APPLICANT:  Date: 2.28.24

CONSENT OF PARENT OR LEGAL GUARDIAN

(All Volunteers Under 18 Years of Age Must Have Parent of Legal Guardian Complete This Section)

I the undersigned, the parent or legal guardian of _____, choose to permit _____ to participate as a volunteer for the City of Eustis. I understand that my child's or ward's services are being offered on a voluntary basis without anticipation of any financial remuneration and I agree to the terms and conditions as stated above.

I further authorize the City to perform a fingerprint criminal history background check through state and federal law enforcement agencies and/or criminal history checks through consumer reporting agencies, who may also provide information to the City on out-of-state or nation-wide criminal histories. I understand that final approval to volunteer is contingent upon the results of the criminal history check.

Signature of Parent or Legal Guardian: _____ Date: _____

EUSTIS HOUSING AUTHORITY (EHA)

Five Member Board – 4-Year Term (from date of appointment)

The Eustis City Commission appoints the Board of Directors because the State of Florida declared the EHA a dependent unit of the City of Eustis.
The EHA is funded by the Federal Government.

<p>HORACE J. JONES <u>Executive Director</u> 1000 Wall Street, #60</p> <p>(352) 357-4851 (Work) (352) 357-8081 (Fax)</p>	<p>VACANT (Resident Commissioner)</p> <p>Former: Marjorie Buckner 2209 Bates Avenue, Eustis, FL 32726 (352) 357-4586 Appointed: 10/17/2019 Expires: 10/31/2023 Resignation: 4/2024 due to death</p>
<p>NICIE ALLEN PARKS 1110 South Street, Eustis, FL 32726 (352) 455-9647 nicie.parks@yahoo.com</p> <p>Appointed: 8/3/2023 Expiration 8/3/2027</p> <p>Former: Faye Weaver 1518 Jefferson Drive, Mount Dora Appointed 11/7/2013 Reappointed: 5/6/2021 Expires: 5/31/2025 Resignation Effective 10/31/2023</p>	<p>DR. HUGH BROCKINGTON II P. O. Box 1998, Umatilla FL 32784 827 Edgewater Circle, Eustis FL 32726 (352) 267-7806</p> <p><u>Chairperson</u></p> <p>Appointed: 1/6/2017 Reappointed: 3/16/2017, 1/7/2021 Expires: 1/17/2025</p>
<p>VACANT (Resident Commissioner)</p> <p>Former: J. Melendez Appointed: 1/18/2018 Reappointed: 1/3/2019 Expires: 10/31/2022 Resignation Effective: 8/19/19</p>	<p>RONNIE BUGGS 614 Park St. Eustis, FL 32726 (352) 702-7191 Ronnie.o.buggs@gmail.com</p> <p><u>Vice Chairperson</u></p> <p>Appointed: 4/18/2019 Expires: 9/17/2021 Reappointed: 4/7/2022 Expires: 4/7/2026</p>

Board Attorney – Scott Gerken

Revised 7/12/2024

CITY OF EUSTIS

109-A East Orange Avenue

P.O. Drawer 68

Eustis, FL 32727-0068

Website - www.eustis.org

E-Mail - personnel@ci.eustis.fl.us

Phone - 352-483-5472

FAX - 352-483-0492

VOLUNTEER/COMMUNITY SERVICES APPLICATION

Date: 6/10/24

JUN 10 2024

PLEASE LIST THE TYPE OF WORK THAT INTERESTS YOU AND THE DEPARTMENT(S) WHERE YOU WISH TO VOLUNTEER

- 1. Eustis Housing Authority
- 2. _____
- 3. _____
- 4. _____

NAME: Latoya Young Telephone #: 352-551-3344

PRESENT ADDRESS: 34410 Cypress Grove Dr. Eustis FL 32736
Street/P.O. Box City State Zip

How long have you lived at this address? 17 YRS. E-Mail Address: latoyayoung515@gmail.com

Have you filed an application here before? Yes No If yes, when? _____

Have you ever worked for the City of Eustis? Yes No If yes, when? _____

Are you currently employed? Yes No May we contact you at work? Yes No

What number can we reach or leave a message for you during the day? Phone #: 352-253-2511

Are you available: Full Time Part Time Temporary

When are you able to volunteer? Nights Weekends Other

Do you possess a valid Fla. Driver's License or I.D.? Yes No

Are you legally eligible for employment in the United States of America? Yes No

Have you ever been convicted, pled guilty or no contest to, had prosecution deferred or adjudication withheld on a felony or first degree misdemeanor in any jurisdiction? Yes No If yes, when: _____

Explain: _____
(Nature, severity and date of offense in relation to the position for which you are volunteering are considered.)

Do you have any criminal charges pending? Yes No If yes, explain: _____

Are you able, physically or otherwise, to perform the job functions of the position for which you are volunteering?
 Yes No If no, please explain: _____

Please list the names of friends or relatives working for the City and their relationship to you: _____

EQUAL OPPORTUNITY EMPLOYER

EMPLOYMENT RECORD: Please list your four most recent employers including full, part time, temporary and volunteer positions, beginning with the most recent.

Name & Address of Organization:
Trinity Family Medical Center
1707 Mayo Drive
Tavares, FL 32778

From February 2005 to Current
Month/Year Month/Year

Supervisor's E-mail: contact@trinityfamilymedical.com

Job Title: Owner/Administrator

Describe the work you did: Manage all the day to day operational, administrative and clinical aspects within the practice.

Reason for leaving: N/A

Name & Address of Organization:
[Blank lines]

From [Blank] to [Blank]
Month/Year Month/Year

Supervisor's E-mail: [Blank]

Job Title: [Blank]

Describe the work you did: [Blank]

Reason for leaving: [Blank]

Name & Address of Organization:
[Blank lines]

From [Blank] to [Blank]
Month/Year Month/Year

Supervisor's E-mail: [Blank]

Job Title: [Blank]

Describe the work you did: [Blank]

Reason for leaving: [Blank]

Name & Address of Organization:
[Blank lines]

From [Blank] to [Blank]
Month/Year Month/Year

Supervisor's E-mail: [Blank]

Job Title: [Blank]

Describe the work you did: [Blank]

Reason for leaving: [Blank]

EDUCATION AND SPECIALIZED TRAINING:

Circle Highest Grade Completed

GRAMMAR AND HIGH SCHOOL:
1 2 3 4 5 6 7 8 9 10 11 12 GED

COLLEGE:
13 14 15 16

GRADUATE:
17 18 19 20

Please provide your educational background including the diploma, degree or certification received, as well as any technical or specialized training:

Name of High School(s):	City and State:		
Name of College: <i>Liberty University</i>	City and State: <i>Lynchburg, VA</i>	Major: <i>Business Admin.</i>	Degree Received: <i>Bachelor of Science</i>
Name of Graduate School:	City and State:	Major:	Degree Received:
Other Trade, Technical, Etc:	City and State:	Major:	Degree Received:
Foreign Language Skills:	<input type="checkbox"/> Read <input type="checkbox"/> Write <input type="checkbox"/> Speak		

OTHER PROFESSIONAL MEMBERSHIPS OR SKILLS:

Please list any special qualifications not covered elsewhere in this application including computer skills, such as Word & Excel; typing, including words per minute typed; and any professional or civic memberships.

- Microsoft Office Suite proficient*
- Intuit Quickbooks proficient*
- Assisted Living Facility Certification*
- Spring Ridge Board Treasurer*
- CMS Practice Manager Academy*
-

REFERENCES:

Please list at least three (3) references who are not related to you. (Please provide complete addresses including Street, City, State and Zip.)

Name <i>Lisa Laboo</i>	Phone # <i>407-739-4073</i>	Name <i>Dr. Lashawn Gill</i>	Phone # <i>434-426-2226</i>
Address (Street, City, State, Zip) <i>1804 E. Orange Ave Eustis 32726</i>		Address (Street, City, State, Zip) <i>805 Deer Glen Ct. Fruitland Park, FL 34731</i>	
E-mail Address <i>lisa.laboo@gmail.com</i>		E-mail Address <i>info@lashawnlewis.com</i>	
Employer <i>Prosperity Investments</i>	Phone # <i>352-357-3409</i>	Employer <i>Lae-Lah Inc.</i>	Phone # <i>434-426-2226</i>
Occupation <i>Financial planner (owner)</i>		Occupation <i>Licensed Professional Counselor</i>	
Name <i>Dave Harris</i>	Phone # <i>352-406-8413</i>	Name <i>Norma Bradford</i>	Phone # <i>602-812-3255</i>
Address (Street, City, State, Zip) <i>1951 Dora Ave. Tavares, FL 32778</i>		Address (Street, City, State, Zip) <i>3529 New Pointe Rd. South Haven, MS 38672</i>	
E-mail Address <i>manofdrum@hotmail.com</i>		E-mail Address <i>bradfordnorma@gmail.com</i>	
Employer <i>Faith Christian Fellowship</i>	Phone # <i>352-343-9119</i>	Employer <i>Retired US Army</i>	Phone #
Occupation <i>Pastor</i>		Occupation <i>Colonel</i>	

HOURS AVAILABLE TO VOLUNTEER:

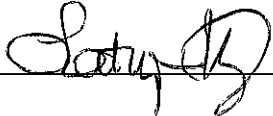
What days and hours are you available for work? *Monday through Friday; 3-6 hours;*
flexible when needed

CERTIFICATE OF APPLICANT:

I certify that the answers given on this application are true and complete to the best of my knowledge. I agree to inform the City of any additional information relating to questions raised on the application, which occur subsequent to my completion of the application. I realize that misrepresentation of facts or the failure to update any information relating to questions on the application may be cause for rejection of this application or dismissal from volunteer/community services.

I authorize the City of Eustis to make any inquiries it desires concerning me. I authorize schools, references and my prior employers to provide my records, reason for leaving and all other information they may have concerning me to the City of Eustis. I release the City of Eustis and all other parties from any and all liabilities or claims for any damage that may result therefrom.

I understand that this application is not and is not intended to be a contract for employment.

SIGNATURE OF APPLICANT:  Date: 6/10/24

CONSENT OF PARENT OR LEGAL GUARDIAN

(All Volunteers Under 18 Years of Age Must Have Parent or Legal Guardian Complete This Section)

I the undersigned, the parent or legal guardian of _____, choose to permit _____ to participate as a volunteer for the City of Eustis. I understand that my child's or ward's services are being offered on a voluntary basis without anticipation of any financial remuneration and I agree to the terms and conditions as stated above.

I further authorize the City to perform a fingerprint criminal history background check through state and federal law enforcement agencies and/or criminal history checks through consumer reporting agencies, who may also provide information to the City on out-of-state or nation-wide criminal histories. I understand that final approval to volunteer is contingent upon the results of the criminal history check.

Signature of Parent or Legal Guardian: _____ Date: _____



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: July 18, 2024

RE: Appointment to Eustis Housing Authority: Latoya Young

Introduction:

This item is for consideration of the appointment of Latoya Young to the Eustis Housing Authority (EHA) for a four-year term expiring in July 18, 2028.

Background:

The EHA has a vacant position formally held by Marjorie Buckner who passed away in April 16, 2024.

Horace Jones, Executive Director of the EHA, contacted the City of Eustis June 5, 2024 regarding the EHA's recommendation on 5/28/2024 of Latoya Young as a replacement. Ms. Young submitted her application on June 10, 2024, and the application process was completed on June 21, 2024. The City Commission has before you the appointment of Ms. Young for a full four-year term.

Recommended Action:

Appointment of Latoya Young to a four-year term to the Eustis Housing Authority as recommended by EHA Executive Director, Horace Jones, and the Eustis Housing Authority.

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Christine Halloran, City Clerk

EUSTIS HOUSING AUTHORITY (EHA)

Five Member Board – 4-Year Term (from date of appointment)

The Eustis City Commission appoints the Board of Directors because the State of Florida declared the EHA a dependent unit of the City of Eustis.
The EHA is funded by the Federal Government.

<p>HORACE J. JONES <u>Executive Director</u> 1000 Wall Street, #60</p> <p>(352) 357-4851 (Work) (352) 357-8081 (Fax)</p>	<p>VACANT (Resident Commissioner)</p> <p>Former: Marjorie Buckner 2209 Bates Avenue, Eustis, FL 32726 (352) 357-4586 Appointed: 10/17/2019 Expires: 10/31/2023 Resignation: 4/2024 due to death</p>
<p>NICIE ALLEN PARKS 1110 South Street, Eustis, FL 32726 (352) 455-9647 nicie.parks@yahoo.com</p> <p>Appointed: 8/3/2023 Expiration 8/3/2027</p> <p>Former: Faye Weaver 1518 Jefferson Drive, Mount Dora Appointed 11/7/2013 Reappointed: 5/6/2021 Expires: 5/31/2025 Resignation Effective 10/31/2023</p>	<p>DR. HUGH BROCKINGTON II P. O. Box 1998, Umatilla FL 32784 827 Edgewater Circle, Eustis FL 32726 (352) 267-7806</p> <p><u>Chairperson</u></p> <p>Appointed: 1/6/2017 Reappointed: 3/16/2017, 1/7/2021 Expires: 1/17/2025</p>
<p>VACANT (Resident Commissioner)</p> <p>Former: J. Melendez Appointed: 1/18/2018 Reappointed: 1/3/2019 Expires: 10/31/2022 Resignation Effective: 8/19/19</p>	<p>RONNIE BUGGS 614 Park St. Eustis, FL 32726 (352) 702-7191 Ronnie.o.buggs@gmail.com</p> <p><u>Vice Chairperson</u></p> <p>Appointed: 4/18/2019 Expires: 9/17/2021 Reappointed: 4/7/2022 Expires: 4/7/2026</p>

Board Attorney – Scott Gerken

Revised 7/12/2024



City of Eustis

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

TO: EUSTIS CITY COMMISSION

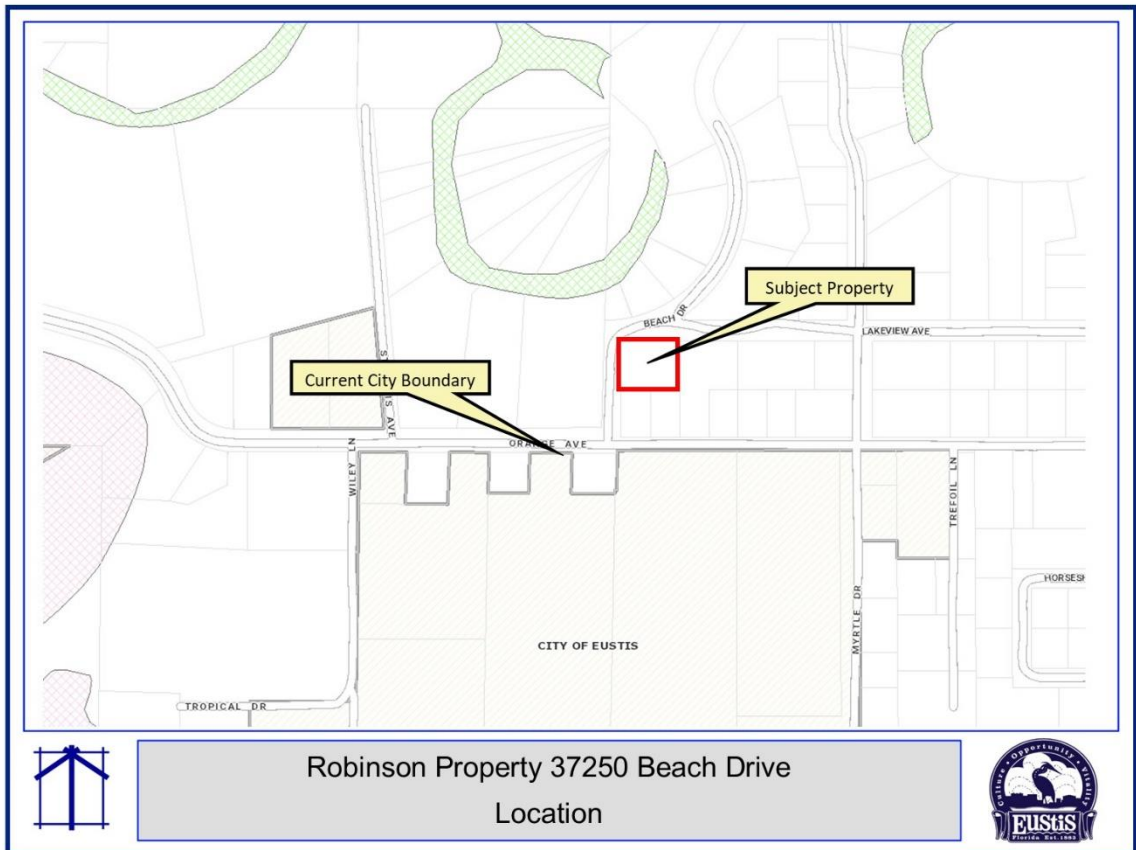
FROM: Tom Carrino, City Manager

DATE: July 18, 2024

RE: Resolution Number 24-38: Water Service/Annexation Agreement for Property Located at 37250 Beach Drive, Umatilla, Florida – Alternate Key Number 1734827

Introduction:

The subject property currently is comprised of approximately 0.45 acres with an existing single-family home at 37250 Beach Drive, Umatilla, FL, located, north of the Pine Meadows area.



Robinson Property 37250 Beach Drive
Location

The property is located within the Eustis Planning Area and Utility Service Area. The City has adequate capacity to provide the requested water service and currently provides water service to other properties in the immediate area. The property owners are requesting a connection to the City of Eustis Water Utilities due to a failing well.

Applicable Policies and Codes:

City Ordinance Number 08-09 requires that "any arrangement to provide water and sewer services must be in the form of a written developer's agreement and must be approved by the City Commission on terms and conditions agreeable to the City Commission. The terms of which may include, but not be limited to, compliance with all current City codes, regulations, requirements, and an obligation to annex into the City, if not already annexed."

The subject property is not currently contiguous to the City limits, but the agreement requires the property owner and any subsequent owner to apply for annexation within 30 days of becoming contiguous, or when the city is legally able to do so.

Recommended Action:

Approval of Resolution Number 24-38 and the accompanying Utility Annexation Agreement.

Policy Implications:

None. The City of Eustis has established the utility and annexation agreement process within the City Code and has previously executed other agreements in the area.

Alternatives:

Approve Resolution Number 24-38

Deny Resolution Number 24-38

Budget/Staff Impact:

None

Prepared By:

Jeff Richardson, AICP, Deputy Director, Development Services

Reviewed By:

Mike Lane, AICP, Director, Development Services

RESOLUTION NUMBER 24-38**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; APPROVING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR PROVISION OF CITY WATER SERVICE TO NON-CONTIGUOUS REAL PROPERTY LOCATED AT 37250 BEACH DRIVE, UMATILLA, FLORIDA; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Dennis Robinson and and Charmaine Robinson (Kaiser) are the Owners of real property located at 37250 Beach Drive, Umatilla, Florida, (the "Property"), more particularly described and depicted in the Annexation Agreement (the "Agreement") attached hereto and incorporated herein by reference (Parcel ID No.: 26-18-26-0600-000-05300); and

WHEREAS, the Property is presently situated in the unincorporated territory of Lake County and outside the corporate limits of the City; and

WHEREAS, the Owners have requested the City provide water service to the Property; and

WHEREAS, the City has reviewed the location of the Property and determined that municipal water services are available from an existing main; and

WHEREAS, the Owners acknowledge the City's water and sewer rates for users outside the City limits are higher than the rates charged for users within the City; and

WHEREAS, the Owners acknowledge and agree that the City could suffer a loss of revenue and may be unable to ensure adequate services to its own residents if Owners were to receive City utilities without the condition of executing this Agreement; and

WHEREAS, the Owners acknowledge that the condition of executing this Agreement prior to obtaining City utilities from the City is a reasonable and lawful condition as determined by the Florida Supreme Court in *Allen's Creek Properties, Inc. v. City of Clearwater*, 679 So.2d 1172 (Fla. 1996); and

WHEREAS, in consideration of the City providing water service to the Property, the Owners desire to voluntarily petition the City to annex the Property under Section 171.044, Florida Statutes; however, at this time the City cannot annex the Property because it does not currently meet the statutory requirements for voluntary annexation pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the parties acknowledge and agree that the Agreement constitutes a petition for voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the Owners agree that at the time the City determines the Property

meets the voluntary annexation requirements pursuant to Section 171.044, Florida Statutes, and the City determines annexation of the Property is in the City’s best interests, the Owners shall proceed with the voluntary annexation of the Property and pay all applicable fees, costs, and expenses associated therewith; and

WHEREAS, the Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owners and its assigns and successors in interest and the City and its assigns and successors in interest; and

WHEREAS, the Owners and the City desire to enter into the Agreement for the purposes expressed therein; and

WHEREAS, the City Commission has determined that execution of the Agreement is in the City’s best interest.

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

SECTION 1. The Mayor is authorized to execute the Annexation Agreement between the City of Eustis and Dennis Robinson and Charmaine Robinson (Kaiser). A copy of said Agreement being attached hereto and incorporated herein by reference.

SECTION 2. A certified copy of this Resolution and the executed original Annexation Agreement shall be recorded in the Public Records of Lake County, Florida.

SECTION 3. That this Resolution shall be effective immediately upon adoption.

DONE AND RESOLVED this 18th day of July 2024 in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
City of Eustis Development Services
4 North Grove Street
Eustis, Florida 32726

ANNEXATION AGREEMENT
[Municipal Services]

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF EUSTIS, a Florida municipal corporation, whose mailing address is 10 North Grove Street, Eustis, Florida 32726 (the "City") and DENNIS ROBINSON AND CHARMAINE ROBINSON (KAISER) whose mailing address is 37250 Beach Rd, Umatilla, Florida 32784 (the "Owners").

WITNESSETH

WHEREAS, the Owners have requested, and the City has agreed, subject to the terms, conditions, and limitations set forth in this Agreement to provide water service to the Subject Property; and

WHEREAS, the Subject Property is presently located in the unincorporated territory of Lake County and is outside the corporate limits of the City; and

WHEREAS, the Owners acknowledge the City's water and sewer rates for users outside the City limits are higher than the rates charged for users within the City; and

WHEREAS, the City has reviewed the location of the Subject Property and determined that municipal water services are available from an existing main; and

WHEREAS, the Owners acknowledge and agree that the City could suffer a loss of revenue and may be unable to ensure adequate services to its own residents if Owners were to receive City utilities without the condition of executing this Agreement; and

WHEREAS, the Owners acknowledge that the condition of executing this Agreement prior to obtaining City utilities from the City is a reasonable and lawful condition as determined by the Florida Supreme Court in *Allen's Creek Properties, Inc. v. City of Clearwater*, 679 So.2d 1172 (Fla. 1996); and

WHEREAS, in consideration of the City providing water service to the Subject Property, the Owners desire to voluntarily petition the City to annex the Subject Property under Section 171.044, Florida Statutes; however, at this time the City cannot annex the Subject Property because it does not currently meet the statutory requirements for voluntary annexation pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the parties acknowledge and agree that this Agreement constitutes a petition for voluntary annexation of the Subject Property pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the Owners agree that at the time the City determines the Subject Property meets the voluntary annexation requirements pursuant to Section 171.044, Florida Statutes, and the City determines annexation of the Subject Property is in the City's best interests, the Owners shall proceed with the voluntary annexation of the Subject Property and pay all applicable fees, costs, and expenses associated therewith.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt - of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. Recitals.

The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

2. Ownership.

The Owners represent that they are the present owners of the following described real property (referred to as the "Subject Property"):

Attached hereto as Exhibit "A"

3. Title Opinion/Certification.

The City will secure, at the expense of the Owners, prior to the execution and recording of this Agreement, a title opinion of an attorney licensed in Florida, a certification of an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owners and showing all liens, mortgages, and other encumbrances not satisfied or released of record. In the alternative and at the option of the Owners, the Owners will provide the City, in advance of the execution of this Agreement, a title opinion of an attorney licensed in Florida, a certification of an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owners and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

4. Annexation.

A. The Owners and the City acknowledge and agree that this Agreement constitutes a voluntary annexation petition for the Subject Property pursuant to Section 171.044, Florida Statutes. The Owners further agree that this petition for annexation is irrevocable.

- B. At such time as the Subject Property should ever become eligible for annexation, the Owners hereby consent to the annexation of the Subject Property by, and to, the City. Notwithstanding any other provision of this Agreement, the decision as to whether annexation of the Subject Property is in the best interest of the City, and should be accomplished under this Agreement, shall be made at the sole and absolute discretion of then City Commission. Nothing in this Agreement shall be construed to create a binding obligation on the City to annex the Subject Property at any time.
- C. Eligibility for annexation shall be determined by the City in accordance with Chapter 171, Florida Statutes, the City Code and such ordinances as adopted by the City Commission. A determination by the City that the property is eligible for annexation shall be binding on the Owners. The Owners hereby waive any right to object to, or appeal, the City's decision to annex the Subject Property. Furthermore, the Owners hereby agree not to register any written or verbal opposition to the City's annexation of the Subject Property.
- D. The Owners acknowledge and agree that this Agreement does not in any way obligate or require the City to annex the Subject Property or grant to the Owners any particular land use designation that may be requested in connection with such annexation.
- E. Classification of Property upon Annexation. The Owners acknowledge and agree that any land use granted to the Owners in connection with the Subject Property shall be consistent with the terms and conditions of the Eustis Comprehensive Plan and Land Development Regulations as it may be amended from time to time.

5. Annexation Petition.

Upon written request by the City, the Owners agree to execute any and all reasonable interests to effectuate the annexation of the Subject Property, provided the City has determined, in its sole and absolute discretion, the Subject Property is eligible for annexation and such annexation is in the best interest of the City. The Owners shall have thirty (30) days to execute the instruments necessary to annex the Subject Property into the City and pay all associated fees, costs and expenses. In the event the Owners fail or refuse to execute the instruments, this Agreement shall constitute the required Petition for Annexation pursuant to Chapter 171, Florida Statutes.

6. Utility Fees and Lines.

The Owners shall pay any and all water and/or sewer connection fees, treatment fees, and/or such other fees as may be required by the City Code or the City's regulations. Any and all such water and/or sewer lines and/or appurtenant items which are constructed or installed by the Owners shall be constructed or installed in accordance with City requirements and specifications. The City shall have the right to inspect any and all lines and appurtenances installed by the Owners to connect to the City's water and/or sewer system.

The Owners agree to pay any and all water and/or sewer fees, charges, assessments, and other costs adopted by the City which directly or indirectly relate to the connection to, and use of, the City's water and/or sewer system.

7. Utility Easements.

So long as the easements do not materially interfere with the Owners' use and enjoyment of the Subject Property, the Owners shall provide to the City such easements and other legal documentation, in form acceptable to the City Attorney, as the City may deem necessary or appropriate for the installation and maintenance of the City's utility services, including but not limited to sewer, water and reclaimed water services.

If the City deems an easement is needed for utility service to be made available to the Subject Property, any mortgagee or lienholder having an interest in the Subject Property will be required to execute a Consent and Joinder of Mortgagee/Lienholder in a form approved by the City Attorney, subordinating its mortgage or lien to the utility easements contemplated in the foregoing Agreement. The Owners must either submit a title policy or a letter from an attorney licensed to do business in Florida confirming that either there is no mortgage or lien on the property or provide the City with a properly executed a Consent and Joinder of Mortgagee/Lienholder as shown on the title certification. The title policy or letter must be issued within thirty (30) days of the execution of this Agreement.

8. Binding Effect.

This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owners and its assigns and successors in interest and the City and its assigns and successors in interest. The Owners shall pay the cost of recording this document in the Public Records of Lake County Florida. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

9. Representations.

The Owners represent and warrant that Owners posses fee simple title to the Subject Property, that Owners have full power and authority to enter into this Agreement, and that upon execution of this Agreement the same will be fully binding and enforceable according to its terms.

10. Recording.

The Owners acknowledge and agree that the City shall record this Agreement in the Public Records of Lake County, Florida, and the Owners shall pay for costs related to same.

11. Notices.

Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail return receipt requested as follows:

OWNERS

Dennis and Charmaine Robinson
37250 Beach Rd.
Umatilla, Florida 32784

CITY

City Manager
City of Eustis
10 North Grove Street
Eustis, Florida 32726

Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

12. Defaults and Enforcement.

IN THE EVENT THE OWNERS FAIL TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE ANY WATER SERVICE PROVIDED TO THE PROPERTY. THE OWNERS HEREBY CONSENT TO SUCH DISCONNECTION AND TERMINATION OF WATER AND/OR SEWER SERVICE AND EXPRESSLY WAIVE ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH WATER SERVICE BY THE CITY.

In the event enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owners shall be responsible for cost and expenses, including attorneys' fees, whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement.

13. Effective Date.

This Agreement shall be effective on the date it is last executed by the respective parties.

14. Severability.

If any part of this Agreement is found to be invalid or unenforceable in a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.

15. Miscellaneous.

- A. ANY FUTURE OWNERS OF THE PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT AND BY ACCEPTING A DEED OF CONVEYANCE TO THE PROPERTY, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**
- B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns and as approved by the City Commission. Any such modification or amendment shall not be effective until recorded in the Public Records of Lake County, Florida.
- C. This Agreement is the result of a bona fide arms length negotiation between the City and the Owners. Accordingly, this Agreement will not be construed or interpreted more strictly against any one party than against any other.
- D. Failure of the City to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of the City's right to later claim a failure to perform on the part of the Owners.
- E. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. Any litigation that arises under this Agreement shall be brought in the courts of Lake County, Florida.
- F. Nothing in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.
- G. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.
- H. In the event a third party institutes a legal proceeding against the City and/or the Owners, regarding the enforceability of this Agreement or any other matters arising out of or related to this Agreement, the annexation of the Property or the provision of municipal services, then in such event the Owners shall pay all costs, fees, charges, and expenses of the City related thereto, including but not limited to, attorney's fees at both the trial and appellate levels.
- I. In addition to each and every remedy now or hereafter existing at law or in equity, the parties hereto expressly agree that City shall have the right to enforce this Agreement by an action for specific performance.
- J. As may be from time to time requested by the City, the Owners agree to execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.

- K. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, will constitute one and the same document.
- L. This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.
- M. The attached Exhibits A and B are part of this Agreement as though fully set forth in this Agreement.

IN WITNESS WHEREOF, the Owners and the City have executed this Agreement as of the day and year written below.

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

OWNERS

Sherri Weaver
Signature of Witness #1

Dennis Robinson
Dennis Robinson

Sherri Weaver
Print or Type Name of Witness #1

Sherri Weaver Sara Diggs
Signature of Witness #2

Sherri Weaver Sara Diggs
Print or Type Name of Witness #2

Charmaine Robinson (Kaiser)
Charmaine Robinson (Kaiser)

Sherri Weaver
Signature of Witness #1

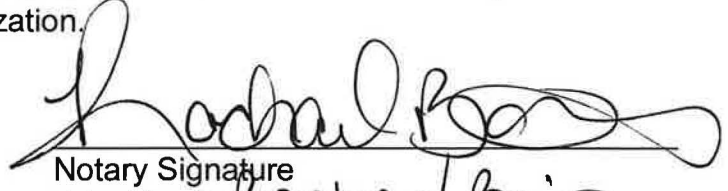
Sherri Weaver
Print or Type Name of Witness #1

Sara Diggs
Signature of Witness #2

Sara Diggs
Print or Type Name of Witness #2

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Annexation Agreement was acknowledged before me this 10th day of JUNE 2024 by Dennis Robinson and Charmaine Robinson Keiser respectively, who is / are personally known to me or produced FL Drivers license as identification and by means of physical presence or online notarization.



Notary Signature

Print Name: Rachael Bair

My Commission Expires: 5-29-2028



ACCEPTANCE BY CITY OF EUSTIS, FLORIDA

Michael Holland
Mayor/Commissioner

This _____ day of _____, 2024.

ATTEST:

Christine Halloran, CMC, City Clerk

Approved as to form and legality:

Sasha Garcia, City Attorney

Exhibit A

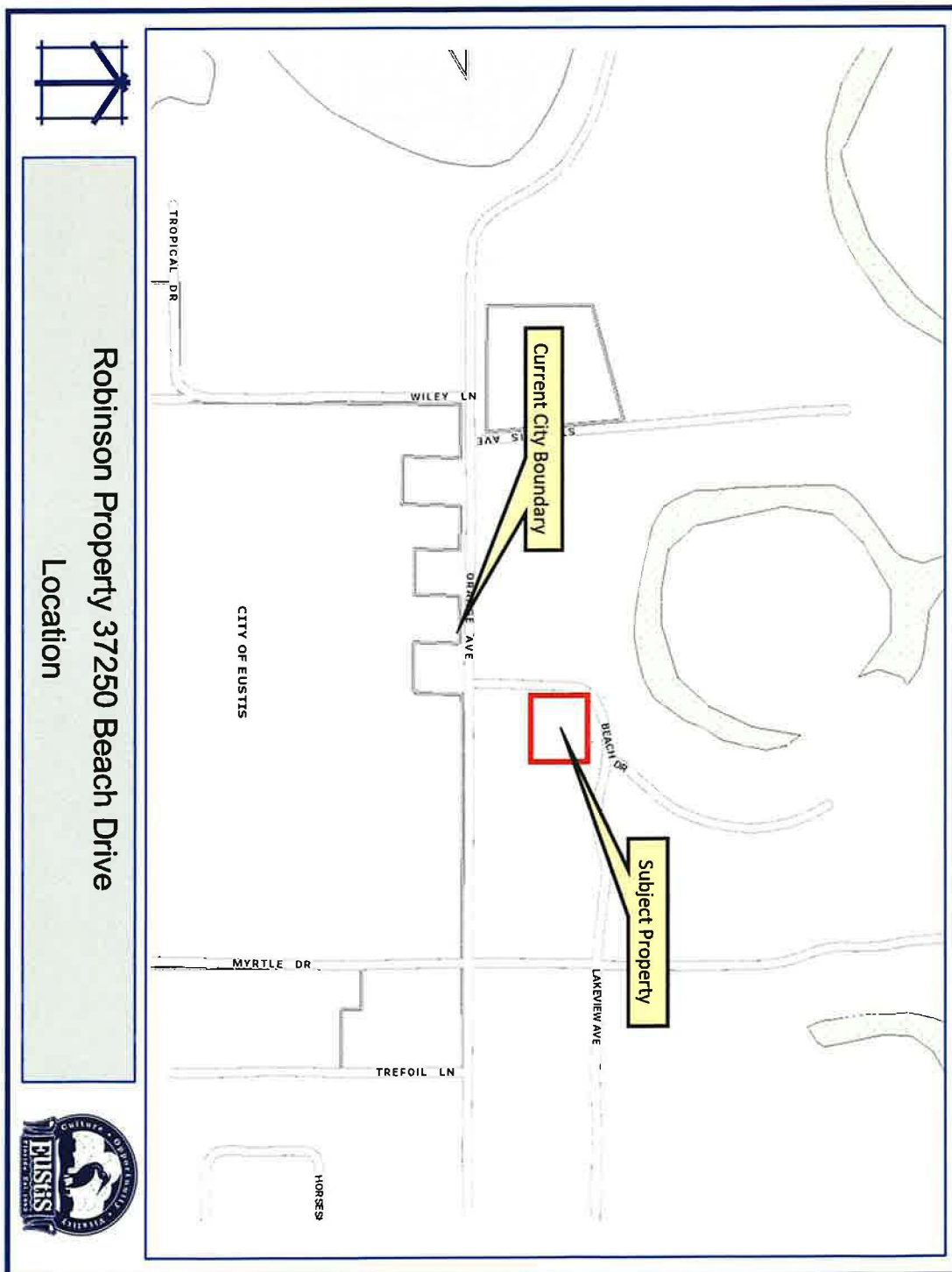
Tax Parcel Identification Number: 26-18-26-0600-000-05300
Alternate Key Number: 1734827

Legal Description:

Silver Lake Park Lots 53, 54, 55 PB 6 PG 16 ORB 1753 PG 1527

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

Exhibit B Location Map





City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Thomas Carrino, City Manager

Date: July 18, 2024

RE: Resolution Number 24-47: Extending the cash management and banking services contract with TD Bank for an additional 5-year term through June 30, 2028

Introduction:

On July 2, 2015, the City entered into a contract with TD Bank to provide cash management and banking services. On October 21, 2021 the contract was extended for an additional two years through June 30, 2023. The City's current agreement with TD Bank is now expired. TD Bank has offered to extend the contract for an additional five years upon mutual consent of both parties. This would extend the agreement through June 30, 2028. The terms of the contract for services will remain the same as the original agreement.

Recommended Action:

Staff recommends approval of Resolution Number 24-47 extending the cash management and banking services contract with TD Bank for an additional five years through June 30, 2028.

Background:

On April 27, 2015, the City issued an RFP to determine optimum cash management and banking options. TD Bank was the most responsive and responsible bidder and was awarded the contract based upon the following criteria of the RFP: the bank must be a Qualified Public Depository (QOD), the cost of services, interest rate guaranteed on available balances, and responsiveness to the customer. The contract was renewed on October 21, 2021 for a two-year term ending June 30, 2023.

Since 2015, TD Bank has successfully fulfilled the commitments in its proposal and has exceeded the City's expectations in all material aspects. TD Bank maintains its status as a QPD and has maintained rates as presented in the 2015 proposal. In June 2023, with the assistance of Tryon Clear View Group, the City renegotiated the terms of the interest rate. Instead of earning an interest rate of 3.35% based on the compensating balance (non-interest-bearing funds required to offset the cost of monthly fees), the City now pays monthly fees and earns an interest rate of 3.65% on the entire balance. Since June 2023, the average interest received has increased in excess of \$47,000 per month while fees have remained the same.

Recently, the City purchased several CD's with TD Bank. These investments have laddered maturity dates, have interest rates varying from 5.03% to 5.24% and are very safe. The CD rates are comparable to US Treasury rates and funds are invested locally.

FS 280 addresses Security for Public Deposits. A QPD may not accept or retain any public deposits required to be secured unless it deposits with the Chief Financial Officer of the State of Florida eligible collateral. This protects the City under the State of Florida. Each year the City files a QPD Annual Report to the Chief Financial Officer. TD Bank remains in compliance with FS 280.

With regard to customer service, TD Bank has been extremely helpful and responsive and has provided exemplary service across the board. TD Bank also collaborated with the City to significantly increase account security and continues to implement more stringent security protocols.

Members of both the Government Banking team and local office have kept in contact and are accessible when needed and are proactive in notifying the City of any issues.

Alternatives:

- 1) Approve Resolution Number 24-47 and extend the contract with TD Bank for five more years.
- 2) Reject Resolution Number 24-47 and provide further direction to staff.

Discussion of Alternatives:

- 1) Alternative 1 extends the contract now in place with TD Bank for cash management and banking services through June 30, 2028.

Advantages:

- The City continues with the same rates offered in 2015;
- City benefits from valuable continuity with a quality, proven, and trusted banking institution;
- The City will continue to benefit from increased interest earnings as a result of the newly implemented interest rate structure;
- The City will continue to benefit from exceptional customer service and a banking partner that is committed to security of the City's assets. TD Bank has proven to be proactive in notifying the City of any unusual transactions;
- The City will not experience a disruption in the day-to-day operations of the City's finance and banking functions;
- The cost and personnel efforts associated with changing banks can cause potential disruptions keeping two accounts going for Operations;
- The contract with TD Bank has lapsed. TD Bank is willing to continue with 2015 pricing;
- Staying with TD Bank keeps funds at a local bank.

Disadvantages:

- None

2) Alternative 2 does not extend the contract now in place with TD Bank.

Advantages:

- The City may receive lower banking fees however, that is unlikely given that the rates being offered are the same as in the original 2015 agreement.

Disadvantages:

- The contract with TD Bank has lapsed and, at some point, the TD Bank may no longer offer the existing favorable terms, programs, and security measures it currently offers;
- The City may receive less favorable banking fee terms should we go out to bid;
- Interest rates may come in lower thereby decreasing interest revenue;
- A new bank may not offer the same interest rate program;
- Funds may not be kept locally at a new bank.

Budget Impact:

There is no budget impact that would result from this action.

Prepared by:

Lori Carr, Finance Director

RESOLUTION NUMBER 24-47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA EXTENDING THE CASH MANAGEMENT AND BANKING SERVICES CONTRACT WITH TD BANK FOR AN ADDITIONAL FIVE-YEAR TERM THROUGH JUNE 30, 2028.

WHEREAS, on July 2nd, 2015 the City of Eustis awarded its cash management and banking services functions to TD Bank for a three-year term from July 20, 2015 and was extended through June 30, 2021; and

WHEREAS, the Contract in place with TD Bank was extended under the same terms from the original contract through June 30, 2023 upon consent of both parties; and

WHEREAS, the current Contract in place with TD Bank expired on June 30, 2023; and

WHEREAS, TD Bank has agreed to renew the Contract with the same terms offered in 2015; and

WHEREAS, services provided by TD Bank have been exemplary and highly beneficial to the City in terms of banking, cash management, interest earnings, reporting and monitoring, and access for local delivery of daily deposits; and

WHEREAS, staff recommends exercising the option to extend the contract for an additional five-year term through June 30, 2028.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of Eustis, Lake County, Florida does hereby approve and authorize the City Manager to extend the contract with TD Bank for cash management and banking services for the additional five-year term through June 30, 2028.

DONE AND RESOLVED this 18th day of July, 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 ____ day of _____ 2024, by Michael L. Holland., Mayor/Commissioner, 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, but I have not performed an independent title examination as to the accuracy of the Legal Description.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-47 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran,
City Clerk



**AMENDMENT TO
CASH MANAGEMENT MASTER AGREEMENT**

CITY OF EUSTIS ("CUSTOMER") AND TD BANK, N.A. ("BANK") HAVE PREVIOUSLY ENTERED INTO THAT CERTAIN CASH MANAGEMENT MASTER AGREEMENT DATED SEPTEMBER 30, 2015 AND ADDENDUM DATED OCTOBER 5, 2016 (COLLECTIVELY THE "AGREEMENT") AND DESIRE TO AMEND THE AGREEMENT BY MODIFYING THE SECTIONS INDICATED BELOW, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT, THE RULES, AND THE APPENDICES ASSOCIATED WITH SUCH SERVICE(S), WHICH APPENDICES ARE HEREBY EXPRESSLY INCORPORATED INTO THE AGREEMENT BY REFERENCE.

Capitalized terms not otherwise defined have the meanings assigned to them in the Agreement.

The following Sections of the Agreement are amended:

14. Term and Termination.

14.1 The expiration of the Extended Term will be June 30, 2023. Upon mutual agreement of Bank and Customer this Extended Term may be renewed for an additional five (5) year term, with an expiration date of June 30, 2028.

All other language in each of the Sections of the Agreement above and any other Sections of the Agreement continue to operate in full force and effect.

IN WITNESS WHEREOF, Customer and Bank have duly caused this Amendment to be executed by an Authorized Representative.

CITY OF EUSTIS

TD BANK, N.A.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: JULY 18, 2024

RE: Resolution Number 24-52: Utilities Administration Headquarters Building

Introduction:

Resolution Number 24-52 authorizes the award of Bid Number 007-24 to GSB Construction & Development, Inc. with a base bid of \$1,056,000 for the Utilities Administration Headquarters Building Project, authorizes a Budget Transfer in the amount of \$256,000, and authorizes the City Manager to execute all agreements with GSB Construction & Development, Inc. to complete this project.

Background:

The new Utilities Administration Headquarters Building located at the 901 Bates Avenue Compound will provide an expanded office space for Department Leads and Assistants including four administrative offices, lobby, large conference room, printer/plotter room, server room, and restrooms. The building will also serve as a secure shelter for on-site personnel during hurricanes and other major storms. The conference room will provide enough space for responders to reside during “lock-ins” while waiting to be deployed after the storm. The description of work for Bid Number 007-24 includes the following:

- General Construction including concrete, masonry, carpentry, and earthwork
- HVAC, Plumbing, and Electrical
- Temperature Controls and Thermal and Moisture Protection including insulation, weather barriers, and flashing/trim
- Openings and Finishes including doors, impact resistant windows, hardware, tiling, and painting
- Specialties including extruded canopies and signage
- Permitting

Five bids were received by licensed contractors during the April 16, 2024 bid opening for the project. The total base bids from the five contractors ranged from a low of \$1,056,000 to a high of \$1,559,007. City staff is confident that they received competitive pricing and reasonable bids. GSB Construction & Development, Inc. submitted the lowest total base bid of \$1,056,000. In reviewing GSB Construction & Development Inc.’s bid package, no deficiencies were noted. The City’s purchasing policies require that the Commission approve any purchase that exceeds \$50,000.

Recommended Action:

Staff recommends approval of Resolution Number 24-52.

Policy Implications:

Not applicable.

Alternatives:

- 1.) Approve Resolution Number 24-52
- 2.) Deny Resolution Number 24-52

Budget/Staff Impact:

The approved budget has allocated funds of \$256,000 for construction of the Utilities Administration Headquarters Building as shown below:

042-8600-533-66-44	Water Dept. Office & Compound CR44	\$800,000
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Additionally, the following Capital Project has been completed below budget and the following transfer is requested into Account 042-8600-533-66-44:

042-8600-535-66-86	Main WWTP Expansion	\$256,000
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Prepared By:

Olivia Kilgore, Administrative Assistant – Water Department

Reviewed By:

Rick Gierok, P.E., Director of Public Works, City Engineer
Greg Dobbins, Deputy Director of Public Utilities

Attachment(s):

Resolution Number 24-52

Available Upon Request

Bids from Bid Number 007-24

RESOLUTION NUMBER 24-52

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING AWARD OF BID NUMBER 007-24 TO GSB CONSTRUCTION & DEVELOPMENT, INC. FOR THE UTILITIES ADMINISTRATION HEADQUARTERS BUILDING PROJECT, AUTHORIZING A BUDGET TRANSFER IN THE AMOUNT OF \$256,000, AND APPROVING A PURCHASE IN EXCESS OF \$50,000

WHEREAS, the City's approved Capital Improvement Budget includes funds for construction of the Utilities Administration Headquarters building; and

WHEREAS, the new building will provide an office space for all Department Leads and Assistants, as well as a storm shelter for on-site employees during hurricanes and other major storms; and

WHEREAS, the City of Eustis, Florida advertised invitations to bid (City of Eustis Bid Number 007-24) for the Utilities Administration Headquarters Building Project in accordance with City purchasing policies; and

WHEREAS, the City received and opened five (5) individual responses to said Invitation to Bid, on Tuesday, April 16, 2024; and

WHEREAS, GSB Construction & Development, Inc. is the lowest responsive, responsible bidder for the construction plans and possesses the required qualifications to perform the construction services necessary and to provide products and equipment as noted in the design specifications; and

WHEREAS, Staff is requesting a fund transfer totaling \$256,000 from the following Capital Project: Main WWTP Expansion (#042-8600-535-66-86) into Water Dept. Office & Compound Project Fund (#042-8600-533-66-44).

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

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

- (1) The City Commission hereby authorizes the award of Bid Number 007-24 to GSB Construction & Development, Inc. in the amount of \$1,056,000 for the Utilities Administration Headquarters Building Project; and
- (2) The City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the approved purchase; and
- (3) The City Manager is hereby authorized to approve a budget fund transfer totaling \$256,000 as follows:

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-52 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: July 18, 2024

RE: Resolution Number 24-53: Approval of a budget amendment to the FY 2023-2024 transfer of forfeited funds in the amount of \$12,000.00 for the Marc Metro LLC and other drug prevention programs through the Eustis Police Department

Introduction:

Resolution Number 24-53 approves a budget amendment to the FY 2023-2024 Police Forfeiture budget in order to account for State and Federal receipt and expenditures of monies taken from forfeitures of contraband seized. The allocation of \$12,000 from Police Forfeited Funds will be donated to the Marc Metro LLC and other drug prevention programs through the Eustis Police Department. Marc Mero reaches out to students at a heart level and gives them tools and inspiration to face everyday challenges and view their life from a new perspective. Marc shares his captivating journey with audiences worldwide and inspires people to examine their life choices. Listeners feel a greater sense of appreciation toward their relationships and the “gift of time” – and are empowered to make a difference in their personal life, school, career, and community.

Recommended Action:

The administration recommends approval of Resolution Number 24-53.

Background:

The State of Florida created the Florida Contraband Forfeiture Act, as Florida Statutes 932.701 through 932.707, effective on July 1, 1980. There are a number of codified restrictions and limitations to the use of the forfeited assets per Florida Statutes. One particularly significant restriction is that funds acquired from forfeited property may not be used to supplant the budget of an agency.

Florida State Statute 932.7055 states “If the seizing agency is a county or municipal agency, the remaining proceeds shall be deposited in a special law enforcement trust fund established by the board of county commissioners or the governing body of the municipality. Such proceeds and interest earned therefrom shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. The proceeds and

interest may not be used to meet normal operating expenses of the law enforcement agency.”

The State Statute also indicates “These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff’s office or police department by the board of county commissioners or the governing body of the municipality.”

On March 18th, 2010, the City Commission approved Resolution 10-17 which established a standard policy regarding the expenditure and disposition of the funds and property awarded to the City of Eustis pursuant to the Florida Contraband Forfeiture Act and the U.S. Department of Justice Asset Forfeiture Act and in accordance with current Florida State Statutes specifically related to Forfeiture Funds expenditure.

The approved resolution provides detailed guidelines for the use of monies within the Police Forfeited Funds account. The resolution further provides the Chief of Police for the City of Eustis can determine the needs for the use of funds.

A review of the current amount in the Police Forfeited Funds accounts shows an amount greater than the requested \$12,000.00. The appropriation of \$12,000.00 from the Police Forfeiture Fund into the Community Donations (account number 012-2180-521-30-58) of the Police Department will be completed for receipt and expense recording only and is not used to supplement the standard community donation budget. This transfer is authorized through the approval of Resolution Number 24-53. There are many authorized uses of these forfeited monies, to wit community engagement is one of the uses.

Budget/ Staff Impact:

The transfer of \$12,000.00 from the Police Forfeiture Fund account will provide drug prevention programs for the City of Eustis residents. By completing the transfer into the account listed above, the City of Eustis Police Department will have the necessary documentation and receipt of the expenditure of funds required by State Statute and Federal Rule.

Reviewed By:

Chief Craig A. Capri, Chief of Police

Prepared By:

Chief Craig A. Capri, Chief of Police

RESOLUTION NUMBER 24-53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO THE FISCAL YEAR 2023-24 POLICE FORFEITURE FUND BUDGET IN ACCORDANCE WITH RESOLUTION NUMBER.

WHEREAS, THE City of Eustis passed Resolution Number 24-53 to account for State and Federal receipt and expenditures of monies taken from forfeitures of contraband seized; and

WHEREAS, the Chief of Police for the City of Eustis has determined that the Department will donate monies from the forfeiture funds to the Marc Metro LLC and other drug prevention programs through the Eustis Police Department.

WHEREAS, Generally Accepted Accounting Principles necessitates that the available funds are within the cash reserves, in the Police Forfeiture Fund is sufficient to cover the cost of the donation in the amount of \$12,000.00; requiring the funds to be appropriated through an amendment to the Fiscal Year 2023-24 Police Forfeiture Fund for documentation of expenditure and receipt per established guidelines.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Lake County, Florida, that the Finance Director is hereby authorized to:

Amend the Fiscal Year 2023-24 Police Forfeiture Fund Budget by recognizing \$12,000 to be appropriated as an expenditure in the operating account of the Fund.

DONE AND RESOLVED, this day of July 18, 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 18th day of July, 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.

Date

City Attorney’s Office

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-53 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Date

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: July 18, 2024

RE: Resolution Number 24-56: Bid Award #009-24 and Approval of a Purchase in Excess of \$50,000 for Fire Station Number 22 Emergency Generator

Introduction:

Resolution Number 24-56 authorizes the award of Bid #009-24 to CJ's Sales & Services of Ocala, FL in the amount of \$51,877.78 for an emergency generator at Fire Station Number 22 and authorizes the City Manager to execute an agreement with CJ's Sales & Services.

Background:

The back-up generator at Fire Station Number 22 is 21+ years old. It requires constant maintenance and it has exceeded its lifespan, leaving the fire station unprotected from loss of power. Fire Station Number 22 must have backup power to ensure the continuity of City emergency response operations. A new generator will allow the fire station to remain operational during future power outages.

In anticipation of purchasing the new generator, staff has secured a Hazard Mitigation Grant from the State of Florida Division of Emergency Management (FDEM), Contract #H0935, for the amount of \$28,221.90. This amount will be awarded to the City of Eustis as reimbursement after we purchase the generator. (see attached)

City Bid Number 009-24 was published on May 24, 2024, requesting proposals for a 60kW 120/240 one-phase generator to include a complete setup, including the removal of the current generator and installation of a new one that meets the specifications of the old one. The existing concrete slab is sufficient to hold the new machine, and the copper wiring that connects the old automatic transfer switch (ATS) to the building is to be re-used. Any connections between the new ATS and the generator will be new.

Bid opening was on June 19, 2024 at 3 p.m. The City received three offers with the lowest bid coming in from CJ's Sales and Service of Ocala, Florida at \$51,877.78. The approved 2023-2024 budget has \$25,000 programmed for the purchase of a new generator in account #010-8600-522-60-14. Staff is requesting a budget amendment for the remaining balance of \$28,221.90 recognizing the HMPG Grant revenue.

The City Purchasing Ordinance requires that the Commission approve any purchase that exceeds \$50,000.

Recommended Action:

Staff recommends approval of Resolution Number 24-56.

Budget/Staff Impact:

Partial funds for this purchase were included in the approved 2023-2024 Capital Improvement Budget. For the remaining balance, Staff is requesting a budget amendment of \$26,877.78 to recognize the HMPG Grant revenue as shown below:

**2023-2024
BUDGET AMENDMENT:**

GRANT REVENUE = \$28,221.90
into
Acct #010-8600-522-60-14

<u>2023-2024 Budget</u>		<u>This Amendment</u>		<u>Revised Budget</u>
\$25,000	+	\$28,221.90	=	\$53,221.90

Prepared By:
Sally Mayer, Administrative Assistant, Public Utilities

Reviewed By:
Rick Gierok, P.E. - Director, Public Works and Utilities
Daniel Millan, Staff Engineer

Attachments:
Resolution Number 24-56
HMPG Grant Award Contract Number H0935

Bid #009-24 Specifications – upon request

RESOLUTION NUMBER 24-56

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AWARING BID NUMBER 009-24 TO CJ'S SALES AND SERVICES FOR THE PURCHASE OF AN EMERGENCY GENERATOR FOR FIRE STATION NUMBER 22, AUTHORIZING A BUDGET AMENDMENT FOR THIS PURCHASE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS AND CONTRACTS ACCORDING TO THE CONTRACT DOCUMENTS.

WHEREAS, the City of Eustis, Florida, advertised invitations to bid for the purchase, complete set-up and installation of an emergency generator for Fire Station Number 22; and

WHEREAS, the City received three bids on June 19, 2024, in response to said invitation; and

WHEREAS, CJ's Sales and Services of Ocala, Florida was the bidder offering the best price, and possesses the required qualifications to perform the complete set-up, including the removal of the old generator and installation of a 60kW 120/240 one-phase generator; and

WHEREAS, CJ's Sales and Service's bid was the lowest received at \$51,877.78; and

WHEREAS, the approved 2023-2024 CIP budget has \$25,000 targeted for the costs associated with the purchase and complete installation of the emergency generator for Fire Station Number 22; and

WHEREAS, staff has secured a Hazard Mitigation Grant from the State of Florida Division of Emergency Management (FDEM), Contract #H0935, for the amount of \$28,221.90, to be awarded as reimbursement after the purchase; and

WHEREAS, Staff is requesting a 2023-2024 CIP Budget Amendment for Account Number 010-8600-522-60-14 to recognize the \$28,221.90 revenue from this Grant; and

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

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

- (1) That the City Manager is hereby authorized to accept the bid from CJ's Sales and Services based on qualifications and the rate quoted in the bid tabulation for the purchase, complete set-up and installation of a 60kW 120/240 one-phase generator for Fire Station Number 22.

- (2) That the City Manager is hereby authorized to execute all agreements and contracts associated with this project with CJ's Sales and Services of Ocala, Florida, according to the advertised scope of work.
- (3) That the City Finance Director is hereby authorized to amend the 2023/2024 CIP Budget recognizing the awarded Florida Hazard Mitigation Grant Funds as revenue in the amount of \$28,221.90 for Account Number 010-8600-522-60-14.

DONE AND RESOLVED, this 18th day of July, 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 18th day of July, 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, of the City of Eustis, Florida, 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

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-56 is hereby approved, and I hereby certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

June 21, 2023

Mr. Rick Gierok
Public Works Director
10 N Grove Street
Eustis, FL 32727

Re: Project #4486-038-R, City of Eustis

Dear Mr. Gierok:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0935 between City of Eustis and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Gabrielle.Edmundson@em.myflorida.com. The Project Manager for this contract is:

Gabrielle Edmundson, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Gabrielle Edmundson at (850) 347-2437.

Respectfully,

Laura Dhuwe

Digitally signed by Laura Dhuwe
Date: 2023.06.21 14:13:43 -04'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Agreement Number: H0935
Project Number: 4486-038-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient’s name:	City of Eustis
Sub-Recipient’s unique entity identifier (UEI/FEIN):	KEGLBNGJMMJ5/ 59-6000316
Federal Award Identification Number (FAIN):	FEMA-DR-4486-FL
Federal Award Date:	November 16, 2022
Subaward Period of Performance Start and End Date:	Upon execution through September 30, 2025
Amount of Federal Funds Obligated by this Agreement:	\$28,221.90
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$29,571.90
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$29,571.90
Federal award project description (see FFATA):	Generator
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Maria.Kimball@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Eustis, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Maria Kimball
 Project Manager
 Bureau of Mitigation
 Florida Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, FL 32399
 Telephone: (850) 426-4275
 Email: Maria.Kimball@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
 Community Program Manager
 Bureau of Mitigation
 Florida Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, FL 32399
 Telephone: 850-815-4503
 Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Rick Gierok
Public Works Director
10 N Grove Street
Eustis, FL 32727
Telephone: (352) 483-5480
Email: gierokr@ci.eustis.fl.us

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on September 30, 2025, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$28,221.90**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
 - ii. The costs are equitably allocated to all related activities, including Federal awards; and,
 - iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.
- h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:
- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

a) Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

b) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at

<https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF EUSTIS

By: Tom Carrino
Name and Title: Tom Carrino, City Manager
Date: 5/23/23
FEID#: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe
Date: 2023.06.21 14:13:27 -04'00'
Name and Title: Kevin Guthrie, Director
Date: 21-JUN-2023
Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 28,221.90**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Generators for Critical Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to Fire Station 22, in Eustis, Lake County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-038-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Eustis, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to Fire Station 22 located at 100 West North Avenue, Eustis, Florida 32726. Coordinates: (28.845203, -81.686747).

The HMGP project shall provide protection by purchasing and installing a 60-kW permanent natural gas generator, or the adequate size determined by the vendor and an electrical engineer during the bid process to appropriately support the critical facility. The generator shall be installed on the existing concrete pad, including an automatic transfer switch, and electrical connections. Currently, there is an old generator with problems that require constant maintenance and needs to be replaced due to its age. The existing generator is ~21 years old and has exceeded its lifespan leaving the building unprotected from loss of power. Fire Station 22 must have backup power to ensure the continuity of city emergency response operations. The project shall allow the city to maintain the fire station operational during future power outages.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- d) Signed and Sealed copy of the As-built plans, as applicable.
- e) Certified Letter of Completion, as applicable:
 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 2. Certifying Compliance with all applicable codes.
- f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

- g) Verification letter or documentation showing unusable equipment, debris, materials, petroleum products, hazardous materials, and toxic wastes were handled, managed, and disposed of in an appropriate manor and include the name or WACS ID of any disposal site.
 - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly

shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to Fire Station 22 in Eustis, Florida 32726, by installing a 60-kW permanent natural gas generator or the adequate size determined by the vendor and/or an electrical engineer during the bid process to provide backup power in the event power is lost. The generator shall be installed on the existing concrete pad with all equipment and accessories necessary for its operation, including an automatic transfer switch.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, the Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Special Condition required on implementation of project:
 - a) **Executive Order 11988-Floodplains:** Generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Sub-Recipient must submit documentation to the Division documenting which protection option was selected. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**
 - b) **RCRA CONDITION:** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, the Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials, and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state, and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) **Monitoring Required: No**
- 9) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

- b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
- c) SRMC cannot exceed 5% of the total project costs awarded.
- d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
- e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
- f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-038-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on November 16, 2022; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **September 30, 2025**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	4	Months
Construction / Installation:	12	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	34	Months

BUDGET**Line Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$30,000.00	\$27,000.00	\$3,000.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$0.00	\$0.00	\$0.00
Initial Agreement Amount:	\$30,000.00	\$27,000.00	\$3,000.00
***Contingency Funds:	\$1,500.00	\$1,350.00	\$150.00
Project Total:	\$31,500.00	\$28,350.00	\$3,150.00
****SRMC			
SRMC:	\$1,221.90	\$1,221.90	
SRMC-Pre-Award:	\$0.00	\$0.00	
SRMC Total:	\$1,221.90	\$1,221.90	

*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

*** **This project has an estimated \$1,500.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00

**** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$1,221.90 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$28,350.00	(90.00%)
Non-Federal Share:	\$3,150.00	(10.00%)
Total Project Cost:	\$31,500.00	(100.00%)
<hr/>		
SRMC (100% Federal)	\$1,221.90	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
- i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Eustis

REMIT ADDRESS: 10 N Grove Street

CITY: Eustis STATE: FL ZIP CODE: 32727

PROJECT TYPE: Generator PROJECT #: 4486-038-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0935

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
 Total of Previous SRMC to Date: _____ (SRMC Federal)
 Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 90%	Obligated Local Non-Federal 10%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	_____ DIVISION DIRECTOR
APPROVED FOR PAYMENT \$ _____	_____ DATE

**Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Eustis PAYMENT #: _____
 PROJECT TYPE: Generator PROJECT #: 4486-038-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0935

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents</i> <i>%</i> <i>completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of Eustis

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Eustis PROJECT #: 4486-038-R
PROJECT TYPE: Generator CONTRACT #: H0935
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING:

Advance Payment Information:

Advance Received [] N/A [] Amount: \$ Advance Settled? Yes [] No []

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$

Target Dates (State Agreement):

Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe Milestones achieved during this quarter:

Project Proceeding on Schedule? [] Yes [] No (If No, Describe under Issues below)

Percentage of Milestones completed to Date: %

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Table with 2 columns: Milestone, Dates (estimated). Rows include State Contracting, Closeout Compliance, and Estimated Project Completion Date.

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: [] Cost Unchanged [] Under Budget [] Over Budget

Cost / Financial Comments:

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: [] No Action Required, OR

[] Action Required:

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: %

Date Reviewed: Reviewer: Project Manager

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Eustis _____
Sub-Recipient's Name

H0935 _____
DEM Contract Number

4486-038-R _____
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4486-038-R
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$ 28,221.90
OBLIGATION/ACTION DATE: November 16, 2022
SUBAWARD DATE (if applicable): _____
UEID/SAM#: KEGLBNGJMMJ5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: N/A
DBA NAME (IF APPLICABLE): N/A
PRINCIPAL PLACE OF BUSINESS ADDRESS: N/A
ADDRESS LINE 1: N/A
ADDRESS LINE 2: N/A
ADDRESS LINE 3: N/A
CITY N/A STATE N/A ZIP CODE+4** N/A

PARENT COMPANY UEID/SAM# (if applicable): N/A
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): N/A

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to Fire Station 22 located at 100 West North Avenue, Eustis, Florida 32726. Coordinates: (28.845203, -81.686747).
The HMGP project shall provide protection by purchasing and installing a 60-kW permanent natural gas generator, or the adequate size determined by the vendor and an electrical engineer during the bid process to appropriately support the critical facility. The generator shall be installed on the existing concrete pad, including an automatic transfer switch, and electrical connections. Currently, there is an old generator with problems that require constant maintenance and needs to be replaced due to its age. The existing generator is ~21 years old and has exceeded its lifespan leaving the building unprotected from loss of power. Fire Station 22 must have backup power to ensure the continuity of city emergency response operations. The project shall allow the city to maintain the fire station operational during future power outages.
The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: 100 W Norton Ave
ADDRESS LINE 2: N/A
ADDRESS LINE 3: N/A
CITY Eustis STATE FL ZIP CODE+4** 32727-006

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE: 9

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion 09/30/2022)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1	Carrino, Thomas	City Manager	\$154,537.35
2	Gierok, Richard	Public Works Director	\$122,028.58
3	Capri, Craig	Police Chief	\$114,712.90
4	Sheppard, William	Finance Director	\$114,132.66
5	Howe, William	HR Director	\$107,386.84

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: Tom Carrino 

NAME AND TITLE: Tom Carrino, City Manager

DATE: 5/23/23



Florida Department of Environmental Protection FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM – Subaward to a Recipient

Required Signatures: **Original Ink Signature**

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Department of Environmental Protection (“DEP” or “Department”) must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the DEP through a Vendor relationship. Refer to 2 CFR Ch. 1 Part 170 Appendix A, Section I.c.3 for the definition of “subaward”.]

ORGANIZATION AND PROJECT INFORMATION:

The following information must be provided to the DEP prior to the DEP’s issuance of a subaward (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Department as requested. If you have any questions, please contact the DEP’s Procurement Administrator at 850/245-2361 for assistance.

DUNS# *: 949368294

DUNS+4#:

* If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the webform (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Eustis

DBA NAME (IF APPLICABLE): N/A

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 10 N grove St

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY: Eustis STATE: FL

ZIP CODE+4**: 32727-0061

PARENT COMPANY DUNS# (IF APPLICABLE):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (UP TO 4000 CHARACTERS):

The City of Eustis Fire Station 22 needs a generator in case of loss of power. Fire Station 22 will protect and shelter city personnel and emergency response teams in the event of a major storm. The City of Eustis has experienced loss of power in the past due to major storms. This grant will help fund the purchase of a new generator

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM DEP- 55-230 Continued

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: 100 W Norton AveADDRESS LINE 2: N/AADDRESS LINE 3: N/ACITY: EustisSTATE: FloridaZIP CODE+4**: 32726-0061

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

Florida District 6

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; *and*, (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT FORM DEP 55-230 Continued

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion (mm/dd/yyyy): 09/30/2022)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1	CARRINO, THOMAS	CITY MANAGER	154,537.35
2	GIEROK, RICHARD	PUBLIC WORKS DIRECTOR	122,028.58
3	CAPRI, CRAIG	POLICE CHIEF	114,712.90
4	SHEPPARD, WILLIAM	FINANCE DIRECTOR	114,132.66
5	HOWE, WILLIAM	HUMAN RESOURCES DIRECTOR	107,386.84

THE UNDERSIGNED AS (enter position title) _____

OF (enter Business Name) _____

CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

Type or Print Name: Tom Carrino

Signature, Title and Date: Toulon, City Manager, 5/23/23

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- j) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- k) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, Tom Carrino, City of Eustis City Manager, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Tom Carrino
Signature of Sub-Recipient/subcontractor's Authorized Official

Tom Carrino, City Manager
Name and Title of Sub-Recipient/subcontractor's Authorized Official

6/6/23
Date

ARTICLE IV. - THE CITY MANAGER

Section 1. - The city manager; qualifications.

The city manager shall be chosen by the city commission solely on the basis of his executive and administrative qualifications with special reference to his actual experience in, or his knowledge of, accepted practice in respect to the duties of the city manager's office as hereinafter set forth. At the time of his appointment, he need not be a resident of the city or state but during his tenure of office, he shall reside within the city.

Section 2. - City manager.

There shall be a city manager who shall be the chief administrative officer of the city. No commissioner shall receive such appointment during the term for which he shall have been elected, nor within one (1) year after the expiration of his term. The city manager shall be responsible to the city commission for the administration of all city affairs placed in his charge by or under this Charter.

Section 3. - Appointment; removal; compensation.

- (a) *Appointment.* The city commission shall appoint a city manager for an indefinite term by the majority vote of all the commissioners.
- (b) *Removal.* The city commission may remove the city manager by a majority vote of all the commissioners. The city commission shall by a majority vote of all the commissioners adopt a preliminary resolution setting the date, time and place of a vote to remove the city manager. The meeting to vote for removal shall be held not earlier than fourteen (14) days nor later than twenty-one (21) days from date of adoption of the preliminary resolution. Upon demand by the city manager, in writing, addressed to the city and delivered to the mayor no less than seven (7) days prior to the public meeting, a public hearing shall be held at the meeting prior to the vote to remove the city manager.
- (c) *Compensation.* The compensation of the city manager shall be fixed by the city commission.
- (d) *Evaluation.* The city commission shall evaluate the performance of the city manager every twelve (12) months and shall cause a written report of the city commission's finding to be placed in the city manager's personnel file and record.

Section 4. - Acting city manager.

- (a) *Disability or temporary absence.* By letter filed with the city commission, the city manager shall recommend, subject to approval of the city commission, a qualified city administrative officer to exercise the powers and perform the duties of city manager during his temporary absence or disability. During such absence or disability, the city commission may revoke such designation at any time and appoint any qualified person to serve until the city manager shall return or his disability shall cease.
- (b) *Removal of manager.* If the city manager is removed, the city commission shall appoint a qualified person to exercise the powers and perform the duties of city manager until the appointment of a city manager.

Section 5. - Powers and duties of the city manager.

The city manager shall:

- (a) Appoint, and when he deems it necessary for the good of the city, suspend or remove all city employees and appointive administrative officers, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter. The appointment, suspension, or removal of the finance director or city clerk shall require the prior approval by a majority of all the commissioners.

- (b) Create, organize, and abolish such administrative divisions, within which departments are assigned, as he deems necessary; and direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by this Charter or by law.
- (c) Attend all city commission meetings and shall have the right to take part in discussion, but shall have no vote. In the event of the temporary absence of the city manager, the city manager's designee shall attend such meeting.
- (d) See that all laws, provisions of this Charter and acts of the city commission, subject to enforcement by him or by officers subject to his direction and supervision, are faithfully executed.
- (e) Prepare and submit the annual budget, budget message, and capital program to the city commission.
- (f) Submit to the city commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (g) Make such other reports as any two or more members of the city commission may require concerning the operations of city departments, offices and agencies, subject to his direction and supervision.
- (h) Keep the city commission advised as to the financial condition and future needs of the city and make recommendations to the city commission concerning the affairs of the city.
- (i) Sign contracts on behalf of the city pursuant to authority of the city commission.**
- (j) Perform such other duties as are specified in this Charter, the laws of the State of Florida, or required by the city commission.

Section 6. - Management and control of city public utilities.

The city manager shall manage and control all city-owned public utilities operated and managed by the city, and the office of the city manager shall be charged with the management and operation of all public works, charitable and correctional institutions and agencies of the city, subject to regulations prescribed by ordinance; shall enforce all laws, ordinances, and regulations relative to the preservation and promotion of public health; shall manage or inspect water, lighting, heating, power and transportation enterprises of the city; shall manage and control the use, construction, improvement, repair and maintenance facilities of the city, including parks, playgrounds and public gymnasiums, and social centers. The city manager shall manage and supervise all public improvements, works and undertakings of the city except as otherwise provided in this Charter.

Section 7. - Administrative departments.

There shall be a department of finance, police department, fire department, water and sewer department, department of public works and such other departments as may be established by ordinance upon the recommendation of the city manager.

Section 8. - Directors and departments.

At the head of each department, there shall be a director who shall be an officer of the city, and shall have supervision and control of the department subject to the city manager.

Two (2) or more departments may be headed by the same individual, the city manager may head one (1) or more departments, and directors of departments may also serve as chiefs of divisions.

Section 9. - City commission not to interfere in appointments or removals.

Neither the city commission nor any of its members shall direct or request the appointment of any person to or his removal from, office by the city manager or by any of his subordinates, or in any manner take part in the appointment or removal of officers or employees in the administrative service of the city. Except for the purpose of inquiry, the city commission and its members shall deal with the administrative service solely through the city manager and neither the city commission nor any member thereof shall give orders to any subordinates of the city manager, either publicly or privately. Any commissioner violating the provisions of this section, or voting for a resolution or ordinance in violation of this section shall constitute grounds for recall.



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: July 18, 2024

RE: Resolution Number 24-61: Approval of Purchase in Excess of \$50,000 for Change Order Numbers 1 and 2 for Additional Construction Services for the Coolidge Street Utility Improvements Project

Introduction:

Resolution Number 24-61 authorizes the execution of Change Orders Number 1 and 2 for the Coolidge Street Utility Improvements Construction and a budget transfer to cover additional labor and materials for added sewer piping and manhole installations on Getford Road due to utility conflicts.

Background:

Resolution Number 23-83 awarded Bid Number 011-23 to Cathcart Construction Company (the Contractor) of Winter Springs, Florida, for the Coolidge Street Utility Improvements Construction. The scope of work includes the construction of a new sewer system of gravity sewers, sewer manholes and a new water system along Getford Road, Coolidge Street, and a brief segment of Bates Avenue. This project is currently in the Construction Phase.

On March 27, 2024, the Contractor encountered underground utility conflicts where the original design for the sewer alignment and manhole placement was in direct conflict with an existing reclaim water main and a fiber optic line. As a result, the Contractor submitted a request for more information (RFI #4), proposing an adjustment of the sewer pipe alignment and an additional manhole between Louis Court and Coolidge Street, of which both Staff and the City Engineer approved.

Change Order Number 1 is for the amount of \$32,870, which covers the cost of labor and materials for the additional required 15-inch PVC pipe. Change Order Number 2 will cover the cost of the new manhole for a total of \$28,000. Cumulatively, these two Change Orders exceed \$50,000, with a sum of \$60,870.

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

Budget/Staff Impact:

The current FY23-24 CIP has a budget total of \$3,880,450 as follows:

042-8600-533-65-83	Coolidge Water Main Expansion	\$1,940,225
042-8600-535-66-46	Coolidge Sewer Main Expansion	\$1,940,225

Staff is requesting a budget transfer of \$60,870 from Account Number 042-8600-533-65-84 (Utility Relocation) into 042-8600-535-66-46 (Coolidge Sewer Main Expansion) for the additional costs of this construction project.

The budget transfers requested above will result in a total project budget of \$3,941,320.

Prepared By:

Daniel Millan, Staff Engineer – Public Utilities

Reviewed By:

Rick Gierok, Director of Public Works – City Engineer

Sally Mayer, Administrative Assistant, Public Utilities

Attachments:

- Resolution Number 24-61
- Upon Request: Cathcart Construction Company's Proposal for Coolidge Street Utility Improvements

RESOLUTION NUMBER 24-61

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A PURCHASE IN EXCESS OF \$50,000 TO APPROVED CHANGE ORDERS #1 AND #2 FOR ADDITIONAL CONSTRUCTION COSTS FOR THE COOLIDGE STREET UTILITY IMPROVEMENT PROJECT, AND AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE THE REQUESTED BUDGET TRANSFER.

WHEREAS, the City Commission awarded Eustis Bid Number 011-23 to Cathcart Construction Company for the Coolidge Street Utility Improvements Project with Resolution Number 23-83; and

WHEREAS, Cathcart Construction Company has encountered underground utility conflicts that was omitted on the original design plans, and has submitted a request for two change orders to their contract; and

WHEREAS, Change Order Number 1 is for the amount of \$32,870, which covers the cost of additional labor and materials; and

WHEREAS, Change Order Number 2 is for the amount of \$28,000, which covers the cost of an additional manhole; and

WHEREAS, Staff is requesting a budget transfer of \$60,870 from Account Number 042-8600-533-65-84 (Utility Relocation) into 042-8600-535-66-46 (Coolidge Sewer Main Expansion) for the additional costs of these two construction related change orders; and

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

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

- (1) The City Commission hereby approves a purchase in excess of \$50,000 and authorizes the City Manager to execute Change Orders One and Two, submitted by Cathcart Construction, for necessary additional construction costs related to the Coolidge Street Utility Improvements Project; and
- (2) The City Finance Director is hereby authorized to execute a budget transfer of \$60,870 from Account Number 042-8600-533-65-84 (Utility Relocation) into 042-8600-535-66-46 (Coolidge Sewer Main Expansion) for the additional costs of this construction project; and
- (3) The Purchasing Department is hereby authorized to add these funds to Purchase Order #24-00345 to complete the transaction in accordance with this resolution; and
- (4) That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 18th day of July, 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 18th day of July, 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 24-61 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: July 18, 2024

RE: Resolution Number 24-40: Creation of Fees for Electric Chargers

Introduction:

Resolution Number 24-40 establishes a user fee for public electric vehicle charging stations.

Background:

For several years, the City has offer public electric vehicle charging stations in the Downtown area. To this point, charging vehicles at those stations has been free to users. The City Commission has given direction to staff to institute a user fee to recoup the City's costs for the stations and the associated electricity.

Recently, the City has partnered with Optimus Energy Solutions to install three new ChargePoint electric vehicle charging stations. The five-year agreement with Optimus Energy Solutions is for \$6,300 per year. As part of the new agreement and equipment, staff is transitioning to the user fee model to cover the City's costs. The proposed fee is \$2.50 per hour for charging. Once the vehicle is fully charged, the user will be given a free 30-minute period to move the vehicle. If the vehicle remains connected after the 30-minute grace period, the user will continue to pay \$2.50 per hour. This fee structure will incentivize users to relocate vehicles after charging is complete.

It is estimated that this fee structure would generate approximately \$11,000 total per year, which should cover the costs of both the equipment and the associated electricity.

Recommended Action:

Approve Resolution Number 24-40.

Budget/Staff Impact:

The proposed user fee will generate approximately \$11,000 per year to cover the costs of both the equipment and electricity for the electric vehicle charging stations.

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Tom Carrino, City Manager

RESOLUTION NUMBER 24-40

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ADOPTING A USER FEE FOR PUBLIC ELECTRIC VEHICLE CHARGING STATIONS WITHIN THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is authorized to exercise its general police and financial powers, which include the ability to impose and collect fees; and

WHEREAS, in 2011 the City received a grant which covered the capital costs for the installation of electric vehicle charging stations for use by the public; and

WHEREAS, since the electric vehicle charging stations became operational for public use, the City has paid for all associated maintenance and operation costs; and

WHEREAS, the City has partnered with Optimus Energy Solutions and invested in new electric vehicle chargers as part of its commitment to support sustainable transportation and provide reliable charging options for the community; and

WHEREAS, the City Commission finds that it is appropriate to consider fees to recover costs associated with the annual maintenance, repair and cost of operation for the charging stations, and to assist with the expansion of its charging network for the benefit of the public and the environment; and

WHEREAS, the user fee is designed to promote fair usage and ensure the availability of charging stations for all EV drivers in our community.

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

SECTION 1. The foregoing recitals are incorporated herein by reference as findings and determinations of the Eustis City Commission.

SECTION 2. The City Commission hereby approves an EV Charging Station user fee to go into effect on August 1, 2024 as follows:

Effective August 1, 2024, the City shall collect a charging fee of \$2.50 per hour until the vehicle is fully charged. Once the vehicle is fully charged, users will be given a 30-minute grace period to return to their vehicle. If the vehicle is plugged in after the 30-minute grace period, the \$2.50 per hour charging fee will resume until the vehicle is taken off the charger.

SECTION 3. This Resolution shall be effective immediately upon adoption.



Quotation

Accessible Energy Solutions

Optimus Energy Solutions - 352-234-3552
benp@optimusenergysolutions.com

PO Box 1850
Mount Dora, FL 32756

Primary Contact:
Elis Forman
City Manager's Administrative Assistant
10 N. Grove St.
Eustis, FL 32726

Quote Number: QOES-6177
Date: 06/10/2024
Expires On: 06/30/2024

Ship To Address
Elis Forman
City Manager's Administrative Assistant
10 N. Grove St.
Eustis, FL 32726

Bill To Address
City of Eustis
PO Box 68
Eustis, FL 32757

Optimus Energy Leasing Services

Optimus Energy Leasing Services is the easiest way to provide electric vehicle (EV) charging solutions without having to purchase and maintain everything yourself. You get the site ready, and for an annual subscription fee Optimus takes care of the, monitoring and maintenance to provide maximum uptime with minimum effort.

Product Name	Product Description	Term (Years)	Quantity	Estimated Tax	Lifetime Amount
QOES-CT4000-DUAL-5	5-year ChargePoint Lease subscription for Dual CT4000. Includes hardware, cloud software, activation, ongoing proactive monitoring, maintenance, and reporting.	5	3		USD 31,500
					USD 31,500

Grand Total: USD 31,500.00

Hardware Products Shipped with Subscription

Product Name	Product Description	Qty
CT4021-GW1	Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	3
	Total	3

-chargepoint-

Annual Billing Summary

Term	Estimated Tax	Annual Billing
Years 1-5	USD 0.00	USD 6,300.00
Grand Total		USD 31,500.00

Quote Acceptance

- + Invoices are Net 30 from invoice date.
- + All pricing is confidential between Customer and Optimus
- + Customer invoicing starts on the Subscription Commencement Date, which is 30 days from time of shipment.
- + Renewals are automatic and annual, unless canceled 60 days prior to the expiration of a Subscription Term.
- + Sales tax in applicable states will be applied to this quote at time of invoicing.
- + Pricing does not include any electrical make ready work that is required for the installation.
- + Customer confirms that the shipping and billing information providing in this Quotation is accurate for shipping and invoicing purposes.
- + Customer confirms that it has the power and authority to install the Charging Stations at the Designated Parking Spaces.

By signing this quote I hereby acknowledge that I have the authority to enter into this transaction on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Signature :



Title : City Manager

Name (Print) : Tom Carrino

Date : 6/10/24

Company Name : City of Eustis

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :



1107 Robie Ave
Mt Dora, Florida 32757
Phone: 352-234-3552

Invoice

Invoice # INV 000465

Balance Due
\$6,300.00

Bill To
City of Eustis
PO Box 68
Eustis, Florida 32757

Invoice Date : 25 Jun 2024
Terms : Net 10
Due Date : 05 Jul 2024
OES Job ID : 6177

Subject :

EV Chargers at Eustis Water Customer Service - 10 S. Eustis Street, Eustis, FL 32726

#	Item & Description	Qty	Rate	Amount
1	Annual Installment: ChargePoint Lease Subscription for Dual CT4000 EV Chargers	1.00	6,300.00	6,300.00

5-Year Lease Expiring 6/25/2029

Sub Total 6,300.00

Total \$6,300.00

Balance Due \$6,300.00

Notes

Please make all checks payable to Optimus Energy Solutions and include the invoice number in the memo line. If you have any questions concerning this invoice, contact Ben Pauluhn at 352-234-3552 or benp@optimusenergysolutions.com

Remit payment to:

Optimus Energy Solutions
PO Box 1850
Mount Dora, FL 32756

Payment Options



From
City of Eustis
Elis Forman

Payment Stub

Invoice # : INV 000465
Invoice Date : 25 Jun 2024
Balance Due : \$6,300.00

**Amount
Enclosed**

OPTIMUS ENERGY SOLUTIONS
1107 ROBIE AVE
MT DORA, FLORIDA 32757
PHONE: 352-234-3552



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: July 18, 2024

RE: Resolution Number 24-57: Preliminary Subdivision Plat for The Grove at Pine Meadows (Alternate Key Numbers 3907758, 2831634 and 1588243)

Introduction:

Resolution Number 24-57 approves a Preliminary Subdivision Plat for The Grove at Pine Meadows, A 60-unit Single-Family Residential Subdivision on approximately 24.96 acres of property located on the north side of Pine Meadows Golf Course Road, south of the intersection of Orange Avenue and Beach Drive (Alternate Key Numbers 3907758, 2831634 and 1588243).

Background:

Pertinent Site Information:

- a. The subject property comprises about 24.96 acres, which is currently vacant.
- b. The site is within the Suburban Residential (SR) land use district, which allows single-family residential homes up to five (5) dwelling units per acre.
- c. The property is within the Rural Neighborhood design district.
- d. The site and surrounding properties' land use, design district designations, and existing uses are shown below:

Location	Existing Use	Future Land Use	Design District
Site	Undeveloped Wooded Property	Suburban Residential (SR)	Rural Neighborhood
North	Single-Family Residential	Lake County Urban Low	N/A
South	Single-Family Residential and Vacant	Suburban Residential (SR)	Rural Neighborhood
East	Vacant and Single-Family Residential	Suburban Residential and Lake County Urban Low	Rural Neighborhood and N/A
West	Single-Family Residential	Suburban Residential and Lake County Urban Low	Rural Neighborhood

The proposed development is 60 single-family residential subdivision, conforming with the Rural Neighborhood design district and Section 110-4.2, House Lot Type) lots for single-family detached residences:

Subdivision Component	Code	Provided
Gross Area	n/a	24.96
Net Area (gross area less wetlands, water bodies)	n/a	20.80
Lot Typology	House Lot	House Lot (55' X 120")
Density	5 Dwelling Units Per Acre	2.88 Dwelling Units Per Acre
Open Space	25% minimum (5.20 ac)	27.4% (5.70 ac)
Park Space	1 acre for 50-99 lots	1.09 acres provided
Landscape Buffers	Buffers smaller than 15' may be permitted when the building is sited with a street setback between 5' to 15'.	50 Foot plus landscape buffer along Pine Meadows Golf Course Road and Orange Avenue

No waivers are requested, and this proposed preliminary subdivision plat meets all City requirements in the Code of Ordinances and Land Development Regulations as well as the Florida Statutes at this time.

The preliminary subdivision plat provides for single-family detached homes at a maximum density of 2.88 units per acre (allowed up to 5 du/ac). The plan provides for 40% impervious surface area (maximum 40% ISR permitted). The plan provides for more than 25% open space (25% minimum required). The plan provides for the necessary park space, 1.09 acres provided through passive recreation areas and walking opportunities. The proposed plan is consistent with the Future Land Use Element Appendix of the Comprehensive Plan and the Land Development Regulations.

Sections 115-7, 8 and 9 outline standards for transportation, parks, and landscaping. A traffic impact statement was prepared for the subdivision. The proposed project will result in 12 inbound trips and 35 outbound trips in the AM peak hour period and 38 inbound trips and 23 outbound trips in the PM peak hour period. The local roadway network has adequate capacity to accommodate the new trips without reducing the Level of Service (LOS). Therefore, the project is exempt from completing a Tier 1 Traffic Impact Analysis.

Recommended Action:

Staff recommends approval of the Preliminary Subdivision Plat for the Grove at Pine Meadows, as the proposed density of 2.88 dwelling units per acre falls below the maximum. The preliminary subdivision plat meets or exceeds the required design standards and criteria per the City's Land Development Regulations.

Policy Implications:

None

Alternatives:

1. Approve Resolution Number 24-58
2. Deny Resolution Number 24-58

Budget/Staff Impact:

None

Prepared By:

Jeff Richardson, AICP, Deputy Director

Reviewed By:

Mike Lane, AICP, Director

RESOLUTION NUMBER 24-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A PRELIMINARY SUBDIVISION PLAT FOR THE GROVE AT PINE MEADOWS SUBDIVISION, A 60-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION, ON APPROXIMATELY 24.96 ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF PINE MEADOWS GOLF COURSE ROAD, SOUTH OF THE INTERSECTION OF ORANGE AVENUE AND BEACH DRIVE (ALTERNATE KEY NUMBERS 3907758, 2831634 AND 1588243).

WHEREAS,. Germana Engineering and Associates, LLC (applicant), on behalf of Colin Cosden, Jessica Cosden, and Shelton Savage (owners), has made an application for Preliminary Subdivision Plat approval for The Grove at Pine Meadows (60 single-family residential units) on approximately 24.96 acres located on the north side of Pine Meadows Golf Course Road, south of the intersection of Orange Avenue and Beach Drive, more particularly described as follows:

Parcel Alternate Key Numbers: 3907758, 2831634, and 1588243

Parcel Identification Numbers: 35-18-26-0001-000-07200; 26-18-26-0004-000-04301, and 26-18-26-0004-000-04300

LEGAL DESCRIPTION

PARCEL 1:

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 26, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOTS 18 AND 19 OF FOREST LAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 40, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

FROM SAID POINT OF BEGINNING RUN NORTH ALONG SAID WEST LINE OF LOTS 18 AND 19 AND THE SOUTHERLY AND NORTHERLY EXTENSION THEREOF, A DISTANCE OF 1307.29 FEET; THENCE FROM A PROLONGATION OF THE PREVIOUS LINE TURN AN ANGLE TO THE LEFT OF 89 DEGREES 24 MINUTES 50 SECONDS AND RUN WESTERLY 50 FEET; THENCE SOUTHERLY PARALLEL WITH THE AFORESAID WEST LINE OF LOTS 18 AND 19 A DISTANCE OF 699.89 FEET; THENCE RUN WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 26 A DISTANCE OF 270.00 FEET; THENCE RUN SOUTH PARALLEL WITH AFORESAID WEST LINE OF LOTS 18 AND 19 A DISTANCE OF 506.10 FEET; THENCE FROM A PROLONGATION OF THE PREVIOUS LINE TURN AN ANGLE TO THE LEFT OF 65 DEGREES 37 MINUTES 16 SECONDS AND RUN SOUTHEASTERLY 248.22 FEET TO THE SOUTH LINE OF SAID SECTION 26; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 93.91 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE WEST 1/2 OF THE SE 1/4 OF THE SE 1/4, SECTION 26, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 26, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOTS 18 AND 19 OF FOREST LAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 40, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN NORTH 00°02'24" WEST, ALONG THE SAID WEST LINE OF LOTS 18 AND 19 AND THE SOUTHERLY AND NORTHERLY EXTENSION THEREOF, A DISTANCE OF 1307.29 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) ON THE SOUTH RIGHT OF WAY LINE OF ORANGE AVENUE; THENCE FROM A PROLONGATION OF THE PREVIOUS LINE TURN AN ANGLE TO THE LEFT OF 89°24'50" AND RUN NORTH 89°27'14" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE OF ORANGE AVENUE, A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD AND CAP (LB 6676); THENCE NORTH 89°09'05" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 270.02 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE RUN SOUTH 00°02'24" EAST, PARALLEL WITH THE AFORESAID WEST LINE OF LOTS 18 AND 19, A DISTANCE OF 701.81 FEET TO A 5/8" IRON ROD AND CAP (LB 6676); THENCE CONTINUE SOUTH 00°02'24" EAST, PARALLEL WITH THE AFORESAID WEST LINE OF LOTS 18 AND 19, A DISTANCE OF 506.10 FEET TO A 5/8" IRON ROD AND CAP (LB 6676); THENCE FROM A PROLONGATION OF THE PREVIOUS LINE TURN AN ANGLE TO THE LEFT OF 65°26'42" AND RUN SOUTH 65°29'06" EAST, A DISTANCE OF 248.56 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) ON THE SOUTH LINE OF SAID SECTION 26, SAID POINT BEING NORTH 89°33'28" WEST 93.91 FEET FROM THE POINT OF COMMENCEMENT; THENCE NORTH 89°33'28" WEST, ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 567.93 FEET TO A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 26; THENCE RUN NORTH 01°00'07" EAST, ALONG THE WEST LINE OF THE WEST 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 26, A DISTANCE OF 1211.57 FEET TO A 5/8" IRON ROD AND CAP (LB 6676); THENCE SOUTH 89°09'05" EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF ORANGE AVENUE, A DISTANCE OF 5.00 FEET TO A 5/8" IRON ROD AND CAP (LB 6676); THENCE NORTH 01°00'07" EAST, PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 26, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) ON THE SOUTH RIGHT OF WAY LINE OF ORANGE AVENUE; THENCE SOUTH 89°09'05" EAST, ALONG THE SOUTH RIGHT OF WAY OF ORANGE AVENUE, A DISTANCE OF 313.02 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PART OF THE WEST 792 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGIN AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN NORTH 01 DEGREES 58'50" EAST, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 620.24 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) AT AN INTERSECTION WITH THE SOUTHERLY MAINTAINED RIGHT OF WAY LINE OF

MCKINLEY ROAD, ACCORDING TO LAKE COUNTY PUBLIC WORKS DEPARTMENT MAINTENANCE MAP AS RECORDED IN MAP BOOK 3, PAGES 1 AND 2, DATED JANUARY 1976, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89 DEGREES 33'37" EAST, ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 49.72 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) AT THE END OF SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE; THENCE RUN NORTH 00 DEGREES 26'23" EAST, ALONG THE EAST LINE OF SAID MAINTAINED RIGHT OF WAY OF MCKINLEY ROAD, A DISTANCE OF 26.00 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) ON THE NORTHERLY LINE OF SAID MAINTAINED RIGHT OF WAY LINE OF MCKINLEY ROAD; THENCE RUN NORTH 89 DEGREES 33'37" WEST, ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 49.02 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) AT AN INTERSECTION WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 01 DEGREES 58'50" EAST, ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 633.84 FEET TO A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN SOUTH 89 DEGREES 33'28" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 567.93 FEET TO A 5/8" IRON ROD AND CAP (LB 6676); THENCE RUN SOUTH 01 DEGREES 58'50" WEST, A DISTANCE OF 273.42 FEET; THENCE RUN SOUTH 34 DEGREES 05'50" WEST, A DISTANCE OF 879.86 FEET TO A 5/8" IRON ROD AND CAP (LB 6676); THENCE RUN SOUTH 01 DEGREES 58'50" WEST, A DISTANCE OF 273.61 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) AT AN INTERSECTION WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35 (SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF PINE MEADOWS GOLF COURSE ROAD, ACCORDING TO O.R. BOOK 68, PAGE 125, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA); THENCE RUN NORTH 89 DEGREES 47'24" WEST, ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

THE PROPERTY CONVEYED TO LAKE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN O.R. BOOK 279, PAGE 367, AS CORRECTED IN QUIT CLAIM DEED RECORDED IN O.R. BOOK 347, PAGE 15, AND THAT CERTAIN WARRANTY DEED RECORDED

WHEREAS, the property described above has a Land Use Designation of Suburban Residential (SR) and a Design District Designation of Rural Neighborhood; and

WHEREAS, Single-family detached residential dwelling units, at a density of five (5) dwelling units per acre or less, are permitted in the Suburban Residential (SR) land use designation; and

WHEREAS, the preliminary subdivision plat for the Grove at Pine Meadows proposes a density of 2.88 dwelling units per acre or less, which is consistent with the residential density allowed in the Suburban Residential (SR) future land use designation;

and

WHEREAS, the proposed preliminary subdivision plat as submitted is generally consistent with the City’s Comprehensive Plan and Land Development Regulations; and

WHEREAS, the City Commission finds that approval of the requested preliminary subdivision plat is in the best interests of the public health, safety, and welfare.

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

SECTION 1. That the Grove at Pine Meadows Preliminary Subdivision Plat for 60 single-family residential units located on the north side of Pine Meadows Golf Course Road, south of the intersection of Orange Avenue and Beach Drive, attached hereto as Exhibit “A”, is hereby approved:

SECTION 2. That the Preliminary Subdivision Plat shall be subject to the owner/developer complying with the following conditions:

- a) Submit the Final Engineering and Construction Plans and Final Plat to comply with all requirements of the Eustis Land Development Regulations, Eustis Engineering Design Standards Manual, Florida Statutes, and the provisions of this resolution within one year of the approval of this resolution.
- b) Develop the property in accordance with the approved Preliminary Subdivision Plat as referenced in Section 1 and attached hereto as Exhibit "A".
- c) Obtain and provide copies of all applicable permits from other jurisdictional agencies.

DONE AND RESOLVED this 18th day of July, 2024 in a regular session of the City Commission of the City of Eustis, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 18th day of July, 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, but I have not performed an independent title examination as to the accuracy of the legal description..

City Attorney's Office

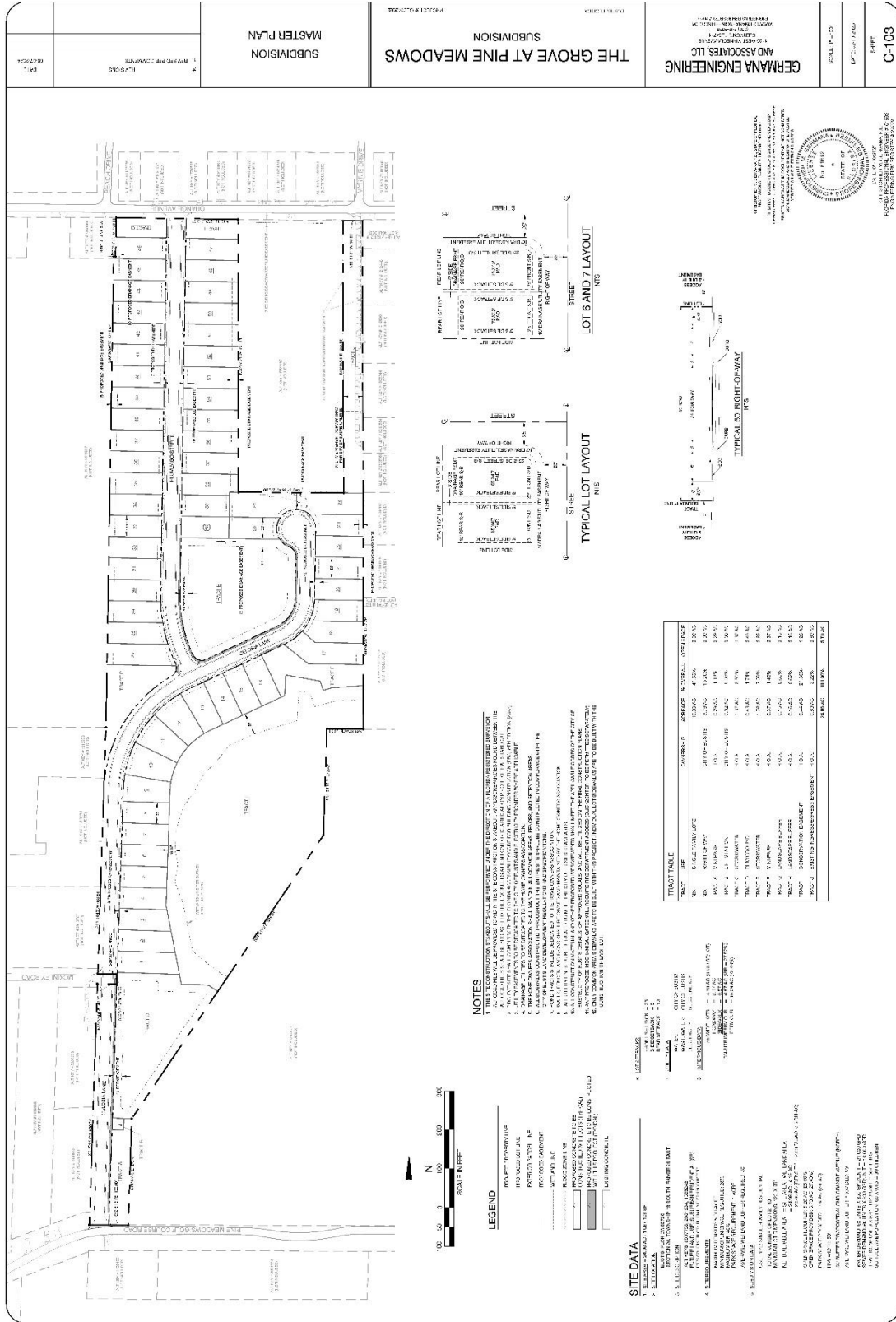
Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-57 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT A



THE GROVE AT PINE MEADOWS SUBDIVISION PRELIMINARY PLAT

PROJECT TEAM

CIVIL ENGINEERING
GERMANA ENGINEERING AND ASSOCIATES, LLC.
 CONTACT: CHRISTOPHER M. GERMANA, PE
 1120 WEST MINNEOLA AVENUE
 CLERMONT, FLORIDA 34711
 (352) 242-9329

OWNER
COLIN AND JESSICA COSDEN
 CONTACT: COLIN AND JESSICA COSDEN
 16750 ORANGE AVENUE
 UMATILLA, FL 32784

DEVELOPER
EPIC DEVELOPMENT GROUP
 CONTACT: NICHOLAS BURDEN
 1507 HIAWASSEE ROAD, SUITE 211
 ORLANDO, FLORIDA 32835
 (407) 347-7507

OWNER
SHELTON T. SAVAGE
 CONTACT: SHELTON T. SAVAGE
 40941 FLORIDA AVENUE
 EUSTIS, FLORIDA 32736

SURVEYING
RYAN E. JOHNSON, PSM
 CONTACT: RYAN E. JOHNSON, PSM
 221 EDGEWOOD DRIVE
 CLERMONT, FLORIDA 34711
 (407) 383-8394

GEOTECHNICAL ENGINEERING
ECS FLORIDA, LLC
 CONTACT: TAYLOR MCDADE, P.E.
 2815 DIRECTION ROW, SUITE 500
 ORLANDO, FLORIDA 32809
 (407) 859-8378

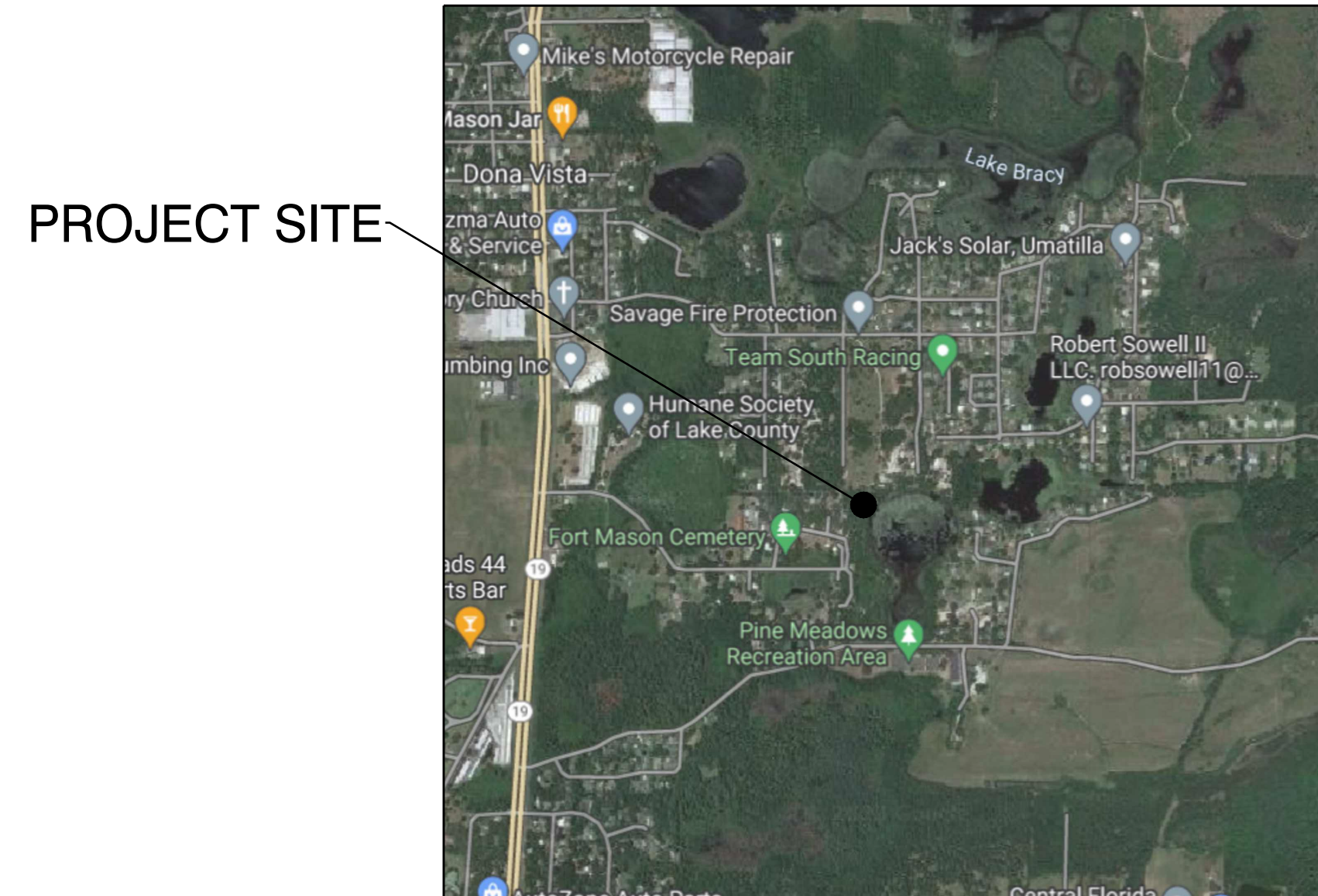
PROPERTY LEGAL DESCRIPTION (PER SURVEY)

PARCEL 1:
 BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 26, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOTS 18 AND 19 OF FOREST LAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 40, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
 FROM SAID POINT OF BEGINNING RUN NORTH ALONG SAID WEST LINE OF LOTS 18 AND 19 AND THE SOUTHERLY AND NORTHERLY EXTENSION THEREOF, A DISTANCE OF 1307.29 FEET; THENCE FROM A PROLONGATION OF THE PREVIOUS LINE TURN AN ANGLE TO THE LEFT OF 89 DEGREES 24 MINUTES 50 SECONDS AND RUN WESTERLY 50 FEET; THENCE SOUTHERLY PARALLEL WITH THE AFORESAID WEST LINE OF LOTS 18 AND 19 A DISTANCE OF 699.89 FEET; THENCE RUN WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 26 A DISTANCE OF 270.00 FEET; THENCE RUN SOUTH PARALLEL WITH AFORESAID WEST LINE OF LOTS 18 AND 19 A DISTANCE OF 506.10 FEET; THENCE FROM A PROLONGATION OF THE PREVIOUS LINE TURN AN ANGLE TO THE LEFT OF 65 DEGREES 37 MINUTES 16 SECONDS AND RUN SOUTHEASTERLY 248.22 FEET TO THE SOUTH LINE OF SAID SECTION 26; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 93.91 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2:
 THAT PART OF THE WEST 1/2 OF THE SE 1/4 OF THE SE 1/4, SECTION 26, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 26, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOTS 18 AND 19 OF FOREST LAKE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 40, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN NORTH 00°02'24" WEST, ALONG THE SAID WEST LINE OF LOTS 18 AND 19 AND THE SOUTHERLY AND NORTHERLY EXTENSION THEREOF, A DISTANCE OF 1307.29 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) ON THE SOUTH RIGHT OF WAY LINE OF ORANGE AVENUE; THENCE FROM A PROLONGATION OF THE PREVIOUS LINE TURN AN ANGLE TO THE LEFT OF 89°24'50" AND RUN NORTH 89°27'14" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE OF ORANGE AVENUE, A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD AND CAP (LB 6676); THENCE NORTH 89°09'05" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 270.02 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE RUN SOUTH 00°02'24" EAST, PARALLEL WITH THE AFORESAID WEST LINE OF LOTS 18 AND 19, A DISTANCE OF 701.81 FEET TO A 5/8" IRON ROD AND CAP (LB 6676); THENCE CONTINUE SOUTH 00°02'24" EAST, PARALLEL WITH THE AFORESAID WEST LINE OF LOTS 18 AND 19, A DISTANCE OF 506.10 FEET TO A 5/8" IRON ROD AND CAP (LB 6676); THENCE FROM A PROLONGATION OF THE PREVIOUS LINE TURN AN ANGLE TO THE LEFT OF 65°26'42" AND RUN SOUTH 65°29'06" EAST, A DISTANCE OF 248.56 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) ON THE SOUTH LINE OF SAID SECTION 26, SAID POINT BEING NORTH 89°33'28" WEST 93.91 FEET FROM THE POINT OF COMMENCEMENT; THENCE NORTH 89°33'28" WEST, ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 567.93 FEET TO A 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION) AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 26; THENCE RUN NORTH 01°00'07" EAST, ALONG THE WEST LINE OF THE WEST 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 26, A DISTANCE OF 1211.57 FEET TO A 5/8" IRON ROD AND CAP (LB 6676); THENCE SOUTH 89°09'05" EAST, PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF ORANGE AVENUE, A DISTANCE OF 5.00 FEET TO A 5/8" IRON ROD AND CAP (LB 6676); THENCE NORTH 01°00'07" EAST, PARALLEL WITH THE WEST LINE OF THE WEST 1/2 OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 26, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) ON THE SOUTH RIGHT OF WAY LINE OF ORANGE AVENUE; THENCE SOUTH 89°09'05" EAST, ALONG THE SOUTH RIGHT OF WAY OF ORANGE AVENUE, A DISTANCE OF 313.02 FEET TO THE POINT OF BEGINNING.

PARCEL 3:
 THAT PART OF THE WEST 792 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGIN AT A 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION) AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN NORTH 01 DEGREES 58'50" EAST, ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 620.24 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) AT AN INTERSECTION WITH THE SOUTHERLY MAINTAINED RIGHT OF WAY LINE OF MCKINLEY ROAD, ACCORDING TO LAKE COUNTY PUBLIC WORKS DEPARTMENT MAINTENANCE MAP AS RECORDED IN MAP BOOK 3, PAGES 1 AND 2, DATED JANUARY 1976, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89 DEGREES 33'37" EAST, ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 49.72 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) AT THE END OF SAID SOUTHERLY MAINTAINED RIGHT OF WAY LINE; THENCE RUN NORTH 00 DEGREES 28'23" EAST, ALONG THE EAST LINE OF SAID MAINTAINED RIGHT OF WAY OF MCKINLEY ROAD, A DISTANCE OF 26.00 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) ON THE NORTHERLY LINE OF SAID MAINTAINED RIGHT OF WAY LINE OF MCKINLEY ROAD; THENCE RUN NORTH 89 DEGREES 33'37" WEST, ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 49.02 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) AT AN INTERSECTION WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 01 DEGREES 58'50" EAST, ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, A DISTANCE OF 633.84 FEET TO A 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION) AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN SOUTH 89 DEGREES 33'28" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 567.93 FEET TO A 5/8" IRON ROD AND CAP (LB 6676); THENCE RUN SOUTH 01 DEGREES 58'50" WEST, A DISTANCE OF 273.42 FEET; THENCE RUN SOUTH 34 DEGREES 05'50" WEST, A DISTANCE OF 679.86 FEET TO A 5/8" IRON ROD AND CAP (LB 6676); THENCE RUN SOUTH 01 DEGREES 58'50" WEST, A DISTANCE OF 273.61 FEET TO A 5/8" IRON ROD AND CAP (LB 6676) AT AN INTERSECTION WITH THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35 (SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF PINE MEADOWS GOLF COURSE ROAD, ACCORDING TO O.R. BOOK 68, PAGE 125, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA); THENCE RUN NORTH 89 DEGREES 47'24" WEST, ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT.
 THE PROPERTY CONVEYED TO LAKE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN O.R. BOOK 279, PAGE 367, AS CORRECTED IN QUIT CLAIM DEED RECORDED IN O.R. BOOK 347, PAGE 15, AND THAT CERTAIN WARRANTY DEED RECORDED IN O.R. BOOK 279, PAGE 365, AS CORRECTED IN QUIT CLAIM DEED RECORDED IN O.R. BOOK 347, PAGE 16, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

VICINITY MAP



PROJECT SITE

**EUSTIS, FLORIDA 32726
SECTION 26, TOWNSHIP 18 SOUTH, RANGE 26 EAST**

SHEET LIST

- C-001 COVER SHEET
- C-002 CONSTRUCTION NOTES
- C-101 EXISTING CONDITIONS PLAN 1
- C-102 EXISTING CONDITIONS PLAN 2
- C-103 SUBDIVISION MASTER PLAN
- C-104 SUBDIVISION SITE PLAN 1
- C-105 SUBDIVISION SITE PLAN 2
- C-106 SUBDIVISION GRADING AND DRAINAGE PLAN 1
- C-107 SUBDIVISION GRADING AND DRAINAGE PLAN 2
- C-108 STORMWATER POLLUTION PREVENTION PLAN
- C-109 SUBDIVISION UTILITY PLAN 1
- C-110 SUBDIVISION UTILITY PLAN 2
- C-111 OFF-SITE UTILITY PLAN
- C-201 CELOSIA LANE PLAN AND PROFILE 0+00 TO 13+50
- C-202 CELOSIA LANE PLAN AND PROFILE 13+50 TO 18+25
- C-203 CELOSIA LANE PLAN AND PROFILE 18+25 TO 20+67
- C-204 PLUMBAGO STREET PLAN AND PROFILE 0+00 TO 11+98
- C-301 CELOSIA LANE CROSS SECTIONS 0+51 TO 7+00
- C-302 CELOSIA LANE CROSS SECTIONS 7+50 TO 15+62
- C-303 CELOSIA LANE CROSS SECTIONS 16+00 TO 19+90
- C-304 PLUMBAGO STREET CROSS SECTIONS 0+45 TO 7+50
- C-305 PLUMBAGO STREET CROSS SECTIONS 8+00 TO 11+63
- C-501 CONSTRUCTION DETAILS
- C-502 CITY OF EUSTIS CONSTRUCTION DETAILS

DATUM NOTE

ELEVATIONS SHOWN ON THE PLAN SET ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988

PERMIT NOTE

SEPARATE PERMITS ARE REQUIRED FOR THE FOLLOWING (IF APPLICABLE):

- CONSTRUCTION TRAILERS
- LIFT STATIONS
- RETAINING WALLS
- ACCESS GATES
- GENERATORS
- AWNINGS
- ETC.
- DUMPSTER ENCLOSURES
- SIGNS
- ENTRY WALL FEATURES
- SITE LIGHTING
- FENCES
- WALK-IN COOLERS

FIRE NOTE

SITE TO CONFORM TO FLORIDA FIRE PREVENTION CODE 8TH EDITION (2023)
 SEPARATE PERMITS ARE REQUIRED FOR THE FOLLOWING (IF APPLICABLE):

- FIRE SPRINKLERS
- FIRE ALARM MONITORING
- DUMPSTER ENCLOSURE
- FIRE ALARMS
- FIRE UNDERGROUND

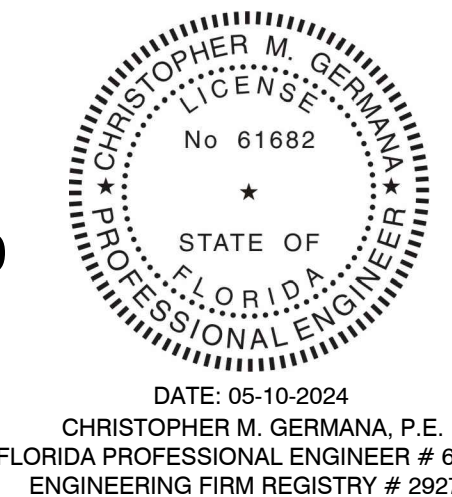
GENERAL NOTE

THE PLANS WERE PREPARED ACCORDING TO AVAILABLE INFORMATION BASED ON THE CONDITIONS AS THEY EXISTED AT THE TIME OF PLAN PREPARATION. THE CONDITIONS OF THE PROPERTY MAY HAVE CHANGED SINCE PROJECT DESIGN. THE CONTRACTOR SHALL VERIFY AND CONFIRM ALL EXISTING CONDITIONS AND SHALL CONTACT THE PROJECT ENGINEER IMMEDIATELY IF CONDITIONS HAVE CHANGED FROM WHEN THE PLANS WERE PREPARED.

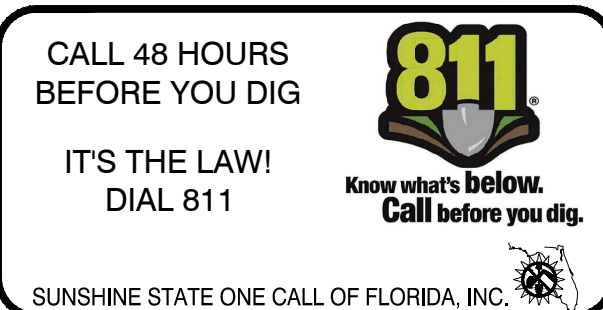
ACCESSIBILITY NOTE

THE SITE SHALL COMPLY WITH THE FLORIDA BUILDING CODE 8TH EDITION (2023) ACCESSIBILITY CODE.

Digitally signed
 by Christopher
 M Germana
 Date: 2024.05.10
 18:06:03 -04'00'



This item has been digitally signed and sealed by Christopher M. Germana, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



DATE: 02-13-2023
SHEET
C-001

EXISTING UTILITIES

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS TO THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLAN OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANY AND THE CONTRACTOR SHALL COOPERATE WITH THEM DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED.

DRAINAGE SYSTEMS

THE CONTRACTOR SHALL PERFORM ALL WORK PERTAINING TO DRAINAGE INCLUDING EXCAVATION OF STORMWATER POND PRIOR TO THE COMMENCEMENT OF OTHER WORK INCLUDED IN THESE PLANS. THE DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE CONTRACTOR DURING THE COURSE OF THIS CONTRACT. THE CONTRACTOR SHALL INCLUDE FUNDS IN THE DRAINAGE COSTS OF THE CONTRACT TO OPERATE AND MAINTAIN THE DRAINAGE SYSTEMS DURING THE WORK PROCESS.

PERMITS AND PERMIT REQUIREMENTS

THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL REGULATORY AND LOCAL AGENCY PERMITS. THE CONTRACTOR SHALL BE EXPECTED TO REVIEW AND ABIDE BY ALL THE REQUIREMENTS AND LIMITATIONS SET FORTH IN THE PERMITS. A COPY OF THE PERMIT SHALL BE KEPT ON THE JOB AT ALL TIMES.

LAYOUT AND CONTROL

UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL PROVIDE FOR THE LAYOUT OF ALL THE WORK TO BE CONSTRUCTED. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

QUALITY CONTROL TESTING REQUIREMENTS

ALL TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER. TESTING REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE OWNER/OPERATOR'S SPECIFICATIONS AND REQUIREMENTS. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS. CONTRACTOR SHALL PROVIDE TESTING SERVICES THROUGH A FLORIDA LICENSED GEOTECHNICAL ENGINEERING FIRM ACCEPTABLE TO THE OWNER AND THE ENGINEER. CONTRACTOR TO SUBMIT TESTING FIRM TO OWNER FOR APPROVAL PRIOR TO COMMENCING TESTING.

SHOP DRAWINGS

SHOP DRAWINGS AND CERTIFICATIONS FOR ALL STORM DRAINAGE, WATER SYSTEM, SEWER SYSTEM, AND PAVING SYSTEM MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.

EARTHWORK QUANTITIES

THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATIONS AND CALCULATIONS AS NECESSARY TO ASSURE HIMSELF OF EARTHWORK QUANTITIES. THERE IS NO IMPLICATION THAT EARTHWORK BALANCES, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED, OR FOR REMOVAL AND DISPOSAL OF EXCESS MATERIALS. PURSUANT TO LAND DEVELOPMENT REGULATIONS (LDR) SECTION 6.06.01(F), SOIL REMOVAL FROM THE SITE SHALL NOT EXCEED 200% OF THE VOLUME AREA OF THE NEEDED RETENTION/DETENTION VOLUME REQUIRED.

EROSION CONTROL

EROSION AND SILTRATION CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THESE MEASURES ARE TO BE INSPECTED BY THE CONTRACTOR ON A REGULAR BASIS AND ARE TO BE MAINTAINED OR REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED. REFER TO WATER MANAGEMENT DISTRICT PERMIT FOR ADDITIONAL REQUIREMENTS FOR EROSION CONTROL AND SURFACE DRAINAGE. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED WITH SOD WITHIN 7 DAYS OF COMPLETION OF CONSTRUCTION. SOD SHALL BE THE SAME VARIETY OF EXISTING SOD

LIMITS OF DISTURBANCE

AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. REPAIR OR RECONSTRUCTION OF DAMAGED AREAS ON SURROUNDING PROPERTIES SHALL BE PERFORMED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED. GRADING AND/OR CLEARING ON PROPERTIES OTHER THAN SHOWN ON THE APPROVED PLANS IS PROHIBITED.

TREE REMOVAL

THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE ENGINEER WHEN ALL WORK IS LAID OUT (SURVEY STAKED), SO THAT A DETERMINATION MAY BE MADE OF SPECIFIC TREES TO BE REMOVED. NO TREES ON THE CONSTRUCTION PLANS AS BEING SAVED SHALL BE REMOVED WITHOUT PERMISSION FROM THE OWNER AND ENGINEER.

CLEARING AND GRUBBING

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING FOR SITE CONSTRUCTION INCLUDING CLEARING FOR PAVING, UTILITIES, DRAINAGE FACILITIES AND BUILDING CONSTRUCTION. ALL AREAS TO BE CLEARED SHALL BE FIELD STAKED AND REVIEWED BY THE OWNER AND ENGINEER PRIOR TO ANY CONSTRUCTION.

AS-BUILTS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT SURVEYS FOR ALL APPLICABLE UTILITIES.

MATERIAL STORAGE/DEBRIS REMOVAL

1. NO COMBUSTIBLE BUILDING MATERIALS MAY BE ACCUMULATED ON THE SITE AND NO CONSTRUCTION WORK INVOLVING COMBUSTIBLE MATERIALS MAY BEGIN UNTIL INSTALLATION OF ALL REQUIRED WATER MAINS AND FIRE HYDRANTS HAVE BEEN COMPLETED, DEP APPROVAL RECEIVED FOR THE WATER MAINS, AND THE HYDRANTS ARE IN OPERATION. CONSTRUCTION WORK INVOLVING NON-COMBUSTIBLE MATERIALS, SUCH AS CONCRETE, MASONRY AND STEEL MAY BEGIN PRIOR TO THE FIRE HYDRANTS BEING OPERATIONAL.
2. ALL MATERIALS EXCAVATED SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL BE STOCKPILED AT ON-SITE LOCATIONS AS SPECIFIED BY THE OWNER. MATERIALS SHALL BE STOCKPILED SEPARATELY AS TO USABLE (NON-ORGANIC) FILL STOCKPILES AND ORGANIC (MUCK) STOCKPILES IF MUCK IS ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE FILL MATERIALS FROM THE SITE. ALL CLAY ENCOUNTERED SHALL BE EXCAVATED OUT AND REPLACED WITH CLEAN GRANULAR FILL MATERIALS.

FILL MATERIAL

ALL MATERIALS SHALL CONTAIN NO MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH OR OTHER MATERIAL THAT WILL NOT COMPACT INTO A SUITABLE AND ENDURING BACKFILL. FILL SHALL BE CLEAN, NON-ORGANIC, GRANULAR MATERIAL WITH NOT MORE THAN 10% PASSING THE NO. 200 SIEVE.

COMPACTION

FILL MATERIALS PLACED UNDER ROADWAYS SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. ALL OTHER FILL AREAS ARE TO BE COMPACTED TO AT LEAST 95% MAXIMUM DENSITY AS SPECIFIED IN AASHTO T-180. FILL MATERIALS SHALL BE PLACED AND COMPACTED IN A MAXIMUM OF 12" LIFTS. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND OWNER WITH ALL (PASSING AND FAILING) TESTING RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS PRIOR TO CONTRACTOR'S PAY REQUEST SUBMITTAL FOR THE AFFECTED WORK.

GENERAL DESIGN INTENT

ALL PAVING SURFACES IN INTERSECTIONS AND ADJACENT SECTIONS SHALL BE GRADED TO DRAIN POSITIVELY IN THE DIRECTION SHOWN BY THE FLOW ARROWS ON THE PLANS AND TO PROVIDE A SMOOTHLY TRANSITIONED DRIVING SURFACE FOR VEHICLES WITH NO SHARP BREAKS IN GRADE, AND NO UNUSUALLY STEEP OR REVERSE CROSS SLOPES. APPROACHES TO INTERSECTIONS AND ENTRANCE AND EXIT GRADES TO INTERSECTIONS WILL HAVE TO BE STAKED IN THE FIELD AT DIFFERENT GRADES THAN THE CENTERLINE GRADES TO ACCOMPLISH THE PURPOSES OUTLINED. IN ADDITION, THE STANDARD CROWN WILL HAVE TO BE CHANGED IN ORDER TO DRAIN POSITIVELY IN THE AREA OF INTERSECTIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH THE ABOVE AND THE ENGINEER SHALL BE CONSULTED SO THAT HE MAY MAKE ANY AND ALL REQUIRED INTERPRETATIONS OF THE PLANS OR GIVE SUPPLEMENTARY INSTRUCTION TO ACCOMPLISH THE INTENT OF THE PLANS.

MATERIALS/CONSTRUCTION SPECIFICATIONS

MATERIALS AND CONSTRUCTION METHODS FOR THE ROADWAY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST EDITION.

PAVEMENT SECTION REQUIREMENTS

CONSTRUCTION OF ROADWAY, SUBGRADE PREPARATION, AND PAVEMENT INSTALLATION SHALL CONFORM TO FDOT STANDARDS AND SOILS REPORT RECOMMENDATIONS UNLESS OTHERWISE NOTED IN THE CONSTRUCTION DOCUMENTS.

SIDEWALKS

SIDEWALKS ARE TO BE CONSTRUCTED IN THE AREA AS SHOWN ON THE CONSTRUCTION PLANS. SIDEWALK SHALL BE CONSTRUCTED OF 4 INCHES OF CONCRETE WITH A 28 DAY COMPRESSION STRENGTH OF 2500 PSI. JOINTS SHALL BE EITHER TOOLED OR SAWCUT AT A DISTANCE OF 5' LENGTHS. HANDICAPPED RAMPS SHALL BE PROVIDED AT ALL INTERSECTIONS AND BE IN ACCORDANCE WITH STATE REGULATIONS FOR HANDICAP ACCESSIBILITY.

PAVEMENT MARKINGS/SIGNAGE

PAVEMENT MARKINGS AND SIGNAGE SHALL BE PROVIDED AS SHOWN ON THE CONSTRUCTION PLANS AND SHALL MEET THE REQUIREMENTS OF THE OWNER/OPERATOR. SIGNAGE SHALL BE IN CONFORMANCE WITH MUTCD (LATEST EDITION). A 48-HOUR PAVEMENT CURING TIME WILL BE PROVIDED PRIOR TO APPLICATION OF THE PAVEMENT MARKINGS. REFLECTIVE PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT INDEX NO. 17352.

TRAFFIC CONTROL

WHERE APPLICABLE A MOT PLAN SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORK. A MINIMUM OF 2-WAY, ONE LANE TRAFFIC SHALL BE MAINTAINED IN THE WORK SITE AREA. ALL CONSTRUCTION WARNING SIGNAGE SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF CONSTRUCTION AND BE MAINTAINED THROUGHOUT CONSTRUCTION. ACCESS SHALL BE CONTINUOUSLY MAINTAINED FOR ALL PROPERTY OWNERS SURROUNDING THE WORK SITE AREA. LIGHTED WARNING DEVICES ARE TO BE OPERATIONAL PRIOR TO DUSK EACH NIGHT DURING CONSTRUCTION.

CURBING

CURBING SHALL BE CONSTRUCTED WHERE NOTED ON THE CONSTRUCTION PLANS. CONCRETE FOR CURBS SHALL BE DEPARTMENT OF TRANSPORTATION CLASS '1' CONCRETE WITH A 28 DAY COMPRESSION STRENGTH OF 2500 PSI. ALL CURBS SHALL HAVE SAW CUT CONTRACTION JOINTS AND SHALL BE CONSTRUCTED AT INTERVALS NOT TO EXCEED 10'-0" ON CENTER. CONSTRUCTION OF CURBS SHALL BE IN CONFORMANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION SECTION 520 AND DETAILS PROVIDED ON THE CONSTRUCTION PLANS.

R/W RESTORATION

ALL AREAS WITHIN THE RIGHT-OF-WAYS SHALL BE FINISH GRADED WITH A SMOOTH TRANSITION INTO EXISTING GROUND. ALL SWALES SHALL BE STABILIZED IMMEDIATELY AFTER FINAL GRADING. ALL DISTURBED AREAS SHALL BE RAKED CLEAN OF ALL LIMEROCK AND ROCKS AND SODDED AFTER FINAL GRADING IN ACCORDANCE WITH THE CONSTRUCTION PLANS PRIOR TO FINAL INSPECTION. ALL GRASSING (SOD) SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL FINAL ACCEPTANCE BY THE OWNER/OPERATOR.

SITE ACCESS

ALL ACCESS TO THE JOB SITE FOR CONSTRUCTION AND RELATED ACTIVITIES SHALL BE BY EXISTING STREETS AND ROADS.

LANDSCAPING

PROVIDE MINIMUM 5' SEPARATION FROM UTILITIES AND TREES WITH INVASIVE ROOT SYSTEMS.

WATER PIPE MATERIALS

WATER SYSTEM SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER AND SHALL MEET CITY OF EUSTIS SPECIFICATIONS. POLYVINYL CHLORIDE PLASTIC PIPE (PVC) 4" THROUGH 12" SHALL BE MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C900 (LATEST EDITION) AND SHALL HAVE A MINIMUM WORKING PRESSURE OF 150 PSI AND A DR (DIMENSION RATIO) OF 18. ALL PVC PIPE SHALL BEAR THE NSF LOGO FOR POTABLE WATER. JOINTS SHALL BE OF THE PUSH-ON TYPE AND COUPLINGS CONFORMING TO ASTM D3139, DR18 PIPE. DUCTILE IRON PIPE (DIP) SHALL BE STANDARD PRESSURE CLASS 350 IN SIZES 4" THROUGH 12" AND CONFORM TO ANSI/AWWA C150/A21.50 (LATEST EDITION). ALL DUCTILE IRON PIPE SHALL HAVE A STANDARD THICKNESS OF CEMENT MORTAR LINING AS SPECIFIED IN ANSI/AWWA C104/A21.4 (LATEST EDITION). PIPE JOINTS SHALL BE OF THE PUSH-ON RUBBER GASKET TYPE CONFORMING TO ANSI/AWWA C111/A21.11 (LATEST EDITION). PIPE DETECTOR WITH LOCATOR WIRE SHALL BE INSTALLED ON ALL WATER MAINS PER DETAIL. PIPE SIZES GREATER THAN 12" SHALL BE SEPARATELY SPECIFIED ON THE PLANS; WITH THICKNESS CLASSES TO BE SHOWN BASED ON WORKING PRESSURES, PIPE DEPTH AND TRENCH CONDITIONS. FITTINGS FOR DUCTILE IRON PIPE AND PVC C-900 PIPE SHALL BE DUCTILE IRON AND SHALL CONFORM TO ANSI/AWWA C153/A21.10 (LATEST EDITION) AND SHALL BE CEMENT LINED IN CONFORMANCE WITH ANSI/AWWA C104/A21.4 (LATEST EDITION). POLYETHYLENE WRAP USED FOR CORROSION PREVENTION ON DUCTILE IRON PIPE SHALL CONFORM TO THE REQUIREMENTS OF ANSI/ASTM D1248. THE MINIMUM NOMINAL THICKNESS SHALL BE 0.008 IN. (8 MILS). INSTALLATION OF POLY WRAP SHALL BE IN ACCORDANCE WITH AWWA C105. TRANSMISSION MAIN SHALL BE DIP RATED FOR 250 PSI.

VALVES

GATE VALVES SHALL BE RESILIENT SEAT AND SHALL CONFORM TO ANSI/AWWA C509.87 WITH WRENCH NUT, EXTENSION STEMS AND OTHER APPURTENANCES AS REQUIRED. MANUFACTURER'S CERTIFICATION OF THE VALVES COMPLIANCE WITH AWWA SPECIFICATION C509 AND TESTS LISTED THEREIN WILL BE REQUIRED. VALVES SHALL BE CLOW, DRESSER, KENNEDY, AMERICAN.

AIR RELEASE VALVES

AIR RELEASE VALVES SHALL BE PLACED AT HIGH POINTS OF THE TRANSMISSION MAIN TO PERMIT ESCAPE OF TRAPPED AIR. THE VALVE SIZE, LOCATION AND METHOD OF INSTALLATION SHALL BE INDICATED ON THE DRAWINGS, OR AS DIRECTED BY THE ENGINEER. AIR RELEASE VALVES SHALL BE CRISPN PRESSURE AIR VALVE TYPE.

WATER SERVICES

UNLESS OTHERWISE NOTED IN THE PLANS, THE UTILITY COMPANY SHALL PROVIDE AND INSTALL WATER METERS. CONTRACTOR SHALL CONSTRUCT WATER SERVICE THROUGH THE CURB STOP AND SET METER BOXES TO FINISHED GRADE AS SHOWN ON THE WATER SYSTEM DETAIL SHEET. POLYETHYLENE (PE) PRESSURE PIPE FOR WATER SERVICES 1/2" THROUGH 3" SHALL CONFORM TO AWWA C901.88, MIN. 200 PSI, AND SHALL BE PHILLIPS DRISCO CTS 5100 (DR-9) ASTM D-2737, 200 PSI. ALL SERVICES SHALL INCLUDE THE FOLLOWING: LOCKING CURB STOPS, WYE BRANCHES, UNIONS AS REQUIRED, PE SERVICE PIPE AND CORPORATION STOPS. THE SERVICE SHALL BE COMPLETE THROUGH THE CURB STOP AS SHOWN ON THE DETAIL SHEET, AND SHALL BE OF THE TYPE REQUIRED FOR COMPATIBILITY WITH THE SERVICE LINES SPECIFIED, AND FITTINGS SHALL BE MANUFACTURED BY FORD. WHERE APPLICABLE - UNLESS OTHERWISE NOTED IN PLANS, UTILITY COMPANY SHALL PROVIDE AND INSTALL IRRIGATION METERS. WHERE RECLAIM SERVICE IS NOT PROVIDED, CONTRACTOR SHALL CONSTRUCT IRRIGATION SERVICE THROUGH THE CURB STOP AND SET NEW BOXES TO FINISHED GRADE AS SHOWN ON THE WATER SYSTEM DETAIL SHEET.

PIPE INSTALLATION

PIPE INSTALLATION OF PVC WATER MAIN SHALL BE IN CONFORMANCE WITH ASTM D2774 (LATEST EDITION). INSTALLATION OF DUCTILE IRON PIPE WATER MAIN SHALL BE IN CONFORMANCE WITH AWWA C600.87. COMPACTED BACKFILL SHALL BE TO 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 UNDER ALL PAVEMENTS WITH 12" MAXIMUM LIFT THICKNESS. OTHER COMPACTION OF BACKFILL SHALL BE TO 95% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 WITH 12" MAXIMUM LIFT THICKNESS. SEE PIPE TRENCHING DETAILS. MINIMUM COVER OVER ALL PIPE SHALL BE 36" FROM TOP OF PIPE TO FINISHED GRADE. SEE PLAN AND PROFILE SHEETS FOR REQUIRED DEPTH. WATER MAINS ARE TO BE INSTALLED SO AS TO PROVIDE A MINIMUM VERTICAL CLEARANCE OF 18" OR A MINIMUM HORIZONTAL CLEARANCE OF 10' FROM ALL OTHER UTILITIES. IF THE MINIMUM CLEARANCE CAN NOT BE ACHIEVED, THEN DUCTILE IRON WATER MAIN SHALL BE SPECIFIED 10 FEET EITHER SIDE OF THE CROSSING. HORIZONTAL AND VERTICAL MINIMUM SEPARATION DISTANCE REQUIREMENTS BETWEEN WATER MAIN AND ALL OTHER UTILITIES SHALL COMPLY WITH 62-555.314 (1), (2), (3) AND (4), FAC. ALL WATER MAINS SHALL BE INSTALLED WITH CONCRETE THRUST BLOCKS. ALL PLUGS, CAPS, TEES, BENDS, FIRE HYDRANTS, VALVES, ETC. SHALL BE MECHANICAL JOINT FITTINGS.

SCHEDULING

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SCHEDULE OF WORK TO BE COMPLETED INCLUDING DATES FOR ELECTRICAL, COMMUNICATION, WALLS, FENCES, UTILITIES, LANDSCAPING, IRRIGATION, HARDESCAPING, ROADWAY, MASS GRADING, WELL INSTALLATION, WASTEWATER SYSTEM, ETC. (IF APPLICABLE)

DATE									
REVISIONS									
#									

CONSTRUCTION NOTES

THE GROVE AT PINE MEADOWS SUBDIVISION

PROJECT # GE0942022
EUSTIS, FLORIDA

GERMANA ENGINEERING AND ASSOCIATES, LLC
1120 WEST MINNEOLA AVENUE
CLERMONT, FL 34711
WWW.GERMANAENGINEERING.COM
ENGINEERING FIRM REGISTRY # 29279

SCALE: NTS

DATE: 02-13-2023

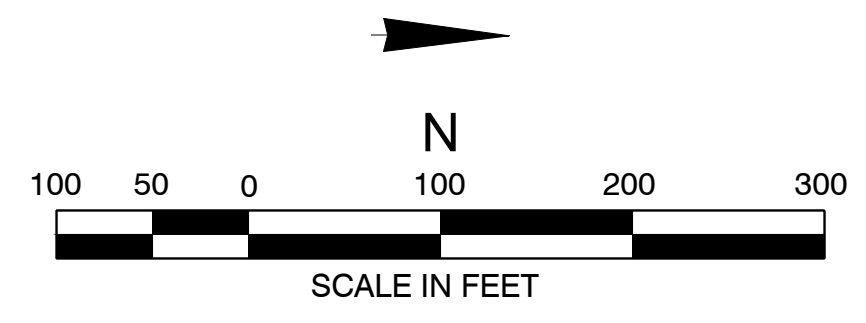
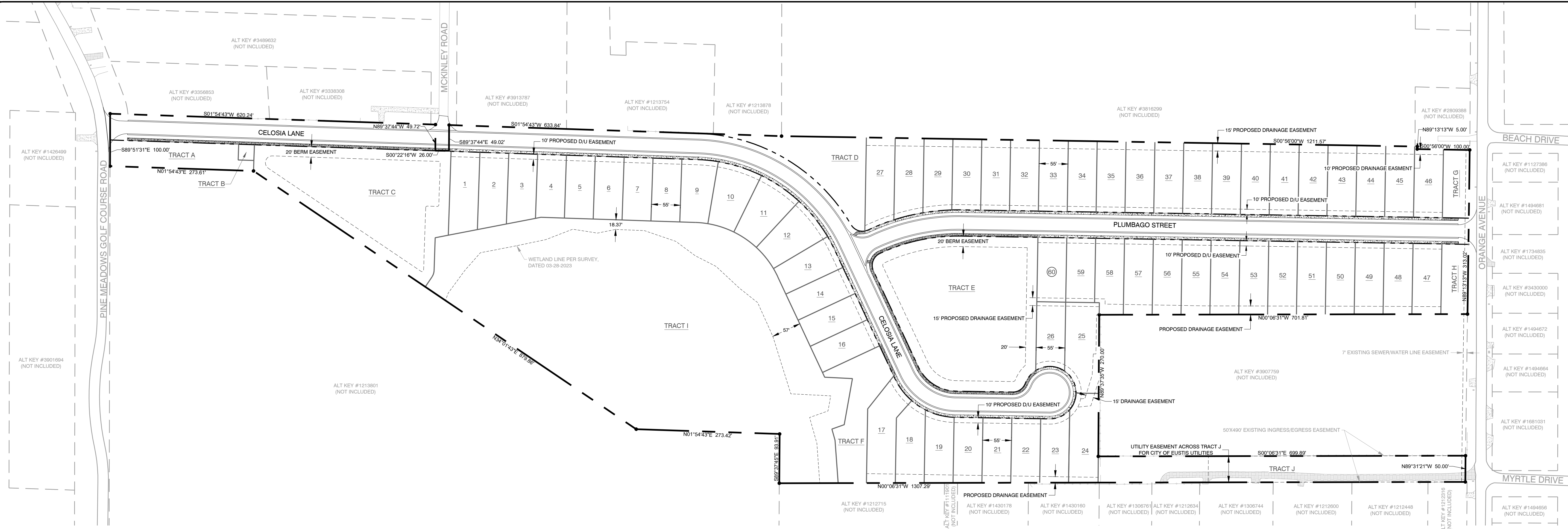
SHEET

C-002

CHRISTOPHER M. GERMANA, P.E., STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 61682
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CHRISTOPHER M. GERMANA, P.E. ON THE DATE INDICATED HERE
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



DATE: 05-10-2024
CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 29279



DATE	REVISIONS
05-07-2024	1. REVISED PER COMMENTS

**SUBDIVISION
MASTER PLAN**

**THE GROVE AT PINE MEADOWS
SUBDIVISION**

**GERMANA ENGINEERING
AND ASSOCIATES, LLC**
1120 WEST MINNEOLA AVENUE
CLERMONT, FL 34711
WWW.GERMANAENGINEERING.COM
ENGINEERING FIRM REGISTRY # 29279

SCALE: 1" = 100'
DATE: 02-13-2023
SHEET
C-103

NOTES

- THE SITE CONSTRUCTION STAKEOUT SHALL BE PERFORMED UNDER THE DIRECTION OF A FLORIDA REGISTERED SURVEYOR. AUTOCAD FILE WILL BE PROVIDED TO AID IN THE SITE CONSTRUCTION STAKEOUT. ANY DISCREPANCIES FOUND BETWEEN THE AUTOCAD FILES SHALL BE BROUGHT TO THE ENGINEERS ATTENTION FOR CLARIFICATION PRIOR TO THAT STAKEOUT.
- PROJECT SITE SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FBC) 8TH EDITION (2023).
- UTILITY EASEMENTS TO BE DEDICATED TO THE CITY OF EUSTIS AND ELECTRICITY PROVIDER WHERE APPLICABLE.
- DRAINAGE UTILITIES TO BE DEDICATED TO THE HOME OWNERS ASSOCIATION.
- THE HOME OWNERS ASSOCIATION SHALL MAINTAIN ALL COMMON AREAS, FENCES, AND RETENTION AREAS.
- ALL SIDEWALKS CONSTRUCTED THROUGHOUT THE ENTIRE SITE SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE CITY OF EUSTIS LAND DEVELOPMENT REGULATIONS AND SPECIFICATIONS.
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- ALL UTILITY LINES TO BE DESIGNED TO MEET THE CITY OF EUSTIS STANDARDS.
- ALL CONSTRUCTION MATERIAL AND OTHER PROPOSED IMPROVEMENTS SHALL MEET THE APPLICABLE CODES OF THE CITY OF EUSTIS, CITY OF EUSTIS DETAILS, OR APPROVED EQUALS, AND WILL BE UTILIZED ON THE FINAL CONSTRUCTION PLANS.
- ANY PROPOSED MECHANICAL GATES WILL REQUIRE FIRE DEPARTMENT ACCESS (CLICKCENTER, TO BE PERMITTED SEPARATELY).
- ONLY COMMON AREA SIDEWALKS ARE TO BE BUILT WITH THIS PROJECT. INDIVIDUAL LOT SIDEWALKS ARE TO BE BUILT WITH THE CONSTRUCTION OF EACH LOT.

LEGEND

- PROJECT PROPERTY LINE
- PROPOSED LOT LINE
- EXTERIOR PARCEL LINE
- PROPOSED EASEMENT
- WETLAND LINE
- FLOOD ZONE LINE
- PROPOSED CONCRETE TO BE CONSTRUCTED WITH LOTS (TYPICAL)
- PROPOSED CONCRETE TO BE CONSTRUCTED WITH THIS PROJECT (TYPICAL)
- EXISTING CONCRETE

SITE DATA

- SITE AREA** = 24.96 AC / 1,087,108 SF
- SITE LOCATION**
EUSTIS, FLORIDA 32726
SECTION 26, TOWNSHIP 18 SOUTH, RANGE 26 EAST
- SITE DESCRIPTION**
ALT KEYS: 3907758, 2831634, 1588243
FUTURE LAND USE: SUBURBAN RESIDENTIAL (SR)
DESIGN DISTRICT: RURAL NEIGHBORHOOD
- SITE REQUIREMENTS**
MAXIMUM DENSITY: 5 DU/ACRE
MINIMUM OPEN SPACE REQUIRED: 25%
MAXIMUM ISR: 40%
PARK SPACE REQUIREMENT: 1 ACRE
AVERAGE WETLAND BUFFER REQUIRED: 50'
- SUBDIVISION DATA**
USE TYPE: SINGLE-FAMILY RESIDENTIAL
TOTAL NUMBER OF LOTS: 60
MINIMUM LOT DIMENSIONS: 120' X 55'
NET BUILDABLE AREA = SITE AREA - WETLAND AREA
= 24.96 AC - 4.16 AC
= 20.80 AC (DENSITY = 2.88 DU/AC < 5 DU/AC)
OPEN SPACE REQUIRED: 5.20 AC (25.00%)
OPEN SPACE PROVIDED: 5.70 AC (27.40%)
PARK SPACE PROVIDED: 1.09 AC (>1 AC)
R/W WIDTH: 50'
50' BUFFER PROPOSED ALONG ORANGE AVENUE (NORTH)
AVERAGE WETLAND BUFFER PROVIDED: 50'
WATER DEMAND: 60 UNITS X 350 GPD/UNIT = 21,000 GPD
SEWER DEMAND: 60 UNITS X 300 GPD/UNIT = 18,000 GPD
TRAFFIC: 60 UNITS X 9.44 TRIPS/UNIT = 567 TRIPS
SCHOOL AGE POPULATION: 0.0 X 0.5 = 39 CHILDREN

6. LOT SETBACKS

- FRONT SETBACK = 25'
- SIDE SETBACK = 5'
- REAR SETBACK = 10'

7. UTILITY DATA

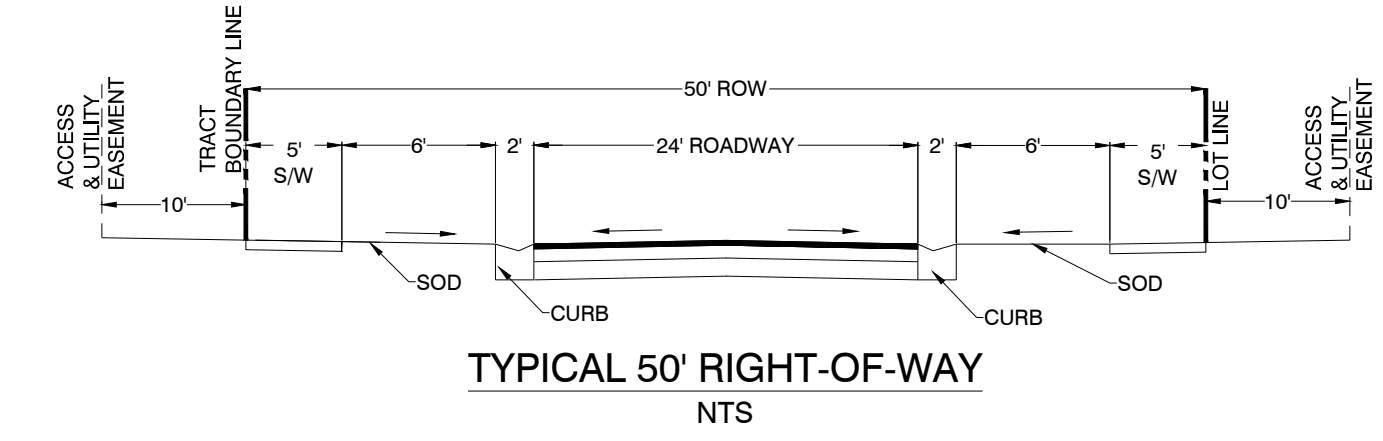
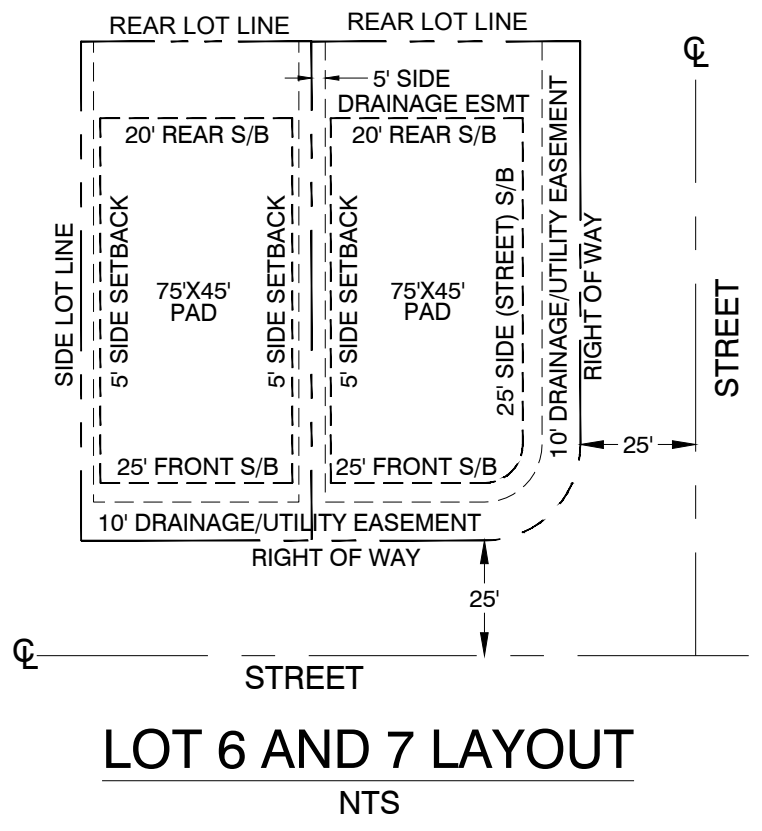
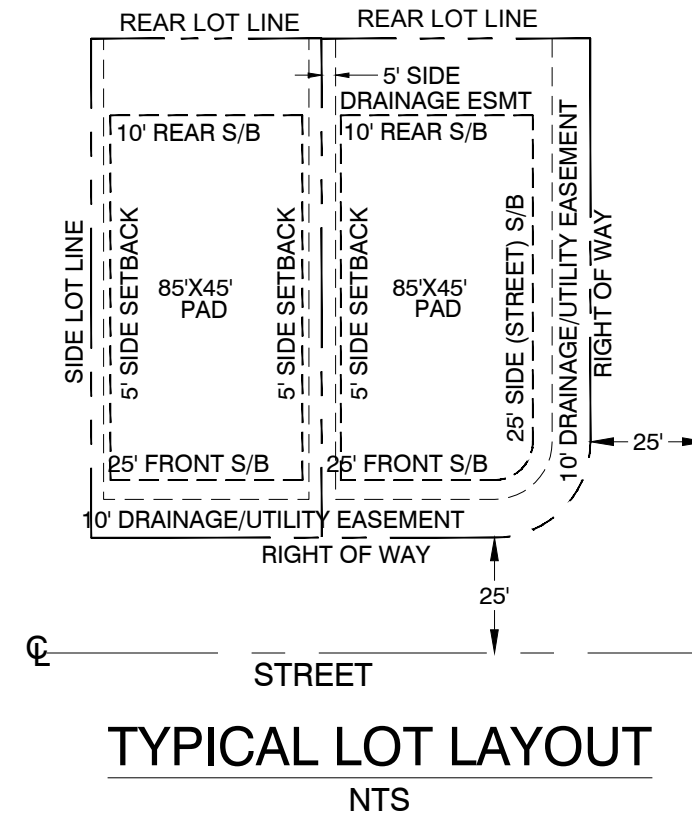
- WATER: CITY OF EUSTIS
- WASTEWATER: CITY OF EUSTIS
- ELECTRICITY: SECO ENERGY

6. IMPERVIOUS DATA

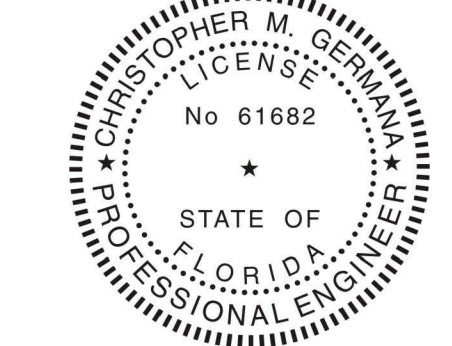
- 55' WIDE LOTS = 4.13 AC (3,000 SF/LOT)
- ROADWAY = 2.17 AC
- SIDEWALK = 0.57 AC
- ON-SITE IMPERVIOUS = 6.87 AC (ISR = 27.52%)
- PERVIOUS = 18.09 AC (72.48%)

TRACT TABLE

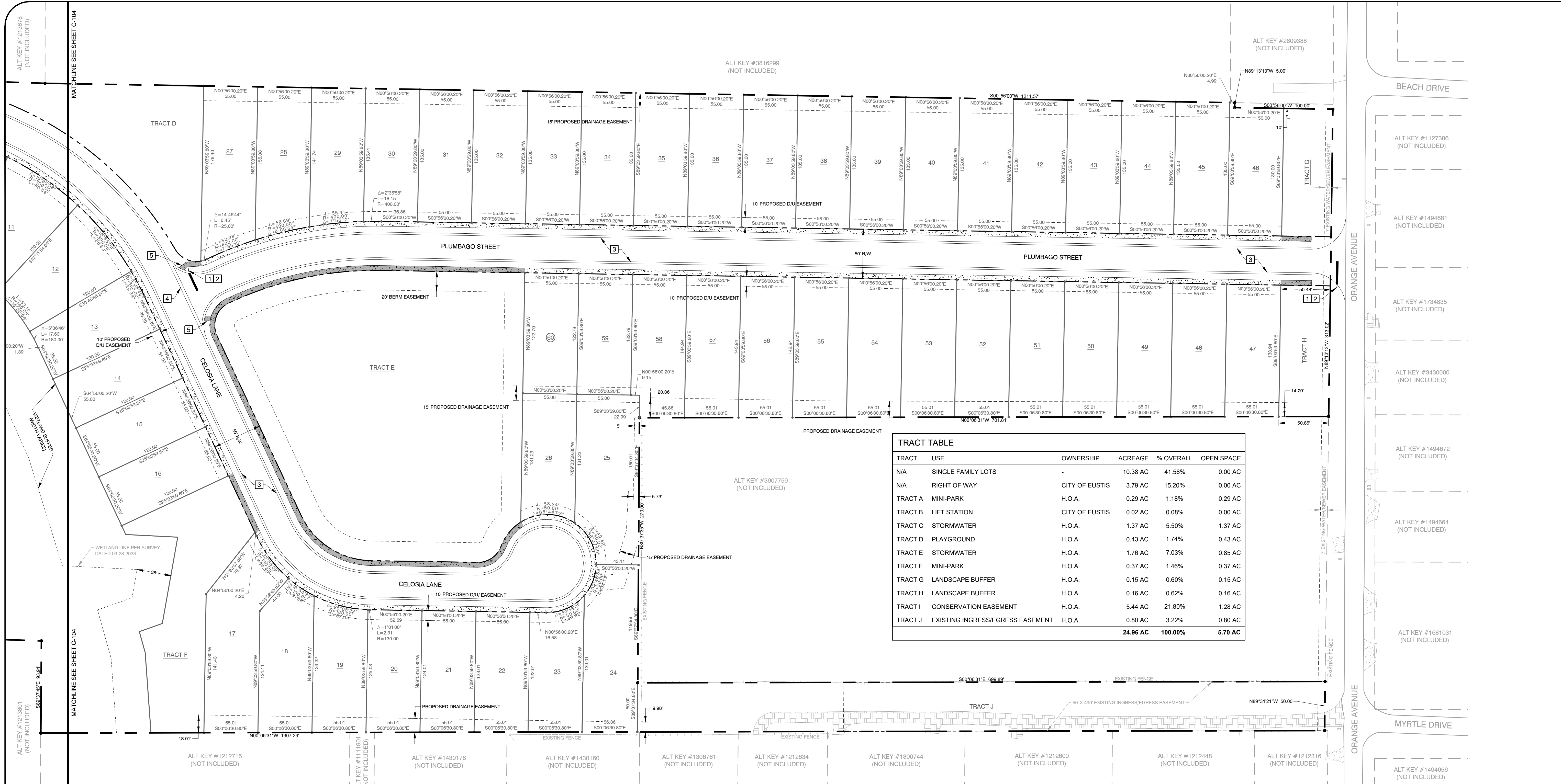
TRACT	USE	OWNERSHIP	ACREAGE	% OVERALL	OPEN SPACE
N/A	SINGLE FAMILY LOTS	-	10.38 AC	41.58%	0.00 AC
N/A	RIGHT OF WAY	CITY OF EUSTIS	3.79 AC	15.20%	0.00 AC
TRACT A	MINI-PARK	H.O.A.	0.29 AC	1.18%	0.29 AC
TRACT B	LIFT STATION	CITY OF EUSTIS	0.02 AC	0.08%	0.00 AC
TRACT C	STORMWATER	H.O.A.	1.37 AC	5.50%	1.37 AC
TRACT D	PLAYGROUND	H.O.A.	0.43 AC	1.74%	0.43 AC
TRACT E	STORMWATER	H.O.A.	1.76 AC	7.03%	0.85 AC
TRACT F	MINI-PARK	H.O.A.	0.37 AC	1.46%	0.37 AC
TRACT G	LANDSCAPE BUFFER	H.O.A.	0.15 AC	0.60%	0.15 AC
TRACT H	LANDSCAPE BUFFER	H.O.A.	0.16 AC	0.62%	0.16 AC
TRACT I	CONSERVATION EASEMENT	H.O.A.	5.44 AC	21.80%	1.28 AC
TRACT J	EXISTING INGRESS/EGRESS EASEMENT	H.O.A.	0.80 AC	3.22%	0.80 AC
			24.96 AC	100.00%	5.70 AC



CHRISTOPHER M. GERMANA, P.E., STATE OF FLORIDA,
PROFESSIONAL ENGINEER, LICENSE NO. 61682
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DATE: 05-10-2024
CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 29279



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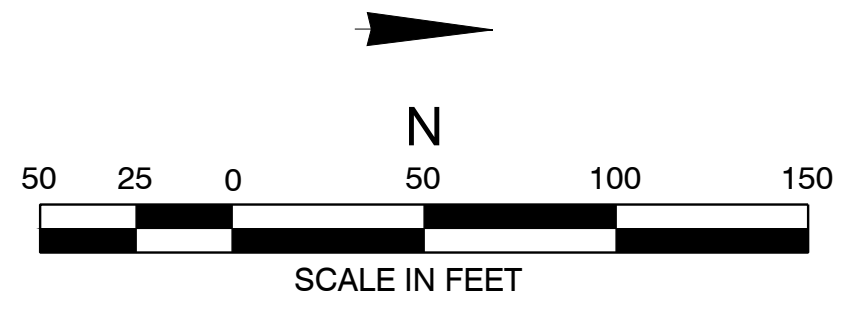
- KEY LEGEND**
- 1 24" WHITE PAINTED STOP BAR
 - 2 30" R-1 - STOP SIGN AND STREET SIGN
 - 3 DROP CURB (PER FDOT INDEX 300)
 - 4 VALLEY GUTTER CURB AT INTERSECTION (PER FDOT INDEX 300)
 - 5 HANDICAP RAMP W/ EXPOSED AGGREGATE DETECTABLE WARNING (PER FDOT INDEX 304)

SITE DATA

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- SITE LOCATION**
EUSTIS, FLORIDA 32728
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DATE	REVISIONS

SUBDIVISION SITE PLAN 2

THE GROVE AT PINE MEADOWS SUBDIVISION

GERMANA ENGINEERING AND ASSOCIATES, LLC
1120 WEST MINNEOLA AVENUE
CLERMONT, FL 34711
WWW.GERMANAENGINEERING.COM
ENGINEERING FIRM REGISTRY # 29279

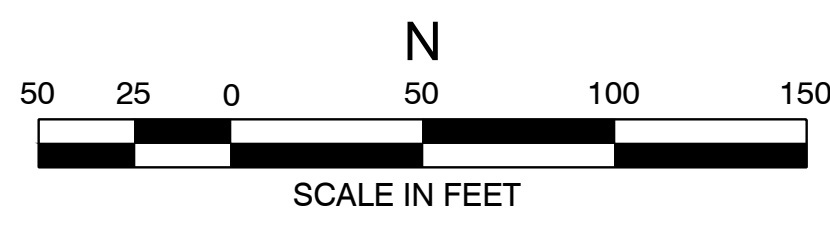
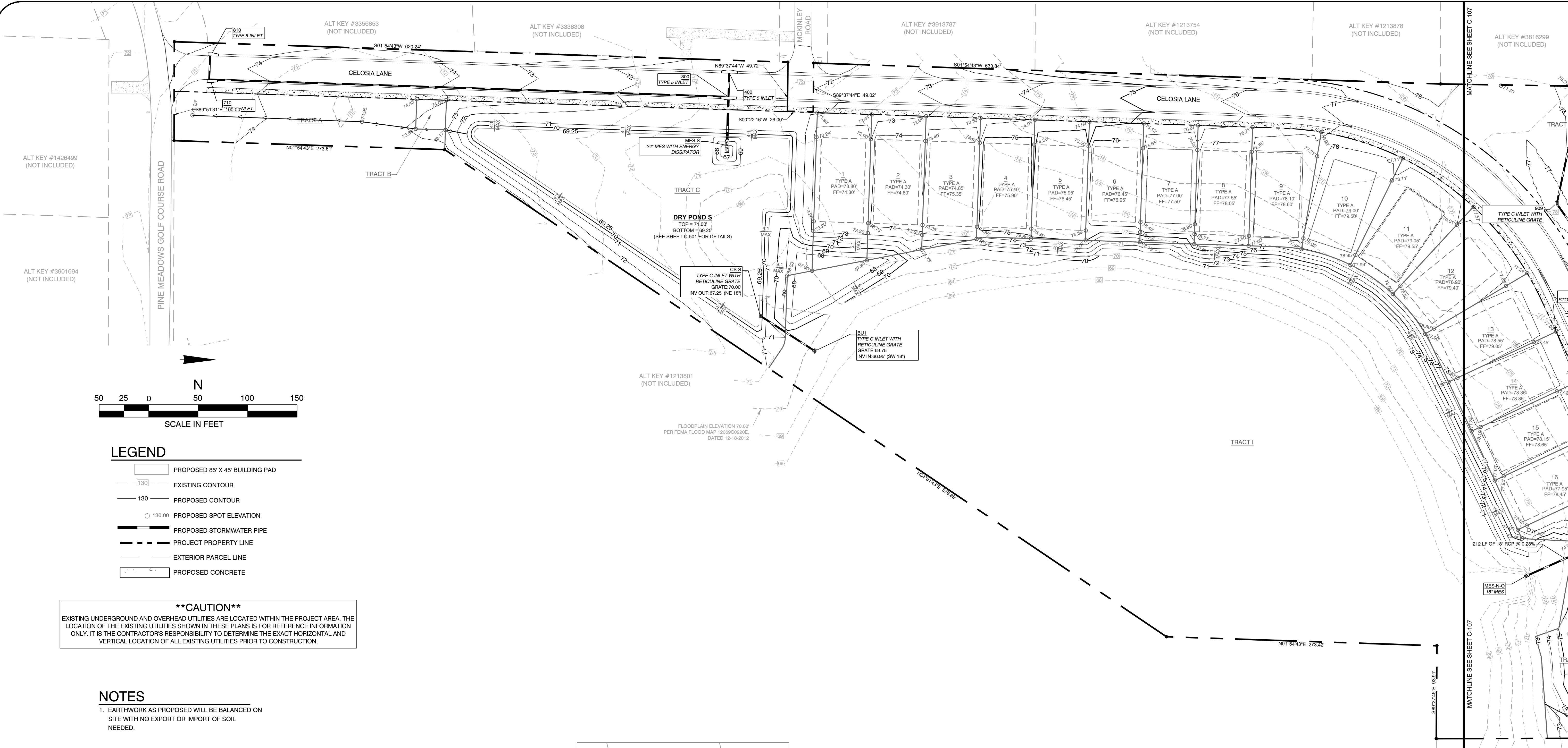
SCALE: 1" = 50'
DATE: 02-13-2023
SHEET
C-105

CHRISTOPHER M. GERMANA, P.E., STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 61682

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LEGEND

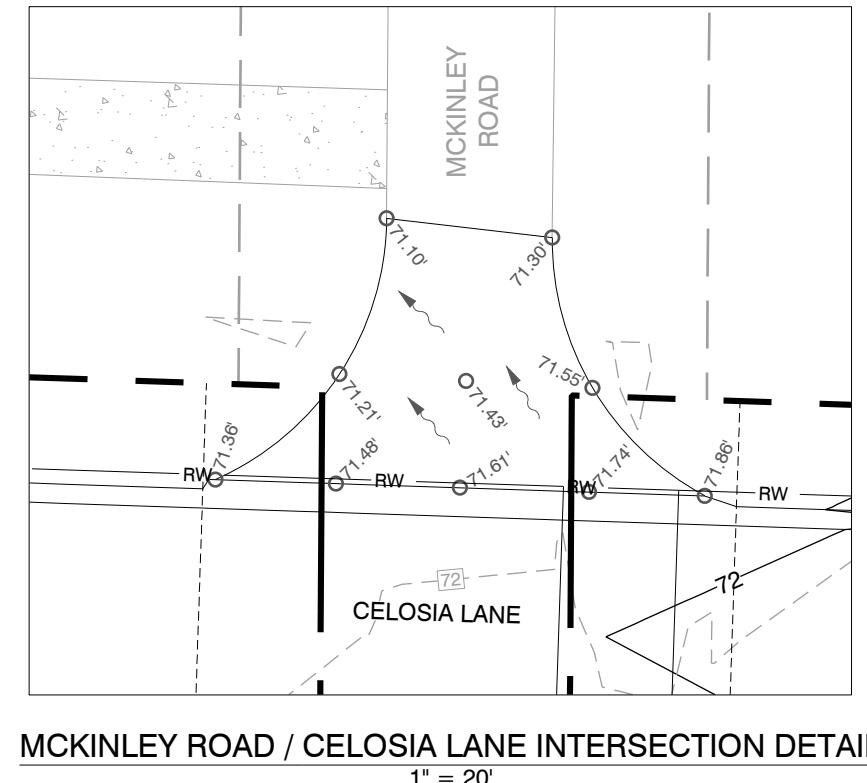
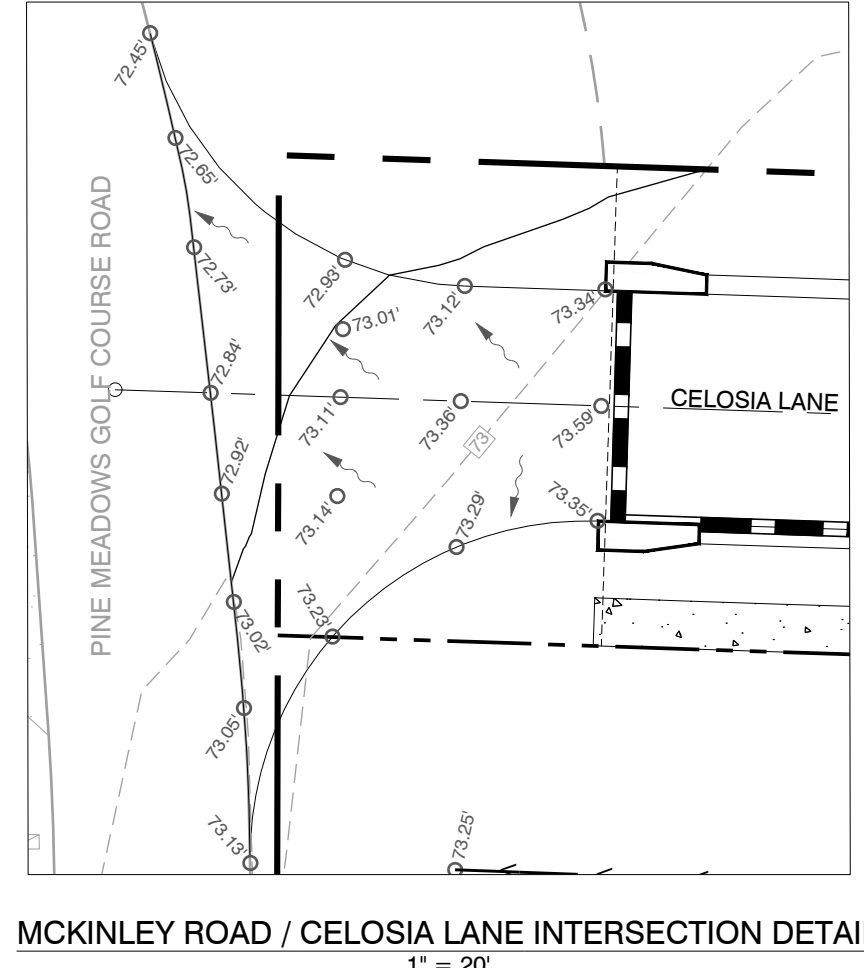
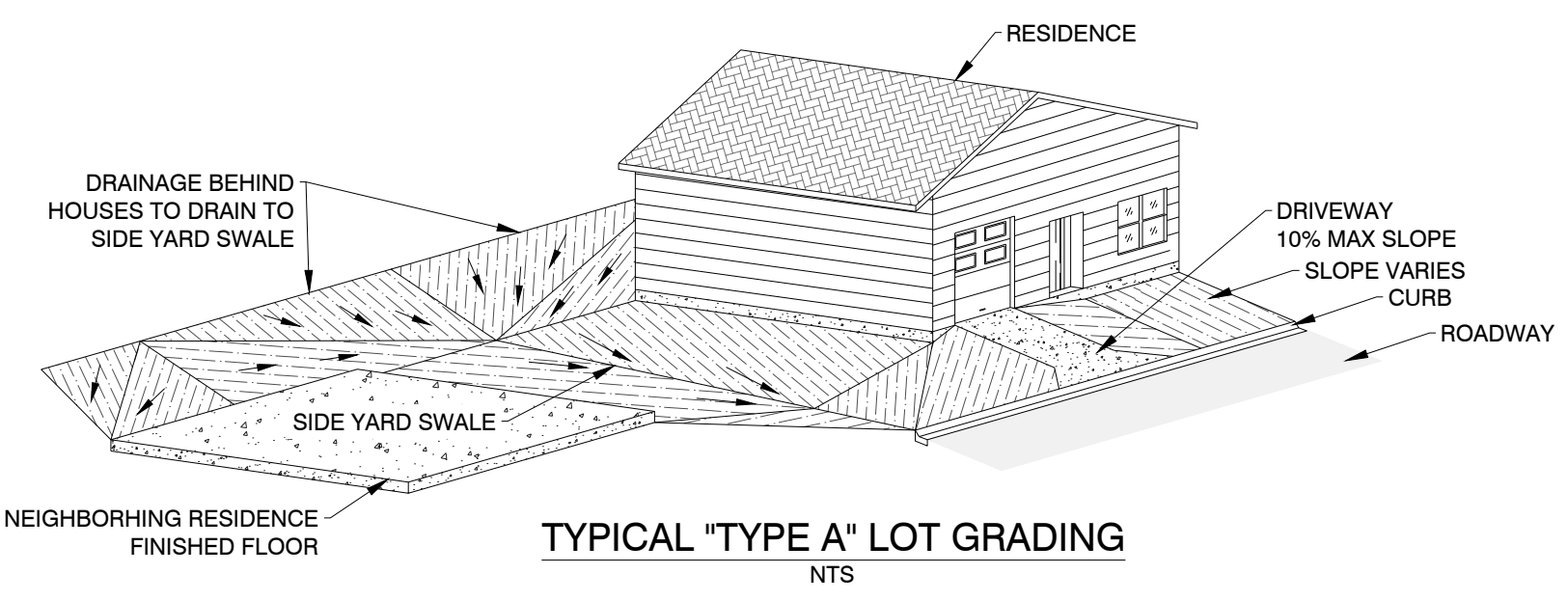
- PROPOSED 85' X 45' BUILDING PAD
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- PROPOSED STORMWATER PIPE
- PROJECT PROPERTY LINE
- EXTERIOR PARCEL LINE
- PROPOSED CONCRETE

****CAUTION****
 EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE LOCATED WITHIN THE PROJECT AREA. THE LOCATION OF THE EXISTING UTILITIES SHOWN IN THESE PLANS IS FOR REFERENCE INFORMATION ONLY. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

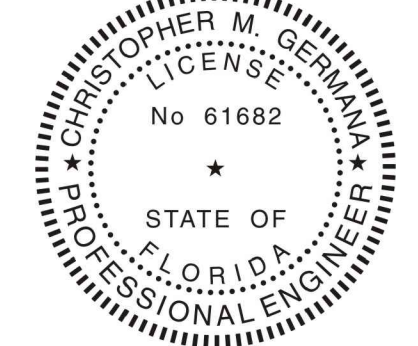
NOTES

1. EARTHWORK AS PROPOSED WILL BE BALANCED ON SITE WITH NO EXPORT OR IMPORT OF SOIL NEEDED.

FLOOD ELEVATION NOTE
 THE 100-YEAR FLOOD ELEVATION ADJACENT TO THE SUBJECT PROPERTY IS 70.00'. THIS ELEVATION WAS DETERMINED BY USING FEMA FLOOD MAP 12069C0220E, DATED 12-18-2012.



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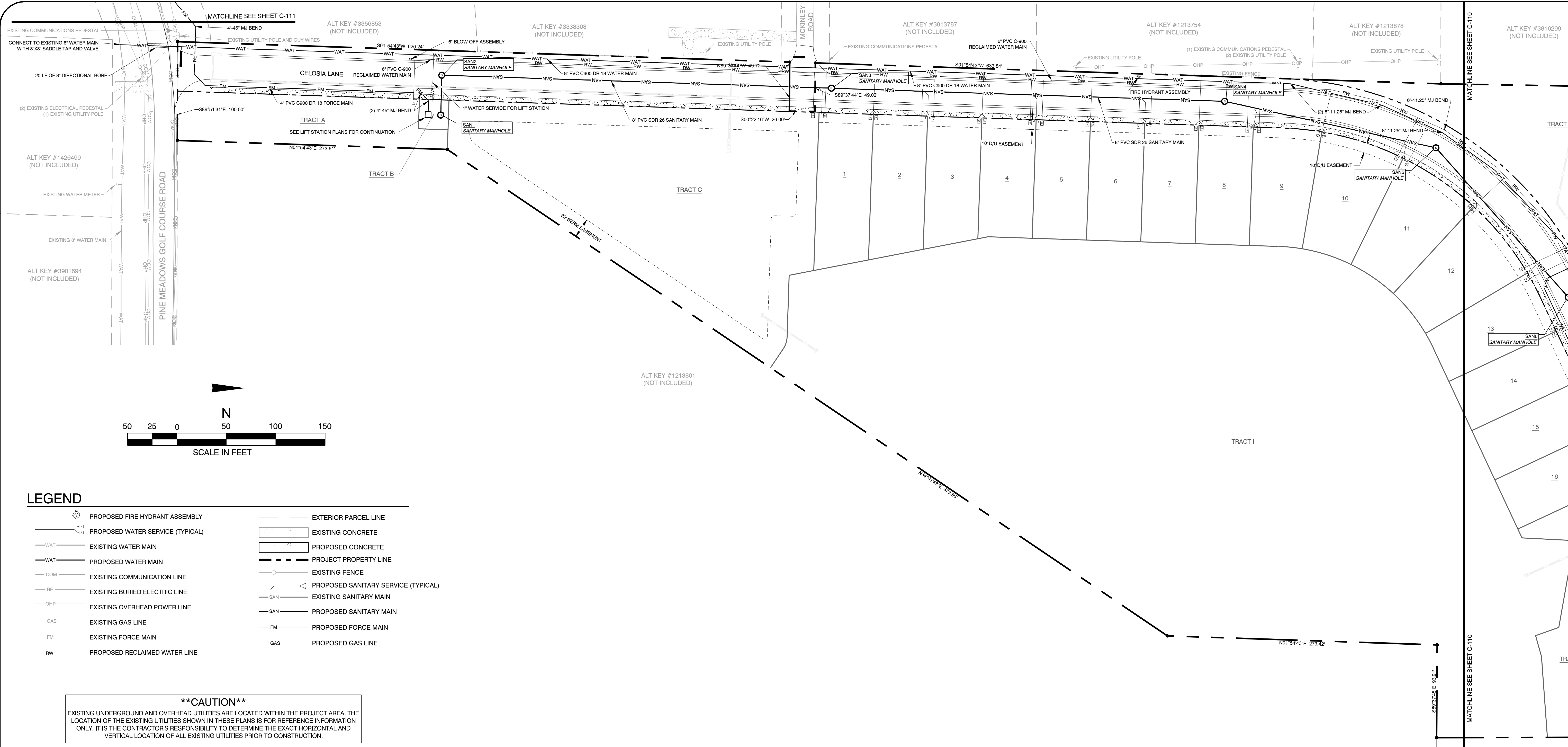
DATE	REVISIONS

SUBDIVISION GRADING AND DRAINAGE PLAN 1

THE GROVE AT PINE MEADOWS SUBDIVISION

GERMANA ENGINEERING AND ASSOCIATES, LLC
 1120 WEST MINNEOLA AVENUE
 CLERMONT, FL 34711
 WWW.GERMANAENGINEERING.COM
 ENGINEERING FIRM REGISTRY # 29279

SCALE: 1" = 50'
 DATE: 02-13-2023
 SHEET
C-106



DATE	REVISIONS
04-02-2024	1. ADDED RECLAIMED WATER
05-07-2024	2. REVISED PER COMMENTS

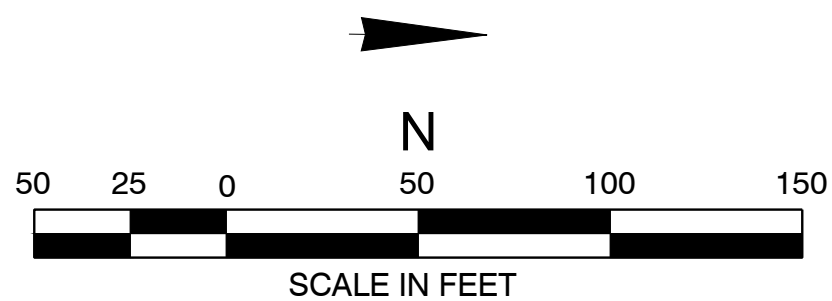
**SUBDIVISION
UTILITY PLAN 1**

**THE GROVE AT PINE MEADOWS
SUBDIVISION**

**GERMANA ENGINEERING
AND ASSOCIATES, LLC**
 1120 WEST MINNIEOLA AVENUE
 CLERMONT, FL 34711
 WWW.GERMANAENGINEERING.COM
 ENGINEERING FIRM REGISTRY # 29279

PROJECT # GE0942022

EUSTIS, FLORIDA



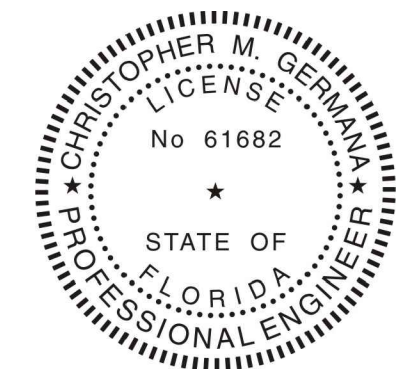
LEGEND

	PROPOSED FIRE HYDRANT ASSEMBLY		EXTERIOR PARCEL LINE
	PROPOSED WATER SERVICE (TYPICAL)		EXISTING CONCRETE
	EXISTING WATER MAIN		PROPOSED CONCRETE
	PROPOSED WATER MAIN		PROJECT PROPERTY LINE
	EXISTING COMMUNICATION LINE		EXISTING FENCE
	EXISTING BURIED ELECTRIC LINE		PROPOSED SANITARY SERVICE (TYPICAL)
	EXISTING OVERHEAD POWER LINE		EXISTING SANITARY MAIN
	EXISTING GAS LINE		PROPOSED SANITARY MAIN
	EXISTING FORCE MAIN		PROPOSED FORCE MAIN
	PROPOSED RECLAIMED WATER LINE		PROPOSED GAS LINE

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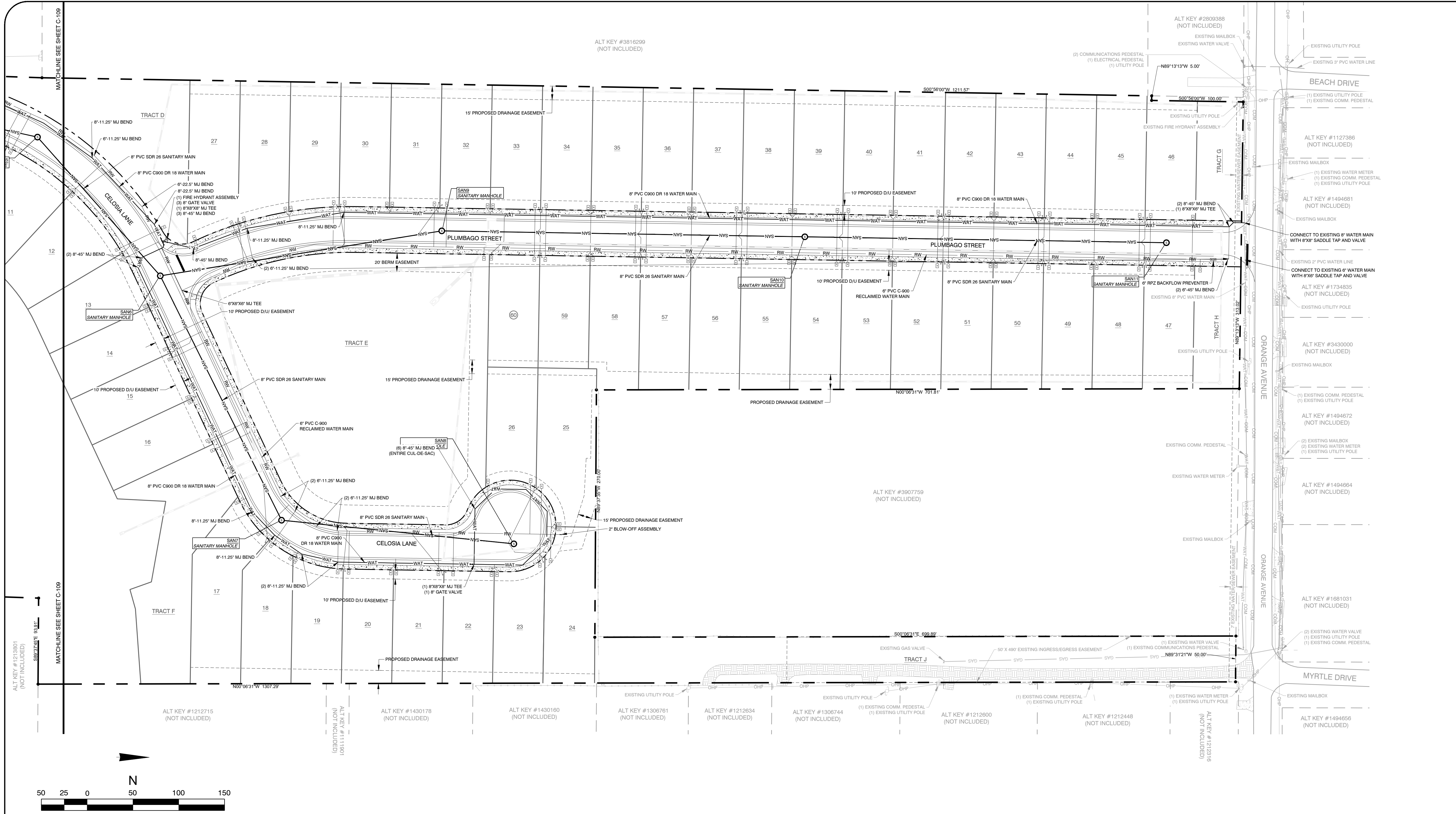
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 - ALL UTILITY CONSTRUCTION TO CONFORM TO THE CITY OF EUSTIS CONSTRUCTION STANDARDS.
 - THE MINIMUM FIRE FLOW AND FLOW DURATION REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS HAVING A FIRE FLOW AREA THAT DOES NOT EXCEED 5000FT² SHALL BE 1000 GPM FOR 1 HOUR. (NFPA 18.4.5.1.1)
 - NEWLY INSTALLED FIRE HYDRANTS MUST BE FLOW TESTED AND SHALL BE WITNESSED (FEE APPLIES) BY LAKE COUNTY FIRE INSPECTOR PRIOR TO APPROVAL OF FINAL PLAT AND ANY BUILDING PERMITS.
 - FIRE PROTECTION WATER SUPPLY WILL BE AVAILABLE PRIOR TO AND DURING CONSTRUCTION.

CHRISTOPHER M. GERMANA, P.E., STATE OF FLORIDA,
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SCALE: 1" = 50'
 DATE: 02-13-2023
 SHEET
C-109



DATE	REVISIONS
04-02-2024	1. ADDED RECLAIMED WATER
05-07-2024	2. REVISED PER COMMENTS

**SUBDIVISION
UTILITY PLAN 2**

**THE GROVE AT PINE MEADOWS
SUBDIVISION**

**GERMANA ENGINEERING
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1120 WEST MINNIEOLA AVENUE
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SCALE: 1" = 50'
DATE: 02-13-2023
SHEET
C-110

LEGEND

	PROPOSED FIRE HYDRANT ASSEMBLY		EXTERIOR PARCEL LINE
	PROPOSED WATER SERVICE (TYPICAL)		EXISTING CONCRETE
	EXISTING WATER MAIN		PROPOSED CONCRETE
	PROPOSED WATER MAIN		PROJECT PROPERTY LINE
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	EXISTING BURIED ELECTRIC LINE		PROPOSED SANITARY SERVICE (TYPICAL)
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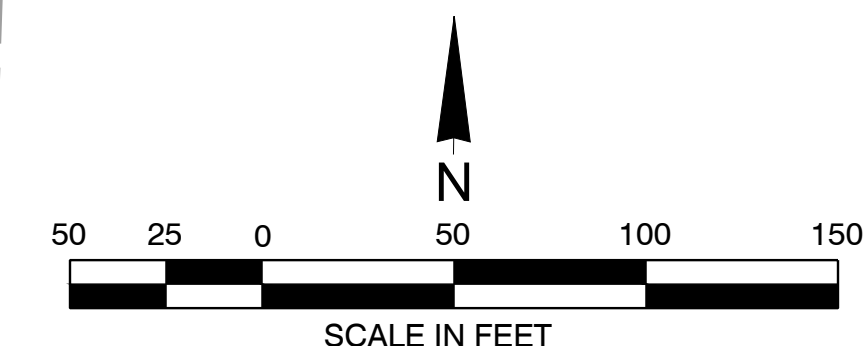
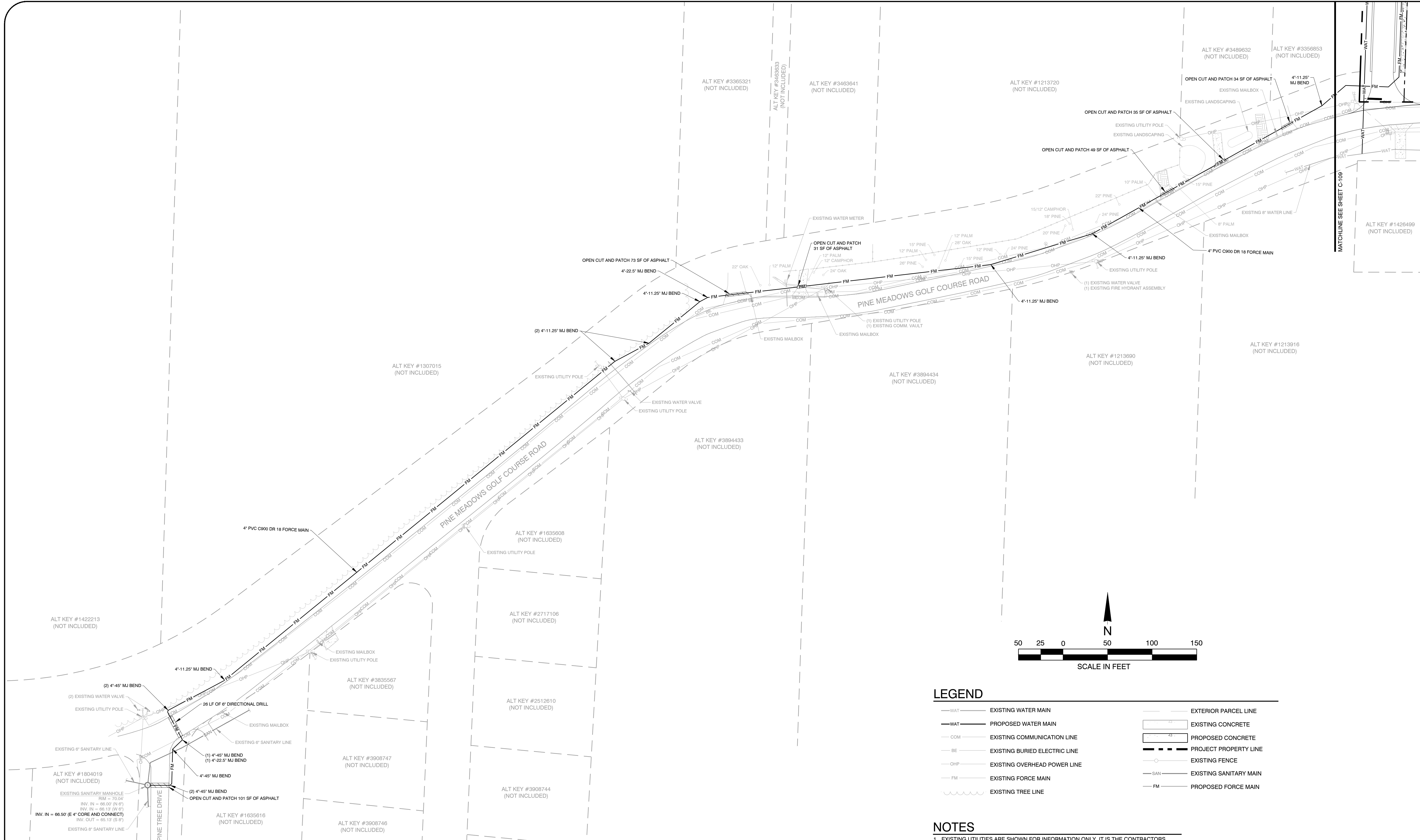
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LEGEND

—WAT—	EXISTING WATER MAIN	—	EXTERIOR PARCEL LINE
—WAT—	PROPOSED WATER MAIN	—	EXISTING CONCRETE
—COM—	EXISTING COMMUNICATION LINE	—	PROPOSED CONCRETE
—BE—	EXISTING BURIED ELECTRIC LINE	—	PROJECT PROPERTY LINE
—OHP—	EXISTING OVERHEAD POWER LINE	—	EXISTING FENCE
—FM—	EXISTING FORCE MAIN	—	EXISTING SANITARY MAIN
—	EXISTING TREE LINE	—	PROPOSED FORCE MAIN

NOTES

- EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY. IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE THE EXACT LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. DAMAGE TO EXISTING UTILITIES IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE REPAIRED AT THE CONTRACTORS OWN EXPENSE.
- ALL UTILITY CONSTRUCTION TO CONFORM TO THE CITY OF EUSTIS CONSTRUCTION STANDARDS.
- CONTRACTOR TO COORDINATE WITH UTILITY COMPANY TO RELOCATE EXISTING COMMUNICATIONS LINES IN CONFLICT WITH PROPOSED 4" FORCE MAIN.

CHRISTOPHER M. GERMANA, P.E., STATE OF FLORIDA,
 PROFESSIONAL ENGINEER, LICENSE NO. 61682
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DATE: 05-10-2024
 CHRISTOPHER M. GERMANA, P.E.
 FLORIDA PROFESSIONAL ENGINEER # 61682
 ENGINEERING FIRM REGISTRY # 29279

DATE	REVISIONS

**OFF-SITE
 UTILITY PLAN**

**THE GROVE AT PINE MEADOWS
 SUBDIVISION**

EUSTIS, FLORIDA

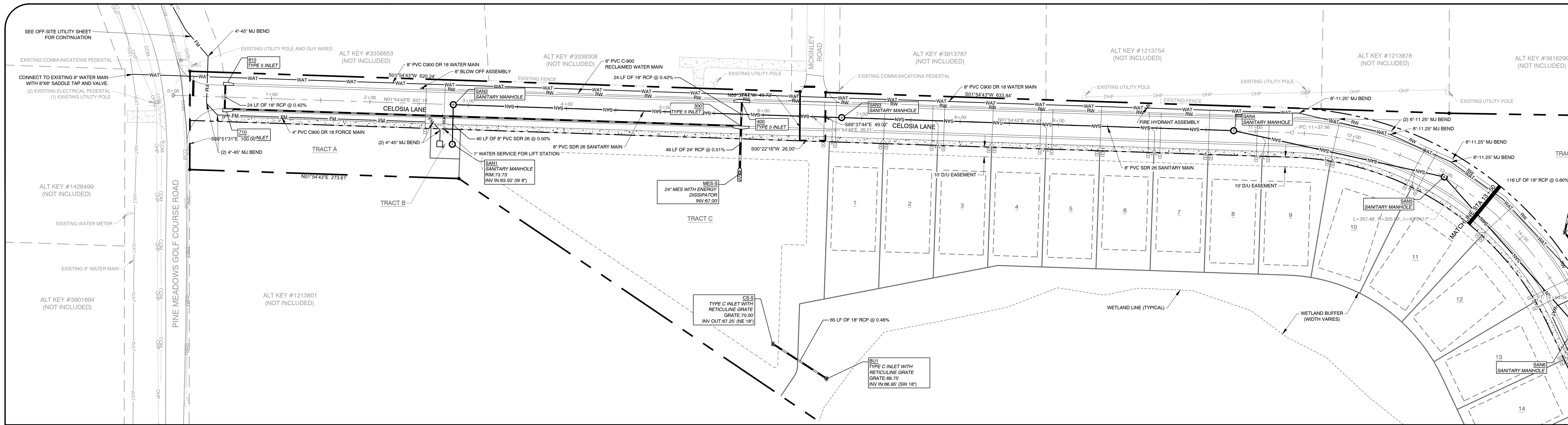
PROJECT # GE0342022

**GERMANA ENGINEERING
 AND ASSOCIATES, LLC**
 1120 WEST MINNEOLA AVENUE
 CLEMONT, FL 34711
 WWW.GERMANAENGINEERING.COM
 ENGINEERING FIRM REGISTRY # 29279

SCALE: 1" = 50'

DATE: 02-13-2023

SHEET
C-111

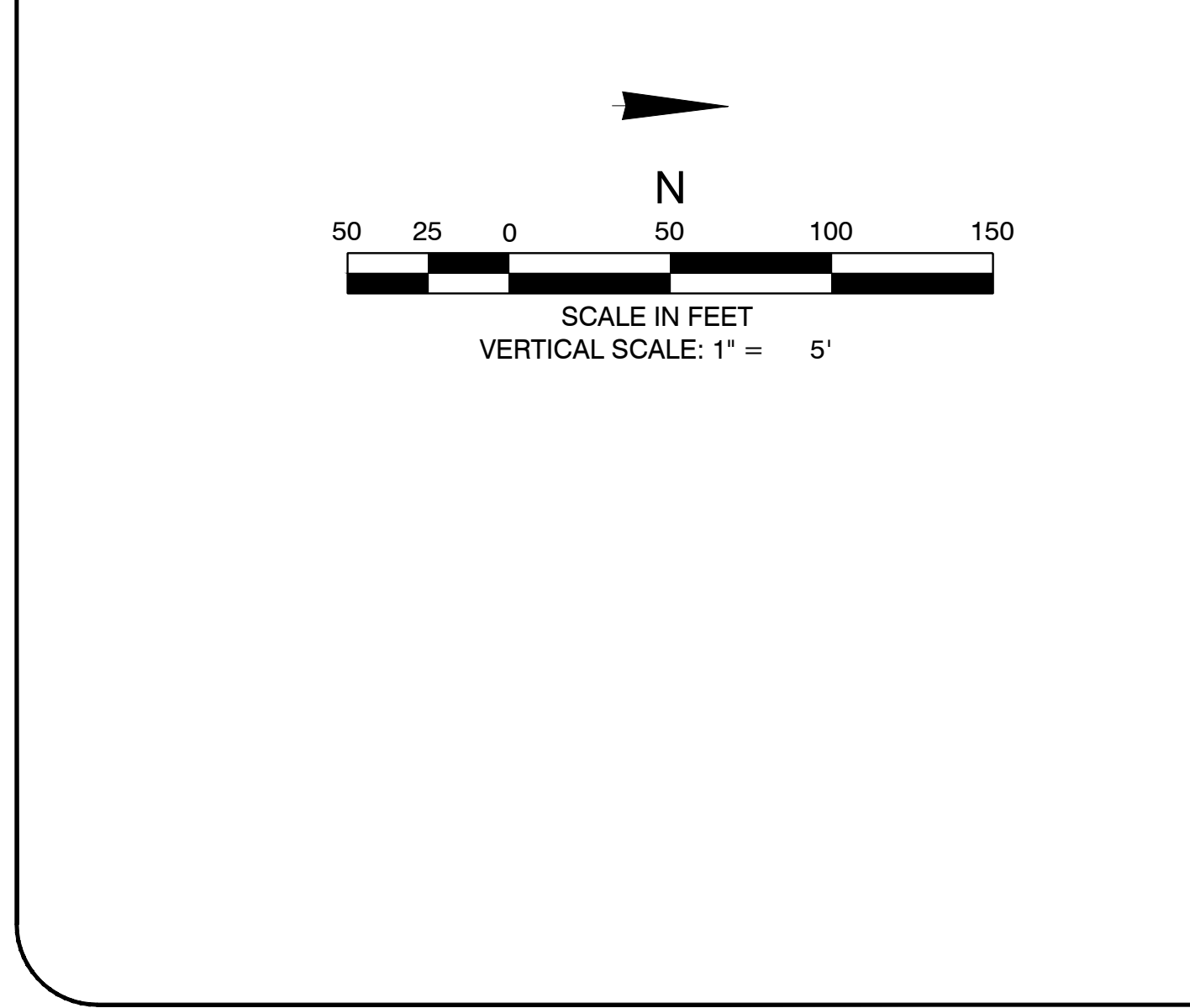
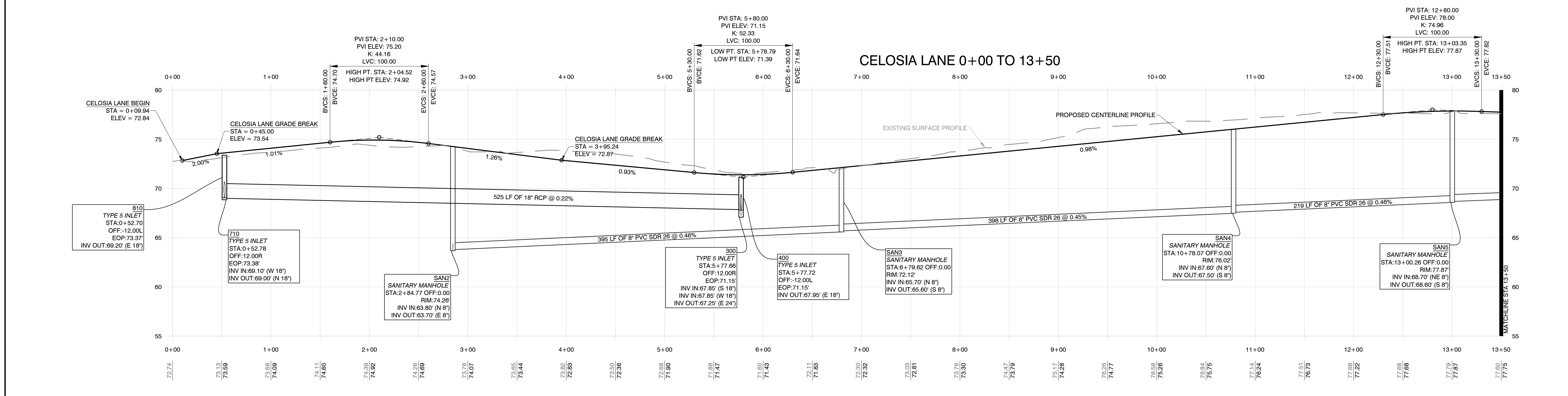


DATE	04-02-2024
REVISIONS	1. ADDED RECLAIMED WATER
#	

**CELOSIA LANE
PLAN AND PROFILE
0+00 TO 13+50**

**THE GROVE AT PINE MEADOWS
SUBDIVISION**

PROJECT # GE0942022
EUSTIS, FLORIDA



LEGEND

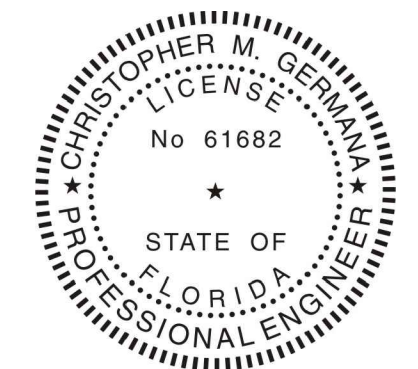
- WAT— EXISTING WATER MAIN
- WAT— PROPOSED WATER MAIN
- (S)— PROPOSED WATER SERVICE (TYPICAL)
- SW— PROPOSED STORMWATER LINE
- P— PROPOSED PAVEMENT CENTERLINE
- E— EASEMENT LINE
- P— EXTERIOR PARCEL LINE
- F— EXISTING FENCE LINE
- C— EXISTING CONCRETE
- PC— PROPOSED CONCRETE
- COM— EXISTING COMMUNICATION LINE
- BE— EXISTING BURIED ELECTRIC LINE
- OHP— EXISTING OVER HEAD POWER LINE
- RW— PROPOSED RECLAIMED WATER LINE
- W— WETLAND LINE (PER SURVEYED FLAGS)
- SAN— PROPOSED SANITARY LINE
- SS— PROPOSED SANITARY SERVICE (TYPICAL)
- FM— PROPOSED FORCE MAIN
- FM— EXISTING FORCE MAIN

CHRISTOPHER M. GERMANA, P.E., STATE OF FLORIDA,
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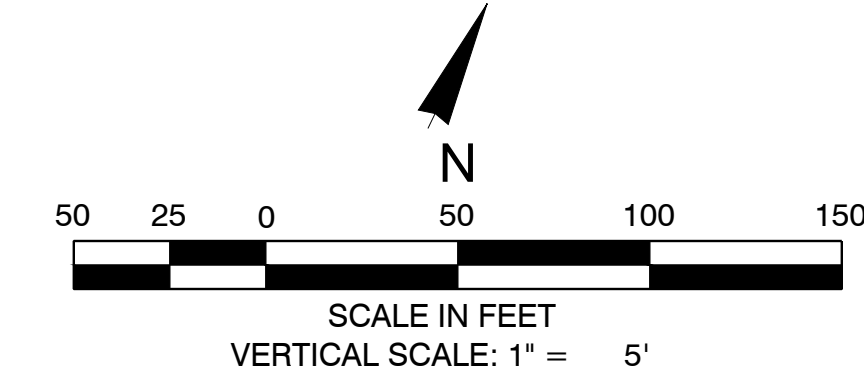
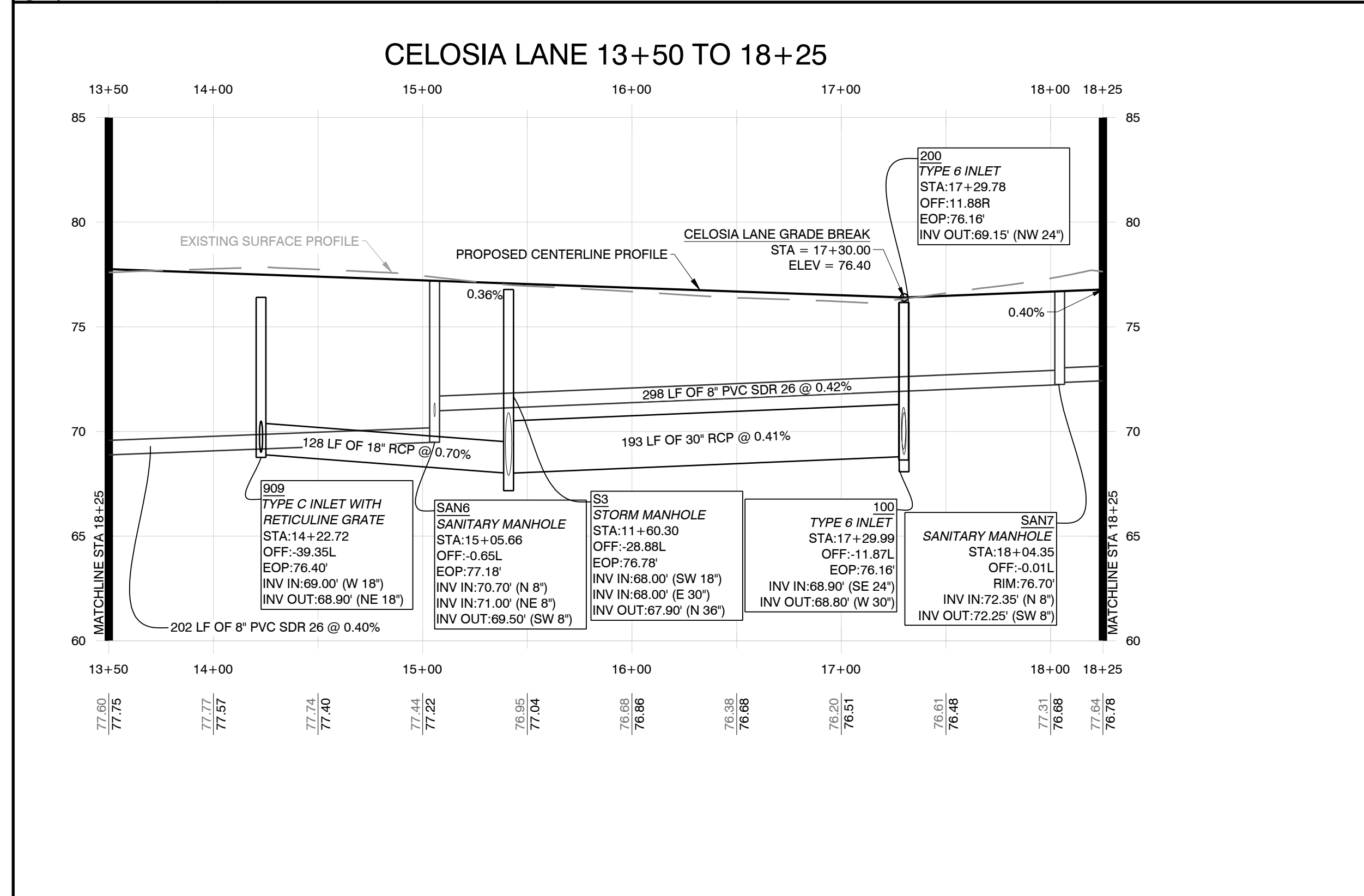
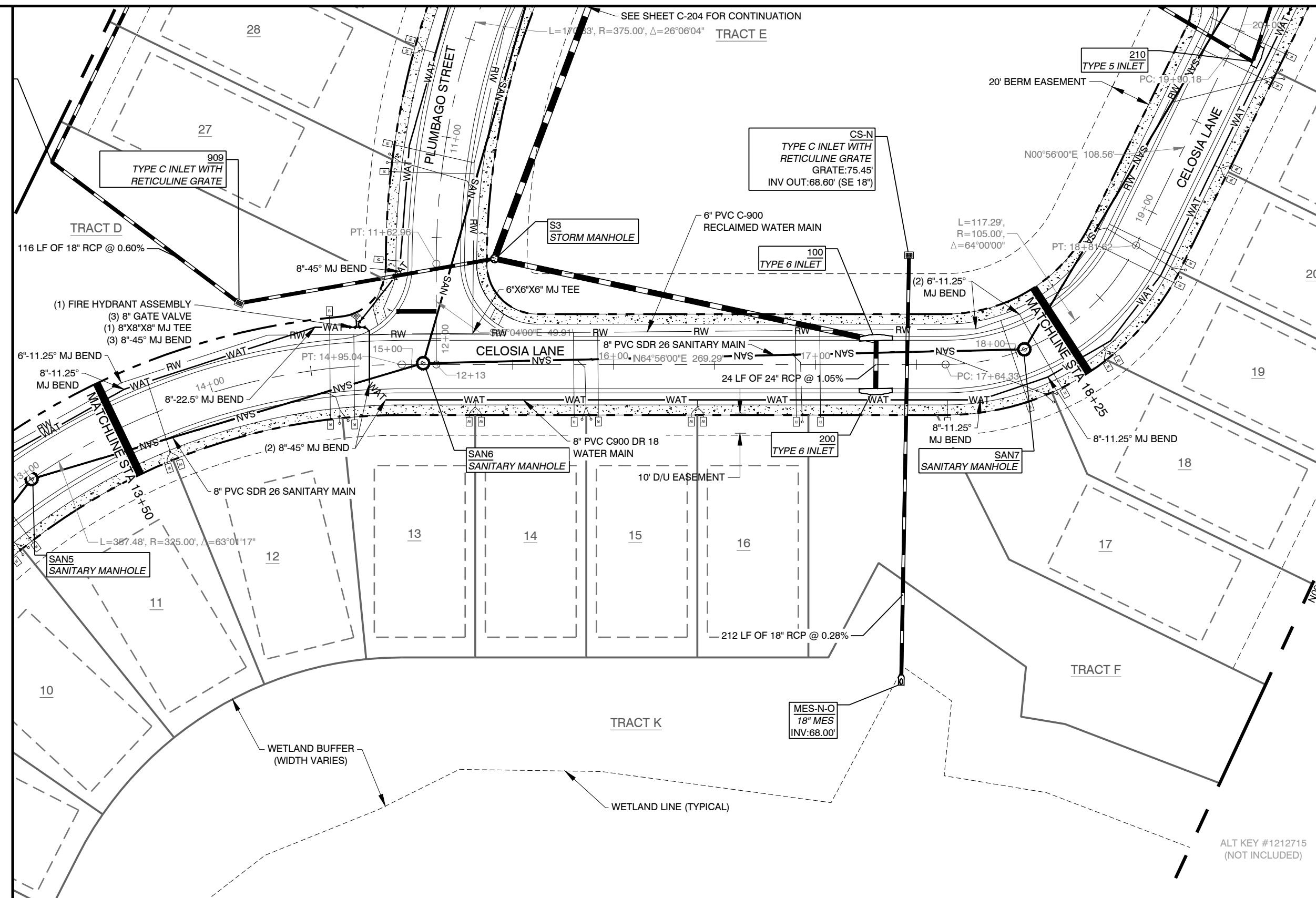
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ENGINEERING FIRM REGISTRY # 29279



**GERMANA ENGINEERING
AND ASSOCIATES, LLC**
1120 WEST MINNEOLA AVENUE
CLERMONT, FL 34711
WWW.GERMANAENGINEERING.COM
ENGINEERING FIRM REGISTRY # 29279

SCALE: 1" = 50'
DATE: 02-13-2023
SHEET
C-201



- LEGEND**
- WAT — EXISTING WATER MAIN
 - WAT — PROPOSED WATER MAIN
 - [E] — PROPOSED WATER SERVICE (TYPICAL)
 - [S] — PROPOSED STORMWATER LINE
 - [D] — PROPOSED PAVEMENT CENTERLINE
 - [E] — EASEMENT LINE
 - [P] — EXTERIOR PARCEL LINE
 - [F] — EXISTING FENCE LINE
 - [C] — EXISTING CONCRETE
 - [C] — PROPOSED CONCRETE
 - [C] — EXISTING COMMUNICATION LINE
 - [BE] — EXISTING BURIED ELECTRIC LINE
 - [OHP] — EXISTING OVER HEAD POWER LINE
 - [RW] — PROPOSED RECLAIMED WATER LINE
 - [W] — WETLAND LINE (PER SURVEYED FLAGS)
 - [SAN] — PROPOSED SANITARY LINE
 - [S] — PROPOSED SANITARY SERVICE (TYPICAL)
 - [FM] — PROPOSED FORCE MAIN
 - [FM] — EXISTING FORCE MAIN

#	REVISIONS	DATE
1.	ADDED RECLAIMED WATER	04-02-2024

**CELOSIA LANE
PLAN AND PROFILE
13+50 TO 18+25**

**THE GROVE AT PINE MEADOWS
SUBDIVISION**

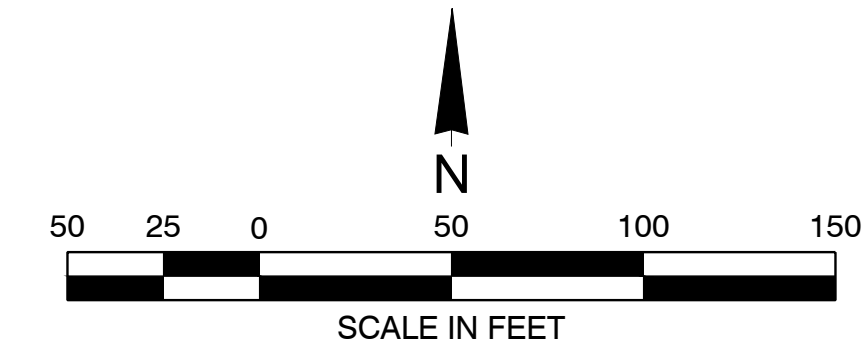
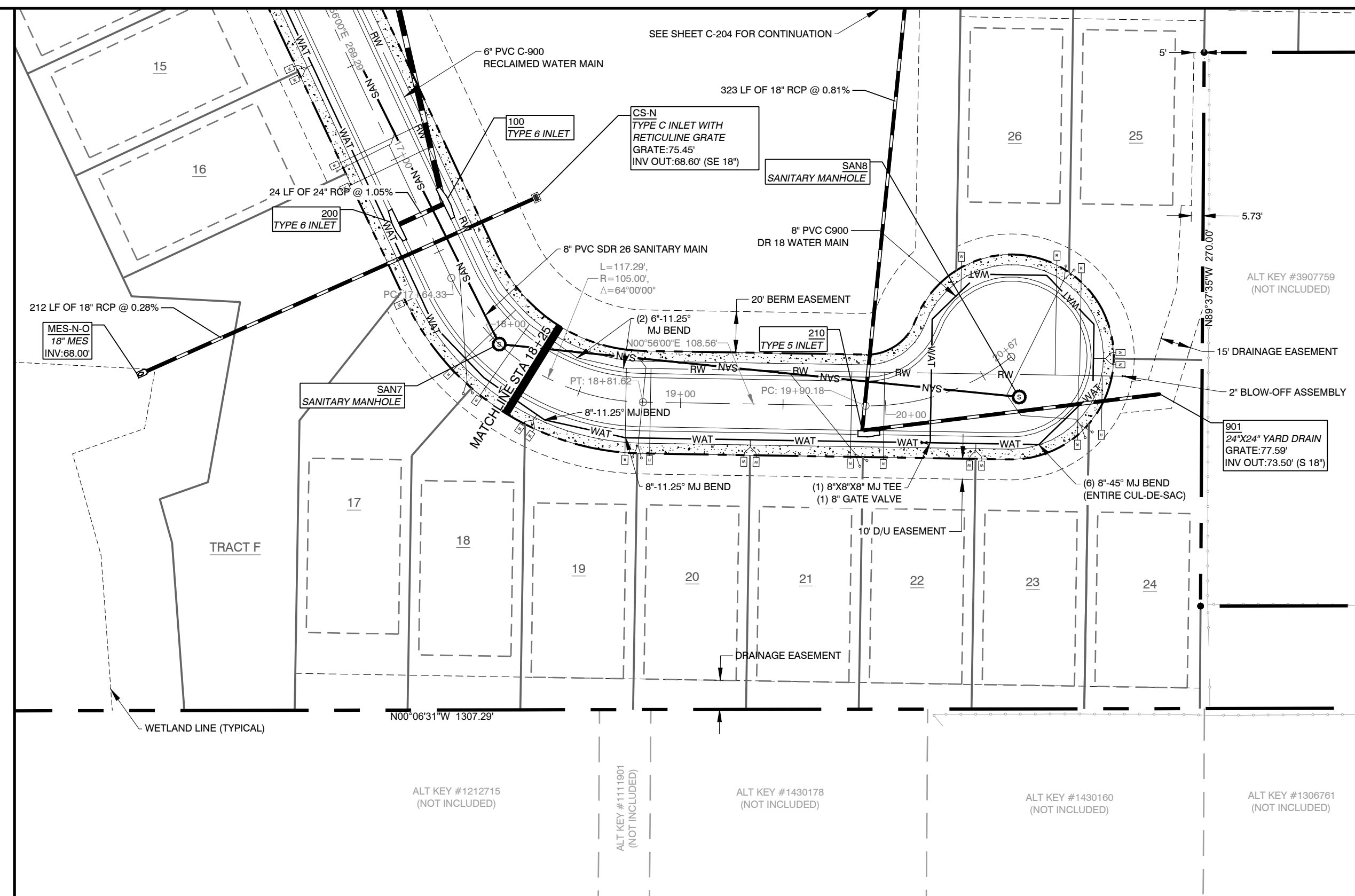
PROJECT # GE0342022
EUSTIS, FLORIDA

**GERMANA ENGINEERING
AND ASSOCIATES, LLC**
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CLERMONT, FL 34711
WWW.GERMANAENGINEERING.COM
ENGINEERING FIRM REGISTRY # 29279

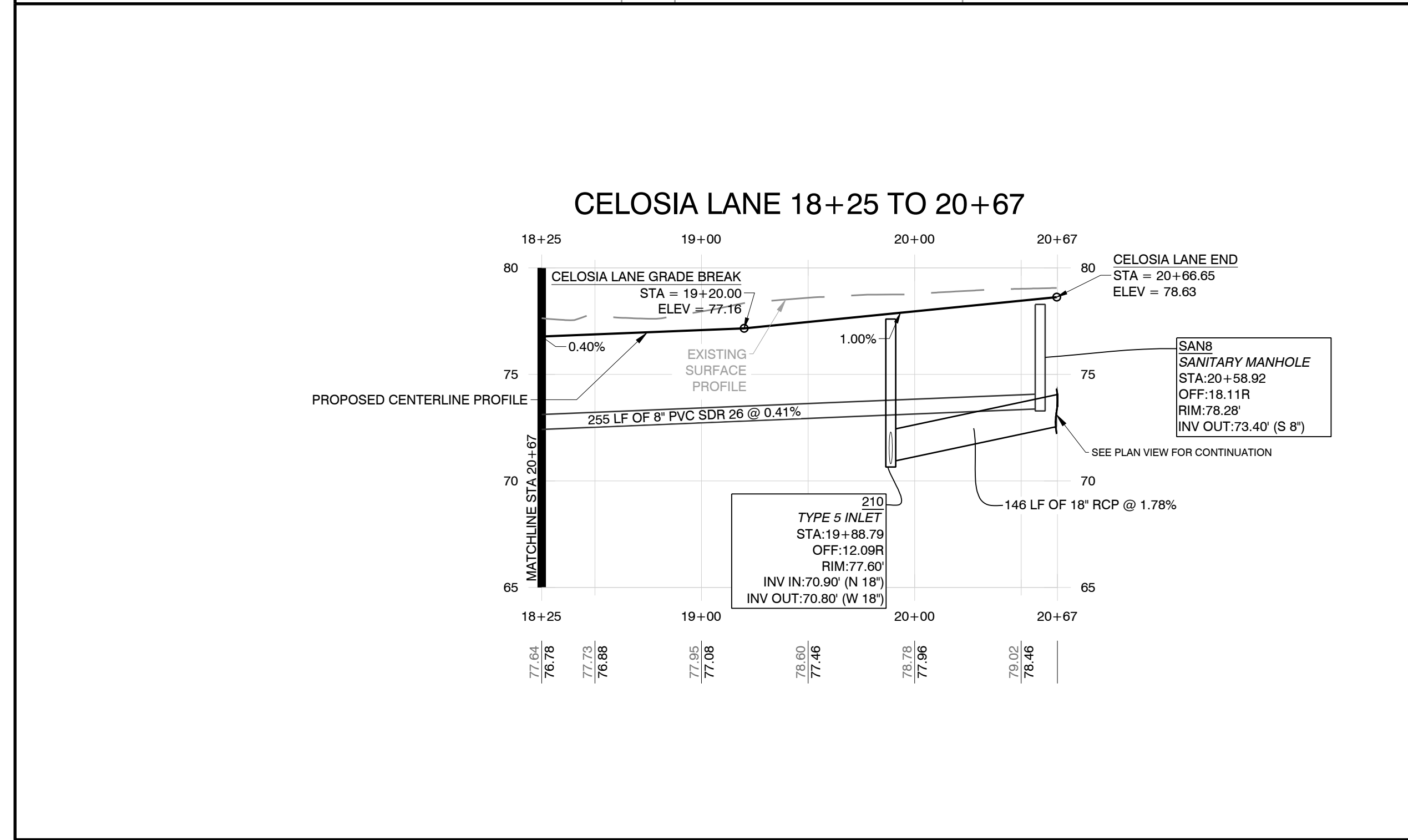
SCALE: 1" = 50'
DATE: 02-13-2023
SHEET
C-202

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CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 29279



- LEGEND**
- WAT — EXISTING WATER MAIN
 - WAT — PROPOSED WATER MAIN
 - S — PROPOSED WATER SERVICE (TYPICAL)
 - SW — PROPOSED STORMWATER LINE
 - — — — — PROPOSED PAVEMENT CENTERLINE
 - — — — — EASEMENT LINE
 - — — — — EXTERIOR PARCEL LINE
 - — — — — EXISTING FENCE LINE
 - — — — — EXISTING CONCRETE
 - — — — — PROPOSED CONCRETE
 - COM — EXISTING COMMUNICATION LINE
 - BE — EXISTING BURIED ELECTRIC LINE
 - OHP — EXISTING OVER HEAD POWER LINE
 - RW — PROPOSED RECLAIMED WATER LINE
 - — — — — WETLAND LINE (PER SURVEYED FLAGS)
 - SAN — PROPOSED SANITARY LINE
 - S — PROPOSED SANITARY SERVICE (TYPICAL)
 - FM — PROPOSED FORCE MAIN
 - FM — EXISTING FORCE MAIN



DATE	REVISIONS
04-02-2024	1. ADDED RECLAIMED WATER
05-07-2024	2. REVISED PER COMMENTS

**CELOSIA LANE
PLAN AND PROFILE
18+25 TO 20+67**

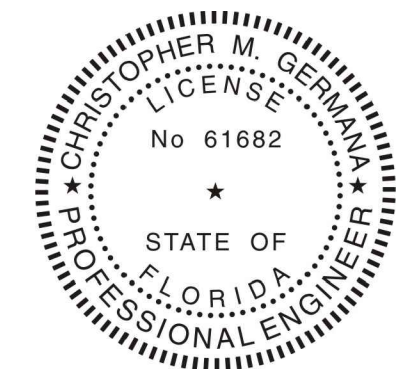
**THE GROVE AT PINE MEADOWS
SUBDIVISION**

PROJECT # GE0342022
EUSTIS, FLORIDA

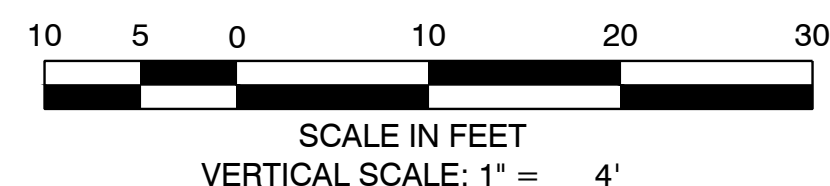
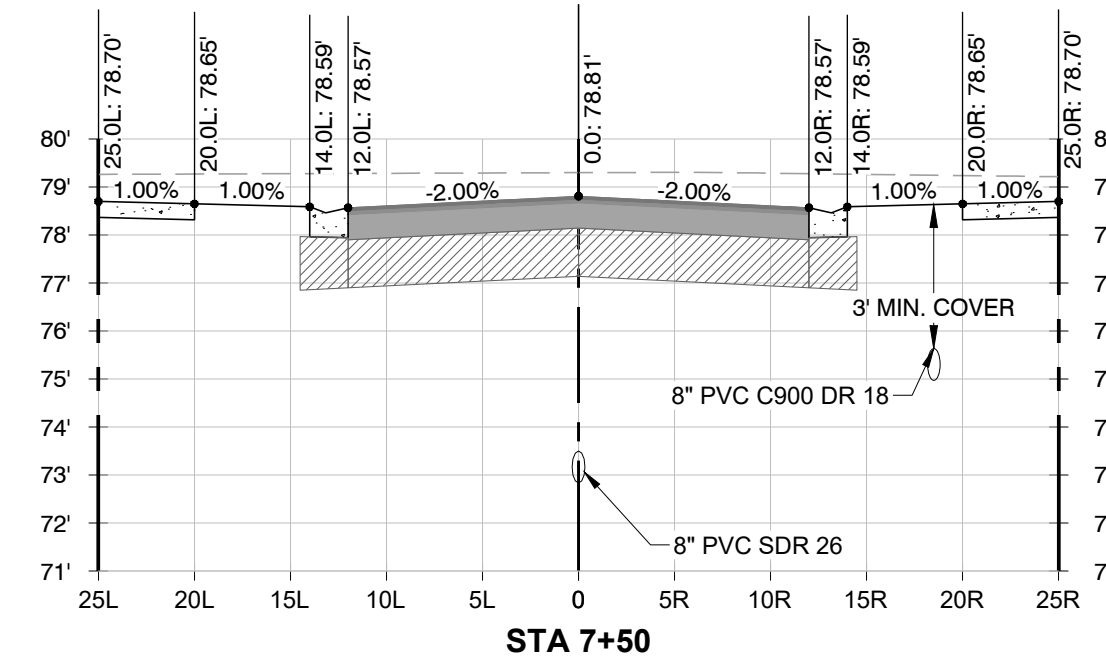
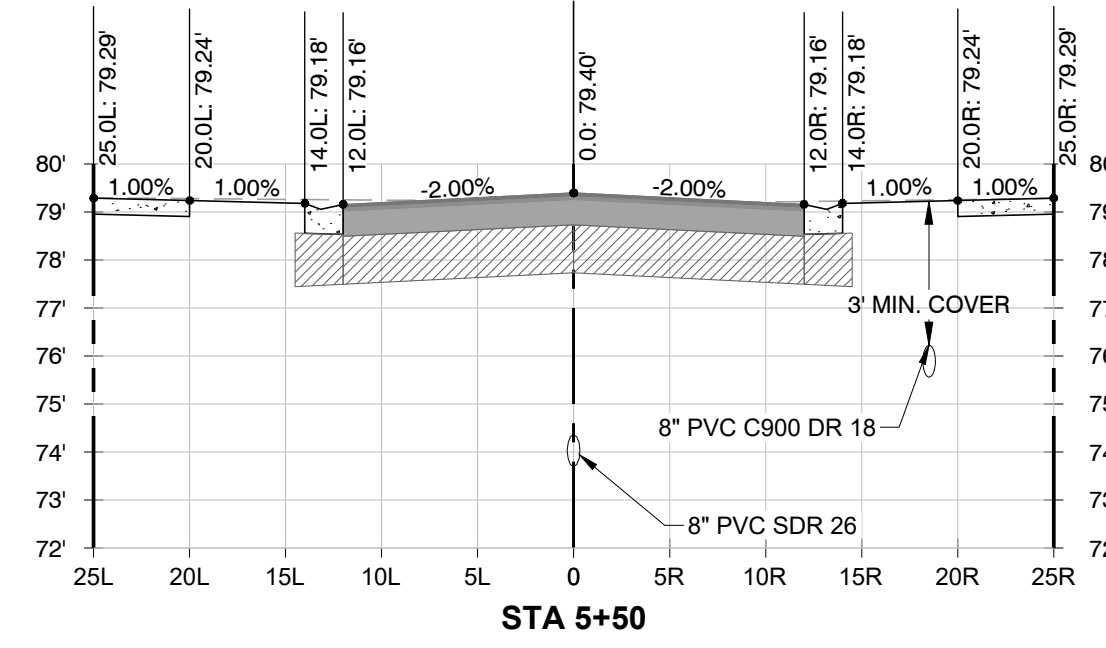
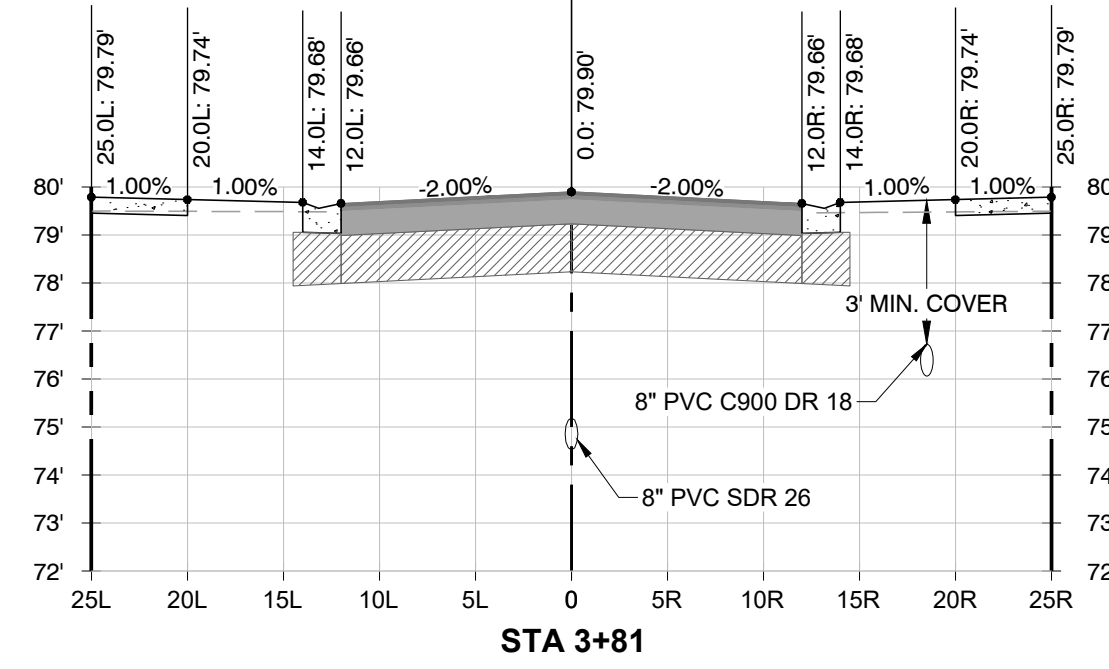
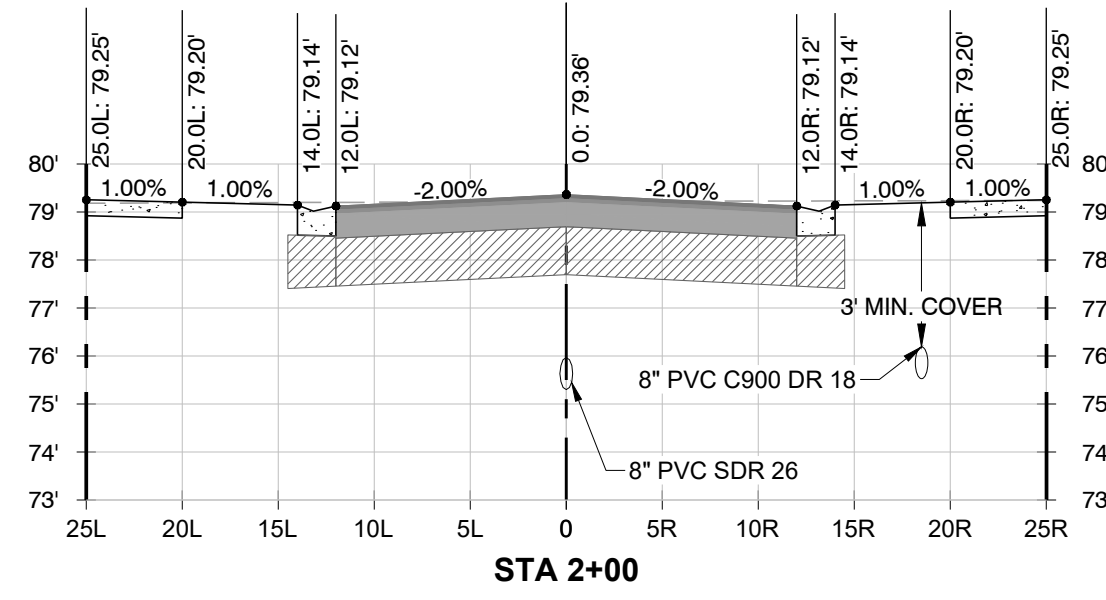
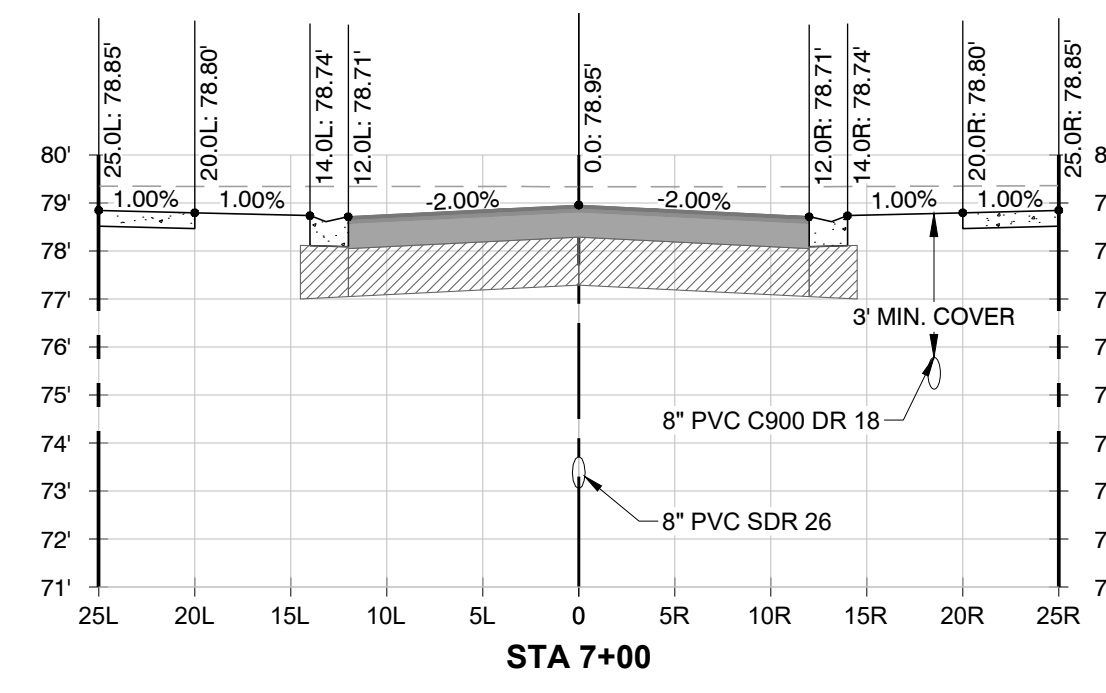
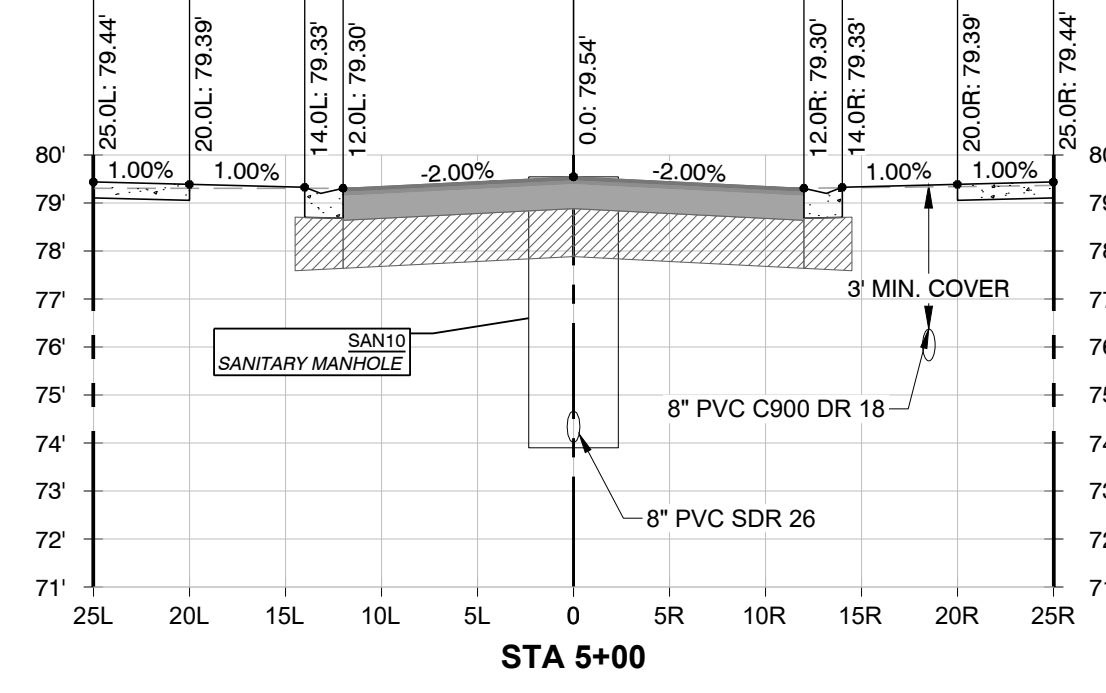
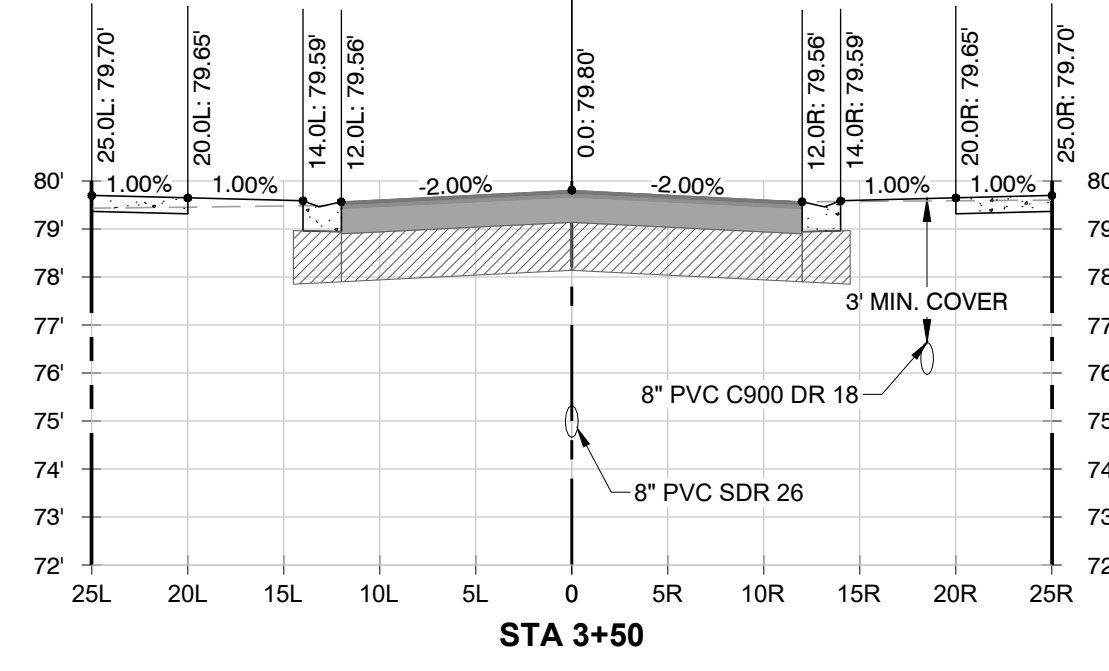
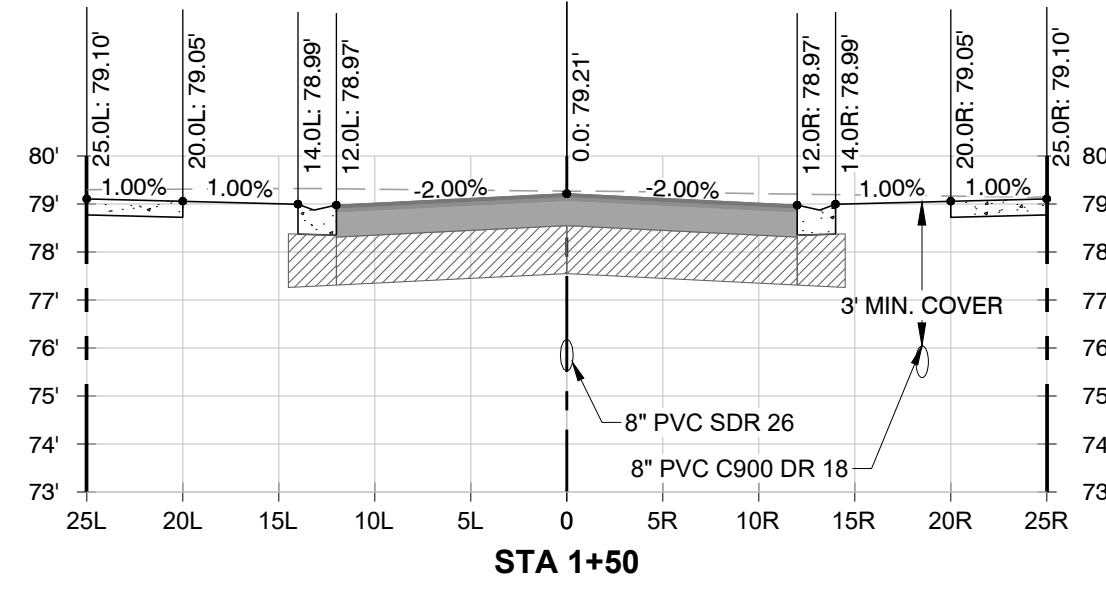
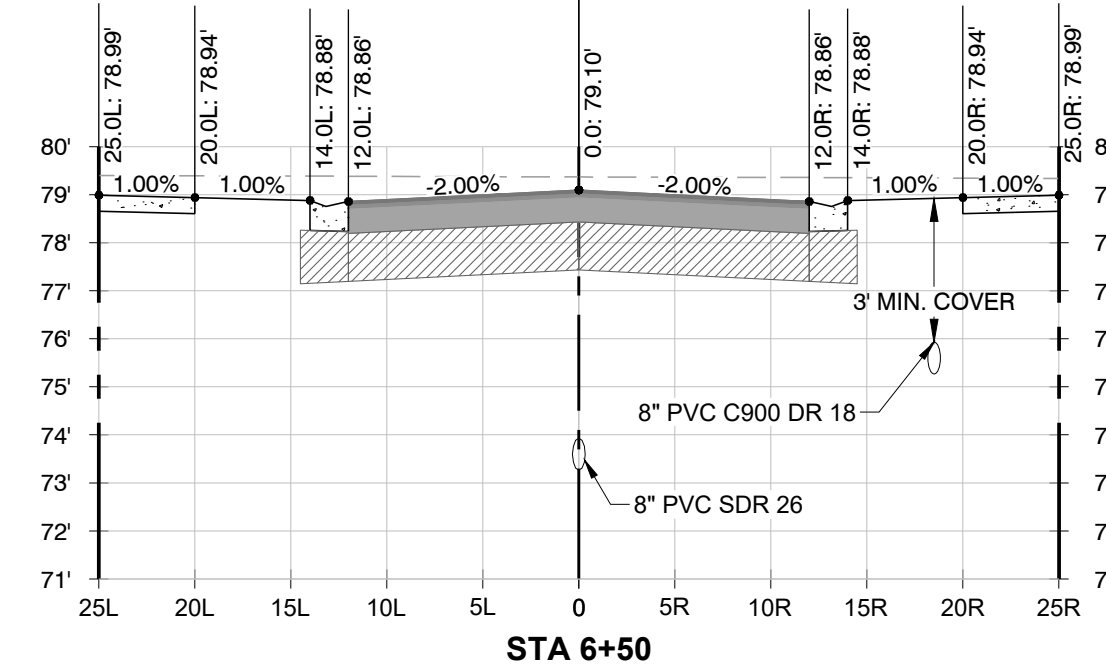
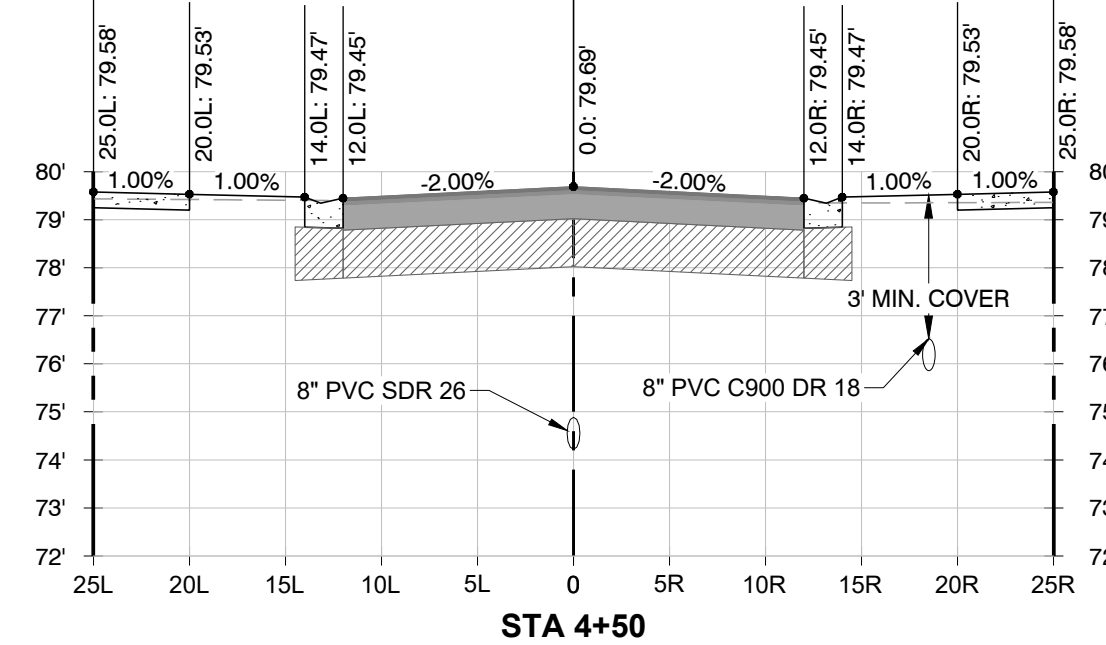
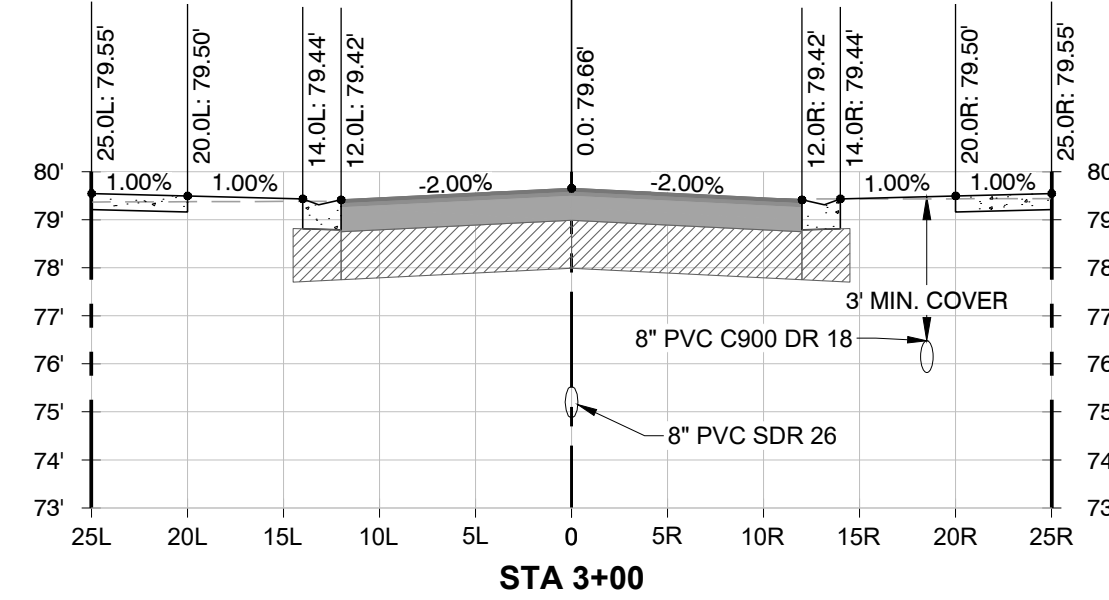
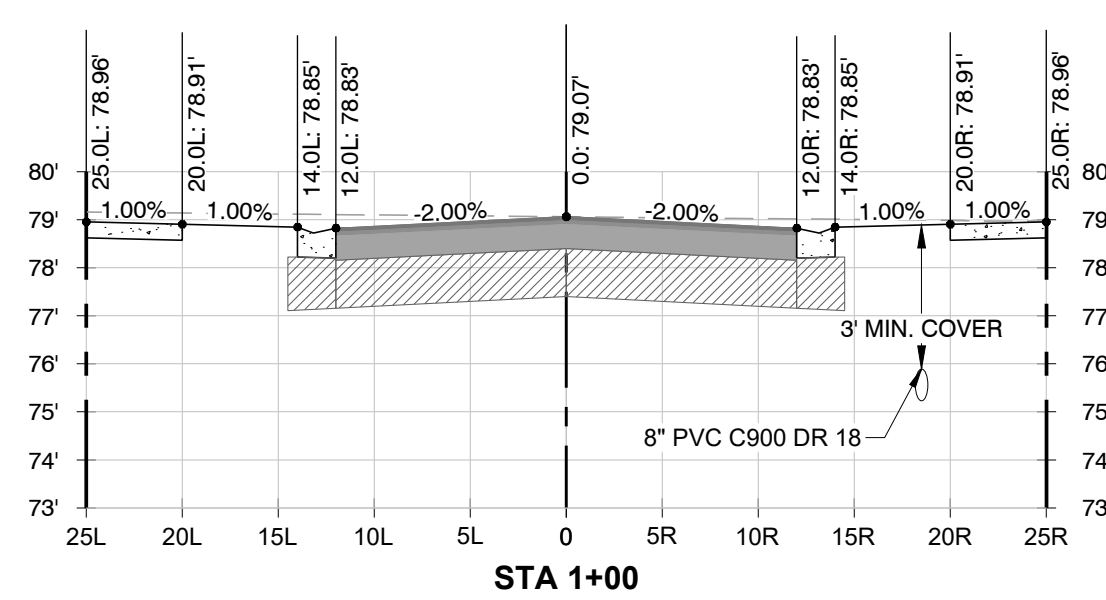
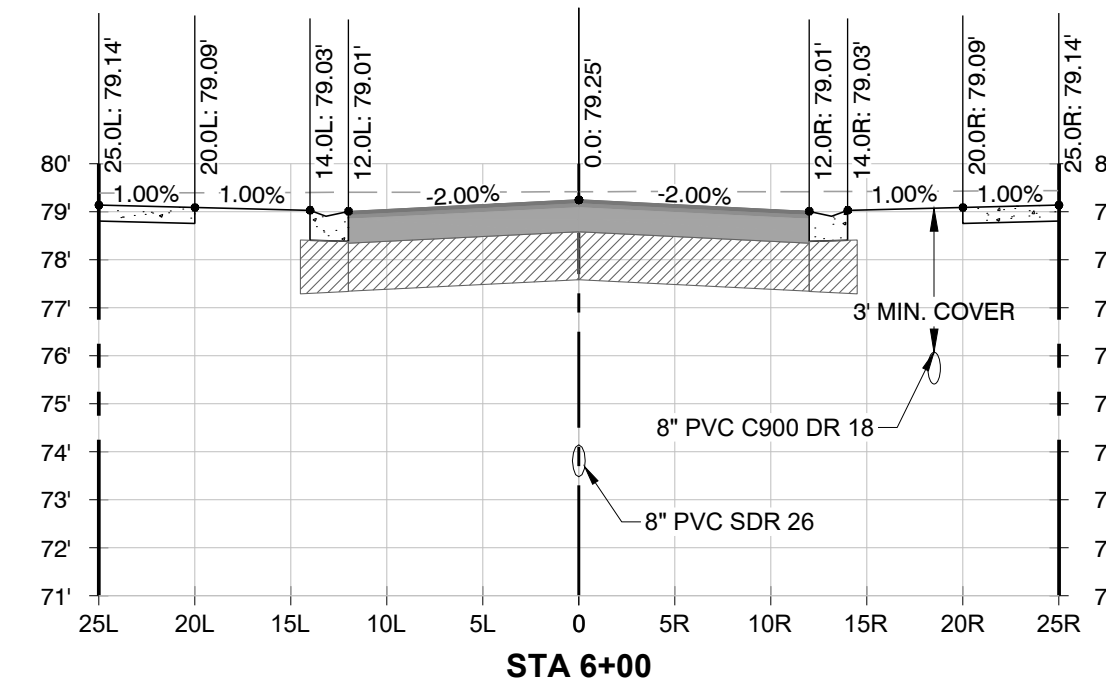
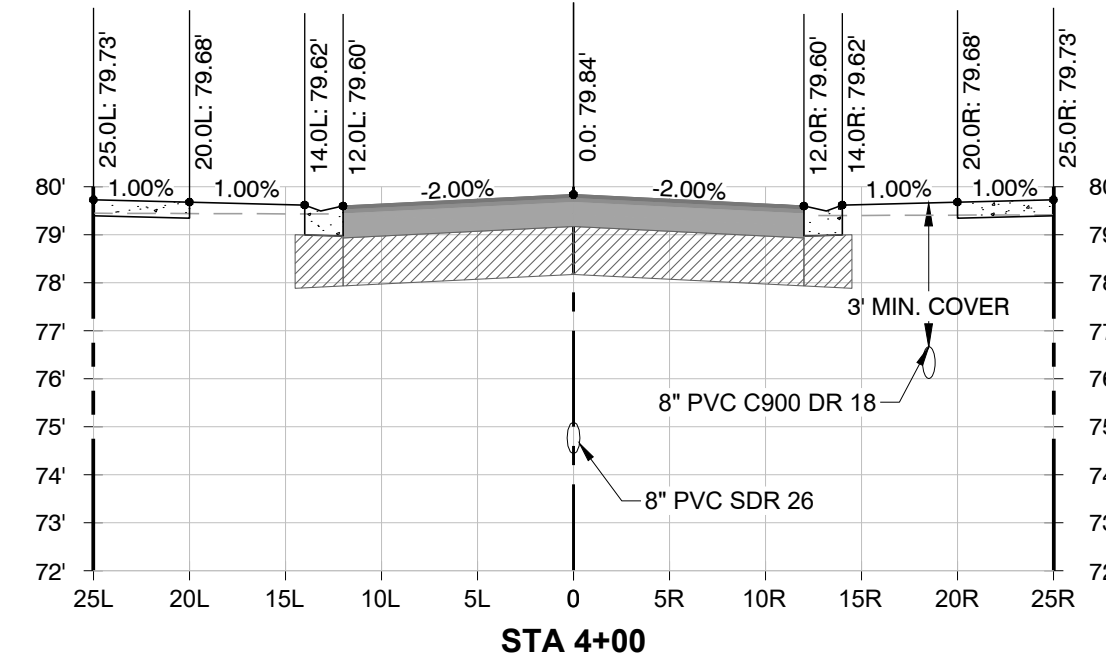
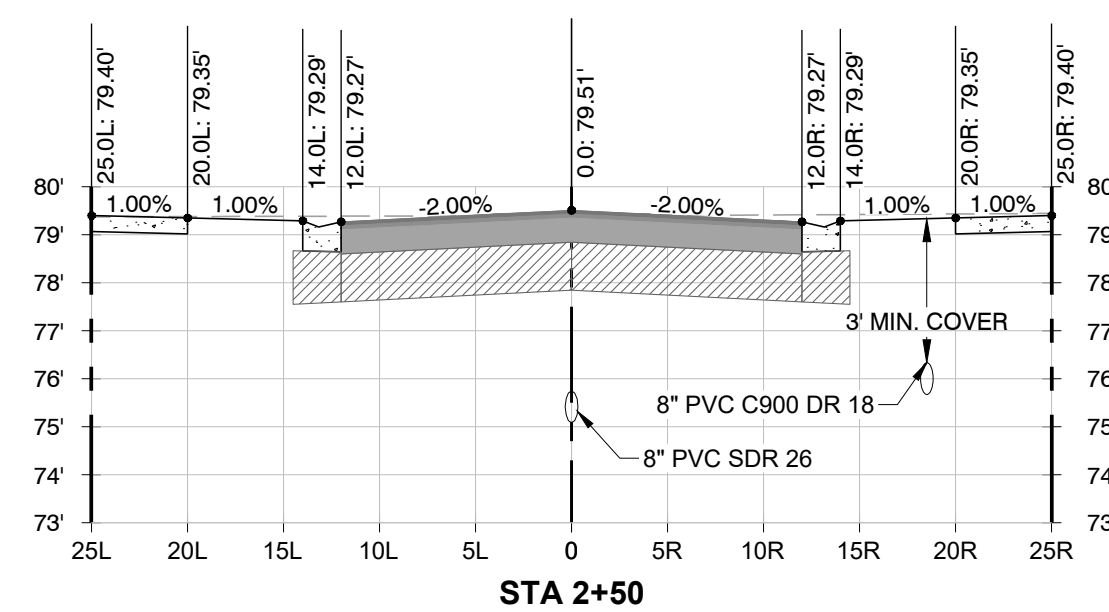
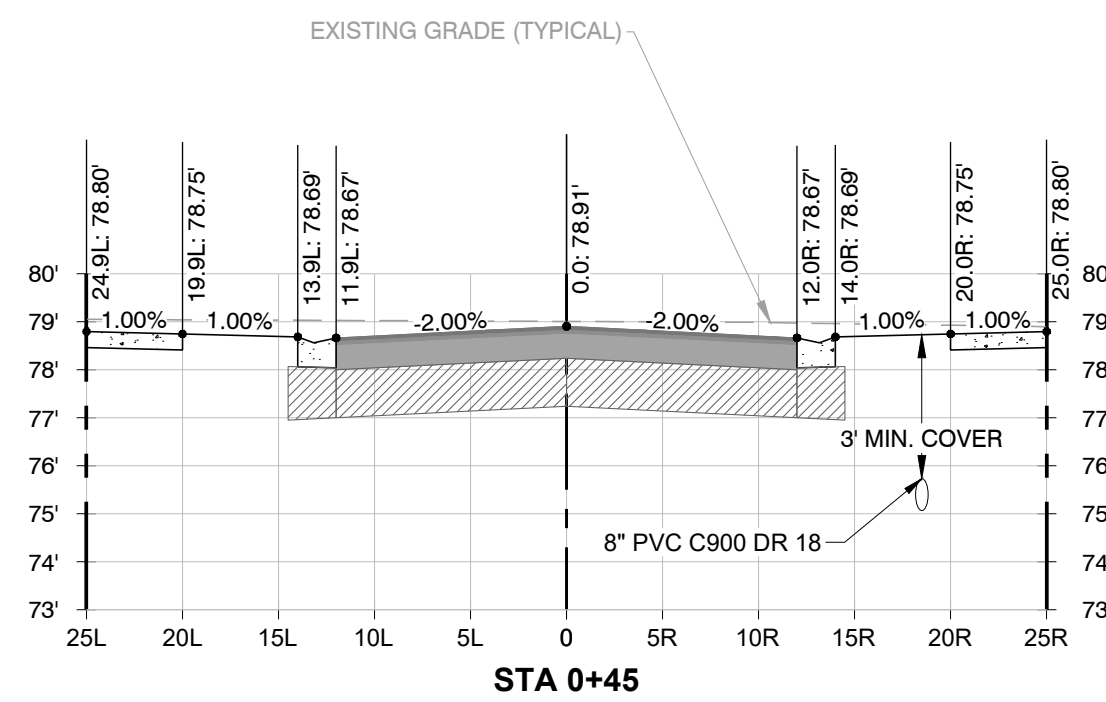
GERMANA ENGINEERING AND ASSOCIATES, LLC
 1120 WEST MINNEOLA AVENUE
 CLERMONT, FL 34711
 WWW.GERMANAENGINEERING.COM
 ENGINEERING FIRM REGISTRY # 29279

SCALE: 1" = 50'
DATE: 02-13-2023
SHEET C-203

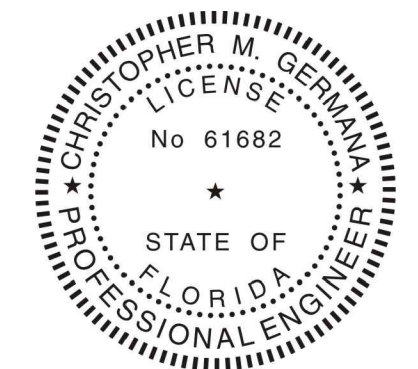
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 CHRISTOPHER M. GERMANA, P.E.
 FLORIDA PROFESSIONAL ENGINEER # 61682
 ENGINEERING FIRM REGISTRY # 29279



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CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
ENGINEERING FIRM REGISTRY # 29279

#	REVISIONS	DATE

PLUMBAGO STREET
CROSS SECTIONS
0+45 TO 7+50

THE GROVE AT PINE MEADOWS
SUBDIVISION

EUSTIS, FLORIDA

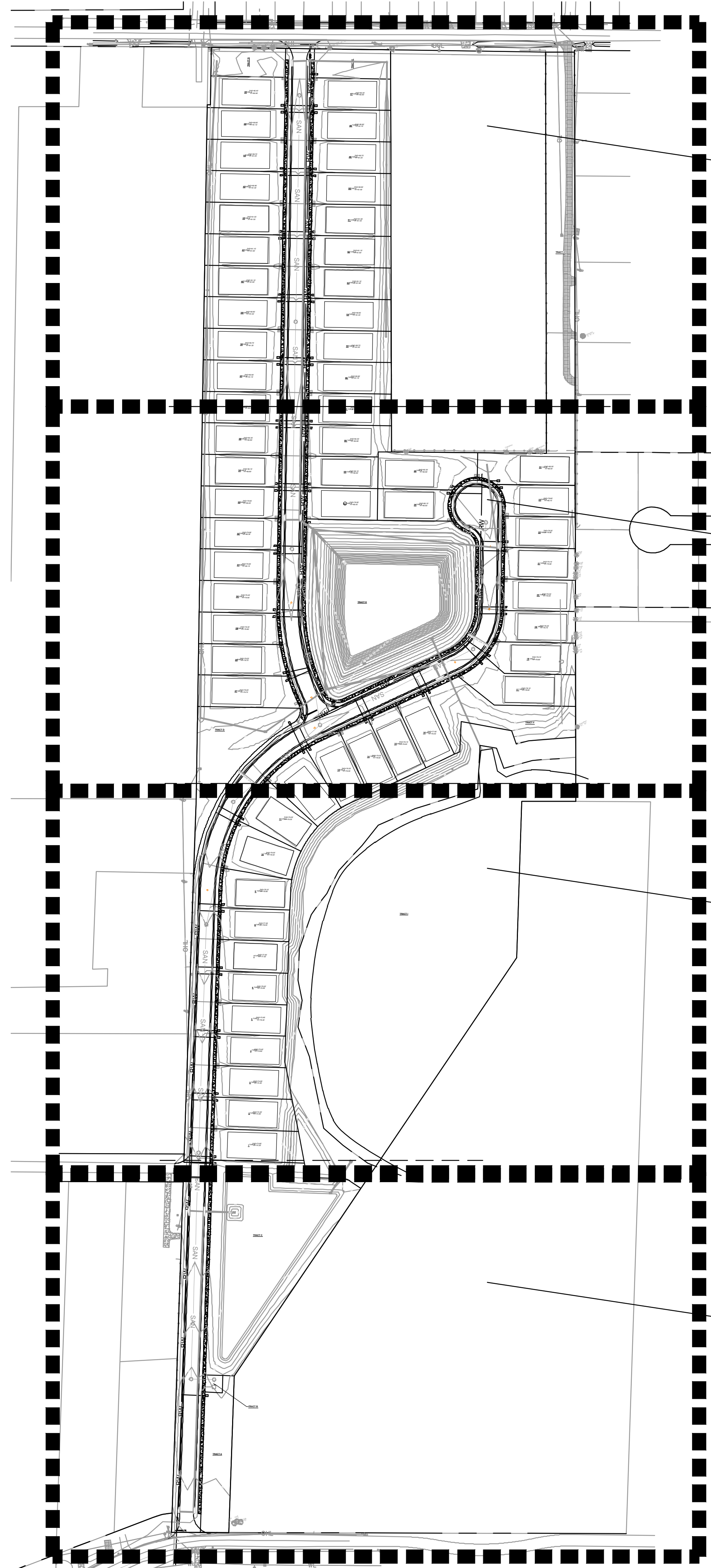
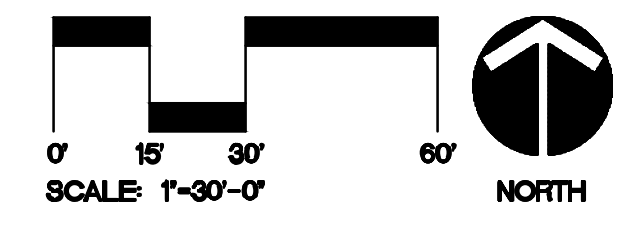
PROJECT # GEO942022

GERMANA ENGINEERING
AND ASSOCIATES, LLC
1120 WEST MINNIEOLA AVENUE
CLERMONT, FL 34711
WWW.GERMANAENGINEERING.COM
ENGINEERING FIRM REGISTRY # 29279

SCALE: 1" = 10'

DATE: 02-13-2023

SHEET
C-304



SHEET L-2 = TREE MITIGATION
SHEET L-6 = LANDSCAPE PLAN
SHEET L-11 = IRRIGATION PLAN

SHEET L-3 = TREE MITIGATION
SHEET L-7 = LANDSCAPE PLAN
SHEET L-12 = IRRIGATION PLAN

SHEET L-4 = TREE MITIGATION
SHEET L-8 = LANDSCAPE PLAN
SHEET L-13 = IRRIGATION PLAN

SHEET L-5 = TREE MITIGATION
SHEET L-9 = LANDSCAPE PLAN
SHEET L-14 = IRRIGATION PLAN

CADDSCAPES, INC.
Florida Landscape Architecture Firm
432 Nowell Loop
Deland, FL 32724
Office: 407 310-5567
jasonbridgewater@gmail.com
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**THE GROVE AT PINE MEADOWS
SUBDIVISION**

EUSTIS, FLORIDA

REVISIONS:

No.	Date	Item
1	04/10/24	City Comments
2	05/09/24	City Comments


Seal:
DATE: 2024-05-09

Digitally signed
by Jason P
Bridgewater
Date: 2024.05.13
09:29:59 -04'00'

Jason P. Bridgewater
Registered Landscape Architect
FL Registration -LA 6667308

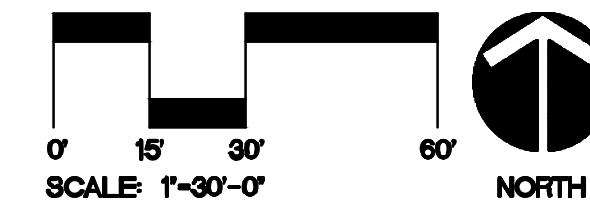
DATE: 10/09/2023
DRAWN BY: JB/JC
CHECKED BY: JB
SCALE:

48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770 or 811



IT'S THE LAW IN FLORIDA
FLORIDA LAW REQUIRES
EXCAVATORS TO NOTIFY
OWNERS OF UNDERGROUND
FACILITIES NO LESS THAN TWO
(2) DAYS PRIOR TO EXCAVATION

L-1
KEYMAP



CADDSCAPES, INC.
Florida Landscape Architecture Firm
432 Nowell Loop
Deland, FL 32724
Office: 407 310-5567
jasonbridgewater@gmail.com

EUSTIS, FLORIDA

THE GROVE AT PINE MEADOWS SUBDIVISION

REVISIONS:

No.	Date	Item
1	04/10/24	City Comments
2	05/09/24	City Comments

Seal:
DATE: 2024-05-09

Jason P. Bridgewater
Registered Landscape Architect
FL Registration -LA 6667308

DATE: 10/09/2023
DRAWN BY: JB/JC
CHECKED BY: JB
SCALE:

48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770 or 811

IT'S THE LAW IN FLORIDA

FLORIDA LAW REQUIRES EXCAVATORS TO NOTIFY OWNERS OF UNDERGROUND FACILITIES NO LESS THAN TWO (2) DAYS PRIOR TO EXCAVATION

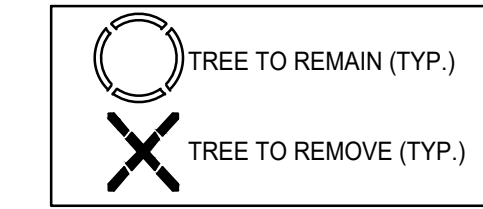


L-2
TREE MITIGATION
PLAN

SHEET 2 OF 15

TREE MITIGATION
ALL TREES BEING REMOVED LISTED BELOW, EXCLUDING THOSE FROM THE NOXIOUS / EXOTIC INVASIVE SPECIES LIST: CHINABERRY, CHINESE TALLOW TREE, AND CAMPHOR, WHICH ARE NOT FOUND IN THE LIST, BUT DO EXIST ON SITE.

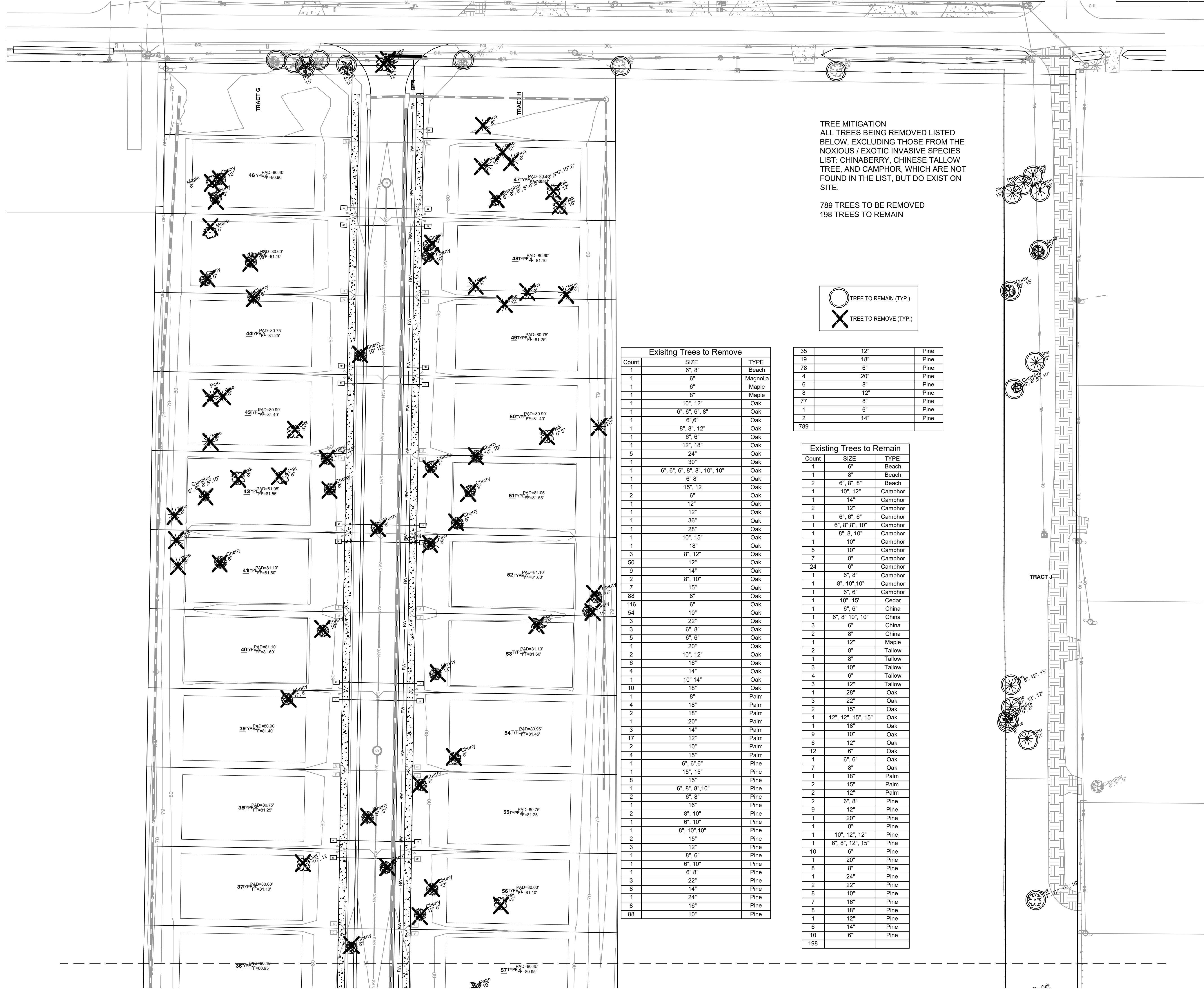
789 TREES TO BE REMOVED
198 TREES TO REMAIN

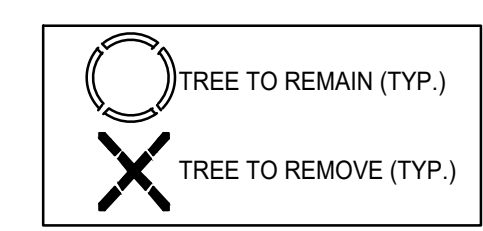
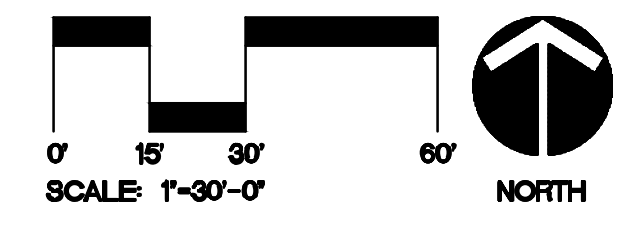


Count	SIZE	TYPE
1	6", 8"	Beach
1	6"	Magnolia
1	6"	Maple
1	8"	Maple
1	10", 12"	Oak
1	6", 6", 6", 8"	Oak
1	6", 6"	Oak
1	8", 8", 12"	Oak
1	6", 6"	Oak
1	12", 18"	Oak
5	24"	Oak
1	30"	Oak
1	6", 6", 6", 8", 8", 10", 10"	Oak
1	6", 8"	Oak
1	15", 12"	Oak
2	6"	Oak
1	12"	Oak
1	12"	Oak
1	36"	Oak
1	28"	Oak
1	10", 15"	Oak
1	18"	Oak
3	8", 12"	Oak
50	12"	Oak
9	14"	Oak
2	8", 10"	Oak
7	15"	Oak
88	8"	Oak
116	6"	Oak
54	10"	Oak
3	22"	Oak
3	6", 8"	Oak
5	6", 6"	Oak
1	20"	Oak
6	16"	Oak
4	14"	Oak
1	10", 14"	Oak
10	18"	Oak
1	8"	Palm
4	18"	Palm
2	18"	Palm
1	20"	Palm
3	14"	Palm
17	12"	Palm
2	10"	Palm
4	15"	Palm
1	6", 6", 6"	Pine
1	15", 15"	Pine
8	15"	Pine
1	6", 8", 8", 10"	Pine
2	6", 8"	Pine
1	16"	Pine
2	8", 10"	Pine
1	6", 10"	Pine
1	8", 10", 10"	Pine
2	15"	Pine
3	12"	Pine
1	8", 6"	Pine
1	6", 10"	Pine
1	6", 8"	Pine
3	22"	Pine
8	14"	Pine
1	24"	Pine
8	16"	Pine
8	10"	Pine
88	10"	Pine

Count	SIZE	TYPE
35	12"	Pine
19	18"	Pine
78	6"	Pine
4	20"	Pine
6	8"	Pine
8	12"	Pine
77	8"	Pine
1	6"	Pine
2	14"	Pine

Count	SIZE	TYPE
1	6"	Beach
1	8"	Beach
2	6", 8", 8"	Beach
1	10", 12"	Camphor
1	14"	Camphor
2	12"	Camphor
1	6", 6", 6"	Camphor
1	6", 6", 6", 10"	Camphor
1	8", 8, 10"	Camphor
1	10"	Camphor
5	10"	Camphor
7	8"	Camphor
24	6"	Camphor
1	6", 8"	Camphor
1	8", 10", 10"	Camphor
1	6", 6"	Camphor
1	10", 15"	Cedar
1	6", 6"	China
1	6", 8", 10", 10"	China
3	6"	China
2	8"	China
1	12"	Maple
2	8"	Tallow
1	8"	Tallow
3	10"	Tallow
4	6"	Tallow
3	12"	Tallow
1	28"	Oak
3	22"	Oak
2	15"	Oak
1	12", 12", 15", 15"	Oak
1	18"	Oak
9	10"	Oak
6	12"	Oak
12	6"	Oak
1	6", 6"	Oak
7	8"	Oak
1	18"	Palm
2	15"	Palm
2	12"	Palm
2	6", 8"	Pine
9	12"	Pine
1	20"	Pine
1	8"	Pine
1	10", 12", 12"	Pine
1	6", 8", 12", 15"	Pine
10	6"	Pine
1	20"	Pine
8	8"	Pine
1	24"	Pine
2	22"	Pine
8	10"	Pine
7	16"	Pine
8	18"	Pine
1	12"	Pine
6	14"	Pine
10	6"	Pine
198		





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THE GROVE AT PINE MEADOWS SUBDIVISION

EUSTIS, FLORIDA

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Jason P. Bridgewater
Registered Landscape Architect
FL Registration LA 6667308
DATE: 10/09/2023
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SCALE:

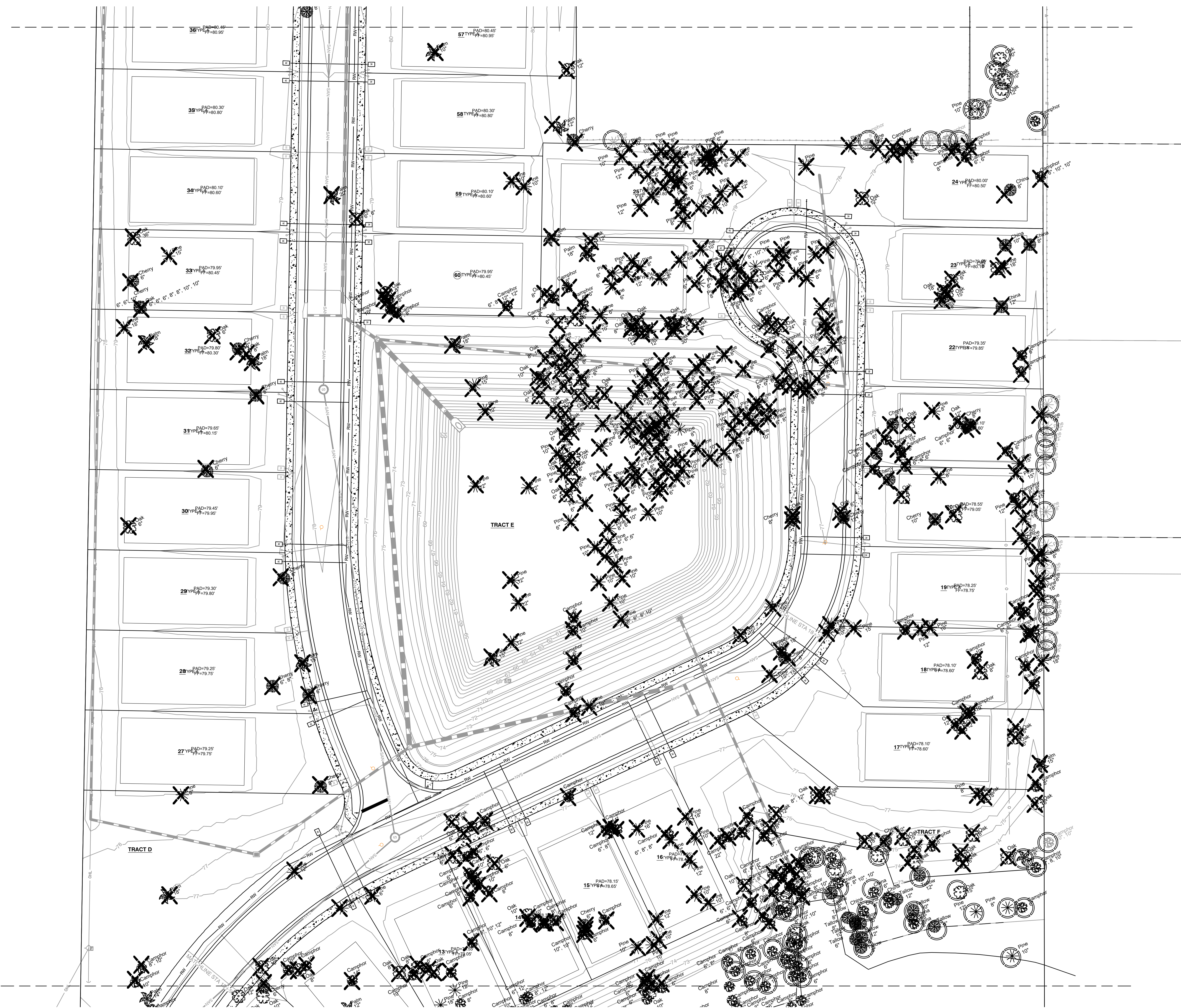
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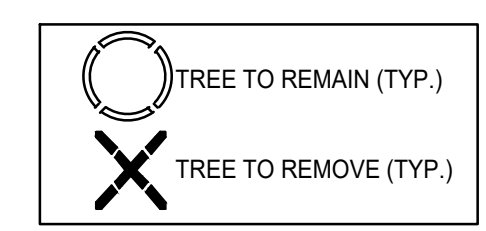
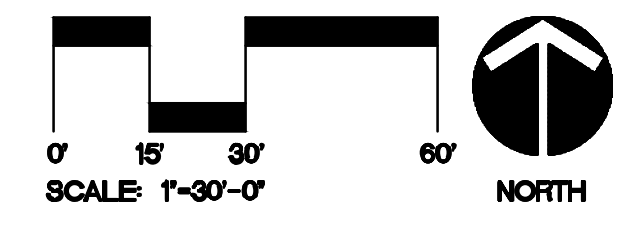
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L-3 TREE MITIGATION PLAN

SHEET 3 OF 15





Item 6.2

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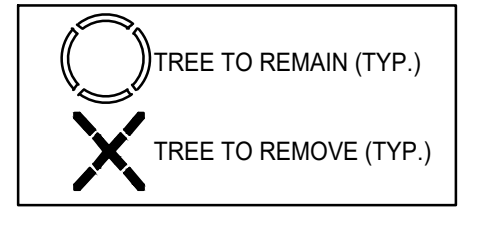
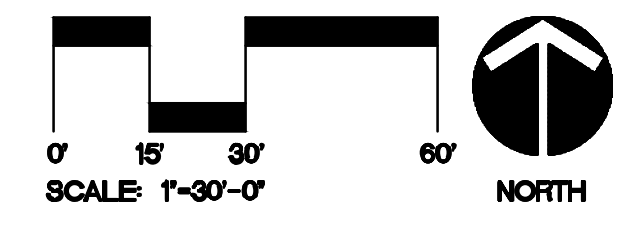
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L-4 TREE MITIGATION PLAN

SHEET 4 OF 15



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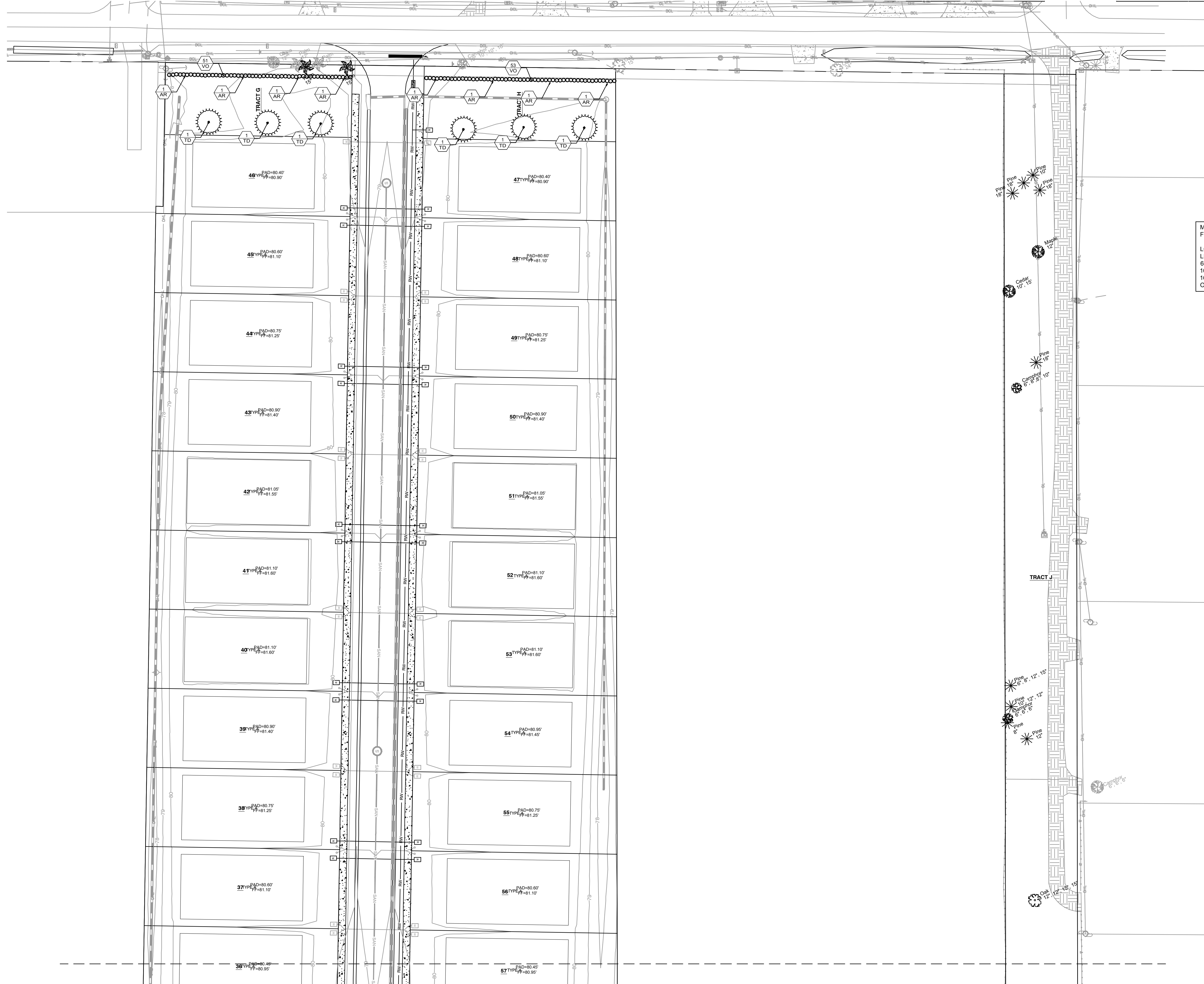
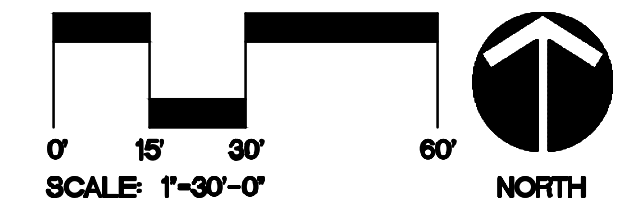
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**L-5
 TREE MITIGATION
 PLAN**



MINIMUM TREE REQUIREMENTS AT TIME OF C OF O FOR EACH INDIVIDUAL LOT, ARE AS FOLLOWS:

LOT AREA (SQ. FT.)	MINIMUM NUMBER OF TREES
LESS THAN 6,000	2
6,000 - 10,000	3
10,000 - 16,000	4
16,000 - 20,000	5
OVER 20,000	6

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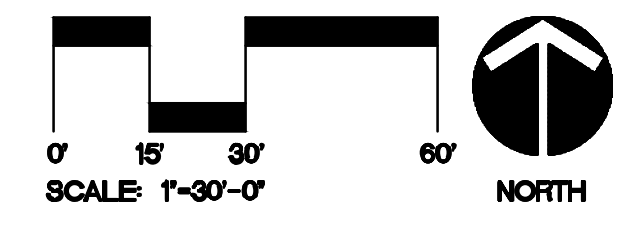
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**L-6
 LANDSCAPE
 PLAN**



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THE GROVE AT PINE MEADOWS SUBDIVISION

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LOT AREA (SQ. FT.)	MINIMUM NUMBER OF TREES
LESS THAN 6,000	2
6,000 - 10,000	3
10,000 - 15,000	4
16,000 - 20,000	5
OVER 20,000	6

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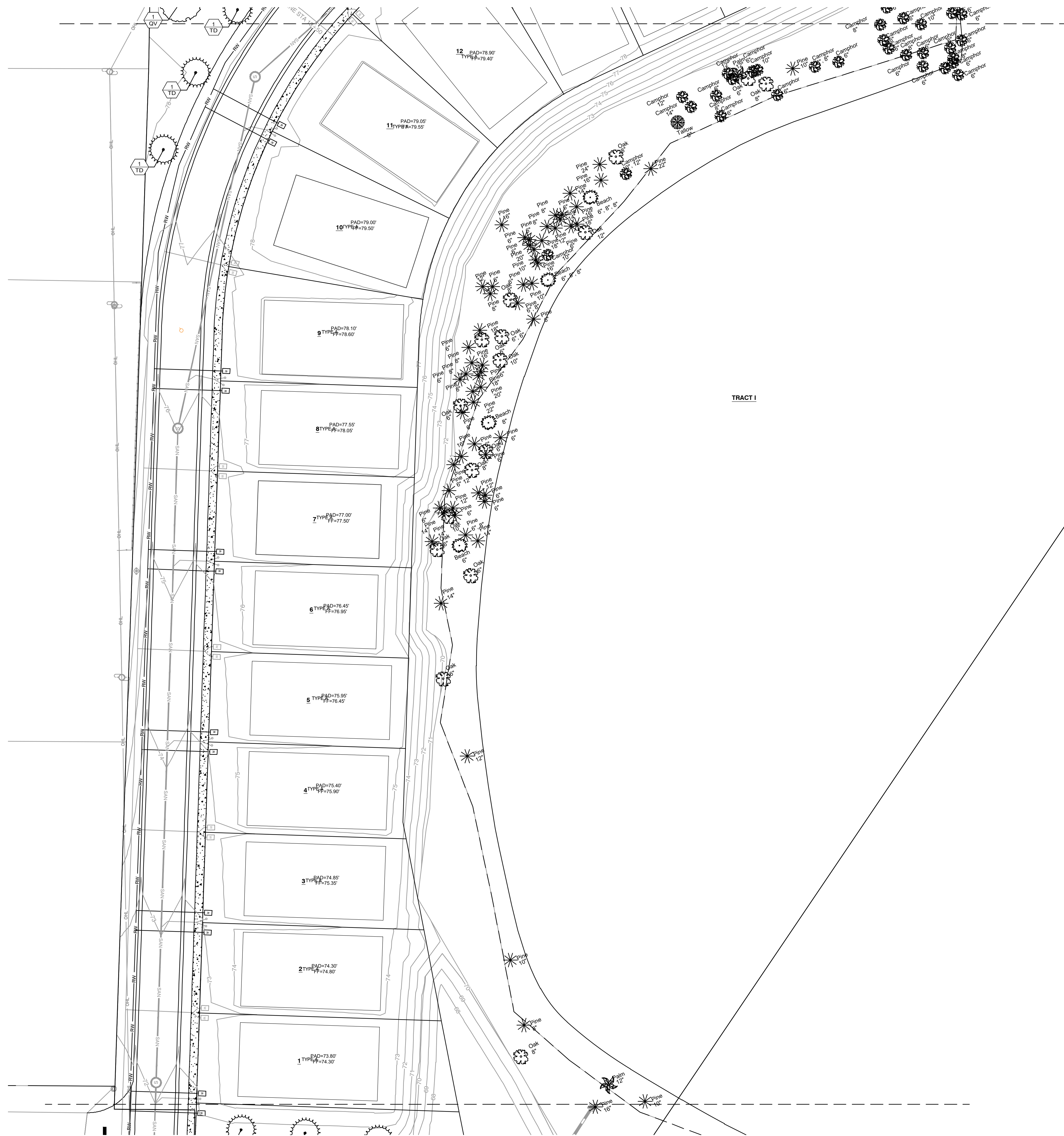
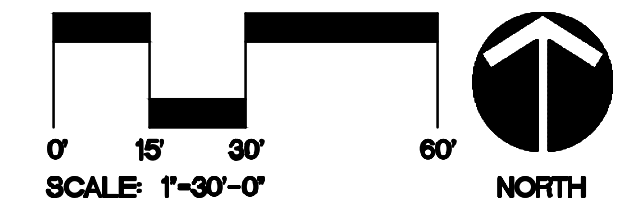
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L-7 LANDSCAPE PLAN





MINIMUM TREE REQUIREMENTS AT TIME OF C O FOR EACH INDIVIDUAL LOT, ARE AS FOLLOWS:

LOT AREA (SQ. FT.)	MINIMUM NUMBER OF TREES
LESS THAN 5,000	2
6,000 - 10,000	3
10,000 - 16,000	4
16,000 - 20,000	5
OVER 20,000	6

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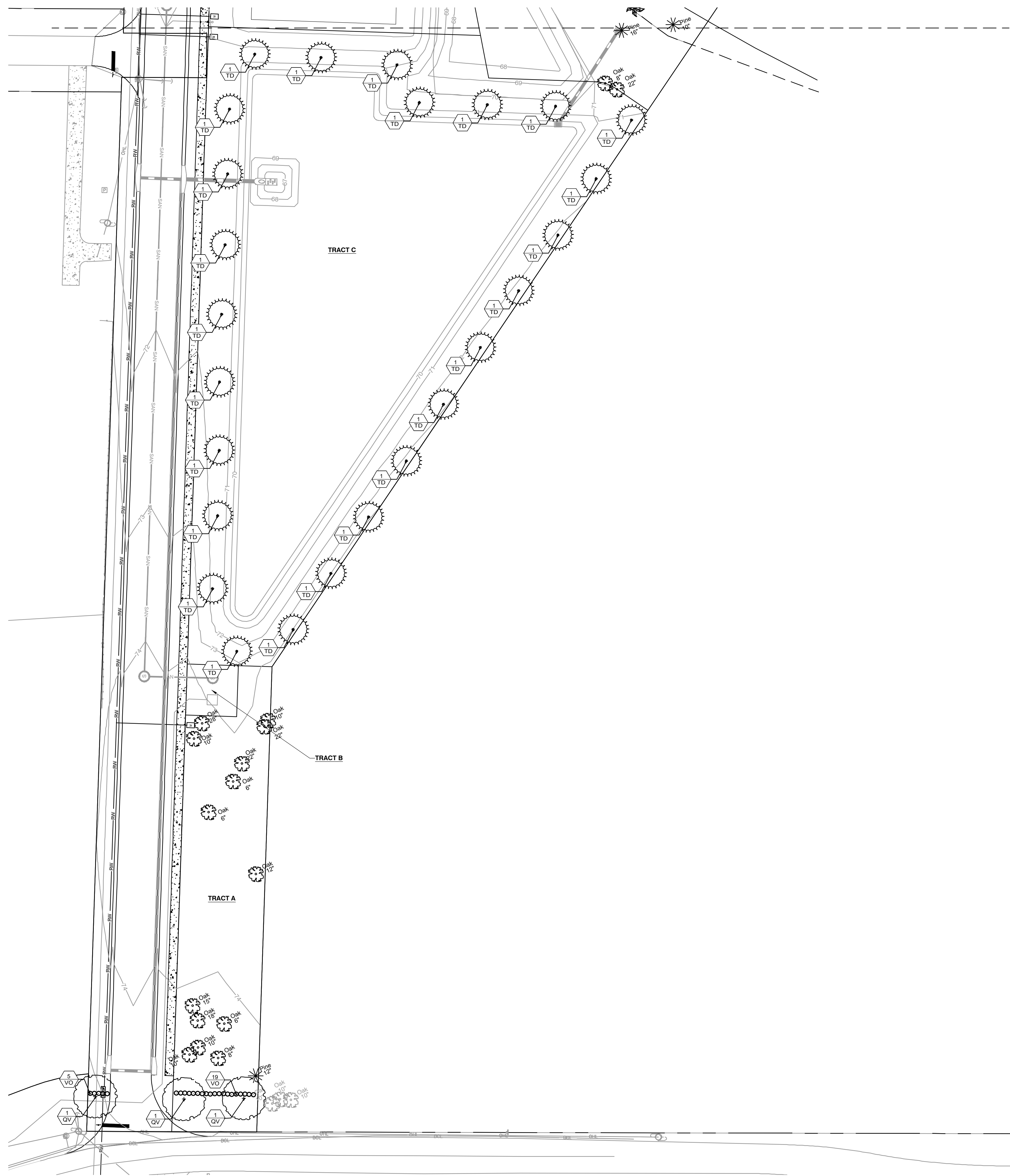
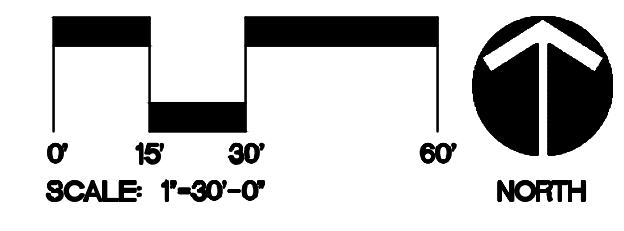
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L-8
 LANDSCAPE
 PLAN



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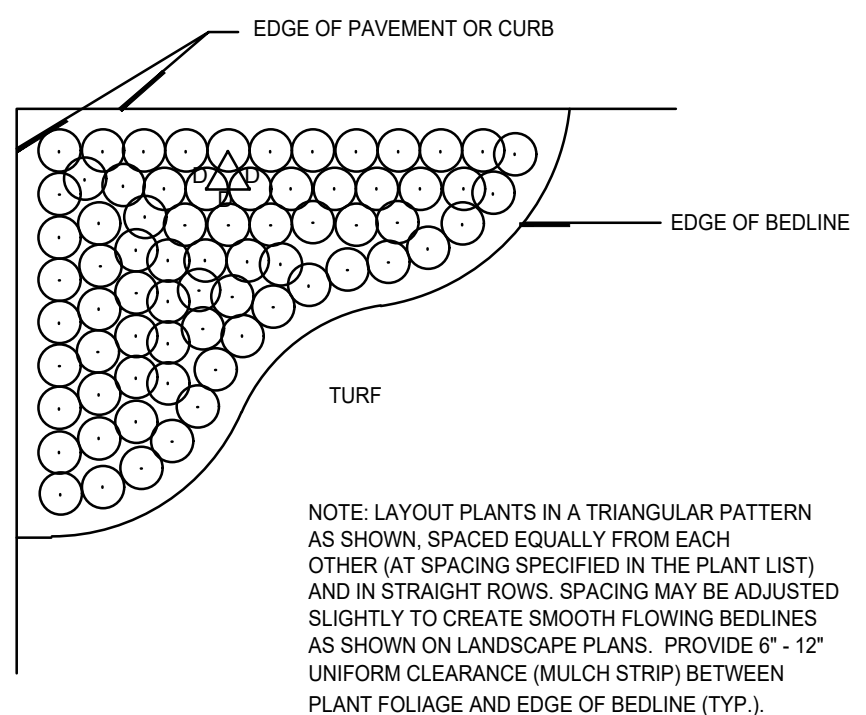
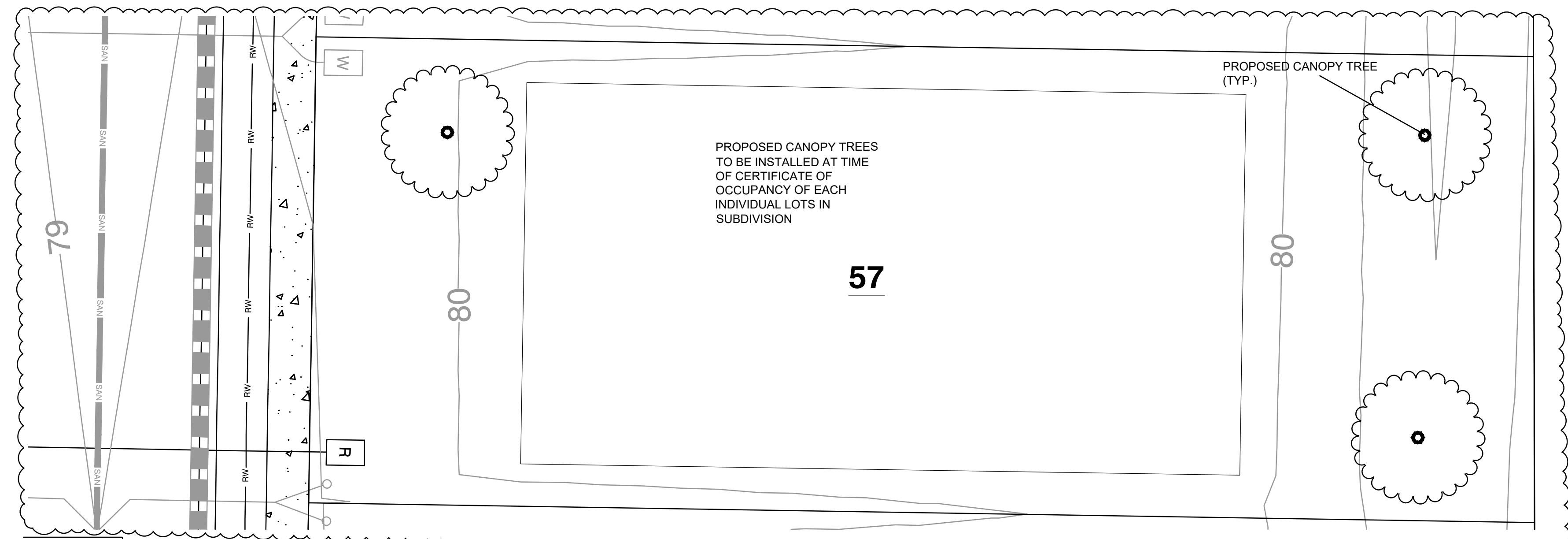


**L-9
 LANDSCAPE
 PLAN**

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EUSTIS, FLORIDA

**THE GROVE AT PINE MEADOWS
 SUBDIVISION**



SHRUB/GROUNDCOVER SPACING DETAIL
 NOT TO SCALE

PROVIDE AGRIFORM (20-10-5) FERTILIZER TABLETS AT THE FOLLOWING RATES:
 3 GAL / 2 TABLETS: 1 GAL / 1 TABLET.

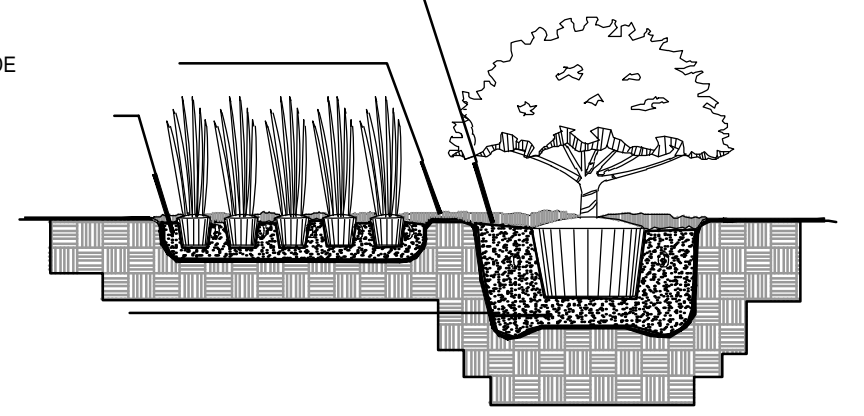
PROVIDE 6" MINIMUM CLEARANCE AROUND ROOT BALL (SIDES AND BOTTOM).

3" MULCH MINIMUM - DO NOT COVER MAIN STEM

SET TOP OF ROOTBALL 1" ABOVE FINISH GRADE

12" MINIMUM DEPTH OF PLANTING SOIL MIX IN SHRUB/GROUNDCOVER PLANTING BEDS.

PLANTING SOIL MIX - 1/3 SAND, 1/3 PEAT, 1/3 TOPSOIL. CONTRACTOR TO SUBMIT ANY PROPOSED SUBSTITUTE FOR APPROVAL.



SHRUB AND GROUNDCOVER PLANTING DETAIL
 NOT TO SCALE

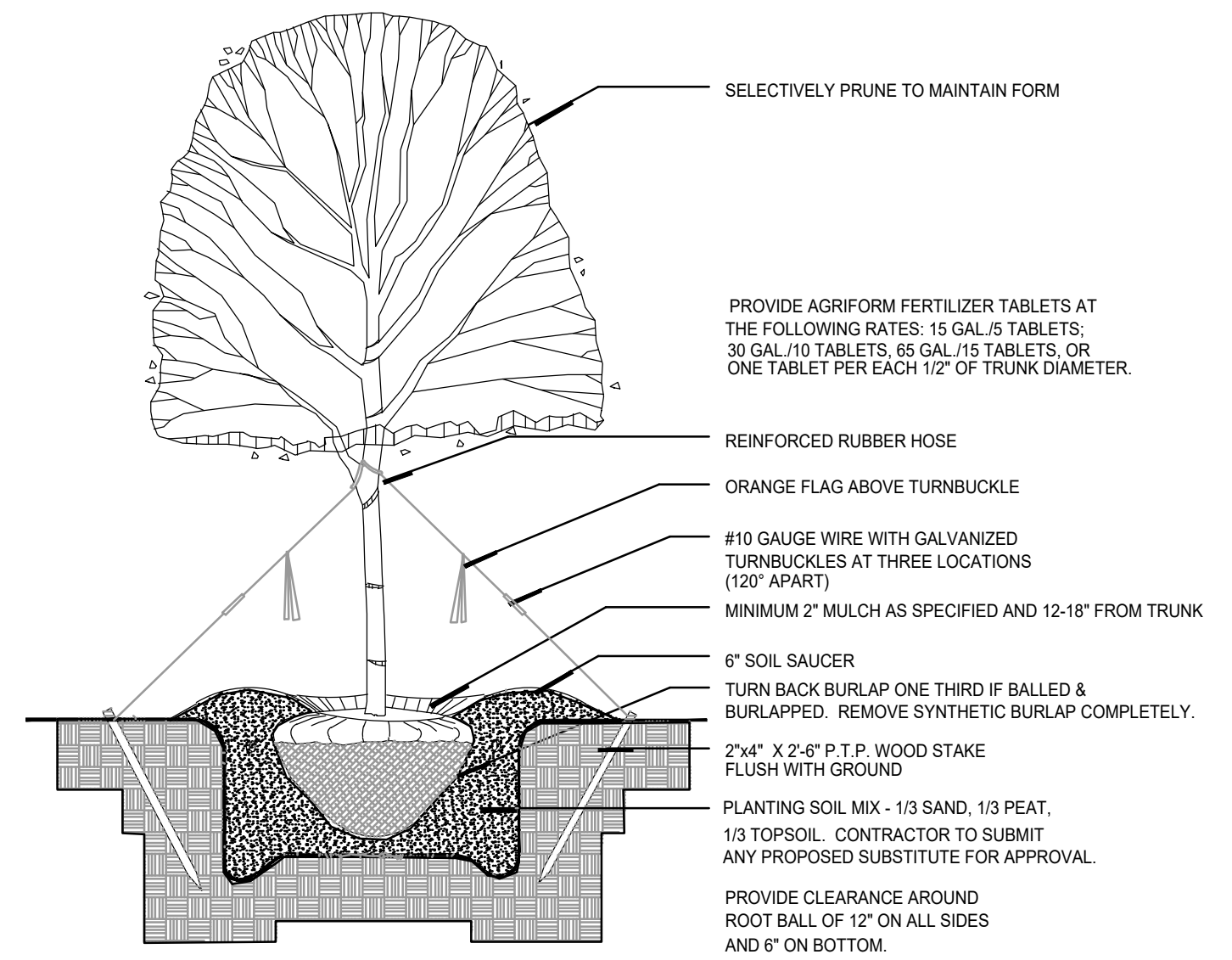
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LESS THAN 6,000	2
6,000 - 10,000	3
10,000 - 16,000	4
16,000 - 20,000	5
OVER 20,000	6

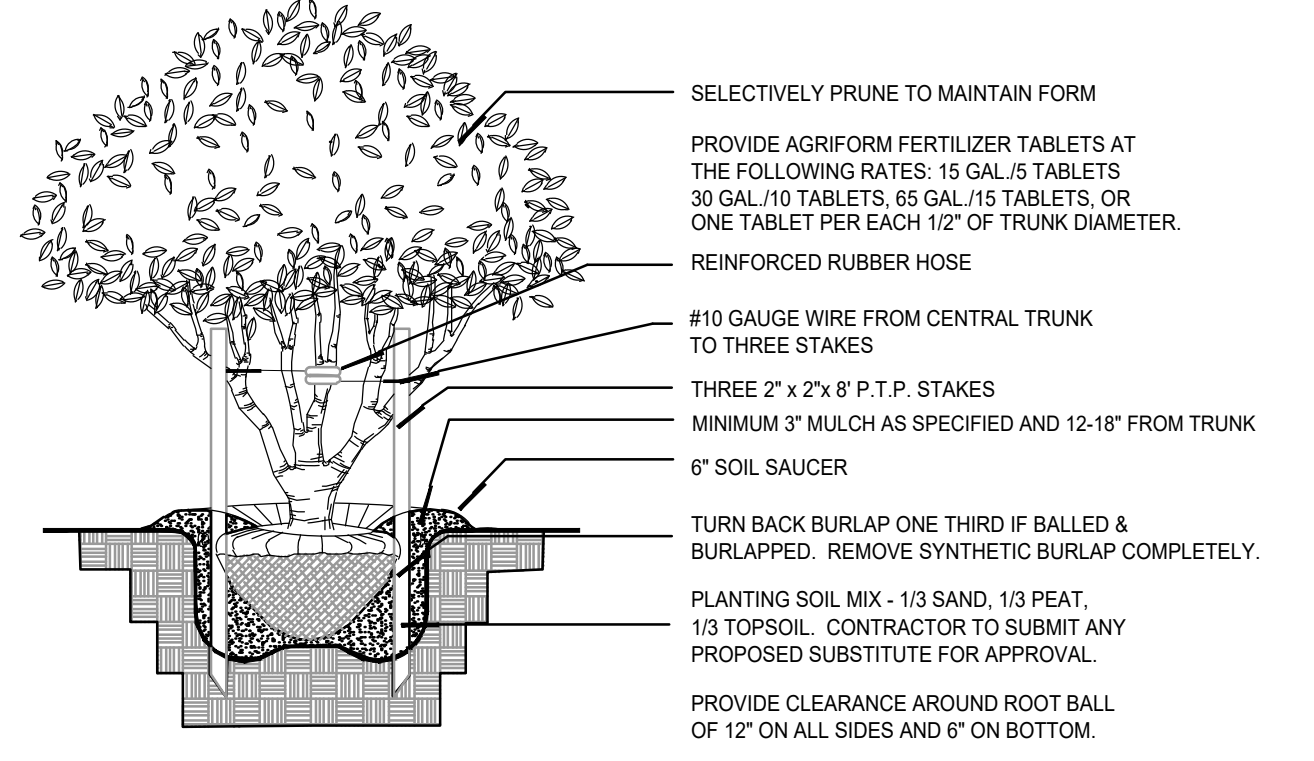
TYPICAL LOT LAYOUT

PROPOSED CANOPY TREE TO BE CHOSEN FROM MUNICIPALITY APPROVED TREE LIST FOR CANOPY TREES.

EXAMPLE: (3" CALIPER)
 SOUTHERN LIVE OAK
 BALD CYPRESS
 RED MAPLE
 SOUTHERN MAGNOLIA



TREE PLANTING DETAIL
 NOT TO SCALE



MULTI-TRUNK TREE PLANTING DETAIL
 NOT TO SCALE

LANDSCAPE PLANTING NOTES:

1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL FREE OF PESTS AND DISEASES.
2. ALL PLANTS SHALL BE FLORIDA FANCY, AS GRADED IN FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS.
3. ALL PLANTS ARE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER BEFORE, DURING, AND AFTER INSTALLATION.
4. ALL SINGLE-TRUNKED TREES SHALL BE STRAIGHT TRUNKED WITH ONE CENTRAL LEADER AND HAVE A FULL, DENSE CROWN.
5. ALL TREES SHALL BE STAKED AND GUYED AS SHOWN IN PLANTING DETAILS.
6. ALL MULCH PLANTING AREAS SHALL BE A MINIMUM OF 3" IN DEPTH.
7. ALL PLANTING AREAS SHALL HAVE A MINIMUM OF 3" TOPSOIL.
8. ALL TREES SHALL BE FREE OF OPEN WOUNDS AND WOUND SCARS IN THE CLEAR TRUNK AREA.
9. ANY SYNTHETIC BURLAP AND/OR WIRE BASKETS MUST BE TOTALLY REMOVED PRIOR TO INSTALLATION OF PLANT MATERIAL. IF NATURAL BURLAP IS USED, IT MAY BE TURNED DOWN 1/3 OF THE ROOTBALL.

LANDSCAPE CONTRACTOR NOTES:

1. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING, IN FULL, ALL LANDSCAPE PLANTING AREAS, UNTIL THE JOB IS ACCEPTED IN FULL BY THE OWNER. "IN FULL" MEANS WATERING, PEST CONTROL, MULCHING, MOWING, FERTILIZING AND RESETTING TREES THAT ARE OUT OF PLUMB.
2. THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL INSTALLED PLANT MATERIAL FOR A PERIOD OF ONE CALENDAR YEAR BEGINNING ON THE DATE OF 100% COMPLETION. ANY AND ALL REQUIRED PLANT REPLACEMENTS SHALL BE MADE PROMPTLY AND AT NO ADDITIONAL COST TO THE OWNER.
3. THE LANDSCAPE CONTRACTOR SHALL STAKE THE LOCATIONS OF ALL PLANT MATERIAL AND PLANTING BED LINES FOR REVIEW BY THE LANDSCAPE ARCHITECT AND OWNER.
4. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL WRITTEN PLANT QUANTITIES PRIOR TO INITIATION OF THE WORK. IN THE EVENT THAT THE PLANS CONTRADICT THE PLANT LIST, THE PLANS SHALL RULE.
5. THE LANDSCAPE CONTRACTOR SHALL BE FAMILIAR WITH AND ACCEPT THE EXISTING SITE CONDITIONS PRIOR TO INITIATION OF THE WORK. ANY VARIATION FROM THE SPECIFIED WORK SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
6. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES, DRAINAGE STRUCTURES, CURBS, SIDEWALKS, AND ANY OTHER OBJECTS WHICH MIGHT BE DAMAGED DURING THE WORK.
7. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ANY AND ALL NECESSARY REPAIRS TO DAMAGE CAUSED BY HIS WORK AT NO ADDITIONAL COST TO THE OWNER OR LANDSCAPE ARCHITECT.
8. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, AND FOLLOWING ALL APPLICABLE LOCAL CODES PERTAINING TO THE PROJECT DURING THE COURSE, OF HIS WORK.

PLANT LIST					
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	DESCRIPTION	REMARKS
TREES					
AR	8	ACER RUBRUM	RED MAPLE	10' HEIGHT, 5' SPR., AND 2" DBH MINIMUMS	SPACE AS SHOWN GUY
QV	41	QUERCUS VIRGINIANA	LIVE OAK	10' HEIGHT, 5' SPR., AND 2" DBH MINIMUMS	SPACE AS SHOWN GUY
TD		TAXODIUM DISTICHUM	BALD CYPRESS	10' HEIGHT, 5' SPR., AND 2" DBH MINIMUMS	SPACE AS SHOWN GUY
SHRUBS					
VO	128	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	24" HT. x 24" SPRD. / FULL / 3G CONTRACTOR TO MEET MEASUREMENTS. NOT JUST GALLON SIZE	30" O.C.
SOD					
SEE PLANS		PASPALUM NOTATUM 'ARGENTINE'	ARGENTINE BAHIA	SOLID, FREE OF PESTS AND DISEASES	FIELD VERIFY QTY.
MULCH					
SEE PLANS		MINI PINE BARK NUGGETS	MINI PINE BARK NUGGETS	FREE OF DIRT AND DEBRIS	FIELD VERIFY QTY.

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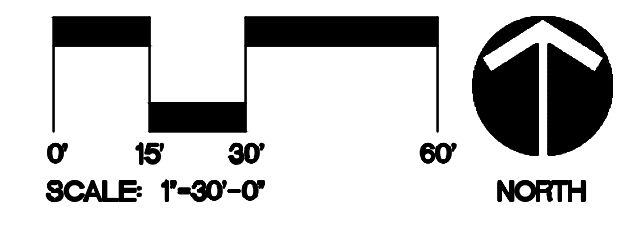
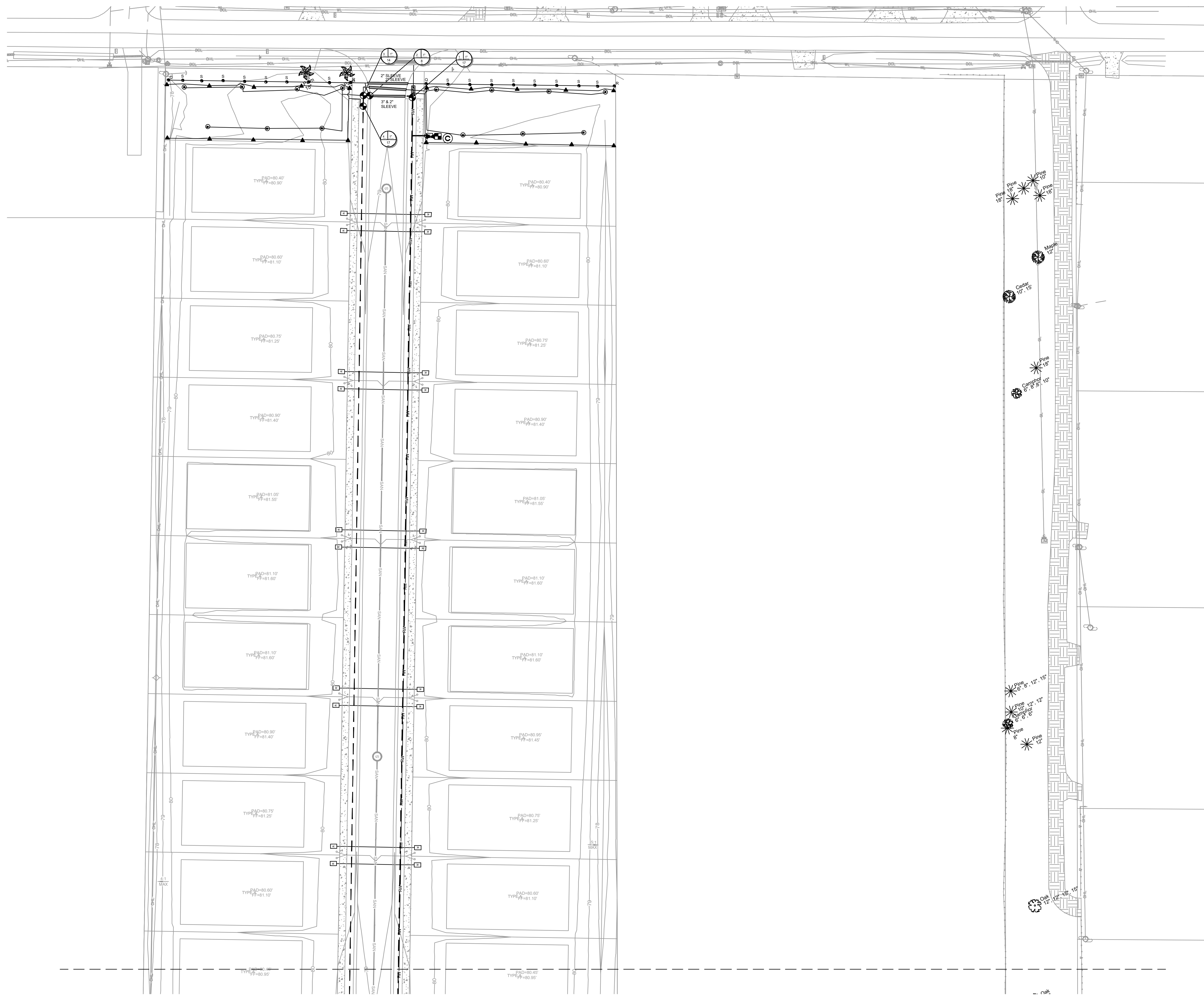
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**L-10
 LANDSCAPE
 DETAILS**

SHEET 10 OF 15



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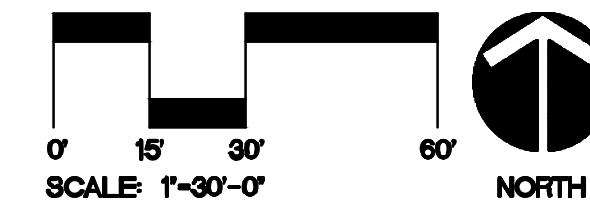
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**L-11
 IRRIGATION
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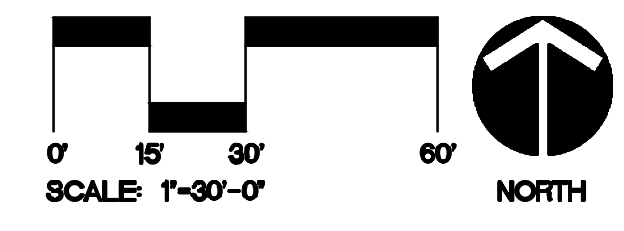
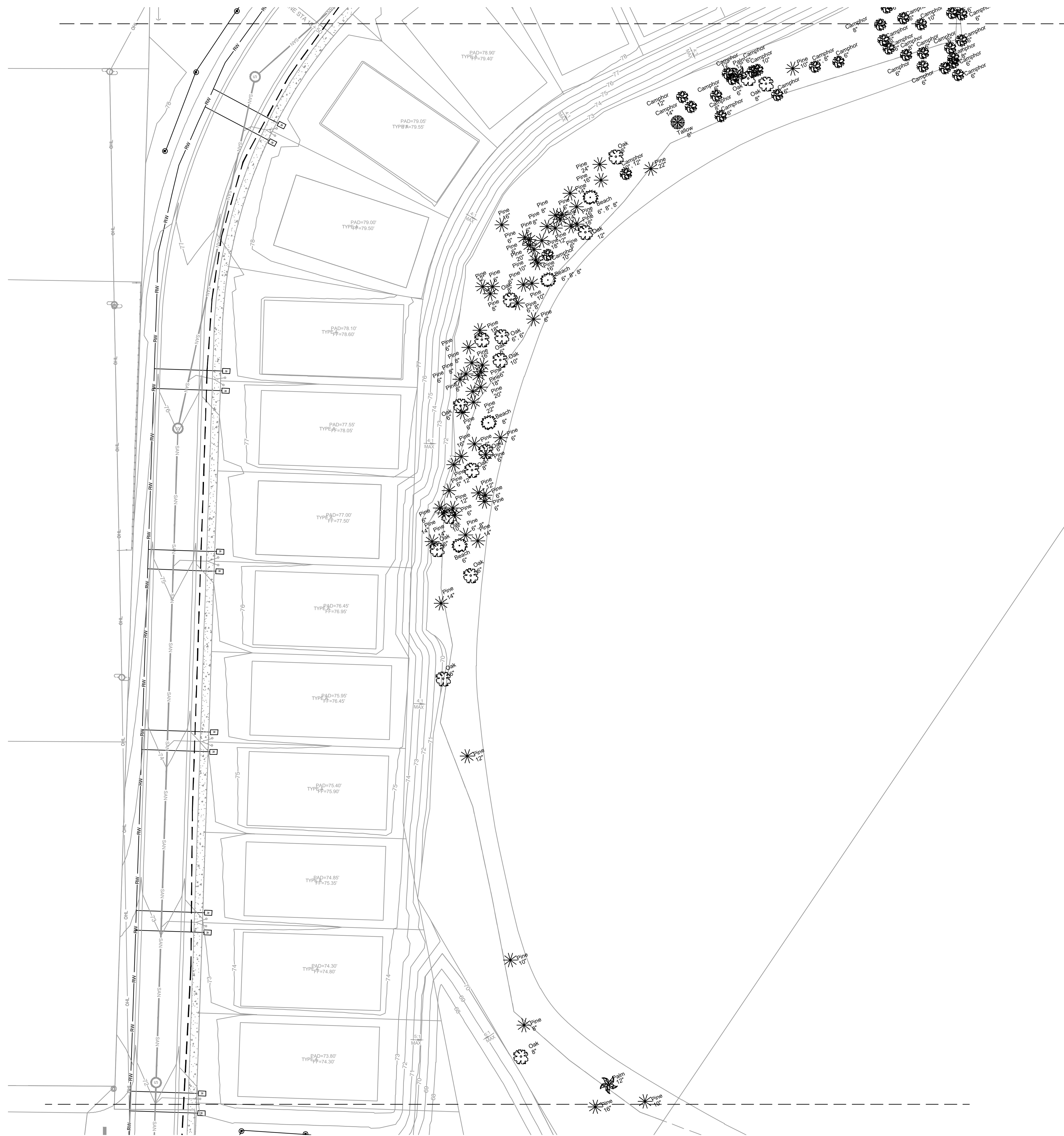
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**L-12
 IRRIGATION
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SHEET 12 OF 15





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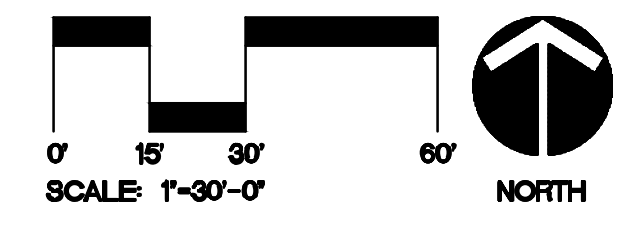
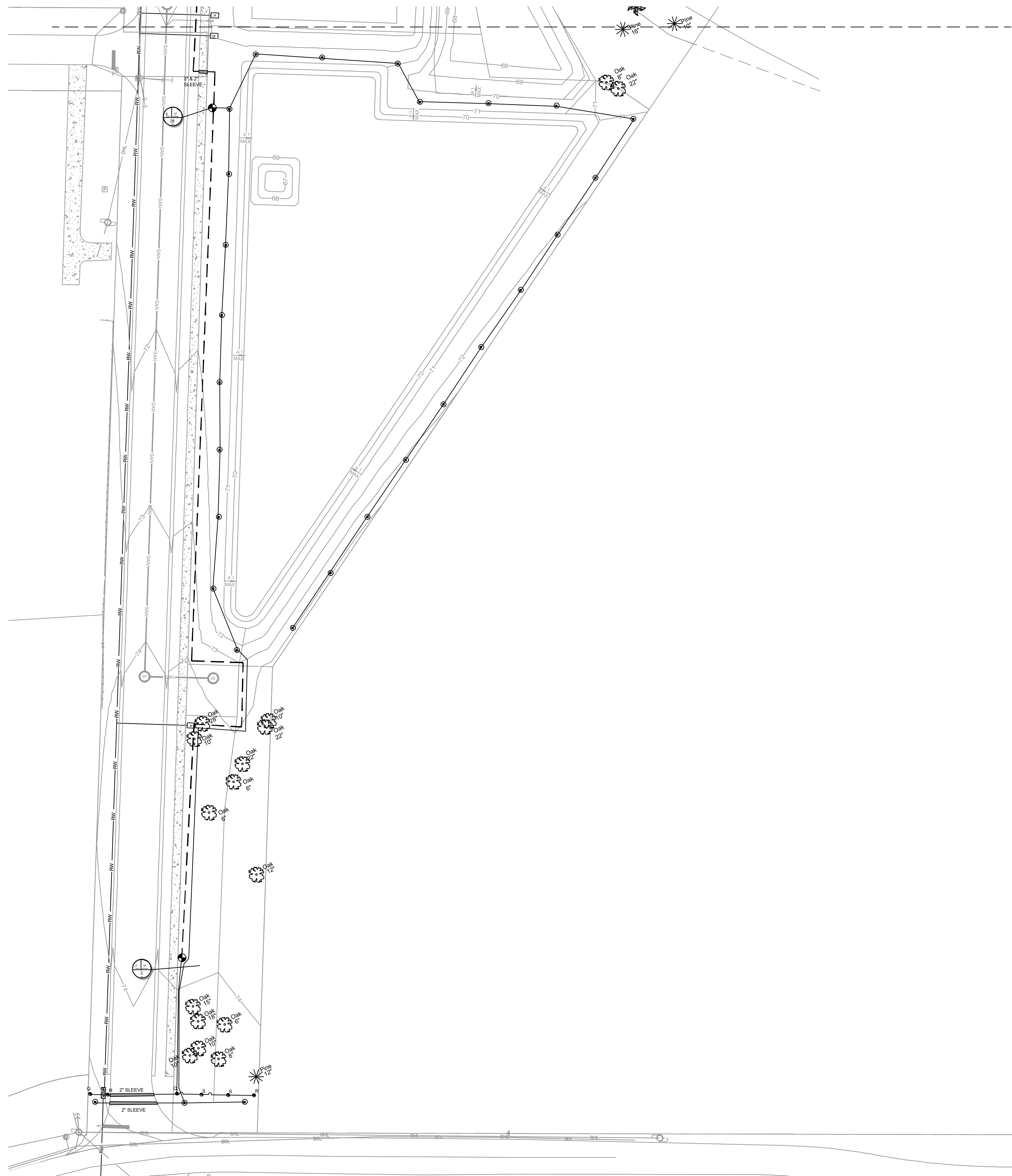
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L-13
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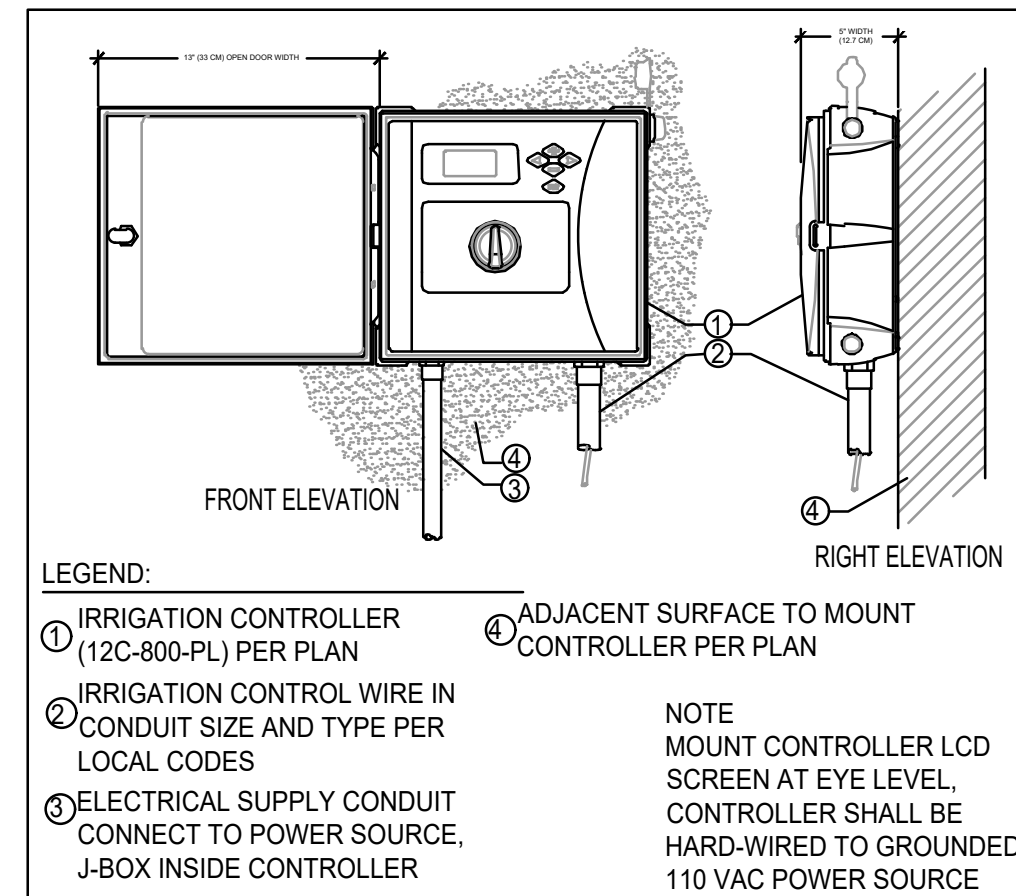
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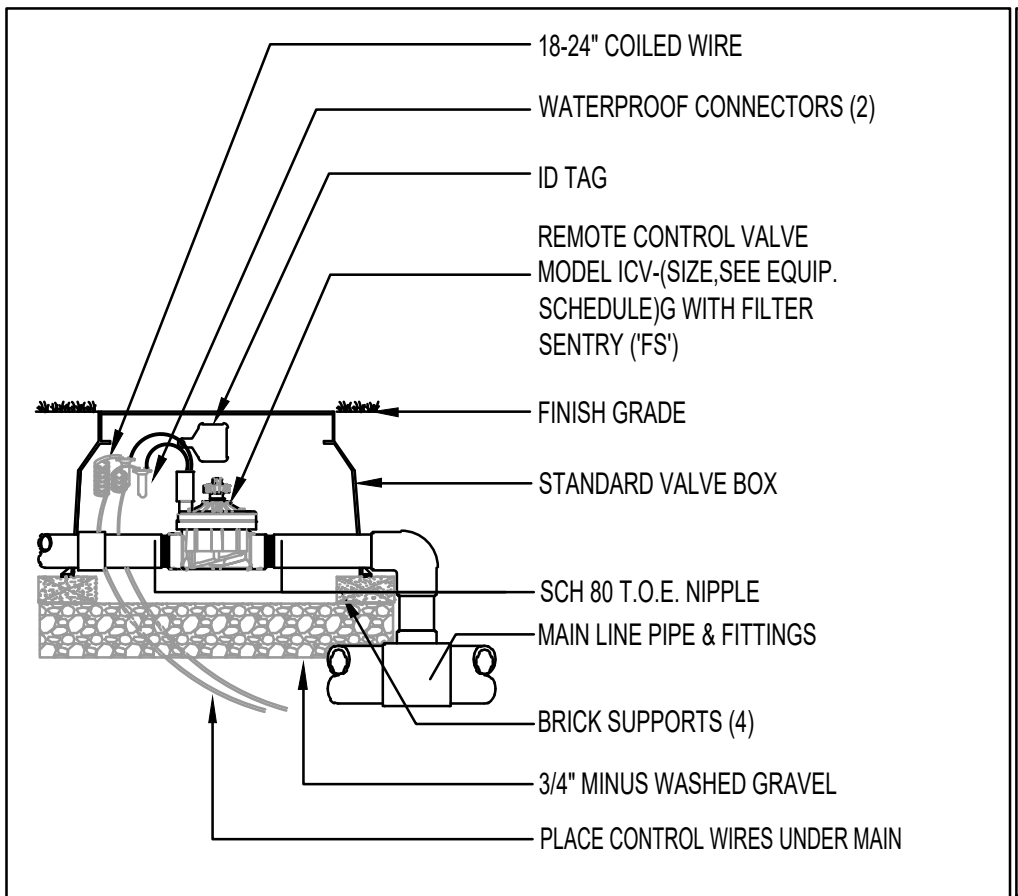
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**L-14
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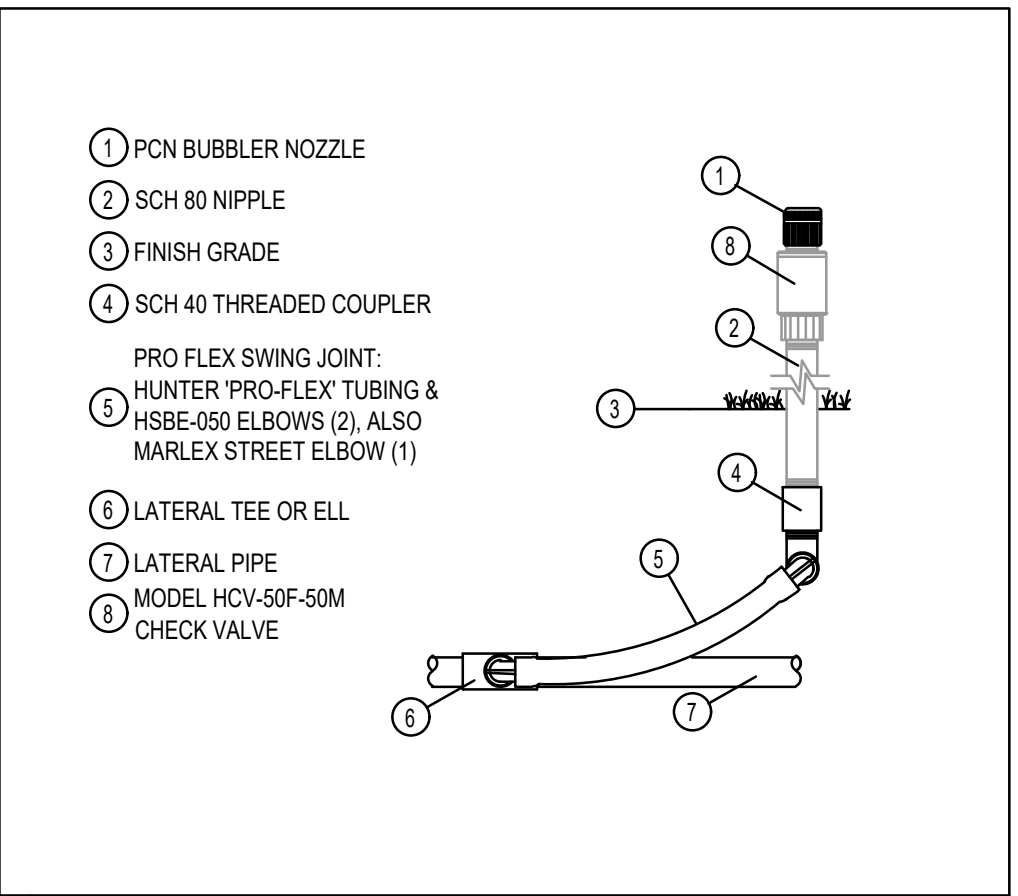
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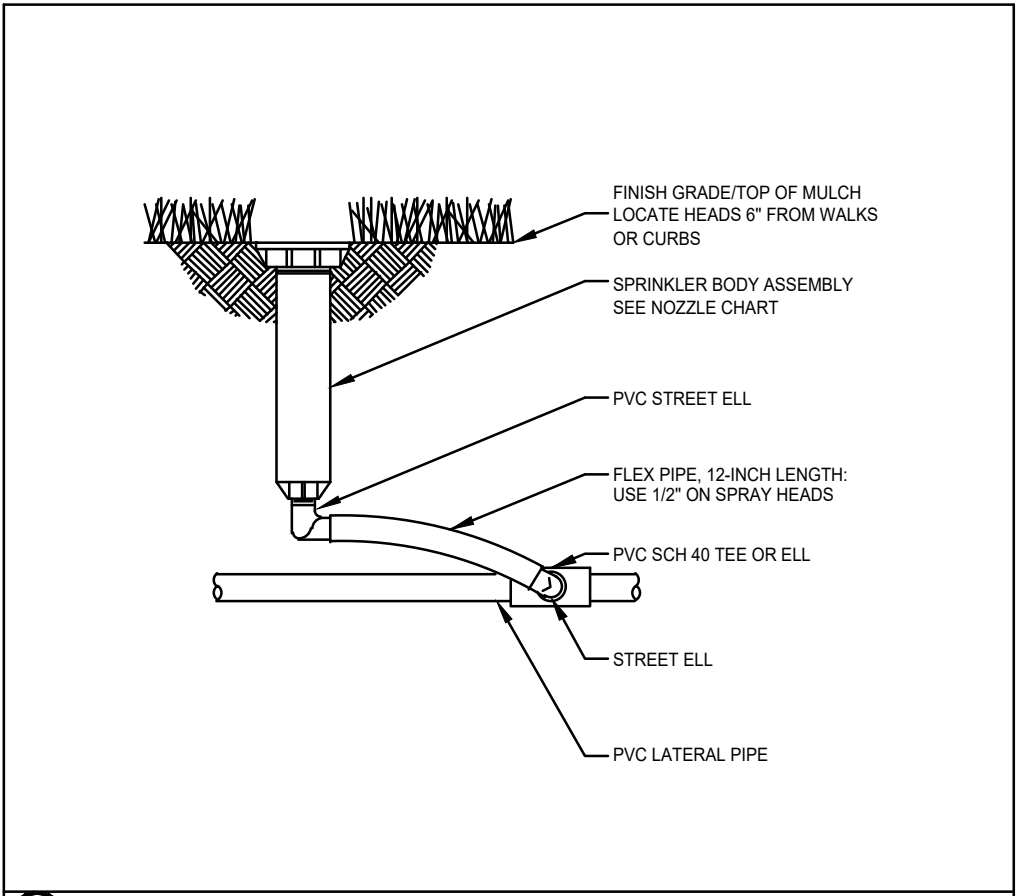
A ICC2 WALL MOUNT CONTROLLER



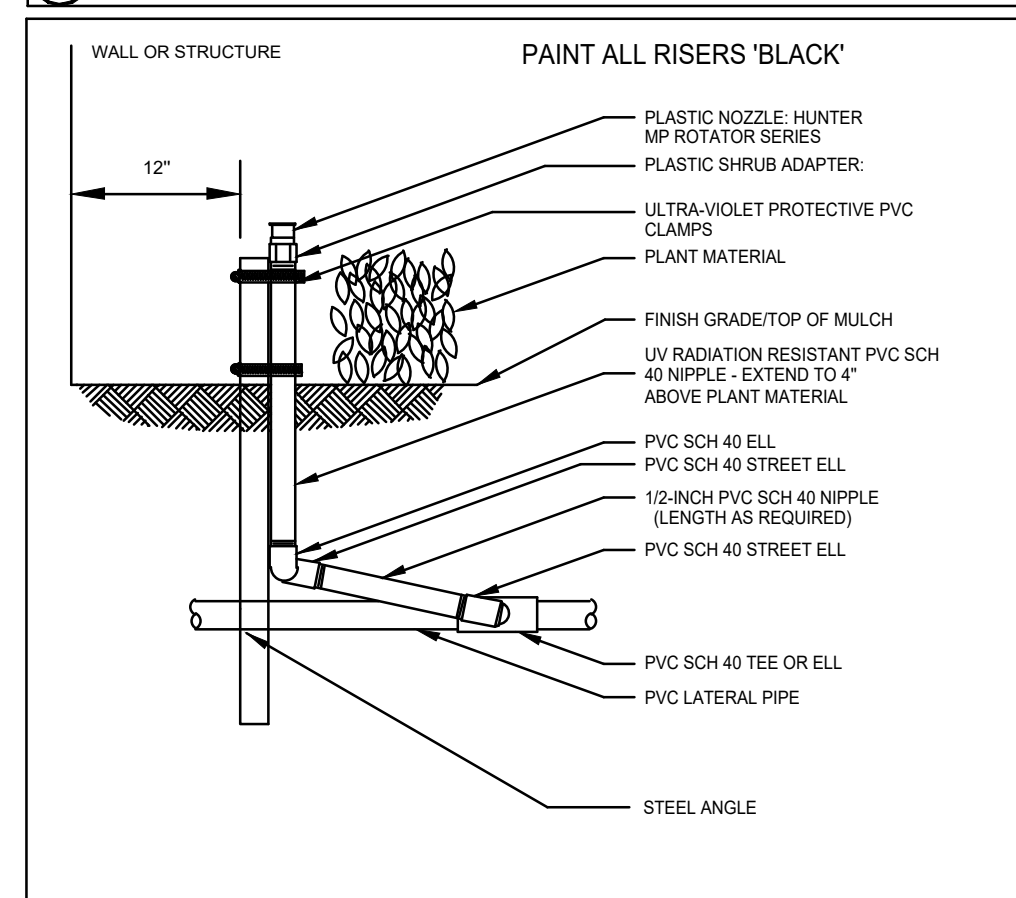
B ICV-151 OR 201 GLOBE VALVE



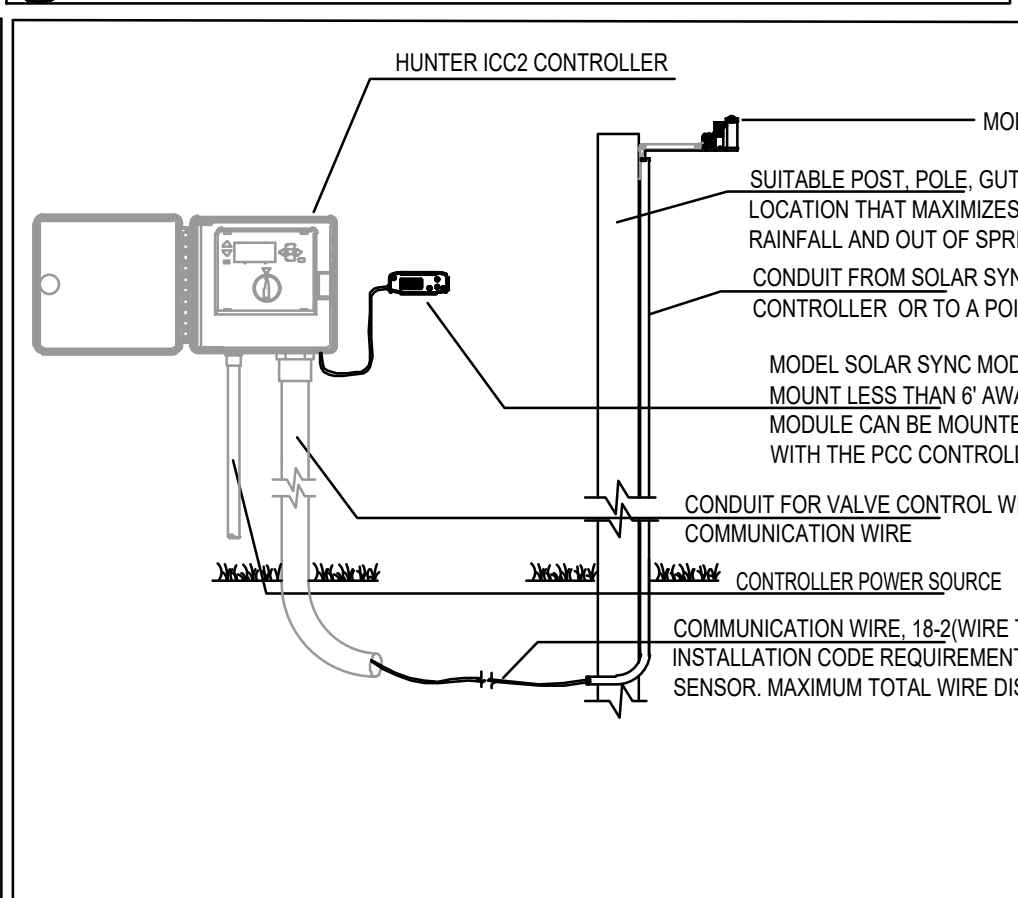
C PCN BUBBLER



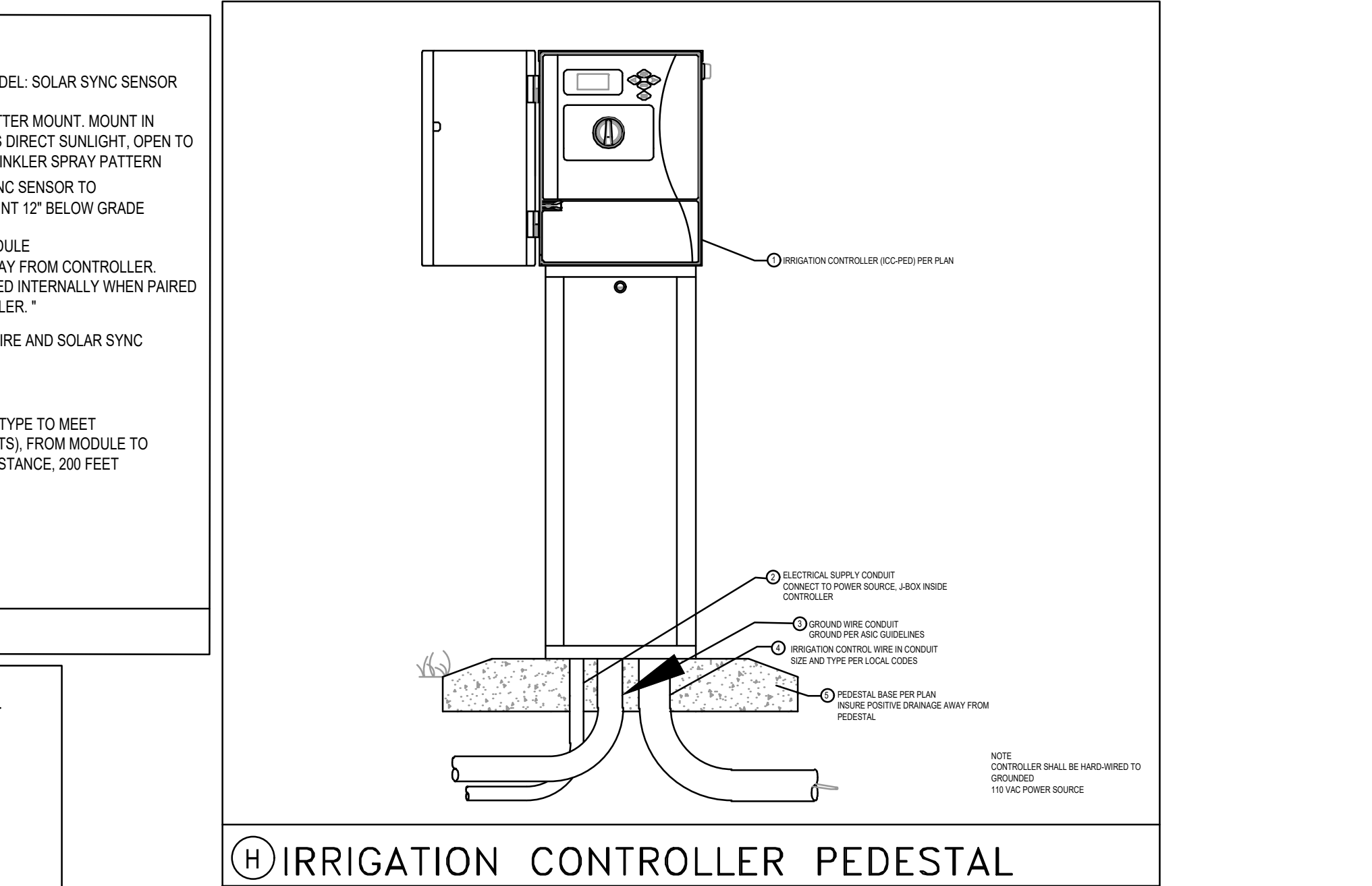
D HEAD DETAIL



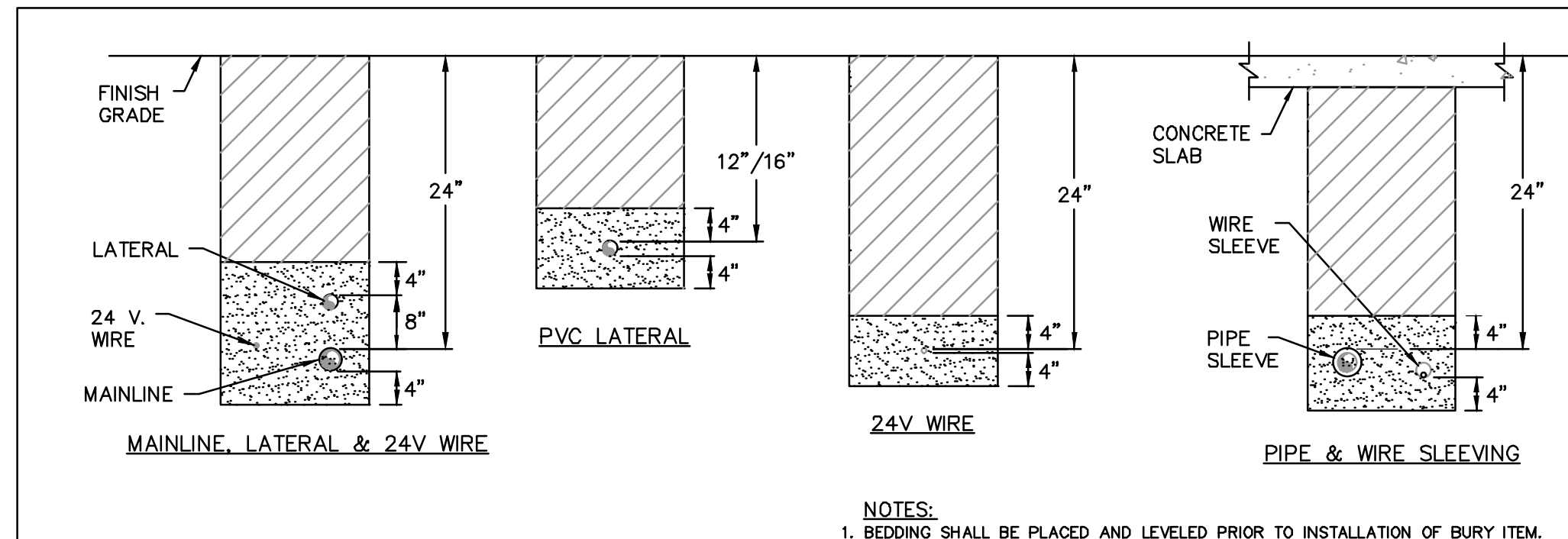
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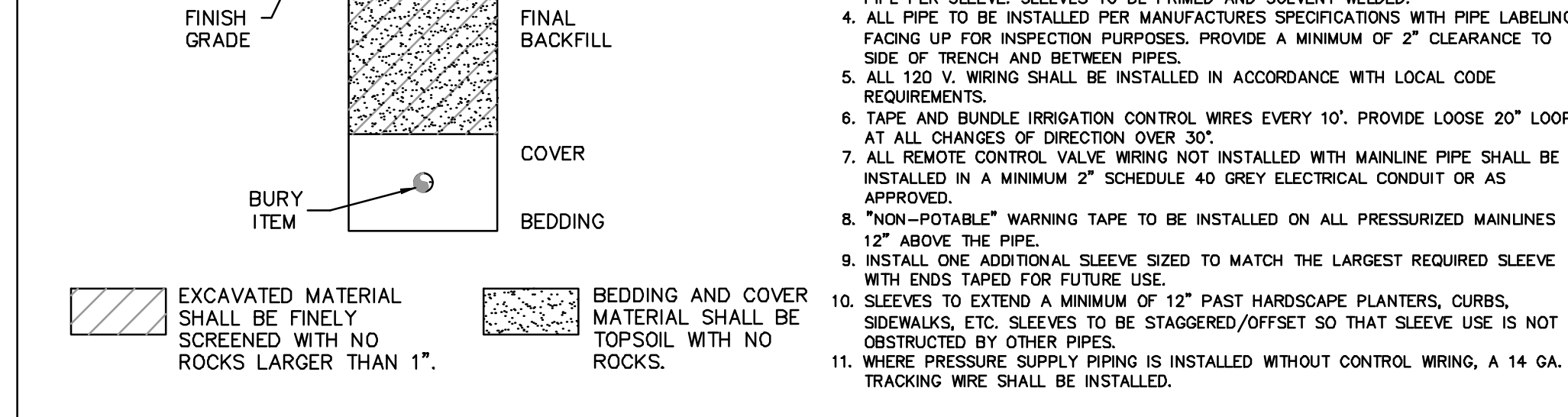
F HUNTER SOLAR SYNC SYSTEM



H IRRIGATION CONTROLLER PEDESTAL



G TRENCHING DETAILS



G TRENCHING DETAILS

- NOTES:**
- BEDDING SHALL BE PLACED AND LEVELED PRIOR TO INSTALLATION OF BURY ITEM.
 - BACKFILL SHALL BE PLACED IN MAXIMUM 6" LIFTS.
 - SLEEVE ALL PIPE AND WIRE SEPARATELY. SLEEVE 2 X DIA. OF PIPE (MIN 2"). ONE PIPE PER SLEEVE. SLEEVES TO BE PRIMED AND SOLVENT WELDED.
 - ALL PIPE TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS WITH PIPE LABELING FACING UP FOR INSPECTION PURPOSES. PROVIDE A MINIMUM OF 2" CLEARANCE TO SIDE OF TRENCH AND BETWEEN PIPES.
 - ALL 120 V. WIRING SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS.
 - TAPE AND BUNDLE IRRIGATION CONTROL WIRES EVERY 10'. PROVIDE LOOSE 20" LOOP AT ALL CHANGES OF DIRECTION OVER 30°.
 - ALL REMOTE CONTROL VALVE WIRING NOT INSTALLED WITH MAINLINE PIPE SHALL BE INSTALLED IN A MINIMUM 2" SCHEDULE 40 GREY ELECTRICAL CONDUIT OR AS APPROVED.
 - "NON-POTABLE" WARNING TAPE TO BE INSTALLED ON ALL PRESSURIZED MAINLINES 12" ABOVE THE PIPE.
 - INSTALL ONE ADDITIONAL SLEEVE SIZED TO MATCH THE LARGEST REQUIRED SLEEVE WITH ENDS TAPED FOR FUTURE USE.
 - SLEEVES TO EXTEND A MINIMUM OF 12" PAST HARDSCAPE PLANTERS, CURBS, SIDEWALKS, ETC. SLEEVES TO BE STAGGERED/OFFSET SO THAT SLEEVE USE IS NOT OBSTRUCTED BY OTHER PIPES.
 - WHERE PRESSURE SUPPLY PIPING IS INSTALLED WITHOUT CONTROL WIRING, A 14 GA. TRACKING WIRE SHALL BE INSTALLED.

IRRIGATION NOTES

- REFER TO THE LANDSCAPE PLANS WHEN TRENCHING TO AVOID TREES AND SHRUBS.
- ALL MAINLINE PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 18" OF COVER. ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER.
- ALL POP-UP ROTORS AND SPRAY HEADS SHALL BE INSTALLED USING AN 18" P.V.C. FLEX PIPE CONNECTION. DO NOT USE FUNNY PIPE.
- ADJUST ALL NOZZLES TO REDUCE WATER WASTE ON HARD SURFACES AND BUILDING WALLS.
- SHUTTLE ALL VALVES ON SHRUB LINES AS REQUIRED TO PREVENT FOGGING.
- ALL RISERS SHALL BE PAINTED BLACK.
- ALL RISERS SHALL BE STAKED WITH A STEEL ANGLE AND SECURED WITH ULTRA-VIOLET LIGHT PROTECTED P.V.C. CLAMPS.
- ALL CONTROL WIRE SPLICES SHALL BE MADE IN VALVE BOXES USING SNAP-TITE CONNECTORS AND SEALANT.
- THE CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING ON A REPRODUCIBLE PAPER (SEPA OR MYLAR) SHOWING ALL INSTALLED IRRIGATION. A MYLAR OR SEPA OF THE ORIGINAL PLAN MAY BE OBTAINED FROM THE LANDSCAPE ARCHITECT FOR A FEE. THE DRAWING SHALL LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES.
- ALL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES.
- ANY PIPING SHOWN OUTSIDE THE PROPERTY LINE OR RUNNING OUTSIDE A LANDSCAPE AREA IS SHOWN THERE FOR CLARITY ONLY. ALL LINES SHALL BE INSTALLED ON THE PROPERTY AND INSIDE THE LANDSCAPE AREAS.
- ALL RISERS SHALL BE INSTALLED 12" FROM ANY WALL AND A MINIMUM OF 36" FROM ANY SIDEWALK, PATIO OR ROAD.
- THE EXACT HEIGHT OF ANY 12" POP-UP THAT IS SHOWN IN A SHRUB BED SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT IN THE FIELD.
- THE CONTRACTOR SHALL EXERCISE CARE SO AS NOT TO DAMAGE ANY EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIRS AND COST OF ANY DAMAGE CAUSED BY HIS WORK.
- ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP.
- CONTRACTOR TO USE MIN. OF 12 GAUGE WIRE FOR ALL COMMON WIRES AND 14 GAUGE WIRE FOR ALL CONTROL WIRES. CONTRACTOR ALSO TO PROVIDE 3 SPARE CONTROL WIRES FOR ANY FUTURE USE.
- CONCRETE THRUST BLOCKS ARE TO BE UTILIZED AT ALL MAINLINE DIRECTION CHANGES.
- ALL IRRIGATION SHOWN ON PLANS IS SCHEMATIC AND DOES NOT REFLECT ALL FITTINGS AND APPURTENANCES WHICH SHALL BE INCLUDED TO PROVIDE A FULLY FUNCTIONAL IRRIGATION SYSTEM CAPABLE OF PROVIDING 100 PERCENT COVERAGE WITH A 50 PERCENT OVERLAP.

EQUIPMENT LIST

SYMBOL	DESCRIPTION	QUANTITY
⊙	0.50 GPM BUBBLER (2 PER TREE)	112
●	SPRAY ON RISER - HUNTER INDUSTRIES INST-00-CV-MP2000	26
▲	HUNTER INDUSTRIES - 4" POP-UP PGP ROTORS- PART RADIUS	20
⊙	HUNTER 'ICV' SERIES ELECTRIC VALVE WITH ACCU-SET PRESSURE REGULATOR 1"	7
⊙	HUNTER ICC2 8 STATION CONTROLLER, 120VOLT INSTALL WITH A SOLAR SYNC (WITH EVAPOTRANSPIRATION SENSOR AND RAIN SENSOR AND BY-PASS BOX.) GROUND WITH AN 8' COPPER CLAD ROD. TO BE INSTALLED ON A PEDESTAL.	1
⊙	1" RECLAIMED IRRIGATION METER TO PROVIDE 30 GPM AT 40 PSI	1
⊙	1" DOUBLE CHECK VALVE BACKFLOW PREVENTOR	1
---	LATERAL LINE SIZE PER PLAN	SEE PLAN
---	1-1/2" MAINLINE CLASS 200 P.V.C. SIZE PER PLAN	SEE PLAN
---	SLEEVING - SCH. 40 P.V.C. MIN. DEPTH OF 24" (ALL 3" SLEEVES TO HAVE ACCOMPANYING 2" SLEEVE FOR WIRES)	SEE PLAN

RECLAIMED IRRIGATION: ALL PIPING AND COMPONENTS TO USE PURPLE (PANTONE COLOR 512)

Zone#	GPM	Water Use	Program
1	17	Rotors	A
2	8	Shrubs	B
3	14	Bubblers	C
4	17	Rotors	A
5	14	Bubblers	C
6	28	Bubblers	C
7	2	Shrubs	B

SPRAY NOZZLE CHART

SYM	NOZZLE	NOZZLE PATTERN	GPM
MP1000 8'-15' radius	A MAROON	90° ADJUSTABLE ARC	.19
	B MAROON	180° ADJUSTABLE ARC	.37
	C LT. BLUE	210° ADJUSTABLE ARC	.43
	D LT. BLUE	270° ADJUSTABLE ARC	.57
	E OLIVE	360° ARC	.75
MP2000 13'-21' radius	F BLACK	90° ADJUSTABLE ARC	.40
	G BLACK	180° ADJUSTABLE ARC	.74
	H GREEN	210° ADJUSTABLE ARC	.86
	I GREEN	270° ADJUSTABLE ARC	1.10
	J RED	360° ARC	1.47
MP3000 22'-30' radius	K BLUE	90° ADJUSTABLE ARC	.86
	L BLUE	180° ADJUSTABLE ARC	1.82
	M YELLOW	210° ADJUSTABLE ARC	2.12
	N YELLOW	270° ADJUSTABLE ARC	2.73
	O GRAY	360° ARC	3.64
STRIPS & CORNERS	P TURQUOISE	45°-105° ADJUSTABLE ARC	.45
	Q IVORY	5x15' LEFT STRIP	.22
	R COPPER	5x15' RIGHT STRIP	.22
	S BROWN	5x30' SIDE STRIP	.44
BUBBLERS AND MICRO-SPRAYS	T PCN10	1.00 GPM FLOOD BUBBLER	1.00
	U PCN50	.50 GPM FLOOD BUBBLER	.50
	V SR-2Q	90° 2' RADIUS	.11
	W SR-2H	180° 2' RADIUS	.16
	X MS-F	360° 5' RADIUS	.50

Item 6.2
CADSCAPES, INC.
 Florida Landscape Architecture Firm
 432 Novell Loop Landscape Architect
 Deland, FL 32724 Jason Bridgewater, RLA
 Office: 407 310-5567 Florida Water Star AP
 jasonbridgewater@gmail.com
 © Cadscapes, Inc. 2023

THE GROVE AT PINE MEADOWS SUBDIVISION
 EUSTIS, FLORIDA

- REVISIONS:**
- | No. | Date | Item |
|-----|----------|---------------|
| 1 | 04/10/24 | City Comments |
| 2 | 05/09/24 | City Comments |
| | | |
| | | |
| | | |
| | | |

Seal:
 DATE: 2024-05-09
 Jason P. Bridgewater
 Registered Landscape Architect
 FL Registration -LA 6667308

DATE: 10/09/2023
 DRAWN BY: JB/JC
 CHECKED BY: JB
 SCALE:

48 HOURS BEFORE YOU DIG
 CALL SUNSHINE
 1-800-432-4770 or 811
IT'S THE LAW IN FLORIDA
 FLORIDA LAW REQUIRES EXCAVATORS TO NOTIFY OWNERS OF UNDERGROUND FACILITIES NO LESS THAN TWO (2) DAYS PRIOR TO EXCAVATION

L-15
 IRRIGATION
 DETAILS
 SHEET 15 OF 15

Pine Meadows Subdivision

Lake County, Florida

TRAFFIC IMPACT STUDY

Prepared for:

Epic Development Group
1507 S. Hiawasse Road, Suite 211
Orlando, FL 32835

Prepared by:

PTG

Premier Traffic Group

PremierTrafficGroup@gmail.com
350 E Crown Point Road, Suite 1100
Winter Garden, FL 34787

May 2024

EXECUTIVE SUMMARY

This traffic analysis is being conducted to assess the impact of the proposed Pine Meadow Subdivision located north of Pine Meadows Golf Course Road, approximately 0.6 miles east of SR 19 in Eustis, Florida. The proposed project comprises 60 single family units. The analysis included a determination of project trip generation, a review of existing and projected roadway and intersection capacity and a review of access operations.

The results of the traffic analysis are summarized as follows:

- The proposed development will generate a total of 631 daily trips of which 47 and 61 will occur during the AM and PM peak hour, respectively.
- Access to the site will be provided via directional median opening connections onto SR 19 via Pine Meadows Golf Course Road, McKinley Road, and Orange Avenue.
- An analysis of the study roadway segments indicates that the study roadway segments currently operate adequately within their adopted Level of Service standard and are projected to continue to do so upon buildout of the proposed development. The eastbound segment of CR 44 between CR 452 and SR 19 is project to continue to fail in the PM peak hour as it is an existing deficiency.
- An analysis of the study intersections indicates that the study intersections currently operate adequately within their adopted Level of Service standard and are projected to continue to do so upon buildout of the proposed development.

Based on the analyses conducted, approval of the proposed project is requested from a transportation perspective since the project does not adversely impact any of the study roadway segments or intersections.

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Premier Traffic Group a dba of Karma Consultancy, LLC. and that I have supervised the preparation and approve the evaluation, findings, opinions, conclusions, and technical advice hereby reported for:

PROJECT: Pine Meadows Subdivision

LOCATION: Lake County, Florida

I acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

NAME: Vasu T. Persaud, PE

P.E. #: Florida P.E. No. 72790

DATE: May 10th, 2024

SIGNATURE: _____

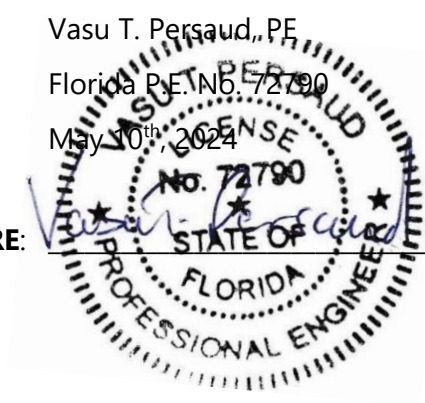


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1.0 INTRODUCTION

The proposed project comprises 60 single family units and is located approximately 0.6 miles east of SR 19 in Eustis, Florida. **Figure 1** depicts the site location and the surrounding transportation network. Access to the site will be provided via directional median opening connections onto SR 19 via Pine Meadows Golf Course Road, McKinley Road and Orange Avenue. A preliminary concept plan is included in **Appendix A**.

1.1 Data and Methodology

Data used in the analysis consisted of site plan/development information provided by the Project Engineers, AM and PM peak hour intersection traffic counts obtained by PTG and roadway segment traffic volumes obtained from Lake County and the Florida Department of Transportation (FDOT). The analysis was conducted in accordance with the Traffic Impact Analysis (TIA) *Methodology Memorandum* prepared for the project. A copy of the methodology coordination is provided in **Appendix B**.

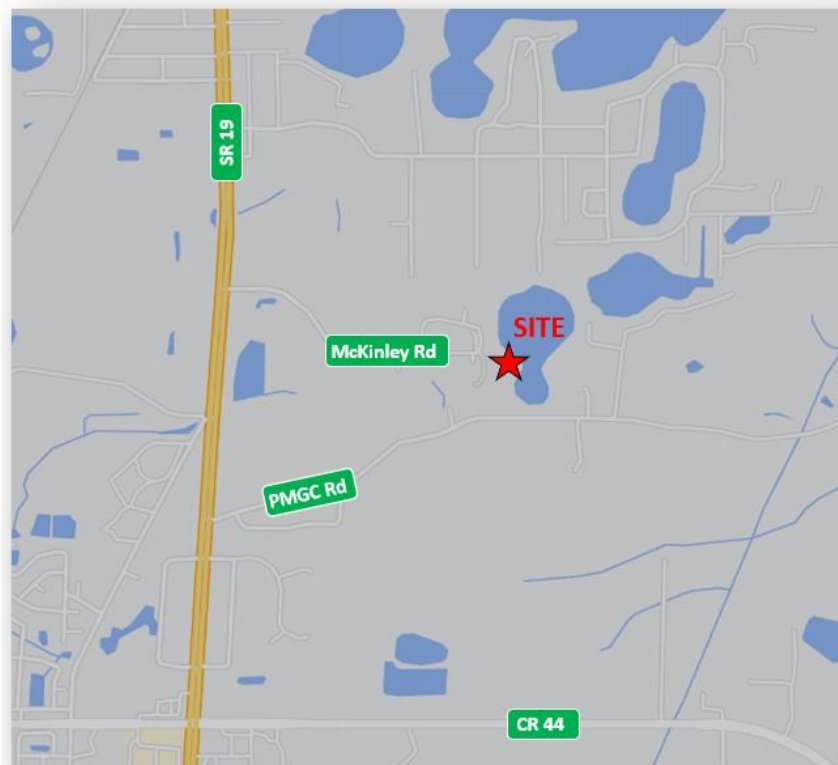


Figure 1: Project Location Map

1.2 Study Area

The study facilities to be considered in the analysis are:

Study Intersections

- SR 19 and CR 44
- SR 19 and Pine Meadows Golf Course Road
- SR 19 and CR 19A
- SR 19 and McKinley Road
- SR 19 and Orange Avenue

Study Segments

- Per the Lake-Sumter Traffic Impact Study Methodology Guidelines, the study roadway segments within a one (1) mile area and having a 5% capacity utilization/significance will be studied. The anticipated study segments are as follows:
 - CR 44
 - 500: CR 452 to SR 19
 - 510: SR 19 to Hicks Road
 - SR 19
 - 2910: CR 450A to CR 19A
 - 2920: CR 19A to CR 44
 - 2930: CR 44 to CR 452

1.3 Planned and Programmed Improvements

Based on discussions and review of data documented by FDOT, Lake County and the Lake-Sumer Metropolitan Planning Organization, there are no pertinent roadway capacity improvements that were planned and programmed within three (3) years of the project buildout.

2.0 EXISTING TRAFFIC CONDITIONS

Existing conditions in the vicinity of the site were analyzed to establish a baseline for the traffic conditions prevailing in the vicinity of the proposed development. The analysis included a review of the existing roadway segment capacities and an analysis of the intersection operations at the study intersections.

2.1 Roadway Segment Analysis

Table 1 summarizes the existing roadway segment capacity analysis for study segment within a four (4) mile radius of the proposed development. The existing roadway segment conditions were analyzed by comparing the existing traffic volumes observed on the study roadway segments to the service volumes at the adopted Level of Service (LOS) standard for the roadway segments. The LOS data was obtained from the latest *Lake County Transportation Management System Spreadsheet*, excerpts of which are included in **Appendix C**.

Table 1: Existing Roadway Segment Capacity Analysis

Seg ID	Roadway	Segment	Lanes	LOS Stnd	PH Dir Capacity	Dir	Existing Vol	LOS Stnd Met?
500	C.R. 44	CR 452 to SR 19	2	D	710	NB/EB	733	No
						SB/WB	646	Yes
510	C.R. 44	SR 19 to HICKS DITCH ROAD	2	D	840	NB/EB	452	Yes
						SB/WB	653	Yes
2910	SR 19	CR 450A to CR 19A	4	D	3280	NB/EB	935	Yes
						SB/WB	584	Yes
2920	SR 19	CR 19A to CR 44	4	D	2100	NB/EB	935	Yes
						SB/WB	584	Yes
2930	SR 19	CR 44 to CR 452	4	D	2100	NB/EB	689	Yes
						SB/WB	624	Yes

The analysis indicates that the study roadway segments currently operate adequately within their adopted Level of Service (LOS) standard. The eastbound segment of CR 44 between CR 452 and SR 19 currently fails in the PM peak hour and thus, is an existing deficiency.

2.2 Intersection Capacity Analysis

Table 2 summarizes the results of the existing intersection capacity analysis. The existing intersection capacity analysis was conducted for the AM and PM peak hour using the *Synchro* software and the methods of the *Highway Capacity Manual (HCM)*. The turning movement count data and the existing AM and PM peak hour Turning Movement Volumes are the are included in **Appendix D**. It should be noted that the raw turning movement counts were

adjusted to peak season volumes using a seasonal adjustment factor (1.16) obtained from the *FDOT Traffic Online* website.

Table 2: Existing Intersection Capacity Analysis

Intersection	Control	Time	EB		WB		NB		SB		Overall	
		Period	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
SR 19 & CR 44	Signal	AM	44.2	D	42.5	D	27.0	C	28.0	C	34.6	C
		PM	53.4	D	52.3	D	44.7	D	40.3	D	47.3	D
SR 19 & PMGC Rd	Stop	AM	--	--	10.1	B	0.0	A	0.1	A	--	--
		PM	--	--	12.6	B	0.0	A	0.4	A	--	--
SR 19 & CR 19A	Stop	AM	18.9	C	--	--	0.2	A	0.0	A	--	--
		PM	22.6	C	--	--	0.2	A	0.0	A	--	--
SR 19 & McKinley Rd	Stop	AM	--	--	9.9	A	0.0	A	0.1	A	--	--
		PM	--	--	12.3	B	0.0	A	0.1	A	--	--
SR 19 & Orange Ave	Stop	AM	--	--	10.2	B	0.0	A	0.1	A	--	--
		PM	--	--	12.5	B	0.0	A	0.5	A	--	--

The analysis indicates that the study intersections operate adequately during the AM and PM peak hour period. The detailed *Synchro* worksheets are included in **Appendix E**.

3.0 TRIP GENERATION

To determine the impact of this development, an analysis of its trip generation characteristics was conducted. This included a determination of the trips to be generated as well as their distribution and assignment to the surrounding roadways. The estimated project buildout is 2025.

3.1 Trip Generation

Table 3 summarizes the trip generation analysis conducted using information published by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, 11th Edition*. The calculation indicated that the proposed development would generate a total of 631 daily trips of which 47 and 61 will occur during the AM and PM peak hour, respectively. The ITE Trip Generation graphs are included as part of the *Methodology Memorandum* in **Appendix B**.

Table 3: Trip Generation

ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Enter	Exit	Total	Rate	Enter	Exit	Total
210	Single Family	60 DUs	10.51	631	0.78	12	35	47	1.02	38	23	61

Note: ITE Trip generation equation used as the R-squared value is greater than 0.7

3.2 Trip Distribution/Assignment

The *Central Florida Regional Planning Model (CFRPM)* was used to determine a trip distribution pattern for this project. A model plot showing the trip distribution pattern is provided as part of the *Methodology Memorandum* in **Appendix B**. The trip distribution pattern was assessed for reasonableness using knowledge of the traffic patterns in the area, review of existing traffic counts and engineering judgement.

Figure 2 provides the finalized trip distribution developed for this project. Using this trip distribution pattern, project trips will be assigned to the surrounding study roadway network.

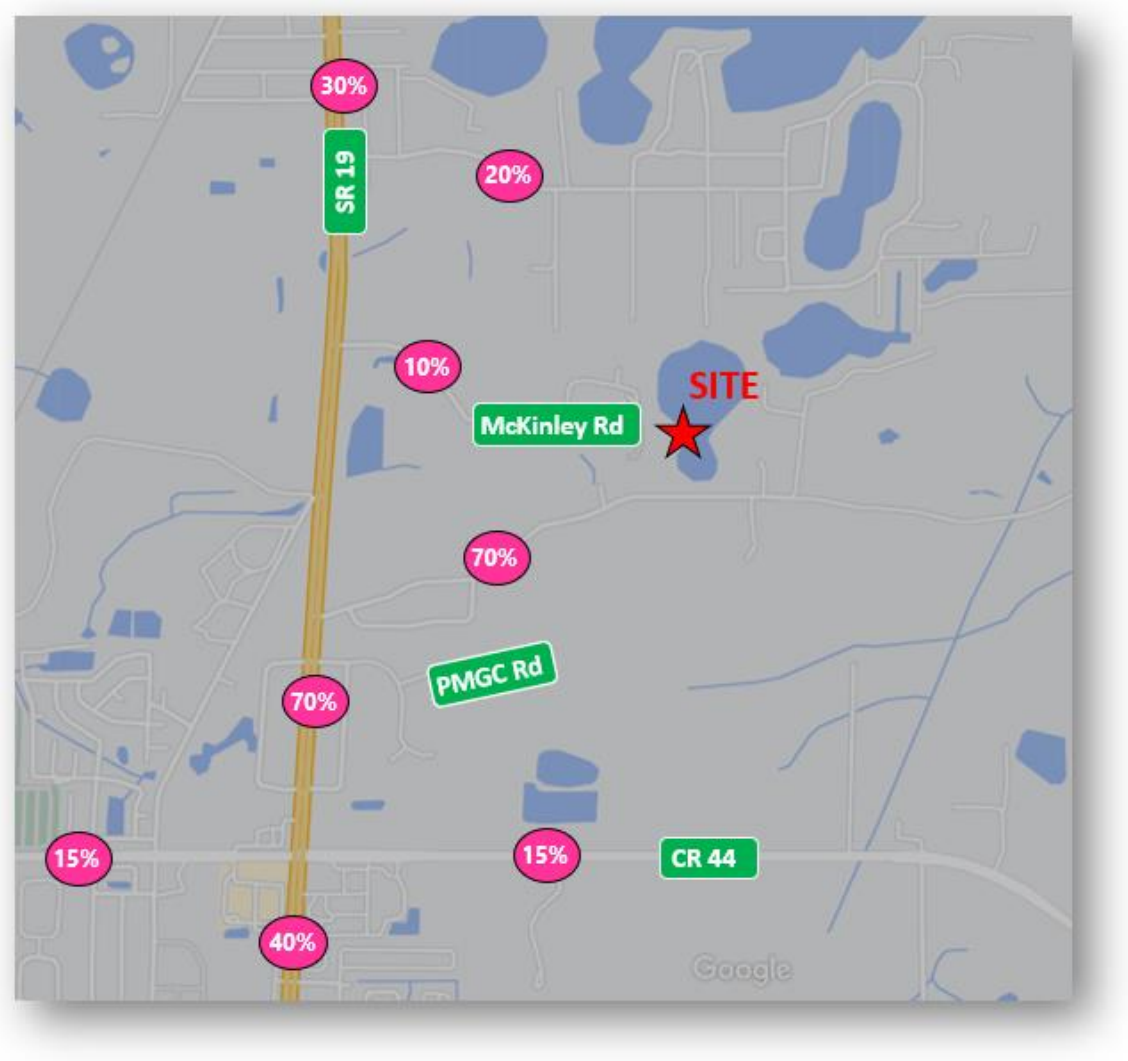


Figure 2: Trip Distribution Map

4.0 PROJECTED TRAFFIC CONDITIONS

An analysis of projected conditions was conducted to determine the proposed development's impact on the roadway segment capacities and to evaluate the operations of the study intersections. The project buildout year for the analysis is 2025.

4.1 Background Traffic Projection

Projected traffic volumes consist of background traffic combined with site generated traffic. Typically, background traffic volumes are determined by expanding existing peak hour traffic volumes to the buildout year using an annual growth rate. A historical trend analysis was conducted based on the Annual Average Daily Traffic (AADT) data obtained from the *FDOT Traffic Online* website in the vicinity of the project (see **Appendix F**). The trend analysis indicated negligible growth, therefore a nominal annual growth rate of 3% was utilized for the analysis. This growth rate was applied to the existing traffic volumes as appropriate in order to determine the projected background volumes in the project buildout year.

4.2 Roadway Segment Analysis

Table 4 summarizes the results of the projected study roadway segment capacity analysis. The Projected roadway segment conditions were analyzed by comparing the projected traffic volumes on the study segments to their respective service volumes at the adopted Level of Service (LOS) standard. The total projected traffic volume is composed of background traffic and project trips. Projected background traffic was estimated using the annual growth rate discussed in the previous section.

Table 4: Projected Roadway Segment Capacity Analysis

Seg ID	Roadway	Segment	Lanes	LOS Stnd	PH Dir Capacity	Dir	Trip Dist	Project Vol	Total Vol	LOS Stnd Met?
500	C.R. 44	CR 452 to SR 19	2	D	710	NB/EB	40%	15	792	No
						SB/WB		9	693	Yes
510	C.R. 44	SR 19 to HICKS DITCH ROAD	2	D	840	NB/EB	15%	164	643	Yes
						SB/WB		96	789	Yes
2910	SR 19	CR 450A to CR 19A	4	D	3,280	NB/EB	70%	164	1155	Yes
						SB/WB		96	715	Yes
2920	SR 19	CR 19A to CR 44	4	D	2,100	NB/EB	70%	164	1155	Yes
						SB/WB		96	715	Yes
2930	SR 19	CR 44 to CR 452	4	D	2,100	NB/EB	40%	164	894	Yes
						SB/WB		96	757	Yes

Note: Total Vol = Existing Vol x [1+(3.0% x 2 years)] + Project Vol

The analysis indicates that the study roadway segments currently operate adequately within their adopted Level of Service (LOS). The eastbound segment of CR 44 between CR 452 and SR 19 is project to continue to fail in the PM peak hour as it is an existing deficiency.

4.3 Intersection Capacity Analysis

Table 5 summarizes the results of the projected intersection capacity analysis. The projected intersection capacity and operational analysis was conducted using the *Synchro* software and the methods of the *Highway Capacity Manual (HCM)* and was performed for the AM and PM peak hours. The projected volumes for the intersection capacity and operations analysis were calculated as previously discussed. Projected background traffic was estimated using the annual growth rate as previously discussed. The projected peak hour volumes are also provided **Appendix D**.

Table 5: Projected Intersection Capacity Analysis

Intersection	Control	Time	EB		WB		NB		SB		Overall	
		Period	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
SR 19 & CR 44	Signal	AM	44.3	D	42.8	D	28.9	C	29.6	C	35.6	D
		PM	66.0	E	53.8	D	48.4	D	42.6	D	52.0	D
SR 19 & PMGC Rd	Stop	AM	--	--	10.5	B	0.0	A	0.1	A	--	--
		PM	--	--	13.3	B	0.0	A	0.4	A	--	--
SR 19 & CR 19A	Stop	AM	22.8	C	--	--	0.8	A	0.0	A	--	--
		PM	26.7	D	--	--	0.3	A	0.0	A	--	--
SR 19 & McKinley Rd	Stop	AM	--	--	10.1	B	0.0	A	0.1	A	--	--
		PM	--	--	12.7	B	0.0	A	0.2	A	--	--
SR 19 & Orange Ave	Stop	AM	--	--	10.4	B	0.0	A	0.2	A	--	--
		PM	--	--	13.0	B	0.0	A	0.6	A	--	--

Note: Planning level signal timings utilize for projected conditions

The analysis indicates that the study intersections are projected to continue to operate adequately during both the AM and PM peak hour period. The *Synchro* analysis worksheets are included in **Appendix G**.

5.0 STUDY CONCLUSIONS

This traffic analysis is being conducted to assess the impact of the proposed Pine Meadow Subdivision located north of Pine Meadows Golf Course Road, approximately 0.6 miles east of SR 19 in Eustis, Florida. The proposed project comprises 60 single family units. The analysis included a determination of project trip generation, a review of existing and projected roadway and intersection capacity and a review of access operations.

The results of the traffic analysis are summarized as follows:

- The proposed development will generate a total of 631 daily trips of which 47 and 61 will occur during the AM and PM peak hour, respectively.
- Access to the site will be provided via directional median opening connections onto SR 19 via Pine Meadows Golf Course Road, McKinley Road, and Orange Avenue.
- An analysis of the study roadway segments indicates that the study roadway segments currently operate adequately within their adopted Level of Service standard and are projected to continue to do so upon buildout of the proposed development. The eastbound segment of CR 44 between CR 452 and SR 19 is project to continue to fail in the PM peak hour as it is an existing deficiency.
- An analysis of the study intersections indicates that the study intersections currently operate adequately within their adopted Level of Service standard and are projected to continue to do so upon buildout of the proposed development.

Based on the analyses conducted, approval of the proposed project is requested from a transportation perspective since the project does not adversely impact any of the study roadway segments or intersections.

APPENDIX

Appendix A: Preliminary Concept Plan

Appendix B: Methodology Coordination



METHODOLOGY MEMORANDUM

RE: Pine Meadows Subdivision
Lake County, FL
 Traffic Impact Analysis Methodology
 09/22/2023 (Revised)
 Job # 23145

The following is a methodology outline for the Traffic Impact Analysis (TIA) for the above referenced project. In general, the TIA will conform to the methodology requirements and guidelines documented by the City of Eustis, Lake County and the Florida Department of Transportation (FDOT).

Project Description

This traffic analysis is being conducted to assess the impact of the proposed Pine Meadow subdivision located north of Pine Meadows Golf Course Road, approximately 0.6 miles east of SR 19 in Eustis, Florida. The proposed project comprises 79 single family units. **Figure 1** depicts the site location and the surrounding transportation network.

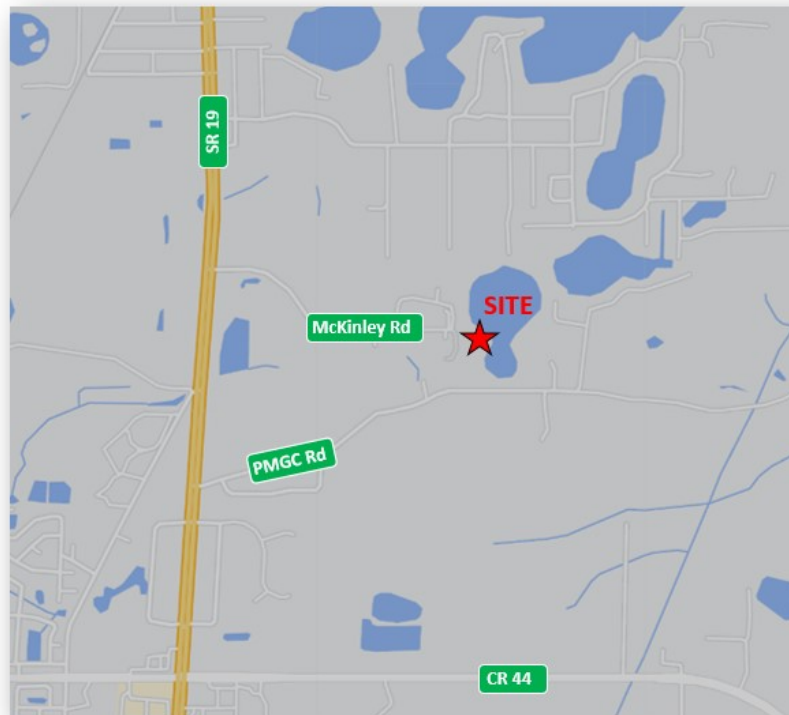


Figure 1: Project Location Map

Site Access

Access to the site will be provided via directional median opening connections onto SR 19 via Pine Meadows Golf Course Road, McKinley Road and Orange Avenue. **Attachment A** provides site information from the Lake County property appraiser website.

Trip Generation

Table 1 summarizes the trip generation analysis conducted using information published by the Institute of Transportation Engineers (ITE) in the *Trip Generation Manual, 11th Edition*. The calculation revealed that the proposed development will generate a total of 812 daily trips of which 72 and 80 trips will occur during the AM and PM peak hour. The ITE Trip Generation graphs are included for reference in **Attachment B**.

Table 1: Trip Generation

ITE Code	Land Use	Size	Daily		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	Enter	Exit	Total	Rate	Enter	Exit	Total
210	Single Family	79 DUs	10.28	812	0.91	19	53	72	1.01	50	30	80

Trip Distribution

The *Central Florida Regional Planning Model (CFRPM)* was used to determine a trip distribution pattern for this project. A model plot showing the trip distribution pattern is provided in **Attachment C**. The trip distribution pattern was assessed for reasonableness using knowledge of the traffic patterns in the area, review of existing traffic counts and engineering judgement. **Figure 2** provides the finalized trip distribution developed for this project. Using this trip distribution pattern, project trips will be assigned to the surrounding study roadway network.

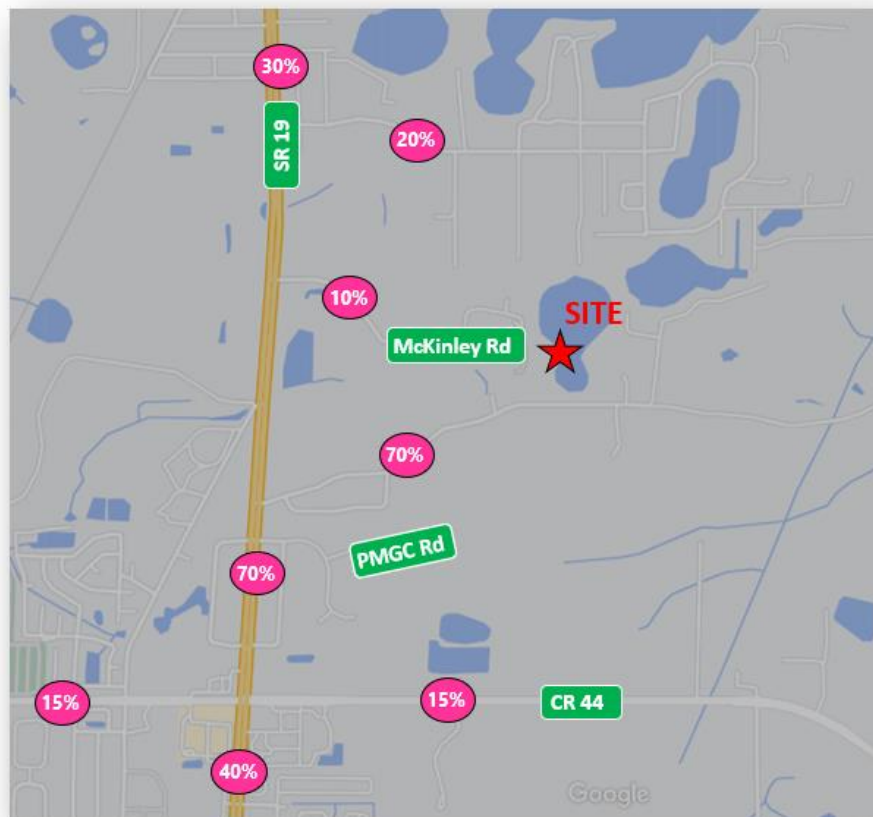


Figure 2: Trip Distribution Map

Study Area

The study facilities to be considered in the analysis are:

Study Intersections

- SR 19 and CR 44
- SR 19 and Pine Meadows Golf Course Road
- SR 19 and CR 19A
- SR 19 and McKinley Road
- SR 19 and Orange Avenue

Study Segments

- Per the Lake-Sumter Traffic Impact Study Methodology Guidelines, the study roadway segments within a one (1) mile area and having a 5% capacity utilization/significance will be studied. The anticipated study segments are as follows:
 - CR 44
 - 500: CR 452 to SR 19
 - 510: SR 19 to Hicks Road
 - SR 19
 - 2910: CR 450A to CR 19A
 - 2920: CR 19A to CR 44
 - 2930: CR 44 to CR 452

Projected Conditions Analysis

The projected conditions analysis will be conducted within the following framework:

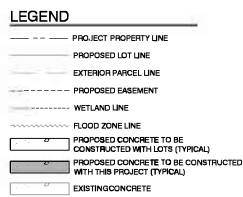
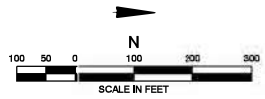
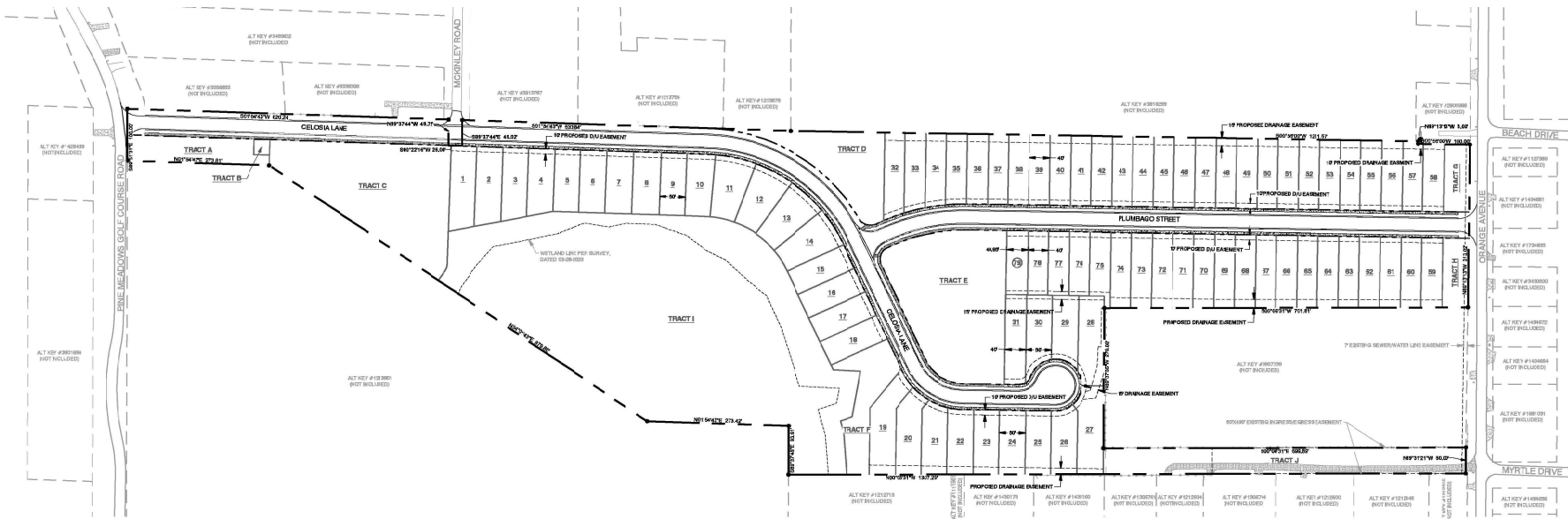
- *Counts:* Traffic counts will be obtained during the AM and PM peak period and adjusted using a peak season factor as necessary.
- *Growth Factors:* Growth factors, derived from historical traffic volume data, will be applied to existing traffic counts to develop projected/buildout background traffic volumes.
- *Analysis Periods:* Analyses will be performed for existing (2023) and projected/buildout conditions (2025).
- *Projected Conditions Traffic:* Project buildout traffic volumes will be added to the future background traffic volumes to obtain total project/buildout traffic volumes.
- *Roadway Analysis:* Roadways segments will be evaluated using the Lake County and FDOT service volume capacities, as applicable.
- *Intersection Analysis:* Intersection capacity analysis will be performed using the latest operational analysis procedures documented in the *Highway Capacity Manual* as applied using the *Synchro* software.
- *Turn Lane Analysis:* Turn Lane analysis will be performed as necessary for all the site access driveways based on FDOT requirements.

Traffic Impact Study Report

The traffic report prepared will summarize the study procedures, analyses and recommendations.

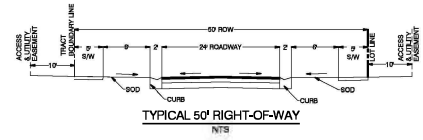
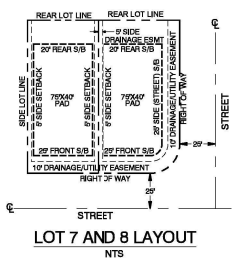
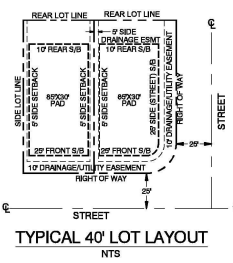
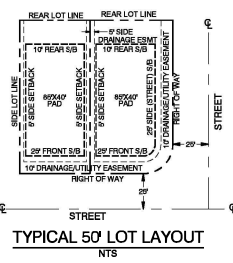
END

Attachment A
Concept Plan



NOTES

1. THE SITE CONSTRUCTION STAKEOUT SHALL BE PERFORMED UNDER THE DIRECTION OF A FLORIDA REGISTERED SURVEYOR. AUTOCAD FILES WILL BE PROVIDED TO AID IN THE SITE CONSTRUCTION STAKEOUT. ANY DISCREPANCIES FOUND BETWEEN THE AUTOCAD FILES SHALL BE BROUGHT TO THE ENGINEERS ATTENTION PRIOR TO THAT STAKEOUT.
2. PROJECT SITES SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FBC) (FEDERATION 9030).
3. UTILITY EASEMENTS TO BE DEDICATED TO THE CITY OF EUSTIS AND ELECTRICITY PROVIDER WHERE APPLICABLE.
4. DRAINAGE UTILITIES TO BE DEDICATED TO THE HOME OWNERS ASSOCIATION.
5. THE HOME OWNERS ASSOCIATION SHALL MAINTAIN ALL COMMON AREAS, FENCES AND RETENTION AREAS.
6. ALL SIDEWALKS CONSTRUCTED THROUGHOUT THE ENTIRE SITE SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE CITY OF EUSTIS LAND DEVELOPMENT REGULATIONS AND SPECIFICATIONS.
7. POND TRACTS SHALL BE DEDICATED TO THE HOME OWNERS ASSOCIATION.
8. WALLS, FENCES AND SIGNS SHALL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
9. ALL UTILITY LINES TO BE DESIGNED TO MEET THE CITY OF EUSTIS STANDARDS.
10. ALL CONSTRUCTION MATERIAL AND OTHER PROPOSED IMPROVEMENTS SHALL MEET THE APPLICABLE CODES OF THE CITY OF EUSTIS, CITY OF EUSTIS DETAILS, OR APPROVED EQUALS, AND WILL BE UTILIZED ON THE FINAL CONSTRUCTION PLANS.
11. ANY PROPOSED MECHANICAL GATES WILL REQUIRE FIRE DEPARTMENT ACCESS (CLICK CENTER) TO BE PERMITTED SEPARATELY.
12. ONLY COMMON AREAS AND SIDEWALKS ARE TO BE BUILT WITH THIS PROJECT. INDIVIDUAL LOT SIDEWALKS ARE TO BE BUILT WITH THE CONSTRUCTION OF EACH LOT.



SITE DATA

1. **SITE AREA** = 24.96 AC (1,087,106 SF)
 2. **SITE LOCATION**
 EUSTIS, FLORIDA 32728
 SECTION 08, TOWN SHIP 18 SOUTH, RANGE 28 EAST
 3. **SITE DESCRIPTION**
 ALT KEYS: 307758, 283164, 158624
 FUTURE LAND USE: SUBURBAN RESIDENTIAL (SR)
 DESIGN DISTRICT: RURAL NEIGHBORHOOD
 4. **SITE REQUIREMENTS**
 MAXIMUM DENSITY: 5 DU/AC
 MINIMUM OPEN SPACE REQUIRED: 25%
 MAXIMUM ISR: 40%
 AVERAGE WETLAND BUFFER REQUIRED: 50'
 5. **SUBDIVISION DATA**
 LOTS: 79 (SINGLE-FAMILY RESIDENTIAL)
 50' WIDE LOTS: 30
 40' WIDE LOTS: 22
 TOTAL NUMBER OF LOTS: 79
 MINIMUM LOT DIMENSIONS: 120' X 40'
 NET BUILDABLE AREA = SITE AREA - WETLAND AREA
 = 24.96 AC - 4.16 AC
 = 20.80 AC (DENSITY = 380 DU/AC < 5 DU/AC)
 OPEN SPACE REQUIRED: 5.20 AC (25.00%)
 OPEN SPACE PROVIDED: 5.57 AC (28.78%)
 R/W WIDTH: 50'
 50' BUFFER PROPOSED ALONG ORANGE AVENUE (NORTH)
 AVERAGE WETLAND BUFFER PROVIDED: 50'
 WATER DEMAND: 79 UNITS X 300 GPD/UNIT = 23,700 GPD
 SEWER DEMAND: 79 UNITS X 300 GPD/UNIT = 23,700 GPD
 TRAFFIC: 79 UNITS X 844 TRIPS/UNIT = 746 TRIPS
 SCHOOL AGE POPULATION: 79 X 0.58 = 45 CHILDREN

6. LOT SETBACKS

FRONT SETBACK = 25'
 SIDE SETBACK = 0'
 REAR SETBACK = 10'

7. UTILITY DATA

WATER: CITY OF EUSTIS
 WASTEWATER: CITY OF EUSTIS
 ELECTRICITY: SECO ENERGY

8. IMPERVIOUS DATA

50' WIDE LOTS = 2.07 AC (0.00 SF/LOT)
 40' WIDE LOTS = 2.45 AC (0.16 SF/LOT)
 ROADWAY = 2.22 AC
 SIDEWALKS = 0.57 AC
 ON-SITE IMPERVIOUS = 7.33 AC (29.78%)
 PERVIOUS = 17.63 AC (70.22%)

TRACT TABLE

TRACT	USE	OWNERSHIP	ACREAGE	% OVERALL	OPEN SPACE
N/A	SINGLE FAMILY LOTS	-	15.96 AC	43.89%	0.00 AC
N/A	RIGHT OF WAY	CITY OF EUSTIS	3.79 AC	18.20%	0.00 AC
TRACT A	MINI-PARK	H.O.A.	0.28 AC	1.18%	0.28 AC
TRACT B	LIFT STATION	H.O.A.	0.02 AC	0.08%	0.02 AC
TRACT C	STORMWATER	H.O.A.	1.28 AC	5.12%	1.28 AC
TRACT D	PLAYGROUND	H.O.A.	0.81 AC	3.28%	0.81 AC
TRACT E	STORMWATER	H.O.A.	1.28 AC	5.17%	0.77 AC
TRACT F	MINI-PARK	H.O.A.	0.33 AC	1.34%	0.33 AC
TRACT G	LANDSCAPE BUFFER	H.O.A.	0.15 AC	0.60%	0.15 AC
TRACT H	LANDSCAPE BUFFER	H.O.A.	0.18 AC	0.80%	0.18 AC
TRACT I	CONSERVATION EASEMENT	H.O.A.	5.44 AC	21.80%	1.28 AC
TRACT J	EXISTING INGRESS/EGRESS EASEMENT	H.O.A.	0.80 AC	3.22%	0.80 AC
			24.96 AC	100.00%	5.97 AC

PRELIMINARY
 NOT FOR CONSTRUCTION
 NOT FOR PERMITTING
 09-15-23
 CHRISTOPHER M. GEMMANA, P.E.
 FLORIDA PROFESSIONAL ENGINEER # 61682
 ENGINEERING FIRM REGISTRY # 29279

Attachment B
Trip Generation Information

Land Use: 210

Single-Family Detached Housing

Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077, 1078, 1079

Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 174

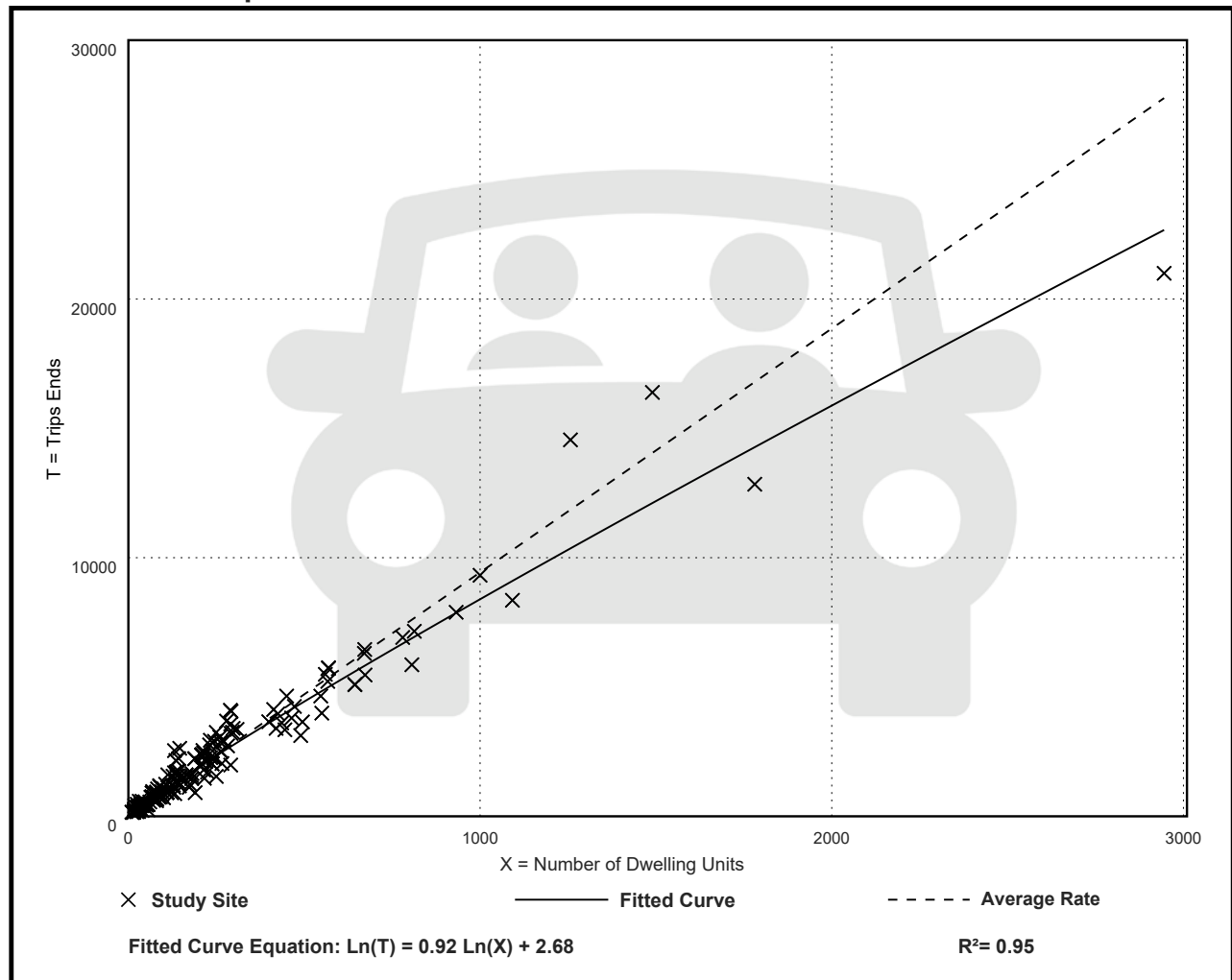
Avg. Num. of Dwelling Units: 246

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: **Weekday,**

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 192

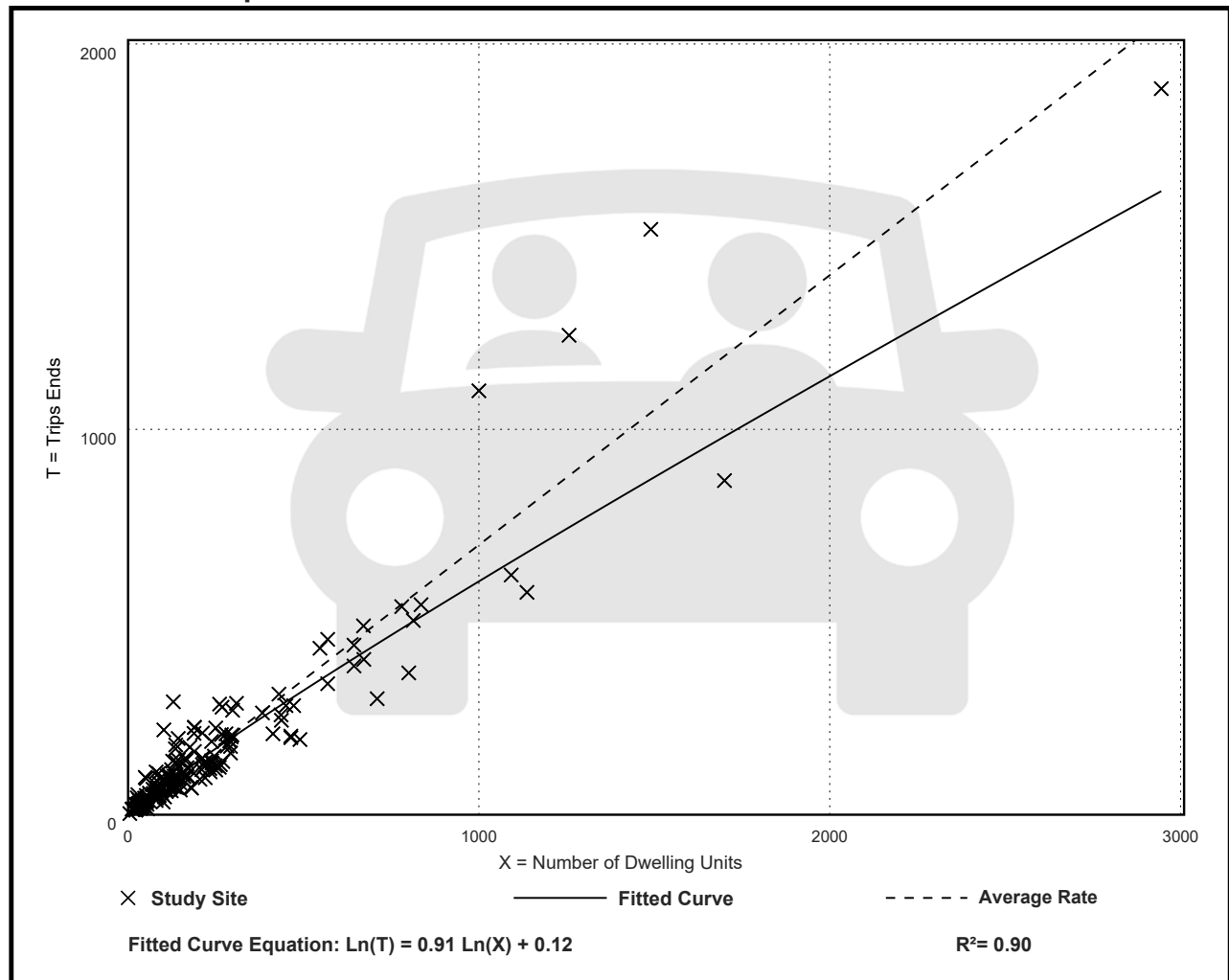
Avg. Num. of Dwelling Units: 226

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 208

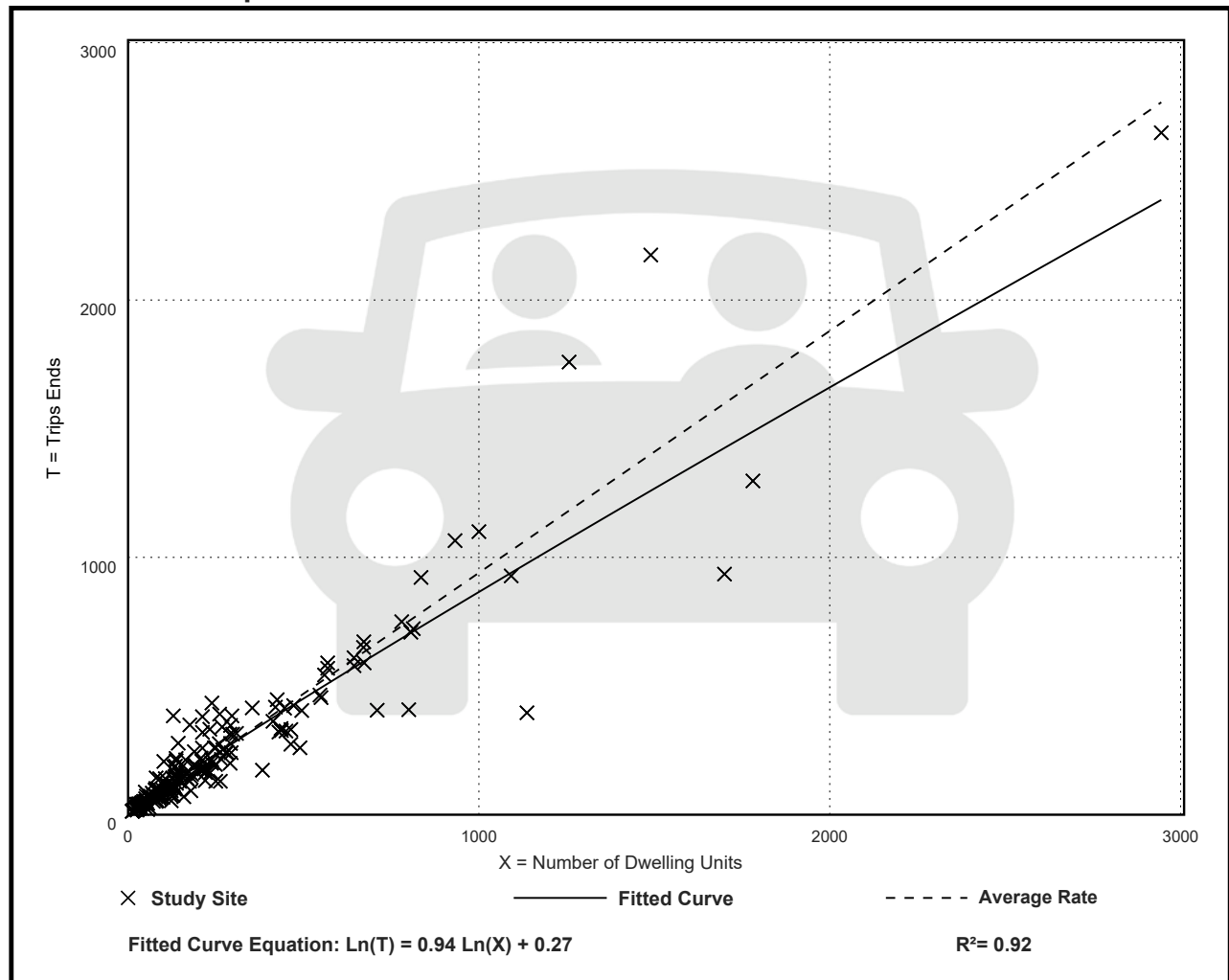
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation

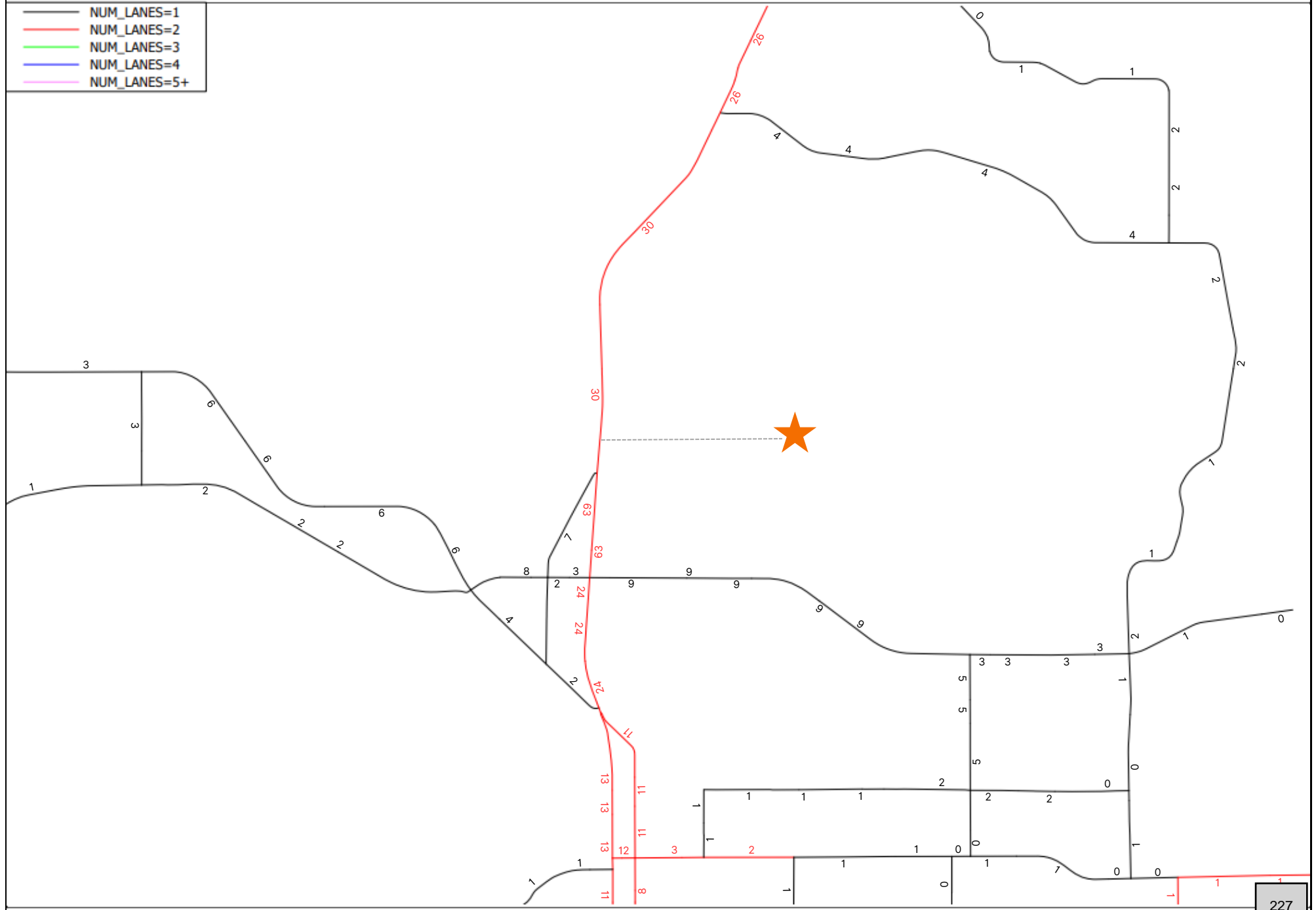


Attachment C
Model Plot

Year 2025 - CFRPM 7 Trip Distribution

Item 6.2

- NUM_LANES=1
- NUM_LANES=2
- NUM_LANES=3
- NUM_LANES=4
- NUM_LANES=5+



Appendix C: Lake County CMS

SUBMENT	COUNTY STATION	POST STATION	DATA DATE	WHEEL LIMIT	SEGMENT LENGTH	ROAD NAME	FROM	TO	LANES (DIR)	LANES SERVED	URBAN / RURAL	PAVED (UNPAVED)	MAINTAINING AGENCY	JURISDICTION	ADJUSTED SPEED STANDARD	2014 DAILY VOLUME	2015 ADJ	2016 DAILY VOL	2017 DAILY VOL	2018 DAILY VOL	2019 DAILY VOL	2020 DAILY VOL	2021 DAILY VOL	2022 DAILY VOL	2023 DAILY VOL	2024 DAILY VOL	2025 DAILY VOL	2026 DAILY VOL	2027 DAILY VOL	2028 DAILY VOL	2029 DAILY VOL	2030 DAILY VOL	2031 DAILY VOL	2032 DAILY VOL	2033 DAILY VOL	2034 DAILY VOL	2035 DAILY VOL	2036 DAILY VOL	2037 DAILY VOL	2038 DAILY VOL	2039 DAILY VOL	2040 DAILY VOL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
3000	186		County	35	0.76	THOMAS AVENUE	CR 660	CR 444	2	2	URBAN	UNPAVED	CITY OF LEBANON	CITY OF LEBANON	D	16,300	9,238	8,66	9	530	413	441	483	520	558	596	634	672	710	748	786	824	862	900	938	976	1,014	1,052	1,090	1,128	1,166	1,204	1,242	1,280	1,318	1,356	1,394	1,432	1,470	1,508	1,546	1,584	1,622	1,660	1,698	1,736	1,774	1,812	1,850	1,888	1,926	1,964	2,002	2,040	2,078	2,116	2,154	2,192	2,230	2,268	2,306	2,344	2,382	2,420	2,458	2,496	2,534	2,572	2,610	2,648	2,686	2,724	2,762	2,800	2,838	2,876	2,914	2,952	2,990	3,028	3,066	3,104	3,142	3,180	3,218	3,256	3,294	3,332	3,370	3,408	3,446	3,484	3,522	3,560	3,598	3,636	3,674	3,712	3,750	3,788	3,826	3,864	3,902	3,940	3,978	4,016	4,054	4,092	4,130	4,168	4,206	4,244	4,282	4,320	4,358	4,396	4,434	4,472	4,510	4,548	4,586	4,624	4,662	4,700	4,738	4,776	4,814	4,852	4,890	4,928	4,966	5,004	5,042	5,080	5,118	5,156	5,194	5,232	5,270	5,308	5,346	5,384	5,422	5,460	5,498	5,536	5,574	5,612	5,650	5,688	5,726	5,764	5,802	5,840	5,878	5,916	5,954	5,992	6,030	6,068	6,106	6,144	6,182	6,220	6,258	6,296	6,334	6,372	6,410	6,448	6,486	6,524	6,562	6,600	6,638	6,676	6,714	6,752	6,790	6,828	6,866	6,904	6,942	6,980	7,018	7,056	7,094	7,132	7,170	7,208	7,246	7,284	7,322	7,360	7,398	7,436	7,474	7,512	7,550	7,588	7,626	7,664	7,702	7,740	7,778	7,816	7,854	7,892	7,930	7,968	8,006	8,044	8,082	8,120	8,158	8,196	8,234	8,272	8,310	8,348	8,386	8,424	8,462	8,500	8,538	8,576	8,614	8,652	8,690	8,728	8,766	8,804	8,842	8,880	8,918	8,956	8,994	9,032	9,070	9,108	9,146	9,184	9,222	9,260	9,298	9,336	9,374	9,412	9,450	9,488	9,526	9,564	9,602	9,640	9,678	9,716	9,754	9,792	9,830	9,868	9,906	9,944	9,982	10,020	10,058	10,096	10,134	10,172	10,210	10,248	10,286	10,324	10,362	10,400	10,438	10,476	10,514	10,552	10,590	10,628	10,666	10,704	10,742	10,780	10,818	10,856	10,894	10,932	10,970	11,008	11,046	11,084	11,122	11,160	11,198	11,236	11,274	11,312	11,350	11,388	11,426	11,464	11,502	11,540	11,578	11,616	11,654	11,692	11,730	11,768	11,806	11,844	11,882	11,920	11,958	12,000	12,038	12,076	12,114	12,152	12,190	12,228	12,266	12,304	12,342	12,380	12,418	12,456	12,494	12,532	12,570	12,608	12,646	12,684	12,722	12,760	12,798	12,836	12,874	12,912	12,950	12,988	13,026	13,064	13,102	13,140	13,178	13,216	13,254	13,292	13,330	13,368	13,406	13,444	13,482	13,520	13,558	13,596	13,634	13,672	13,710	13,748	13,786	13,824	13,862	13,900	13,938	13,976	14,014	14,052	14,090	14,128	14,166	14,204	14,242	14,280	14,318	14,356	14,394	14,432	14,470	14,508	14,546	14,584	14,622	14,660	14,698	14,736	14,774	14,812	14,850	14,888	14,926	14,964	15,002	15,040	15,078	15,116	15,154	15,192	15,230	15,268	15,306	15,344	15,382	15,420	15,458	15,496	15,534	15,572	15,610	15,648	15,686	15,724	15,762	15,800	15,838	15,876	15,914	15,952	15,990	16,028	16,066	16,104	16,142	16,180	16,218	16,256	16,294	16,332	16,370	16,408	16,446	16,484	16,522	16,560	16,598	16,636	16,674	16,712	16,750	16,788	16,826	16,864	16,902	16,940	16,978	17,016	17,054	17,092	17,130	17,168	17,206	17,244	17,282	17,320	17,358	17,396	17,434	17,472	17,510	17,548	17,586	17,624	17,662	17,700	17,738	17,776	17,814	17,852	17,890	17,928	17,966	18,004	18,042	18,080	18,118	18,156	18,194	18,232	18,270	18,308	18,346	18,384	18,422	18,460	18,498	18,536	18,574	18,612	18,650	18,688	18,726	18,764	18,802	18,840	18,878	18,916	18,954	18,992	19,030	19,068	19,106	19,144	19,182	19,220	19,258	19,296	19,334	19,372	19,410	19,448	19,486	19,524	19,562	19,600	19,638	19,676	19,714	19,752	19,790	19,828	19,866	19,904	19,942	19,980	20,018	20,056	20,094	20,132	20,170	20,208	20,246	20,284	20,322	20,360	20,398	20,436	20,474	20,512	20,550	20,588	20,626	20,664	20,702	20,740	20,778	20,816	20,854	20,892	20,930	20,968	21,006	21,044	21,082	21,120	21,158	21,196	21,234	21,272	21,310	21,348	21,386	21,424	21,462	21,500	21,538	21,576	21,614	21,652	21,690	21,728	21,766	21,804	21,842	21,880	21,918	21,956	21,994	22,032	22,070	22,108	22,146	22,184	22,222	22,260	22,298	22,336	22,374	22,412	22,450	22,488	22,526	22,564	22,602	22,640	22,678	22,716	22,754	22,792	22,830	22,868	22,906	22,944	22,982	23,020	23,058	23,096	23,134	23,172	23,210	23,248	23,286	23,324	23,362	23,400	23,438	23,476	23,514	23,552	23,590	23,628	23,666	23,704	23,742	23,780	23,818	23,856	23,894	23,932	23,970	24,008	24,046	24,084	24,122	24,160	24,198	24,236	24,274	24,312	24,350	24,388	24,426	24,464	24,502	24,540	24,578	24,616	24,654	24,692	24,730	24,768	24,806	24,844	24,882	24,920	24,958	24,996	25,034	25,072	25,110	25,148	25,186	25,224	25,262	25,300	25,338	25,376	25,414	25,452	25,490	25,528	25,566	25,604	25,642	25,680	25,718	25,756	25,794	25,832	25,870	25,908	25,946	25,984	26,022	26,060	26,098	26,136	26,174	26,212	26,250	26,288	26,326	26,364	26,402	26,440	26,478	26,516	26,554	26,592	26,630	26,668	26,706	26,744	26,782	26,820	26,858	26,896	26,934	26,972	27,010	27,048	27,086	27,124	27,162	27,200	27,238	27,276	27,314	27,352	27,390	27,428	27,466	27,504	27,542	27,580	27,618	27,656	27,694	27,732	27,770	27,808	27,846	27,884	27,922	27,960	27,998	28,036	28,074	28,112	28,150	28,188	28,226	28,264	28,302	28,340	28,378	28,416	28,454	28,492	28,530	28,568	28,606	28,644	28,682	28,720	28,758	28,796	28,834	28,872	28,910	28,948	28,986	29,024	29,062	29,100	29,138	29,176	29,214	29,252	29,290	29,328	29,366	29,404	29,442	29,480	29,518	29,556	29,594	29,632	29,670	29,708	29,746	29,784	29,822	29,860	29,898	29,936	29,974	30,012	30,050	30,088	30,126	30,164	30,202	30,240	30,278	30,316	30,354	30,392	30,430	30,468	30,506	30,544	30,582	30,620	30,658	30,696	30,734	30,772	30,810	30,848	30,886	30,924	30,962	30,000	30,038	30,076	30,114	30,152	30,190	30,228	30,266	30,304	30,342	30,380	30,418	30,456	30,494	30,532	30,570	30,608	30,646	30,684	30,722	30,760	30,798	30,836	30,874	30,912	30,950	30,988	31,026	31,064	31,102	31,140	31,178	31,216	31,254	31,292	31,330	31,368	31,406	31,444	31,482	31,520	31,558	31,596	31,634	31,672	31,710	31,748	31,786	31,824	31,862	31,900	31,938	31,976	32,014	32,052	32,090	32,128	32,166	32,204	32,242	32,280	32,318	32,356	32,394	32,432	32,470	32,508	32,546	32,584	32,622	32,660	32,698	32,736	32,774	32,812	32,850	32,888	32,926	32,964	33,002	33,040	33,078	33,116	33,154	33,192	33,230	33,268	33,306	33,344	33,382	33,420	33,458	33,496	33,534	33,572	33,610	33,648	33,686	33,724	33,762	33,800	33,838	33,876	33,914	33,952	33,990	34,028	34,066	34,104	34,142	34,180	34,218	34,256	34,294	34,332	34,370	34,408	34,446	34,484	34,522	34,560	34,598	34,636	34,674	34,712	34,750	34,788	34,826	34,864	34,902	34,940	34,978	35,016	35,054	35,092	35,130	35,168	35,206	35,244	35,282	35,320	35,358	35,396	35,434	35,472	35,510	35,548	35,586	35,624	35,662	35,700	35,738	35,776	35,814	35,852	35,890	35,928	35,966	36,004	36,042	36,080	36,118	36,156	36,194	36,232	36,270	36,308	36,346	36,384	36,422	36,460	36,498	36,536	36,574	36,612	36,650	36,688	36,726	36,764	36,802	36,840	36,878	36,916	36,954	36,992</

Appendix D: Traffic Volumes

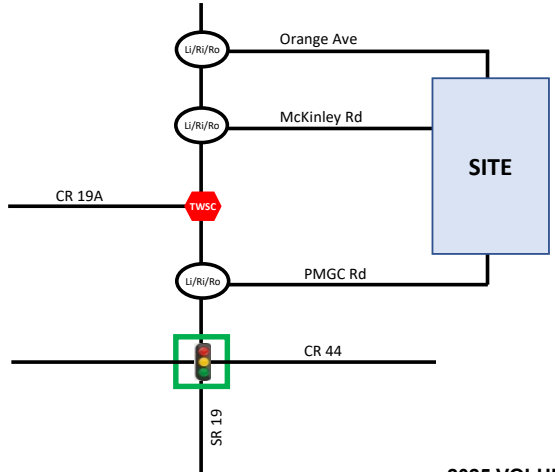
INTERSECTION TRAFFIC VOLUMES



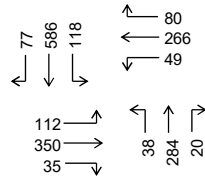
Intx 1: SR 19 & CR 44
AM Peak Hour

- Subject Intersection

*Background + <Pass-By Vol> + (Project Vol) = Total Volume

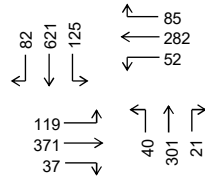


2023 VOLUMES



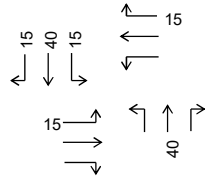
*SF applied = 1.06

2025 VOLUMES

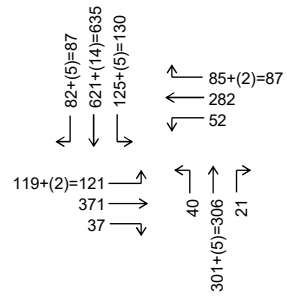


*Growth rate applied = 1.06

TRIP DISTRIBUTION %



PROJECTED VOLUMES



Note: +/- errors due to rounding

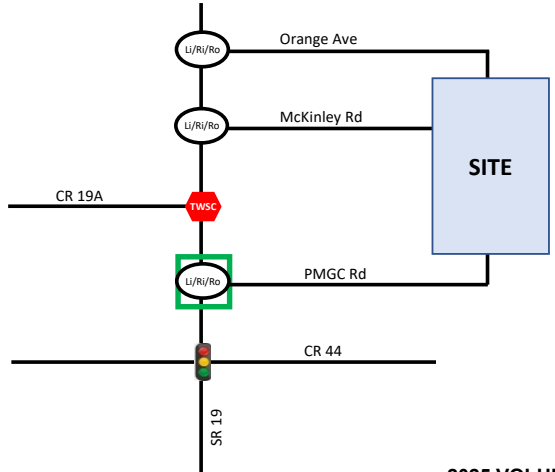
INTERSECTION TRAFFIC VOLUMES

Intx 2: SR 19 & PMGC Rd
AM Peak Hour

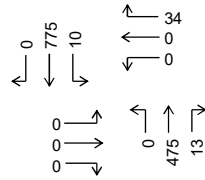


- Subject Intersection

*Background + <Pass-By Vol> + (Project Vol) = Total Volume

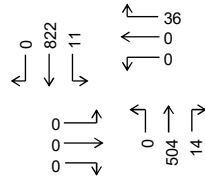


2023 VOLUMES



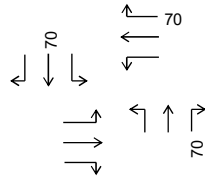
*SF applied = 1.06

2025 VOLUMES

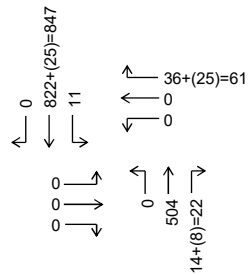


*Growth rate applied = 1.06

TRIP DISTRIBUTION %



PROJECTED VOLUMES



Note: +/- errors due to rounding

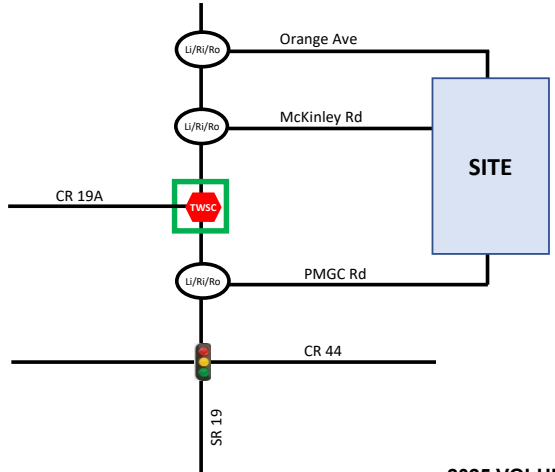
INTERSECTION TRAFFIC VOLUMES

Intx 3: SR 19 & CR 19A
AM Peak Hour

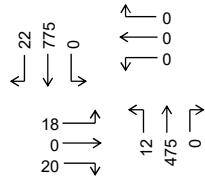


- Subject Intersection

*Background + <Pass-By Vol> + (Project Vol) = Total Volume

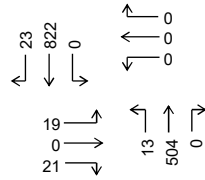


2023 VOLUMES



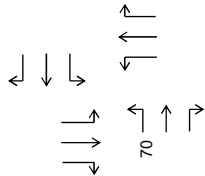
*SF applied = 1.06

2025 VOLUMES

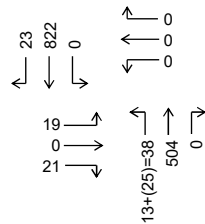


*Growth rate applied = 1.06

TRIP DISTRIBUTION %



PROJECTED VOLUMES



Note: +/- errors due to rounding

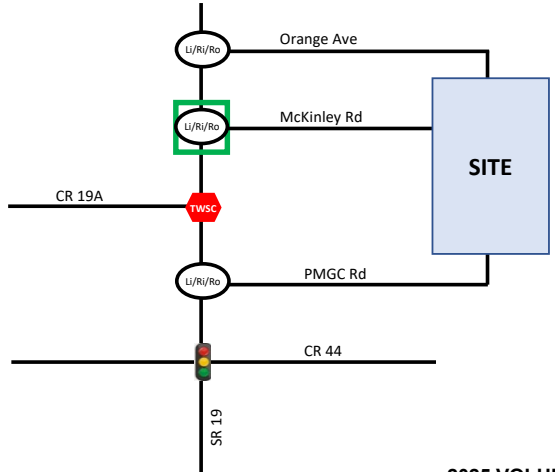
INTERSECTION TRAFFIC VOLUMES

Intx 4: SR 19 & McKinley Rd
AM Peak Hour

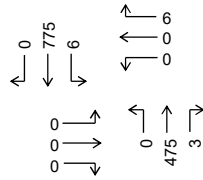


- Subject Intersection

*Background + <Pass-By Vol> + (Project Vol) = Total Volume

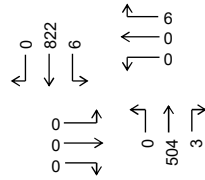


2023 VOLUMES



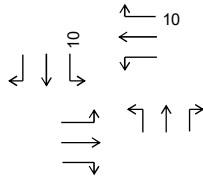
*SF applied = 1.06

2025 VOLUMES

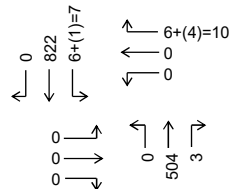


*Growth rate applied = 1.06

TRIP DISTRIBUTION %



PROJECTED VOLUMES



Note: +/- errors due to rounding

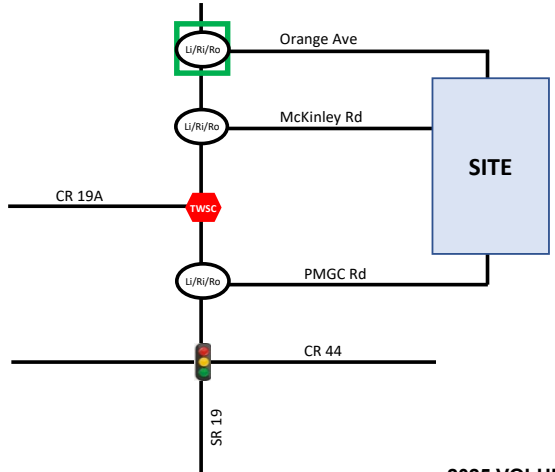
INTERSECTION TRAFFIC VOLUMES

Intx 5: SR 19 & Orange Ave
AM Peak Hour

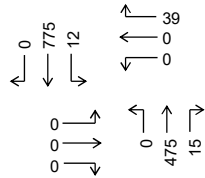


- Subject Intersection

*Background + <Pass-By Vol> + (Project Vol) = Total Volume

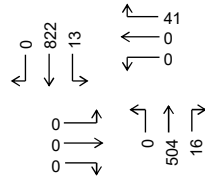


2023 VOLUMES



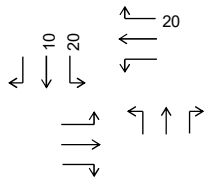
*SF applied = 1.06

2025 VOLUMES

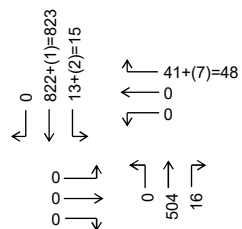


*Growth rate applied = 1.06

TRIP DISTRIBUTION %



PROJECTED VOLUMES



Note: +/- errors due to rounding

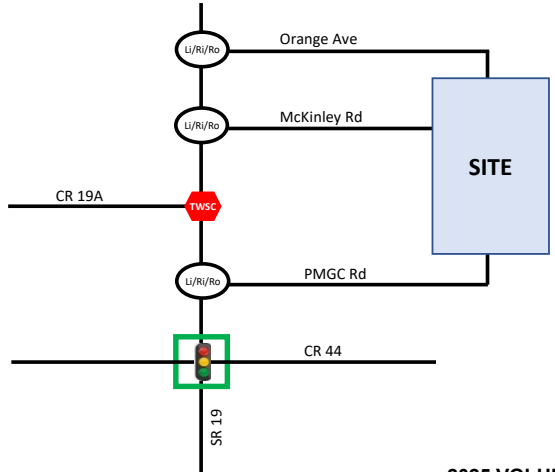
INTERSECTION TRAFFIC VOLUMES

Intx 1: SR 19 & CR 44
PM Peak Hour

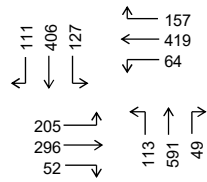


- Subject Intersection

*Background + <Pass-By Vol> + (Project Vol) = Total Volume

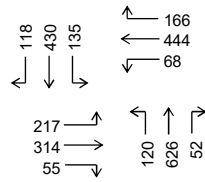


2023 VOLUMES



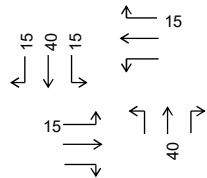
*SF applied = 1.06

2025 VOLUMES

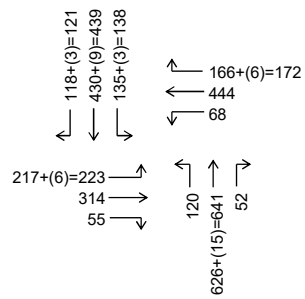


*Growth rate applied = 1.06

TRIP DISTRIBUTION %



PROJECTED VOLUMES



Note: +/- errors due to rounding

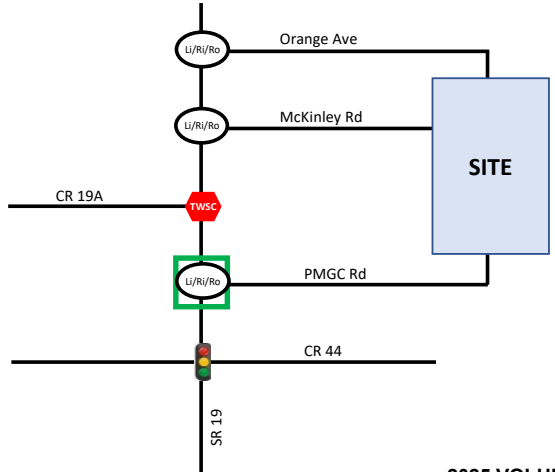
INTERSECTION TRAFFIC VOLUMES

Intx 2: SR 19 & PMGC Rd
PM Peak Hour

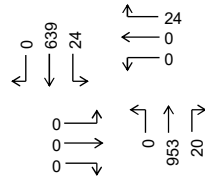


- Subject Intersection

*Background + <Pass-By Vol> + (Project Vol) = Total Volume

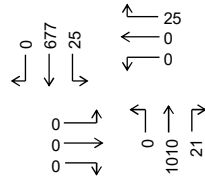


2023 VOLUMES



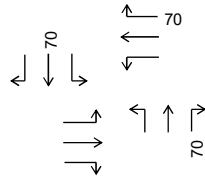
*SF applied = 1.06

2025 VOLUMES

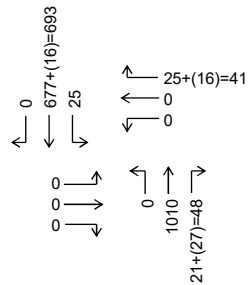


*Growth rate applied = 1.06

TRIP DISTRIBUTION %



PROJECTED VOLUMES



Note: +/- errors due to rounding

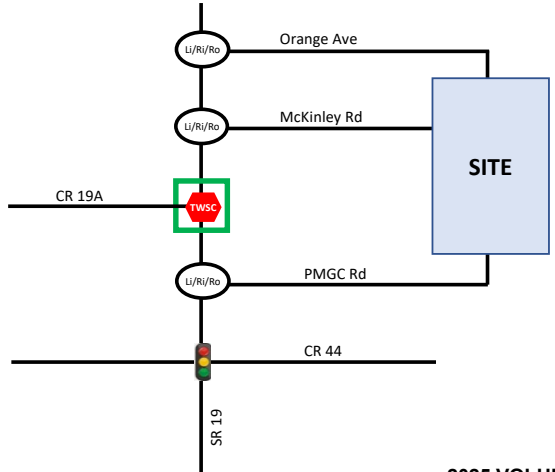
INTERSECTION TRAFFIC VOLUMES

Intx 3: SR 19 & CR 19A
PM Peak Hour

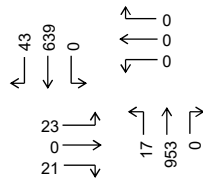


- Subject Intersection

*Background + <Pass-By Vol> + (Project Vol) = Total Volume

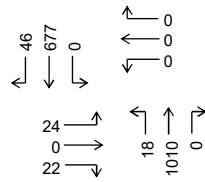


2023 VOLUMES



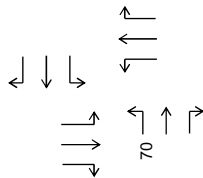
*SF applied = 1.06

2025 VOLUMES

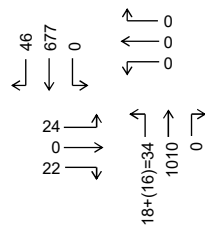


*Growth rate applied = 1.06

TRIP DISTRIBUTION %



PROJECTED VOLUMES



Note: +/- errors due to rounding

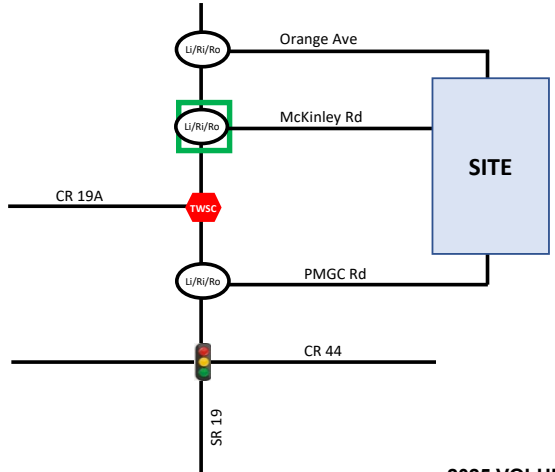
INTERSECTION TRAFFIC VOLUMES

Intx 4: SR 19 & McKinley Rd
PM Peak Hour

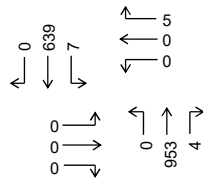


- Subject Intersection

*Background + <Pass-By Vol> + (Project Vol) = Total Volume

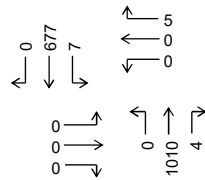


2023 VOLUMES



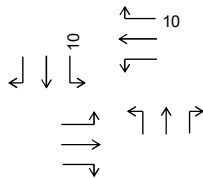
*SF applied = 1.06

2025 VOLUMES

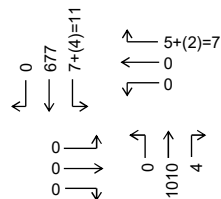


*Growth rate applied = 1.06

TRIP DISTRIBUTION %



PROJECTED VOLUMES



Note: +/- errors due to rounding

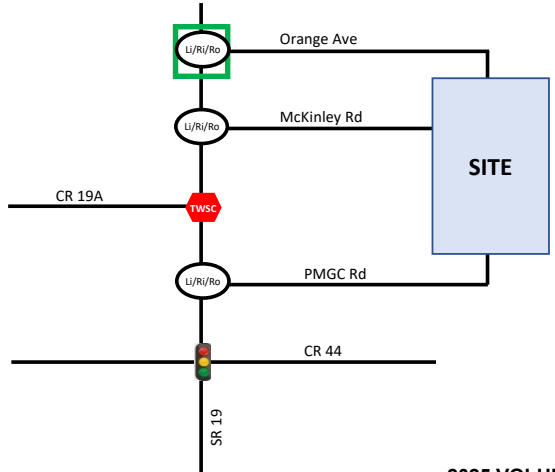
INTERSECTION TRAFFIC VOLUMES

Intx 5: SR 19 & Orange Ave
PM Peak Hour

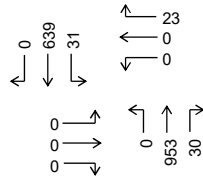


- Subject Intersection

*Background + <Pass-By Vol> + (Project Vol) = Total Volume

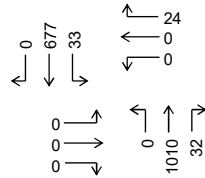


2023 VOLUMES



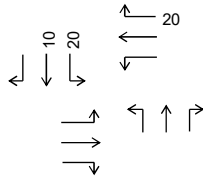
*SF applied = 1.06

2025 VOLUMES

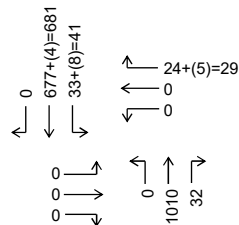


*Growth rate applied = 1.06

TRIP DISTRIBUTION %



PROJECTED VOLUMES



Note: +/- errors due to rounding

15 MINUTE TURNING MOVEMENT COUNTS
(Cars and Trucks)

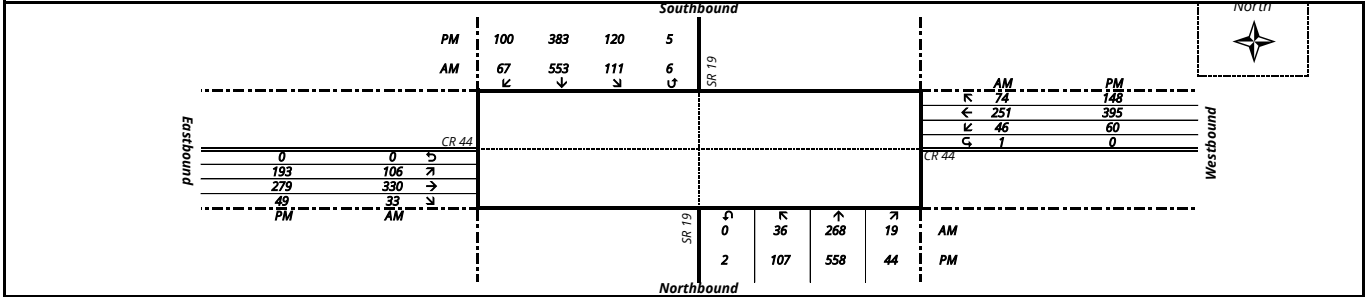
DATE: July 6, 2023 (Thursday)
LOCATION: SR 19 & CR 44

CITY: Eustis LATITUDE: 0
COUNTY: Lake LONGITUDE: 0

TIME BEGIN	SR 19 NORTHBOUND					SR 19 SOUTHBOUND					N/S TOTAL	CR 44 EASTBOUND				CR 44 WESTBOUND				E/W TOTAL	GRAND TOTAL		
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		L	T	R	U-turn	TOTAL	L	T	R			U-turn	TOTAL
07:00 AM	7	53	8	0	68	34	123	14	3	174	242	12	77	4	0	93	14	54	12	0	80	173	415
07:15 AM	7	46	5	0	58	25	135	24	1	185	243	26	95	6	0	127	7	46	15	0	68	195	438
07:30 AM	9	71	3	0	83	31	136	10	2	179	262	22	74	11	0	107	7	70	18	0	95	202	464
07:45 AM	14	84	6	0	104	26	125	16	2	169	273	34	83	9	0	126	14	72	27	1	114	240	513
TOTAL	37	254	22	0	313	116	519	64	8	707	1,020	94	329	30	0	453	42	242	72	1	357	810	1,830
08:00 AM	6	67	5	0	78	29	157	17	1	204	282	24	78	7	0	109	18	63	14	0	95	204	486
08:15 AM	8	58	6	0	72	17	107	13	2	139	211	25	55	12	0	92	13	67	10	0	90	182	393
08:30 AM	13	69	3	0	85	35	126	11	2	174	259	25	72	10	0	107	12	64	16	0	92	199	458
08:45 AM	19	71	11	0	101	28	93	8	0	129	230	29	71	17	0	117	14	57	16	0	87	204	434
TOTAL	46	265	25	0	336	109	483	49	5	646	982	103	276	46	0	425	57	251	56	0	364	789	1,771
04:00 PM	21	149	10	0	180	32	79	19	0	130	310	43	71	8	0	122	12	95	30	0	137	259	569
04:15 PM	20	148	13	1	182	26	91	25	1	143	325	57	71	19	0	147	15	88	42	0	145	292	617
04:30 PM	29	127	7	0	163	32	101	29	2	164	327	40	57	9	0	106	18	117	32	0	167	273	600
04:45 PM	21	141	13	0	175	28	90	23	1	142	317	51	84	15	0	150	15	92	42	0	149	299	616
TOTAL	91	565	43	1	700	118	361	96	4	579	1,279	191	283	51	0	525	60	392	146	0	598	1,123	2,402
05:00 PM	37	142	11	1	191	34	101	23	1	159	350	45	67	6	0	118	12	98	32	0	142	260	610
05:15 PM	19	147	13	0	179	26	81	12	4	123	302	72	83	9	0	164	12	105	27	0	144	308	610
05:30 PM	23	155	11	0	189	29	93	17	5	144	333	33	68	5	0	106	12	114	29	1	156	262	595
05:45 PM	13	124	6	0	143	22	79	19	5	125	268	57	96	5	0	158	15	79	30	0	124	282	550
TOTAL	92	568	41	1	702	111	354	71	15	551	1,253	207	314	25	0	546	51	396	118	1	566	1,112	2,365

AM Peak 07:15 AM to 08:15 AM	36	268	19	0	323	111	553	67	6	737	1,060	106	330	33	0	469	46	251	74	1	372	841	1,901	Peak Hour Factor: 0.926
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PM Peak 04:15 PM to 05:15 PM	107	558	44	2	711	120	383	100	5	608	1,319	193	279	49	0	521	60	395	148	0	603	1,124	2,443	Peak Hour Factor: 0.990
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15 MINUTE TURNING MOVEMENT COUNTS
(Cars and Trucks)

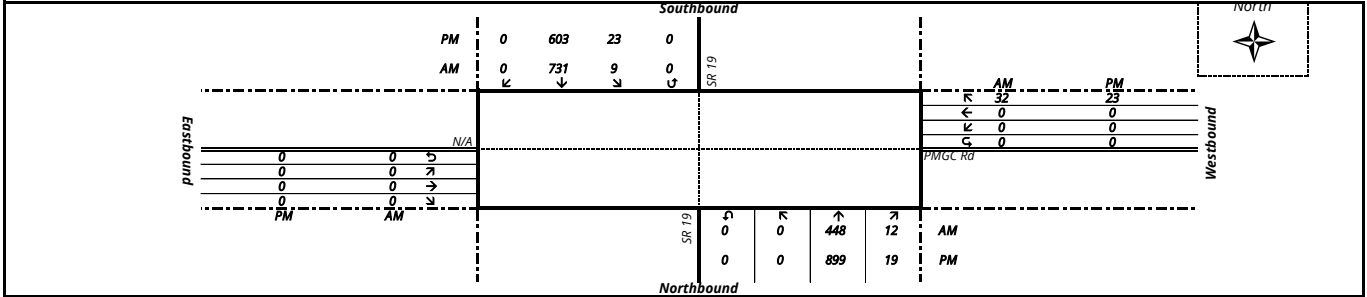
DATE: July 6, 2023 (Thursday)
LOCATION: SR 19 & PMGC Rd

CITY: Eustis LATITUDE: 0
COUNTY: Lake LONGITUDE: 0

TIME BEGIN	SR 19 NORTHBOUND					SR 19 SOUTHBOUND					N/S TOTAL	N/A EASTBOUND					PMGC Rd WESTBOUND					E/W TOTAL	GRAND TOTAL
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		
07:00 AM	0	77	3	0	80	1	171	0	0	172	252	0	0	0	0	0	0	0	6	0	6	6	258
07:15 AM	0	87	2	0	89	3	184	0	0	187	276	0	0	0	0	0	0	8	0	8	8	284	
07:30 AM	0	111	2	0	113	2	177	0	0	179	292	0	0	0	0	0	0	7	0	7	7	299	
07:45 AM	0	145	4	0	149	3	167	0	0	170	319	0	0	0	0	0	0	8	0	8	8	327	
TOTAL	0	420	11	0	431	9	699	0	0	708	1,139	0	0	0	0	0	0	29	0	29	29	1,168	
08:00 AM	0	105	4	0	109	1	203	0	0	204	313	0	0	0	0	0	0	9	0	9	9	322	
08:15 AM	0	93	3	0	96	3	137	0	0	140	236	0	0	0	0	0	0	10	0	10	10	246	
08:30 AM	0	110	5	0	115	2	172	0	0	174	289	0	0	0	0	0	0	13	0	13	13	302	
08:45 AM	0	116	3	0	119	2	129	0	0	131	250	0	0	0	0	0	0	11	0	11	11	261	
TOTAL	0	424	15	0	439	8	641	0	0	649	1,088	0	0	0	0	0	0	43	0	43	43	1,131	
04:00 PM	0	222	3	0	225	5	130	0	0	135	360	0	0	0	0	0	0	7	0	7	7	367	
04:15 PM	0	247	2	0	249	4	142	0	0	146	395	0	0	0	0	0	0	5	0	5	5	400	
04:30 PM	0	199	4	0	203	6	162	0	0	168	371	0	0	0	0	0	0	4	0	4	4	375	
04:45 PM	0	234	6	0	240	7	141	0	0	148	388	0	0	0	0	0	0	6	0	6	6	394	
TOTAL	0	902	15	0	917	22	575	0	0	597	1,514	0	0	0	0	0	0	22	0	22	22	1,536	
05:00 PM	0	219	7	0	226	6	158	0	0	164	390	0	0	0	0	0	0	8	0	8	8	398	
05:15 PM	0	246	6	0	252	4	119	0	0	123	375	0	0	0	0	0	0	9	0	9	9	384	
05:30 PM	0	217	5	0	222	3	139	0	0	142	364	0	0	0	0	0	0	7	0	7	7	371	
05:45 PM	0	211	4	0	215	4	120	0	0	124	339	0	0	0	0	0	0	10	0	10	10	349	
TOTAL	0	893	22	0	915	17	536	0	0	553	1,468	0	0	0	0	0	0	34	0	34	34	1,502	

AM Peak 07:15 AM to 08:15 AM	0	448	12	0	460	9	731	0	0	740	1,200	0	0	0	0	0	0	32	0	32	32	1,232	Peak Hour Factor: 0.942
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PM Peak 04:15 PM to 05:15 PM	0	899	19	0	918	23	603	0	0	626	1,544	0	0	0	0	0	0	23	0	23	23	1,567	Peak Hour Factor: 0.979
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15 MINUTE TURNING MOVEMENT COUNTS
(Cars and Trucks)

DATE: July 6, 2023 (Thursday)
LOCATION: SR 19 & CR 19A

CITY: Eustis LATITUDE: 0
COUNTY: Lake LONGITUDE: 0

TIME BEGIN	SR 19 NORTHBOUND					SR 19 SOUTHBOUND					N/S TOTAL	CR 19A EASTBOUND					N/A WESTBOUND					E/W TOTAL	GRAND TOTAL
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		
07:00 AM	5	77	0	0	82	0	171	0	0	171	253	4	0	3	0	7	0	0	0	0	0	7	260
07:15 AM	2	87	0	0	89	0	184	4	0	188	277	3	0	4	0	7	0	0	0	0	0	7	284
07:30 AM	4	111	0	0	115	0	177	5	0	182	297	6	0	5	0	11	0	0	0	0	0	11	308
07:45 AM	2	145	0	0	147	0	167	8	0	175	322	5	0	7	0	12	0	0	0	0	0	12	334
TOTAL	13	420	0	0	433	0	699	17	0	716	1,149	18	0	19	0	37	0	0	0	0	0	37	1,186

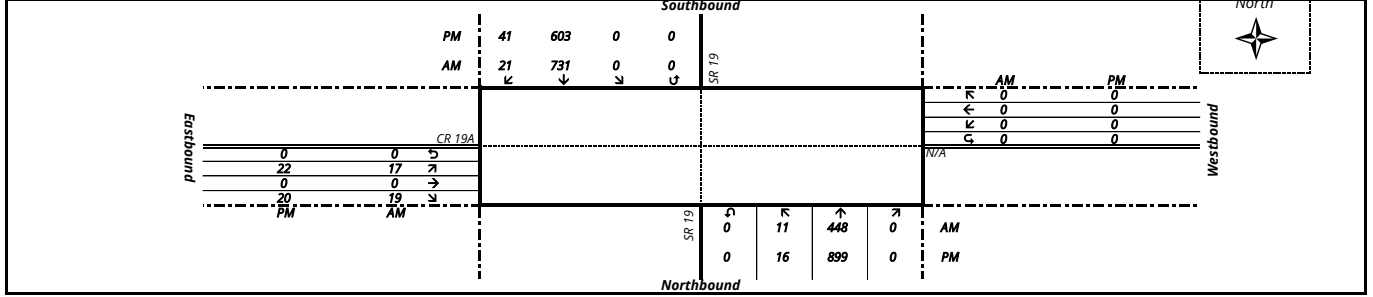
08:00 AM	3	105	0	0	108	0	203	4	0	207	315	3	0	3	0	6	0	0	0	0	0	6	321
08:15 AM	6	93	0	0	99	0	137	8	0	145	244	7	0	4	0	11	0	0	0	0	0	11	255
08:30 AM	0	110	0	0	110	0	172	4	0	176	286	5	0	6	0	11	0	0	0	0	0	11	297
08:45 AM	7	116	0	0	123	0	129	6	0	135	258	6	0	5	0	11	0	0	0	0	0	11	269
TOTAL	16	424	0	0	440	0	641	22	0	663	1,103	21	0	18	0	39	0	0	0	0	0	39	1,142

04:00 PM	2	222	0	0	224	0	130	8	0	138	362	6	0	4	0	10	0	0	0	0	0	10	372
04:15 PM	5	247	0	0	252	0	142	10	0	152	404	6	0	5	0	11	0	0	0	0	0	11	415
04:30 PM	6	199	0	0	205	0	162	13	0	175	380	8	0	7	0	15	0	0	0	0	0	15	395
04:45 PM	2	234	0	0	236	0	141	10	0	151	387	4	0	5	0	9	0	0	0	0	0	9	396
TOTAL	15	902	0	0	917	0	575	41	0	616	1,533	24	0	21	0	45	0	0	0	0	0	45	1,578

05:00 PM	3	219	0	0	222	0	158	8	0	166	388	4	0	3	0	7	0	0	0	0	0	7	395
05:15 PM	10	246	0	0	256	0	119	9	0	128	384	5	0	6	0	11	0	0	0	0	0	11	395
05:30 PM	7	217	0	0	224	0	139	5	0	144	368	7	0	8	0	15	0	0	0	0	0	15	383
05:45 PM	8	211	0	0	219	0	120	7	0	127	346	4	0	4	0	8	0	0	0	0	0	8	354
TOTAL	28	893	0	0	921	0	536	29	0	565	1,486	20	0	21	0	41	0	0	0	0	0	41	1,527

AM Peak 07:15 AM to 08:15 AM	11	448	0	0	459	0	731	21	0	752	1,211	17	0	19	0	36	0	0	0	0	0	36	1,247	Peak Hour Factor: 0.933
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PM Peak 04:15 PM to 05:15 PM	16	899	0	0	915	0	603	41	0	644	1,559	22	0	20	0	42	0	0	0	0	0	42	1,601	Peak Hour Factor: 0.964
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15 MINUTE TURNING MOVEMENT COUNTS
(Cars and Trucks)

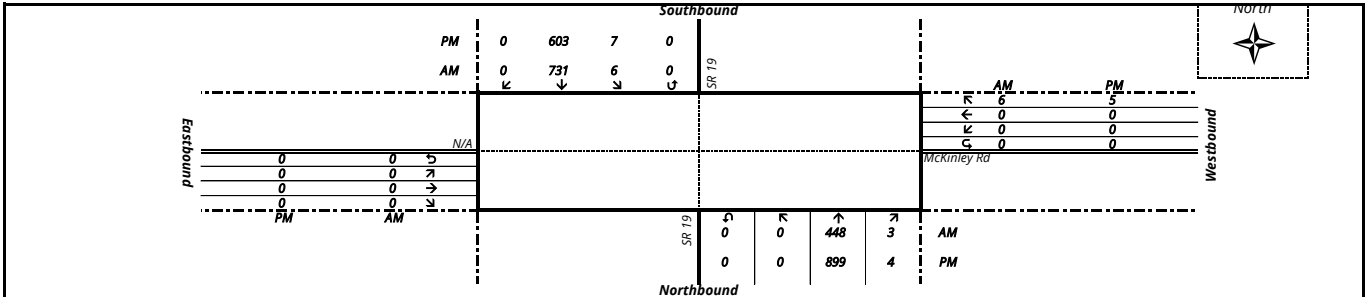
DATE: July 6, 2023 (Thursday)
LOCATION: SR 19 & McKinley Rd

CITY: Eustis LATITUDE: 0
COUNTY: Lake LONGITUDE: 0

TIME BEGIN	SR 19 NORTHBOUND					SR 19 SOUTHBOUND					N/S TOTAL	N/A EASTBOUND					McKinley Rd WESTBOUND					E/W TOTAL	GRAND TOTAL
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		
07:00 AM	0	77	0	0	77	0	171	0	0	171	248	0	0	0	0	0	0	0	1	0	1	1	249
07:15 AM	0	87	1	0	88	1	184	0	0	185	273	0	0	0	0	0	0	1	0	1	1	274	
07:30 AM	0	111	0	0	111	2	177	0	0	179	290	0	0	0	0	0	0	2	0	2	2	292	
07:45 AM	0	145	2	0	147	1	167	0	0	168	315	0	0	0	0	0	0	2	0	2	2	317	
TOTAL	0	420	3	0	423	4	699	0	0	703	1,126	0	0	0	0	0	0	6	0	6	6	1,132	
08:00 AM	0	105	0	0	105	2	203	0	0	205	310	0	0	0	0	0	0	1	0	1	1	311	
08:15 AM	0	93	1	0	94	1	137	0	0	138	232	0	0	0	0	0	0	2	0	2	2	234	
08:30 AM	0	110	1	0	111	2	172	0	0	174	285	0	0	0	0	0	0	2	0	2	2	287	
08:45 AM	0	116	0	0	116	1	129	0	0	130	246	0	0	0	0	0	0	3	0	3	3	249	
TOTAL	0	424	2	0	426	6	641	0	0	647	1,073	0	0	0	0	0	0	8	0	8	8	1,081	
04:00 PM	0	222	2	0	224	1	130	0	0	131	355	0	0	0	0	0	0	4	0	4	4	359	
04:15 PM	0	247	2	0	249	2	142	0	0	144	393	0	0	0	0	0	0	1	0	1	1	394	
04:30 PM	0	199	0	0	199	2	162	0	0	164	363	0	0	0	0	0	0	1	0	1	1	364	
04:45 PM	0	234	1	0	235	1	141	0	0	142	377	0	0	0	0	0	0	0	0	0	0	377	
TOTAL	0	902	5	0	907	6	575	0	0	581	1,488	0	0	0	0	0	0	6	0	6	6	1,494	
05:00 PM	0	219	1	0	220	2	158	0	0	160	380	0	0	0	0	0	0	3	0	3	3	383	
05:15 PM	0	246	1	0	247	1	119	0	0	120	367	0	0	0	0	0	0	1	0	1	1	368	
05:30 PM	0	217	1	0	218	2	139	0	0	141	359	0	0	0	0	0	0	2	0	2	2	361	
05:45 PM	0	211	3	0	214	3	120	0	0	123	337	0	0	0	0	0	0	2	0	2	2	339	
TOTAL	0	893	6	0	899	8	536	0	0	544	1,443	0	0	0	0	0	0	8	0	8	8	1,451	

AM Peak 07:15 AM to 08:15 AM	0	448	3	0	451	6	731	0	0	737	1,188	0	0	0	0	0	0	6	0	6	6	1,194	Peak Hour Factor: 0.942
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PM Peak 04:15 PM to 05:15 PM	0	899	4	0	903	7	603	0	0	610	1,513	0	0	0	0	0	0	5	0	5	5	1,518	Peak Hour Factor: 0.963
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15 MINUTE TURNING MOVEMENT COUNTS
(Cars and Trucks)

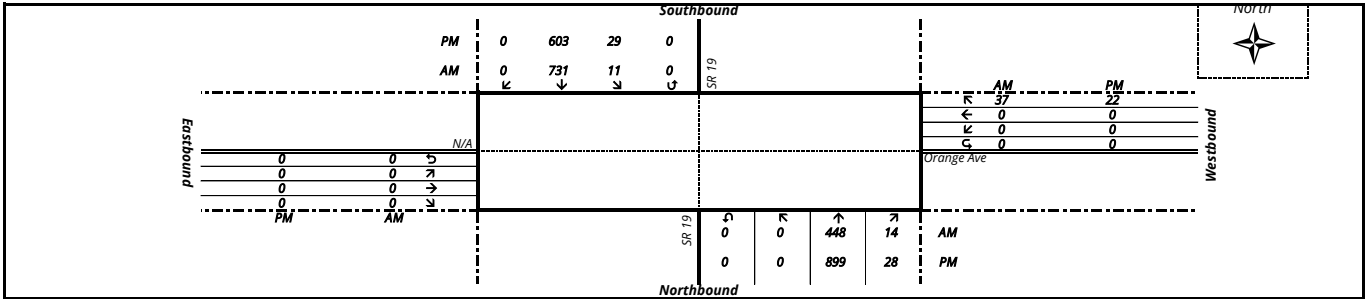
DATE: July 6, 2023 (Thursday)
LOCATION: SR 19 & Orange Ave

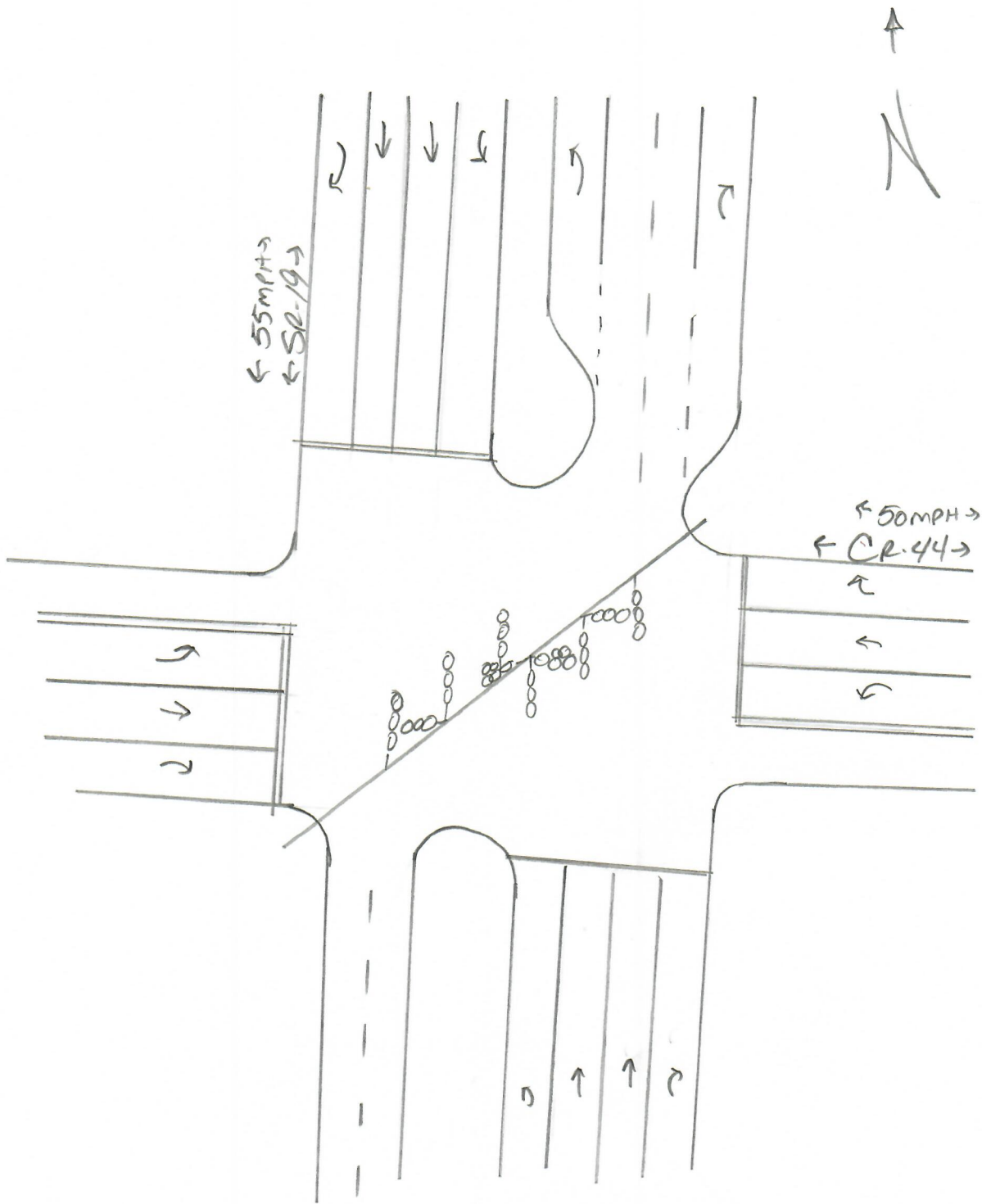
CITY: Eustis LATITUDE: 0
COUNTY: Lake LONGITUDE: 0

TIME BEGIN	SR 19 NORTHBOUND					SR 19 SOUTHBOUND					N/S TOTAL	N/A EASTBOUND					Orange Ave WESTBOUND					E/W TOTAL	GRAND TOTAL
	L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		L	T	R	U-turn	TOTAL	L	T	R	U-turn	TOTAL		
07:00 AM	0	77	3	0	80	3	171	0	0	174	254	0	0	0	0	0	0	0	8	0	8	8	262
07:15 AM	0	87	2	0	89	2	184	0	0	186	275	0	0	0	0	0	0	7	0	7	7	282	
07:30 AM	0	111	4	0	115	4	177	0	0	181	296	0	0	0	0	0	0	10	0	10	10	306	
07:45 AM	0	145	5	0	150	2	167	0	0	169	319	0	0	0	0	0	0	9	0	9	9	328	
TOTAL	0	420	14	0	434	11	699	0	0	710	1,144	0	0	0	0	0	0	34	0	34	34	1,178	
08:00 AM	0	105	3	0	108	3	203	0	0	206	314	0	0	0	0	0	0	11	0	11	11	325	
08:15 AM	0	93	4	0	97	4	137	0	0	141	238	0	0	0	0	0	0	9	0	9	9	247	
08:30 AM	0	110	3	0	113	3	172	0	0	175	288	0	0	0	0	0	0	7	0	7	7	295	
08:45 AM	0	116	2	0	118	2	129	0	0	131	249	0	0	0	0	0	0	6	0	6	6	255	
TOTAL	0	424	12	0	436	12	641	0	0	653	1,089	0	0	0	0	0	0	33	0	33	33	1,122	
04:00 PM	0	222	4	0	226	9	130	0	0	139	365	0	0	0	0	0	0	3	0	3	3	368	
04:15 PM	0	247	7	0	254	8	142	0	0	150	404	0	0	0	0	0	0	5	0	5	5	409	
04:30 PM	0	199	9	0	208	7	162	0	0	169	377	0	0	0	0	0	0	7	0	7	7	384	
04:45 PM	0	234	6	0	240	6	141	0	0	147	387	0	0	0	0	0	0	5	0	5	5	392	
TOTAL	0	902	26	0	928	30	575	0	0	605	1,533	0	0	0	0	0	0	20	0	20	20	1,553	
05:00 PM	0	219	6	0	225	8	158	0	0	166	391	0	0	0	0	0	0	5	0	5	5	396	
05:15 PM	0	246	5	0	251	7	119	0	0	126	377	0	0	0	0	0	0	4	0	4	4	381	
05:30 PM	0	217	4	0	221	6	139	0	0	145	366	0	0	0	0	0	0	3	0	3	3	369	
05:45 PM	0	211	3	0	214	9	120	0	0	129	343	0	0	0	0	0	0	2	0	2	2	345	
TOTAL	0	893	18	0	911	30	536	0	0	566	1,477	0	0	0	0	0	0	14	0	14	14	1,491	

AM Peak 07:15 AM to 08:15 AM	0	448	14	0	462	11	731	0	0	742	1,204	0	0	0	0	0	0	37	0	37	37	1,241	Peak Hour Factor: 0.946
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PM Peak 04:15 PM to 05:15 PM	0	899	28	0	927	29	603	0	0	632	1,559	0	0	0	0	0	0	22	0	22	22	1,581	Peak Hour Factor: 0.966
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2022 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
 CATEGORY: 1100 LAKE COUNTYWIDE

Item 6.2

WEEK	DATES	SF	MOCF: 0.95 PSCF
1	01/01/2022 - 01/01/2022	0.99	1.04
2	01/02/2022 - 01/08/2022	1.01	1.06
3	01/09/2022 - 01/15/2022	1.03	1.08
4	01/16/2022 - 01/22/2022	1.02	1.07
5	01/23/2022 - 01/29/2022	1.00	1.05
* 6	01/30/2022 - 02/05/2022	0.98	1.03
* 7	02/06/2022 - 02/12/2022	0.97	1.02
* 8	02/13/2022 - 02/19/2022	0.95	1.00
* 9	02/20/2022 - 02/26/2022	0.95	1.00
*10	02/27/2022 - 03/05/2022	0.94	0.99
*11	03/06/2022 - 03/12/2022	0.94	0.99
*12	03/13/2022 - 03/19/2022	0.93	0.98
*13	03/20/2022 - 03/26/2022	0.94	0.99
*14	03/27/2022 - 04/02/2022	0.95	1.00
*15	04/03/2022 - 04/09/2022	0.95	1.00
*16	04/10/2022 - 04/16/2022	0.96	1.01
*17	04/17/2022 - 04/23/2022	0.97	1.02
*18	04/24/2022 - 04/30/2022	0.98	1.03
19	05/01/2022 - 05/07/2022	0.99	1.04
20	05/08/2022 - 05/14/2022	0.99	1.04
21	05/15/2022 - 05/21/2022	1.00	1.05
22	05/22/2022 - 05/28/2022	1.01	1.06
23	05/29/2022 - 06/04/2022	1.02	1.07
24	06/05/2022 - 06/11/2022	1.03	1.08
25	06/12/2022 - 06/18/2022	1.04	1.09
26	06/19/2022 - 06/25/2022	1.05	1.11
27	06/26/2022 - 07/02/2022	1.05	1.11
28	07/03/2022 - 07/09/2022	1.06	1.12
29	07/10/2022 - 07/16/2022	1.06	1.12
30	07/17/2022 - 07/23/2022	1.06	1.12
31	07/24/2022 - 07/30/2022	1.05	1.11
32	07/31/2022 - 08/06/2022	1.05	1.11
33	08/07/2022 - 08/13/2022	1.04	1.09
34	08/14/2022 - 08/20/2022	1.04	1.09
35	08/21/2022 - 08/27/2022	1.05	1.11
36	08/28/2022 - 09/03/2022	1.06	1.12
37	09/04/2022 - 09/10/2022	1.07	1.13
38	09/11/2022 - 09/17/2022	1.08	1.14
39	09/18/2022 - 09/24/2022	1.05	1.11
40	09/25/2022 - 10/01/2022	1.02	1.07
41	10/02/2022 - 10/08/2022	1.00	1.05
42	10/09/2022 - 10/15/2022	0.97	1.02
43	10/16/2022 - 10/22/2022	0.98	1.03
44	10/23/2022 - 10/29/2022	0.99	1.04
45	10/30/2022 - 11/05/2022	0.99	1.04
46	11/06/2022 - 11/12/2022	1.00	1.05
47	11/13/2022 - 11/19/2022	1.01	1.06
48	11/20/2022 - 11/26/2022	1.00	1.05
49	11/27/2022 - 12/03/2022	1.00	1.05
50	12/04/2022 - 12/10/2022	0.99	1.04
51	12/11/2022 - 12/17/2022	0.99	1.04
52	12/18/2022 - 12/24/2022	1.01	1.06
53	12/25/2022 - 12/31/2022	1.03	1.08

* PEAK SEASON

23-FEB-2023 09:11:22

830UPD

5_1100_PKSEASON.TXT

Appendix E: Existing Intersection Analysis Output

HCM 6th Signalized Intersection Summary
 1: SR 19 & CR 44

07/11/2023



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↘	↑	↗	↘	↑	↗	↘	↑↑	↗	↘	↑↑	↗
Traffic Volume (veh/h)	112	350	35	49	266	80	38	284	20	118	586	77
Future Volume (veh/h)	112	350	35	49	266	80	38	284	20	118	586	77
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	122	380	38	53	289	87	41	309	22	128	637	84
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	257	439	372	188	402	341	79	1438	641	158	1597	712
Arrive On Green	0.07	0.23	0.23	0.05	0.21	0.21	0.04	0.40	0.40	0.09	0.45	0.45
Sat Flow, veh/h	1781	1870	1585	1781	1870	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	122	380	38	53	289	87	41	309	22	128	637	84
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1870	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	6.2	22.8	2.2	2.6	16.8	5.3	2.6	6.6	1.0	8.2	14.1	3.6
Cycle Q Clear(g_c), s	6.2	22.8	2.2	2.6	16.8	5.3	2.6	6.6	1.0	8.2	14.1	3.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	257	439	372	188	402	341	79	1438	641	158	1597	712
V/C Ratio(X)	0.47	0.86	0.10	0.28	0.72	0.26	0.52	0.21	0.03	0.81	0.40	0.12
Avail Cap(c_a), veh/h	324	952	807	245	904	766	191	1438	641	419	1597	712
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	33.5	42.9	35.0	34.5	42.6	38.1	54.6	22.7	21.0	52.3	21.6	18.7
Incr Delay (d2), s/veh	1.4	5.2	0.1	0.8	2.4	0.4	5.3	0.3	0.1	9.5	0.7	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.8	11.1	0.9	1.2	8.0	2.1	1.3	2.8	0.4	4.1	6.0	1.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	34.9	48.1	35.2	35.3	45.0	38.5	59.9	23.0	21.1	61.8	22.3	19.1
LnGrp LOS	C	D	D	D	D	D	E	C	C	E	C	B
Approach Vol, veh/h		540			429			372			849	
Approach Delay, s/veh		44.2			42.5			27.0			28.0	
Approach LOS		D			D			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	16.9	53.8	12.2	34.0	11.7	59.0	14.6	31.6				
Change Period (Y+Rc), s	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5				
Max Green Setting (Gmax), s	27.5	37.5	9.5	59.5	12.5	52.5	12.5	56.5				
Max Q Clear Time (g_c+I1), s	10.2	8.6	4.6	24.8	4.6	16.1	8.2	18.8				
Green Ext Time (p_c), s	0.3	2.2	0.0	2.7	0.0	5.3	0.1	2.1				
Intersection Summary												
HCM 6th Ctrl Delay			34.6									
HCM 6th LOS			C									

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↗	↖	↕
Traffic Vol, veh/h	0	34	475	13	10	775
Future Vol, veh/h	0	34	475	13	10	775
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	185	350	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	37	516	14	11	842

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	258	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	-
Pot Cap-1 Maneuver	0	741	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	-	741	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.1	0	0.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	741	1033
HCM Lane V/C Ratio	-	-	0.05	0.011
HCM Control Delay (s)	-	-	10.1	8.5
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.2	0

Intersection						
Int Delay, s/veh	0.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↘↗		↘	↑↑	↑↑	↘
Traffic Vol, veh/h	18	20	12	475	775	22
Future Vol, veh/h	18	20	12	475	775	22
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	350	-	-	275
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	22	13	516	842	24

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1126	421	866	0	-	0
Stage 1	842	-	-	-	-	-
Stage 2	284	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	199	581	773	-	-	-
Stage 1	383	-	-	-	-	-
Stage 2	739	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	196	581	773	-	-	-
Mov Cap-2 Maneuver	196	-	-	-	-	-
Stage 1	376	-	-	-	-	-
Stage 2	739	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	18.9	0.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	773	-	301	-	-
HCM Lane V/C Ratio	0.017	-	0.137	-	-
HCM Control Delay (s)	9.7	-	18.9	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.5	-	-

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕		↖	↕
Traffic Vol, veh/h	0	6	475	3	6	775
Future Vol, veh/h	0	6	475	3	6	775
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	350	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	7	516	3	7	842

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	-	260	0	0	519
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	4.14
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	2.22
Pot Cap-1 Maneuver	0	739	-	-	1043
Stage 1	0	-	-	-	-
Stage 2	0	-	-	-	-
Platoon blocked, %					
Mov Cap-1 Maneuver	-	739	-	-	1043
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.9	0	0.1
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	739	1043
HCM Lane V/C Ratio	-	-	0.009	0.006
HCM Control Delay (s)	-	-	9.9	8.5
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

Intersection						
Int Delay, s/veh	0.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↗	↖	↕
Traffic Vol, veh/h	0	39	475	15	12	775
Future Vol, veh/h	0	39	475	15	12	775
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	185	350	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	42	516	16	13	842

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	258	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	-
Pot Cap-1 Maneuver	0	741	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	-	741	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.2	0	0.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	741	1032
HCM Lane V/C Ratio	-	-	0.057	0.013
HCM Control Delay (s)	-	-	10.2	8.5
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.2	0

HCM 6th Signalized Intersection Summary
1: SR 19 & CR 44

07/11/2023



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↘	↑	↗	↘	↑	↗	↘	↑↑	↗	↘	↑↑	↗
Traffic Volume (veh/h)	205	296	52	64	419	157	113	591	49	127	406	111
Future Volume (veh/h)	205	296	52	64	419	157	113	591	49	127	406	111
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	223	322	57	70	455	171	123	642	53	138	441	121
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	240	589	499	307	510	432	146	1287	574	164	1323	590
Arrive On Green	0.09	0.31	0.31	0.05	0.27	0.27	0.08	0.36	0.36	0.09	0.37	0.37
Sat Flow, veh/h	1781	1870	1585	1781	1870	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	223	322	57	70	455	171	123	642	53	138	441	121
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1870	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	12.5	20.1	3.6	3.9	33.0	12.4	9.6	19.8	3.1	10.7	12.5	7.3
Cycle Q Clear(g_c), s	12.5	20.1	3.6	3.9	33.0	12.4	9.6	19.8	3.1	10.7	12.5	7.3
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	240	589	499	307	510	432	146	1287	574	164	1323	590
V/C Ratio(X)	0.93	0.55	0.11	0.23	0.89	0.40	0.84	0.50	0.09	0.84	0.33	0.20
Avail Cap(c_a), veh/h	240	789	669	344	750	635	158	1287	574	347	1323	590
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	37.4	40.0	34.3	34.8	49.3	41.8	63.8	35.0	29.7	63.0	31.7	30.1
Incr Delay (d2), s/veh	39.1	0.8	0.1	0.4	9.4	0.6	30.5	1.4	0.3	10.9	0.7	0.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.1	9.4	1.4	1.8	16.7	5.0	5.6	8.9	1.3	5.4	5.6	3.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	76.5	40.8	34.4	35.1	58.7	42.4	94.3	36.4	30.0	73.9	32.4	30.8
LnGrp LOS	E	D	C	D	E	D	F	D	C	E	C	C
Approach Vol, veh/h		602			696			818			700	
Approach Delay, s/veh		53.4			52.3			44.7			40.3	
Approach LOS		D			D			D			D	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	19.5	57.6	13.0	50.9	18.0	59.0	19.0	44.9				
Change Period (Y+Rc), s	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5				
Max Green Setting (Gmax), s	27.5	37.5	9.5	59.5	12.5	52.5	12.5	56.5				
Max Q Clear Time (g_c+I1), s	12.7	21.8	5.9	22.1	11.6	14.5	14.5	35.0				
Green Ext Time (p_c), s	0.3	4.1	0.0	2.3	0.0	3.7	0.0	3.5				

Intersection Summary												
HCM 6th Ctrl Delay											47.3	
HCM 6th LOS											D	

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↗	↖	↕
Traffic Vol, veh/h	0	24	953	20	24	639
Future Vol, veh/h	0	24	953	20	24	639
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	185	350	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	26	1036	22	26	695

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	518	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	-
Pot Cap-1 Maneuver	0	502	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	-	502	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.6	0	0.4
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	502	654
HCM Lane V/C Ratio	-	-	0.052	0.04
HCM Control Delay (s)	-	-	12.6	10.7
HCM Lane LOS	-	-	B	B
HCM 95th %tile Q(veh)	-	-	0.2	0.1

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↘		↘	↑↑	↑↑	↘
Traffic Vol, veh/h	23	21	17	953	639	43
Future Vol, veh/h	23	21	17	953	639	43
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	350	-	-	275
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	25	23	18	1036	695	47

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1249	348	742	0	-	0
Stage 1	695	-	-	-	-	-
Stage 2	554	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	165	648	861	-	-	-
Stage 1	456	-	-	-	-	-
Stage 2	539	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	162	648	861	-	-	-
Mov Cap-2 Maneuver	162	-	-	-	-	-
Stage 1	446	-	-	-	-	-
Stage 2	539	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	22.6	0.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	861	-	252	-	-
HCM Lane V/C Ratio	0.021	-	0.19	-	-
HCM Control Delay (s)	9.3	-	22.6	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.7	-	-

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕		↖	↕
Traffic Vol, veh/h	0	5	953	4	7	639
Future Vol, veh/h	0	5	953	4	7	639
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	350	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	5	1036	4	8	695

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	520	0 1040
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	- 4.14
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	- 2.22
Pot Cap-1 Maneuver	0	501	- 664
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	-	501	- 664
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.3	0	0.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	- 501	664	-
HCM Lane V/C Ratio	-	- 0.011	0.011	-
HCM Control Delay (s)	-	- 12.3	10.5	-
HCM Lane LOS	-	- B	B	-
HCM 95th %tile Q(veh)	-	- 0	0	-

Intersection						
Int Delay, s/veh	0.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↗	↖	↕
Traffic Vol, veh/h	0	23	953	30	31	639
Future Vol, veh/h	0	23	953	30	31	639
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	185	350	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	25	1036	33	34	695

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	-	518	0	0	1069
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	4.14
Critical Hdwy Stg 1	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	2.22
Pot Cap-1 Maneuver	0	502	-	-	648
Stage 1	0	-	-	-	-
Stage 2	0	-	-	-	-
Platoon blocked, %					
Mov Cap-1 Maneuver	-	502	-	-	648
Mov Cap-2 Maneuver	-	-	-	-	-
Stage 1	-	-	-	-	-
Stage 2	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.5	0	0.5
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	502	648
HCM Lane V/C Ratio	-	-	0.05	0.052
HCM Control Delay (s)	-	-	12.5	10.9
HCM Lane LOS	-	-	B	B
HCM 95th %tile Q(veh)	-	-	0.2	0.2

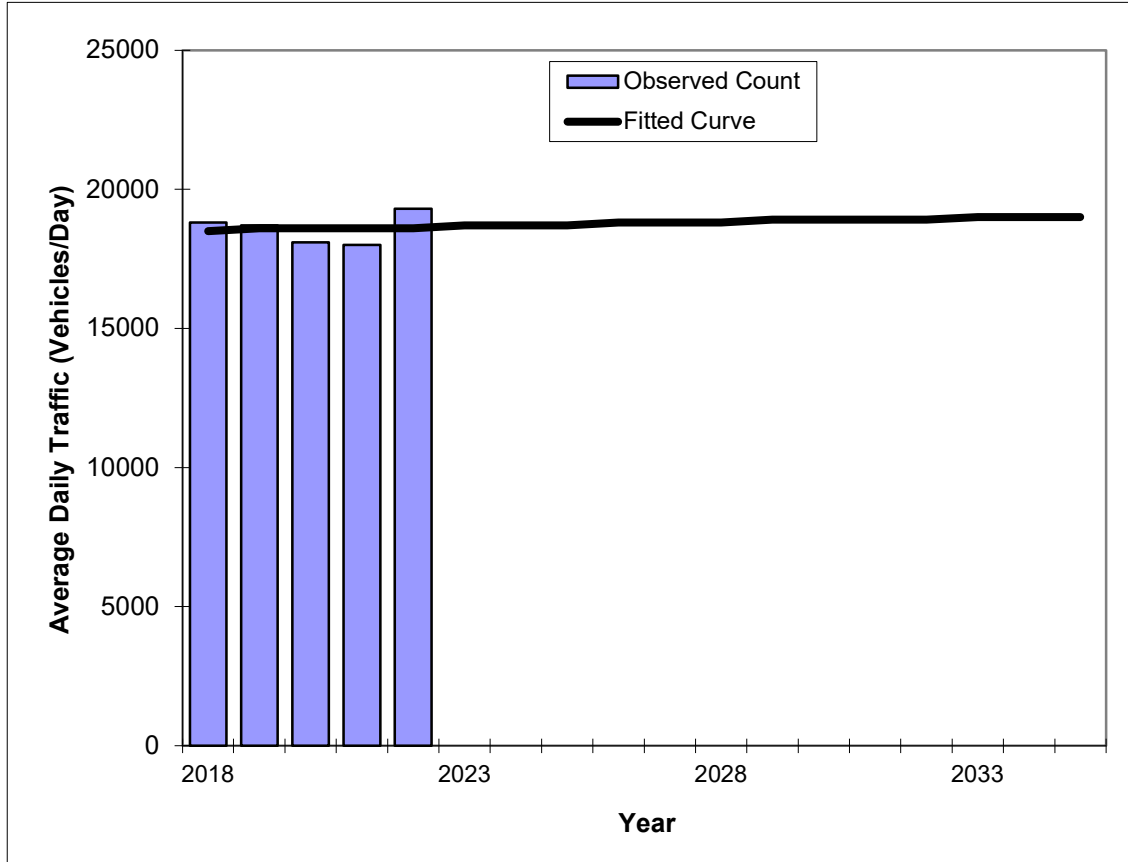
Appendix F: Historical Trends Analysis

Traffic Trends - V3.0

SR 19 -- 0.049 MI. N OF UMITILLA PL

FIN#	0
Location	1

County:	Orange (75)
Station #:	750592
Highway:	SR 19



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2018	18800	18500
2019	18700	18600
2020	18100	18600
2021	18000	18600
2022	19300	18600
2023 Opening Year Trend		
2023	N/A	18700
2024 Mid-Year Trend		
2024	N/A	18700
2025 Design Year Trend		
2025	N/A	18700
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	30
Trend R-squared:	0.78%
Trend Annual Historic Growth Rate:	0.14%
Trend Growth Rate (2022 to Design Year):	0.18%
Printed:	03-Jul-23
Straight Line Growth Option	

*Axle-Adjusted

FLORIDA DEPARTMENT OF TRANSPORTATION
 TRANSPORTATION STATISTICS OFFICE
 2022 HISTORICAL AADT REPORT

COUNTY: 11 - LAKE

SITE: 0008 - ON SR-19 0.049 MI. N OF UMITILLA PL (RVL)

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR	
2022	19300	C	N	9800	S	9500	9.00	54.50	7.90
2021	18000	S	N	9000	S	9000	9.00	53.80	9.40
2020	18100	F	N	9000	S	9100	9.00	54.10	9.40
2019	18700	C	N	9300	S	9400	9.00	54.30	9.40
2018	18800	C	N	9400	S	9400	9.00	54.20	10.60
2017	18500	C	N	9200	S	9300	9.00	54.20	9.80
2016	18400	C	N	9200	S	9200	9.00	53.90	11.00
2015	18600	C	N	9300	S	9300	9.00	54.60	14.10
2014	18900	C	N	9500	S	9400	9.00	54.50	12.90
2013	17800	C	N	8900	S	8900	9.00	54.70	8.70
2012	16600	C	N	8300	S	8300	9.00	55.10	9.20
2011	17000	C	N	8400	S	8600	9.00	54.20	8.70
2010	18100	C	N	8800	S	9300	9.86	54.75	5.70
2009	18100	C	N	8800	S	9300	9.96	54.94	8.50
2008	17100	C	N	7700	S	9400	10.42	55.39	7.00
2007	19700	C	N	9700	S	10000	10.24	59.56	7.70

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
 S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
 V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN

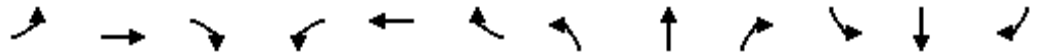
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Appendix G: Projected Intersection Analysis Output

HCM 6th Signalized Intersection Summary

1: SR 19 & CR 44

02/19/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↑	↗	↖	↑↑	↗	↖	↑↑	↗
Traffic Volume (veh/h)	121	371	37	52	282	87	40	307	21	132	639	89
Future Volume (veh/h)	121	371	37	52	282	87	40	307	21	132	639	89
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	132	403	40	57	307	95	43	334	23	143	695	97
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	261	463	392	188	419	355	79	1377	614	173	1565	698
Arrive On Green	0.07	0.25	0.25	0.05	0.22	0.22	0.04	0.39	0.39	0.10	0.44	0.44
Sat Flow, veh/h	1781	1870	1585	1781	1870	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	132	403	40	57	307	95	43	334	23	143	695	97
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1870	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	6.7	24.7	2.3	2.9	18.2	5.9	2.8	7.6	1.1	9.4	16.2	4.4
Cycle Q Clear(g_c), s	6.7	24.7	2.3	2.9	18.2	5.9	2.8	7.6	1.1	9.4	16.2	4.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	261	463	392	188	419	355	79	1377	614	173	1565	698
V/C Ratio(X)	0.51	0.87	0.10	0.30	0.73	0.27	0.54	0.24	0.04	0.82	0.44	0.14
Avail Cap(c_a), veh/h	318	933	791	241	886	751	187	1377	614	411	1565	698
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	33.4	43.1	34.7	34.6	42.9	38.2	55.8	24.7	22.7	52.8	23.2	19.9
Incr Delay (d2), s/veh	1.5	5.2	0.1	0.9	2.5	0.4	5.6	0.4	0.1	9.4	0.9	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.0	12.0	0.9	1.3	8.7	0.0	1.4	3.3	0.4	4.7	7.0	1.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	34.9	48.3	34.8	35.5	45.4	38.6	61.4	25.1	22.8	62.2	24.1	20.3
LnGrp LOS	C	D	C	D	D	D	E	C	C	E	C	C
Approach Vol, veh/h		575			459			400			935	
Approach Delay, s/veh		44.3			42.8			28.9			29.6	
Approach LOS		D			D			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	18.1	52.7	12.4	36.0	11.8	59.0	15.2	33.2				
Change Period (Y+Rc), s	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5				
Max Green Setting (Gmax), s	27.5	37.5	9.5	59.5	12.5	52.5	12.5	56.5				
Max Q Clear Time (g_c+I1), s	11.4	9.6	4.9	26.7	4.8	18.2	8.7	20.2				
Green Ext Time (p_c), s	0.3	2.3	0.0	2.8	0.0	5.9	0.1	2.3				

Intersection Summary

HCM 6th Ctrl Delay	35.6
HCM 6th LOS	D

HCM 6th TWSC
2: SR 19 & PMGC Rd

02/19/2024

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↗	↖	↕
Traffic Vol, veh/h	0	67	504	25	11	853
Future Vol, veh/h	0	67	504	25	11	853
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	185	350	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	73	548	27	12	927

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	274	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	-
Pot Cap-1 Maneuver	0	724	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	-	724	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.5	0	0.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	724	994
HCM Lane V/C Ratio	-	-	0.101	0.012
HCM Control Delay (s)	-	-	10.5	8.7
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.3	0

Intersection						
Int Delay, s/veh	0.9					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↘↗		↘	↑↑	↑↑	↘
Traffic Vol, veh/h	19	21	44	504	822	23
Future Vol, veh/h	19	21	44	504	822	23
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	350	-	-	275
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	23	48	548	893	25

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1263	447	918	0	-	0
Stage 1	893	-	-	-	-	-
Stage 2	370	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	162	559	739	-	-	-
Stage 1	360	-	-	-	-	-
Stage 2	669	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	151	559	739	-	-	-
Mov Cap-2 Maneuver	151	-	-	-	-	-
Stage 1	337	-	-	-	-	-
Stage 2	669	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	22.8	0.8	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	739	-	245	-	-
HCM Lane V/C Ratio	0.065	-	0.177	-	-
HCM Control Delay (s)	10.2	-	22.8	-	-
HCM Lane LOS	B	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.6	-	-

HCM 6th TWSC
4: SR 19 & McKinley Rd

02/19/2024

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕		↖	↕
Traffic Vol, veh/h	0	10	504	3	8	822
Future Vol, veh/h	0	10	504	3	8	822
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	350	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	11	548	3	9	893

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	276	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	-
Pot Cap-1 Maneuver	0	721	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %			
Mov Cap-1 Maneuver	-	721	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.1	0	0.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	721	1015
HCM Lane V/C Ratio	-	-	0.015	0.009
HCM Control Delay (s)	-	-	10.1	8.6
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0	0

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↗	↖	↕
Traffic Vol, veh/h	0	50	504	16	16	824
Future Vol, veh/h	0	50	504	16	16	824
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	185	350	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	54	548	17	17	896

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	274	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	-
Pot Cap-1 Maneuver	0	724	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	-	724	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.4	0	0.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	724	1003
HCM Lane V/C Ratio	-	-	0.075	0.017
HCM Control Delay (s)	-	-	10.4	8.7
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.2	0.1

HCM 6th Signalized Intersection Summary
 1: SR 19 & CR 44

02/19/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↘	↑	↗	↘	↑	↗	↘	↑↑	↗	↘	↑↑	↗
Traffic Volume (veh/h)	223	314	55	68	444	172	120	641	52	138	439	121
Future Volume (veh/h)	223	314	55	68	444	172	120	641	52	138	439	121
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	242	341	60	74	483	187	130	697	57	150	477	132
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	233	612	519	306	537	455	152	1240	553	176	1287	574
Arrive On Green	0.09	0.33	0.33	0.05	0.29	0.29	0.09	0.35	0.35	0.10	0.36	0.36
Sat Flow, veh/h	1781	1870	1585	1781	1870	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	242	341	60	74	483	187	130	697	57	150	477	132
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1870	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	12.5	21.7	3.8	4.2	36.0	13.8	10.4	23.0	3.5	12.0	14.3	8.4
Cycle Q Clear(g_c), s	12.5	21.7	3.8	4.2	36.0	13.8	10.4	23.0	3.5	12.0	14.3	8.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	233	612	519	306	537	455	152	1240	553	176	1287	574
V/C Ratio(X)	1.04	0.56	0.12	0.24	0.90	0.41	0.85	0.56	0.10	0.85	0.37	0.23
Avail Cap(c_a), veh/h	233	768	651	341	729	618	154	1240	553	338	1287	574
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	39.7	40.1	34.1	34.6	49.7	41.8	65.4	38.2	31.9	64.3	34.1	32.2
Incr Delay (d2), s/veh	69.5	0.8	0.1	0.4	11.4	0.6	34.6	1.8	0.4	11.1	0.8	0.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	10.4	10.2	1.5	1.9	18.5	5.5	6.2	10.4	1.4	6.0	6.4	3.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	109.2	40.9	34.2	35.0	61.1	42.4	100.0	40.1	32.2	75.4	34.9	33.1
LnGrp LOS	F	D	C	D	E	D	F	D	C	E	C	C
Approach Vol, veh/h		643			744			884			759	
Approach Delay, s/veh		66.0			53.8			48.4			42.6	
Approach LOS		E			D			D			D	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	20.8	57.1	13.1	53.9	18.9	59.0	19.0	48.1				
Change Period (Y+Rc), s	6.5	6.5	6.5	6.5	6.5	6.5	6.5	6.5				
Max Green Setting (Gmax), s	27.5	37.5	9.5	59.5	12.5	52.5	12.5	56.5				
Max Q Clear Time (g_c+I1), s	14.0	25.0	6.2	23.7	12.4	16.3	14.5	38.0				
Green Ext Time (p_c), s	0.3	4.0	0.0	2.4	0.0	4.0	0.0	3.6				

Intersection Summary												
HCM 6th Ctrl Delay			52.0									
HCM 6th LOS			D									

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↗	↖	↕
Traffic Vol, veh/h	0	41	1010	48	25	693
Future Vol, veh/h	0	41	1010	48	25	693
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	185	350	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	45	1098	52	27	753

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	549	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	-
Pot Cap-1 Maneuver	0	480	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	-	480	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	13.3	0	0.4
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	480	603
HCM Lane V/C Ratio	-	-	0.093	0.045
HCM Control Delay (s)	-	-	13.3	11.3
HCM Lane LOS	-	-	B	B
HCM 95th %tile Q(veh)	-	-	0.3	0.1

Intersection						
Int Delay, s/veh	0.9					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	↘↗		↘	↑↑	↑↑	↘
Traffic Vol, veh/h	24	22	34	1010	677	46
Future Vol, veh/h	24	22	34	1010	677	46
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	350	-	-	275
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	26	24	37	1098	736	50

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1359	368	786	0	-	0
Stage 1	736	-	-	-	-	-
Stage 2	623	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	140	629	829	-	-	-
Stage 1	435	-	-	-	-	-
Stage 2	497	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	134	629	829	-	-	-
Mov Cap-2 Maneuver	134	-	-	-	-	-
Stage 1	415	-	-	-	-	-
Stage 2	497	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	26.7	0.3	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	829	-	215	-	-
HCM Lane V/C Ratio	0.045	-	0.233	-	-
HCM Control Delay (s)	9.5	-	26.7	-	-
HCM Lane LOS	A	-	D	-	-
HCM 95th %tile Q(veh)	0.1	-	0.9	-	-

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕		↖	↕
Traffic Vol, veh/h	0	7	1010	4	11	677
Future Vol, veh/h	0	7	1010	4	11	677
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	350	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	8	1098	4	12	736

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	551	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	-
Pot Cap-1 Maneuver	0	478	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	-	478	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.7	0	0.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	478	629
HCM Lane V/C Ratio	-	-	0.016	0.019
HCM Control Delay (s)	-	-	12.7	10.8
HCM Lane LOS	-	-	B	B
HCM 95th %tile Q(veh)	-	-	0	0.1

HCM 6th TWSC
5: SR 19 & Orange Ave

Intersection						
Int Delay, s/veh	0.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↕	↗	↖	↕
Traffic Vol, veh/h	0	29	1010	32	41	681
Future Vol, veh/h	0	29	1010	32	41	681
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	185	350	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	32	1098	35	45	740

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	549	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	-
Pot Cap-1 Maneuver	0	480	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %		-	-
Mov Cap-1 Maneuver	-	480	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	13	0	0.6
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	480	612
HCM Lane V/C Ratio	-	-	0.066	0.073
HCM Control Delay (s)	-	-	13	11.3
HCM Lane LOS	-	-	B	B
HCM 95th %tile Q(veh)	-	-	0.2	0.2



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: July 18, 2024

RE: Resolution Number 24-58: Site Plan Approval with Waivers for a Fast Food Restaurant with Drive-Through, Located along the South Side of US Hwy 441 Between Kurt St and Dillard Road (Alternate Key Numbers 1632501, 3800670, and 3800677)

Introduction:

Resolution Number 24-58 approves a Site Plan with Waivers (2024-SP-01) for a Zaxby's fast food restaurant with drive-through lanes on approximately 2.14 acres of land, located along the south side of US Hwy 441 Between Kurt St and Dillard Road (Alternate Key Numbers 1632501, 3800670, and 3800677)

Background:

- a) The subject property is about 2.14 acres in size and is currently vacant.
- b) The site is within the General Commercial (GC) land use district, which allows for the fast food restaurant.
- c) The property is within the Suburban Corridor Design District. The project utilizes the Commercial building lot type.
- d) The site and surrounding properties' land use, design district designations, and existing uses are shown below:

Properties Existing Use, Future Land Use, Design District Designations			
Location	Existing Use	Future Land Use	Design District
Site	Vacant – partially wooded	GC - General Commercial	Suburban Corridor
North	Vacant	GC - General Commercial	Suburban Corridor
South	Single-Family Residential Neighborhood	Lake County – Urban High	N/A
East	Commercial Building (Unoccupied)	GC- General Commercial	Suburban Corridor/
West	Restaurant(s)	GC- General Commercial	Suburban Corridor

Proposed Development:

The proposed site plan (2024-SP-01) includes a 2,900 +/- square foot Zaxby's Restaurant with drive-through lanes. The property fronts on two streets: US Highway 441 (north) and Dora Avenue (south). The applicant requests waivers to the maximum building setbacks, minimum building frontage buildout, window area cover, and drive-through location.

Waivers:

- a) Waiver to both street setbacks to allow setbacks of 90 feet from the property line adjacent to US Highway 441 in place of the maximum setback of 75 feet (Section 110-4.13);
- b) Waiver to both minimum 50% frontage buildout percentage to allow frontage buildout of 32 % along US Highway 441 (Section 110-4.13);
- c) Waiver to 115-6.1(e) that requires 40% window fenestration. The applicant proposes to provide faux windows with shutters and awnings as a proposed alternative.
- d) Waiver to Section 115-6.1.3 regarding drive-through facilities to be located along the side and rear of the building. The applicant proposed to locate drive-through lanes along the front of the building.

Considerations/Waiver Review:

- a) Street yard setback: The commercial lot type (Section 110-4.13) allows a variable street yard setback from 0 to 75 ft. This requirement allows flexibility in the site design. However, the project site design required that the building be setback further. The site design shows the building at 90 feet, with a row of parking spaces, the through travel lane, and two lanes feeding the drive-through. A waiver allowing a setback larger than 75 feet from the street allows the applicant to construct the drive-through and traffic circulation more efficiently.
- b) Frontage buildout percentage: The commercial lot type requires buildings to extend at least 50% of the lot width and depth. This is a design requirement to keep the street frontages looking full. The applicant requests a waiver to allow less than 50 percent building frontage, allowing for 32 percent building frontage along US Highway 441. Consideration for frontage buildout along Dora Avenue does not apply as the properties are separate lots to be treated as "out parcels" for future development.
- c) Store Front Character: Waiver to 115-6.1(e) that requires 40% window fenestration. The applicant proposes to provide faux windows with shutters and awnings as a proposed alternative.
- d) Drive-through Facilities: Section 115-6.1.3 states that drive-through facilities are to be located along the side and rear of the building. The drive-through lanes and order boards in this site plan will be located on the US Highway 441 side of the building. Landscaping in the US Highway 441 perimeter buffer will provide partial screening of the drive-through queue lanes and order boards.

Applicable Policies and Codes:

- a) **Section 110-4.13: Commercial Building Lot.** A building lot located and designed to accommodate a single use office and retail that are predominately located as part of a retail complex.

LOT REQUIREMENTS	MIN	MAX
Lot Width (ft)	50	300
Lot Depth (ft)	100	300
Lot Size (sf)	5,000	90,000
BUILDING ENVELOPE	MIN	MAX
Street Setback (ft)	0	75
Common Lot Setback (ft)	0	-
Rear setback (ft)	15	-
Frontage Buildout (5)	50	100

- b) **Sec. 115-5. Frontage buildout requirements and retail complex block configuration.**
- c) **Sec. 115-6.1 All districts.**

(e) Storefront character. Commercial and mixed-use buildings shall express a "storefront character". This guideline is met by providing all of the following architectural features along the building frontage as applicable. Commercial and mixed-use buildings located on arterial roads in a suburban corridor design district (i.e. US Hwy 441, SR 19 south of Ardice Ave./north of Laurel Oaks) shall be exempt from meeting these requirements.

(2) Regularly spaced and similar-shaped windows with window hoods or trim (all building stories).

(3) Large display windows on the ground floor. All street-facing, park-facing and plaza-facing structures shall have windows covering a minimum of 40 percent and a maximum 80 percent of the ground floor of each storefront's linear frontage. Blank walls shall not occupy over 50 percent of a street-facing frontage and shall not exceed 30 linear feet without being interrupted by a window or entry. Mirrored glass, obscured glass and glass block cannot be used in meeting this requirement.

- d) **Sec. 115-6.1.3. Drive-through services and automotive lifts.**

Drive-through services. Drive-through customer services shall be located at the rear or the side of the building. In urban areas, the drive-through may be located at the rear or side of a building or on a side facing a "B" street. Drive-throughs shall not be permitted along "A" streets in urban areas.

Recommended Action:

The City of Eustis Development Review Committee has reviewed the proposed site plan and has found the proposed plan compliant with the City Land Development Regulations with the exception of the requested waivers. Staff recommends approval of the proposed preliminary site plan with waivers.

Policy Implications:

None

Alternatives:

Approve Resolution Number 24-58

Deny Resolution Number 24-58

Budget/Staff Impact:

None

Prepared By:

Jeff Richardson, AICP, Deputy Director

Reviewed By:

RESOLUTION NUMBER 24-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A PRELIMINARY SITE PLAN APPROVAL WITH WAIVERS FOR A 2,904 SQUARE FOOT RESTAURANT WITH DRIVE THROUGH ON APPROXIMATELY 2.14 ACRES SOUTH OF US HWY 441, BETWEEN KURT ST AND DILLARD ROAD (ALTERNATE KEY NUMBERS 1632501, 3777837, 3800670, AND 3800677).

WHEREAS, Charles C Hiott, P.E., Halff Engineering Consultants has made an application, on behalf of MJ Eustis Properties, LLC and Jogn R Prickett, Jr. for site plan approval to permit a restaurant with a drive-through, on approximately 2.14 acres located South of US Highway 441, between Kurt St and Dillard Road, more particularly described as:

Alternate Key Number: 1632501, 3777837, 3800670, AND 3800677

Parcel Identification Number: 22-19-26-0305-000-00900, 22-19-26-0401-000-01400, 22-19-26-0401-000-01500, and 22-19-26-0401-000-01600

Legal Description:

EUSTIS, HALLEN'S SUB FROM SW COR OF NW 1/4 OF SEC 23-19-26 RUN N 64-02-24 W 334.76 FT TO N'LY LINE OF LAKE SAUNDERS SUB PB 4 PG 30, S 69-01-33 W 262.84 FT FOR POB, CONT S 69-01-33 W 266.93 FT, N 20-46-46 W 204.57 FT TO S'LY R/W OF US HWY 441, N 70-43-07 E ALONG S'LY R/W LINE 227.20 FT, S 66-24-0 E 25.07 FT AN IRON PIN, THENCE A NON RADIAL CURVE TO THE RIGHT CONCAVE E'LY WITH A CHORD BEARING OF N 18-06-35 E FOR A CHORD DIST OF 21.48 FT TO AN IRON PIN, THENCE A NON RADIAL CURVE TO THE RIGHT CONCAVE S'LY WITH A CHORD BEARING OF N 70-33-35 E FOR A CHORD DIST OF 7.76 FT TO AN IRON PIN, THENCE RUN S 20-58-26 E 196.75 FT TO POB PB 6 PG 20 ORB 4724 PG 9

EUSTIS, LAKE SAUNDERS SUB LOT 14--LESS S'LY 7 FT FOR RD R/W--PB 4 PG 30 ORB 1558 PG 1431

EUSTIS, LAKE SAUNDERS SUB LOT 15 PB 4 PG 30 ORB 5022 PG 2338

EUSTIS, LAKE SAUNDERS SUB LOT 16 PB 4 PG 30 ORB 5022 PG 2338

WHEREAS, the property described above has a Land Use Designation of General Commercial (GC) and a Design District Designation of Suburban Corridor; and

WHEREAS, a restaurant with a drive-through is a permitted use in the General Commercial (GC) land use designation; and

WHEREAS, the proposed site plan as submitted is generally consistent with the City's Comprehensive Plan and Land Development Regulations; and

WHEREAS, the proposed waivers to the Land Development Regulations meet the general intent of the regulations; do not jeopardize the health, safety, or welfare of the public; and include appropriate mitigation; and

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

SECTION 1.

That the Preliminary Site Plan for the restaurant with a drive-through, and attached hereto as Exhibit A is hereby approved with the following waivers:

1. Waiver to street setbacks to allow setbacks greater than the maximum setback of 75 feet but no more than 90 feet (Section 110-4.13);
2. Waiver to minimum 50% frontage buildout percentage providing a minimum of 32% frontage buildout along US Highway 441 (Section 110-4.13);
3. Waiver to allow the use of faux windows and awnings to meet minimum window fenestration of 40% along US Highway 441 (Section 115-6.1(e))
4. Waiver to allow drive-through lanes and order boards to be located in front of the commercial structure (Section 115-6.1.3)

SECTION 2.

That the Site Plan Approval shall be subject to the owner/developer complying with the following conditions:

- a. Obtaining Final Construction and Engineering Plan approval within one year, and developing the property in accordance with the approved Site Plan as referenced in Section 1 and attached hereto as Exhibit A.
- b. Obtaining and providing copies of all applicable permits from other jurisdictional agencies.
- c. Meeting applicable concurrency requirements before approval of a final development order.

Section 3.

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

Section 4.

That this Resolution shall become effective upon filing.

DONE AND RESOLVED this 18th day of July, 2024, in regular session of the City Commission of the City of Eustis, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 18th day of July, 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, but I have not performed an independent Title examination as to the accuracy of the Legal Description.

City Attorney's Office

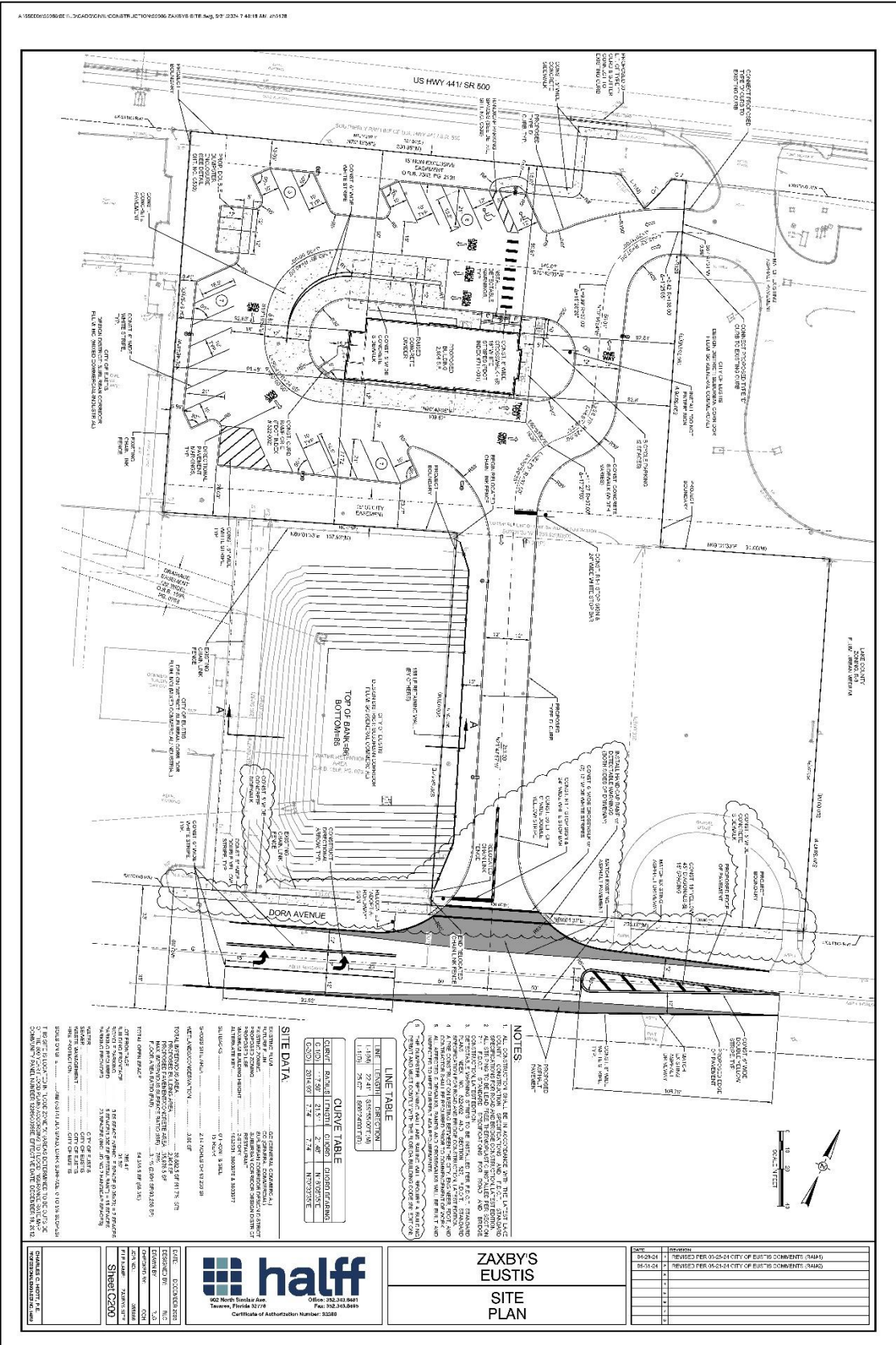
Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-58 is hereby approved, and I certify that I published the same by posting one (1) copy hereof at City Hall, one (1) copy hereof at the Eustis Memorial Library, and one (1) copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

EXHIBIT A: SITE PLAN



NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE LATEST EDITION OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IMC).
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC).
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC).
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL MECHANICAL, ELECTRICAL AND PLUMBING CODE (IMC).
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC).
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC).
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL MECHANICAL, ELECTRICAL AND PLUMBING CODE (IMC).
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC).
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC).
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL MECHANICAL, ELECTRICAL AND PLUMBING CODE (IMC).

SITE DATA

PROJECT NAME: ZAXBY'S RESTAURANT
 PROJECT ADDRESS: 1100 S. DORA AVENUE, TAMPA, FL 33606
 CLIENT: ZAXBY'S RESTAURANT
 ARCHITECT: [Firm Name]
 ENGINEER: [Firm Name]
 DATE: 05/20/2014

LINE TABLE

LINE	DESCRIPTION
1.000	EXISTING
2.000	PROPOSED

CURVE TABLE

STATION	ANGLE	RADIUS	CHORD	CHORD BEARING
1+00.00	90.00	100.00	100.00	N 0.00° E
1+100.00	90.00	100.00	100.00	N 0.00° E

REVISIONS

NO.	DATE	DESCRIPTION
1	05/20/14	ISSUED FOR PERMITS
2	06/10/14	REVISED PER 05-21-14 CITY OF BUSBY COMMENTS (SHP)
3	06/10/14	REVISED PER 05-21-14 CITY OF BUSBY COMMENTS (SHP)

SCALE: 1" = 20'-0"

DATE: 05/20/14

BY: [Name]

CHECKED: [Name]

APPROVED: [Name]

OWNER: ZAXBY'S RESTAURANT
ADDRESS: 1100 S. DORA AVENUE, TAMPA, FL 33606
PHONE: (813) 288-1100
FAX: (813) 288-1101

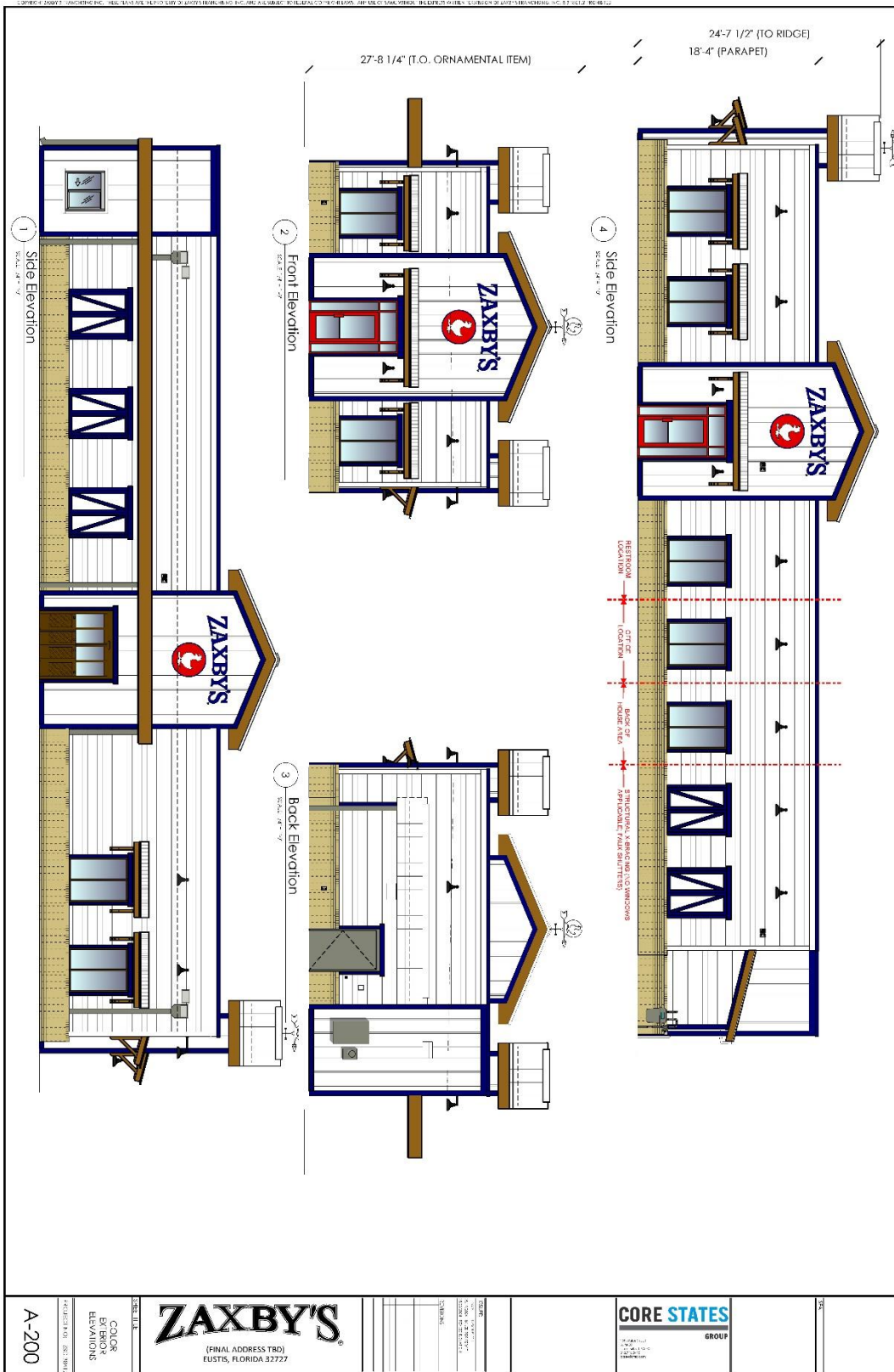
100 North Timber Ave
Tampa, Florida 33606
Office: (813) 363-8841
Fax: (813) 363-8849
Certificate of Authorization Number: 32086

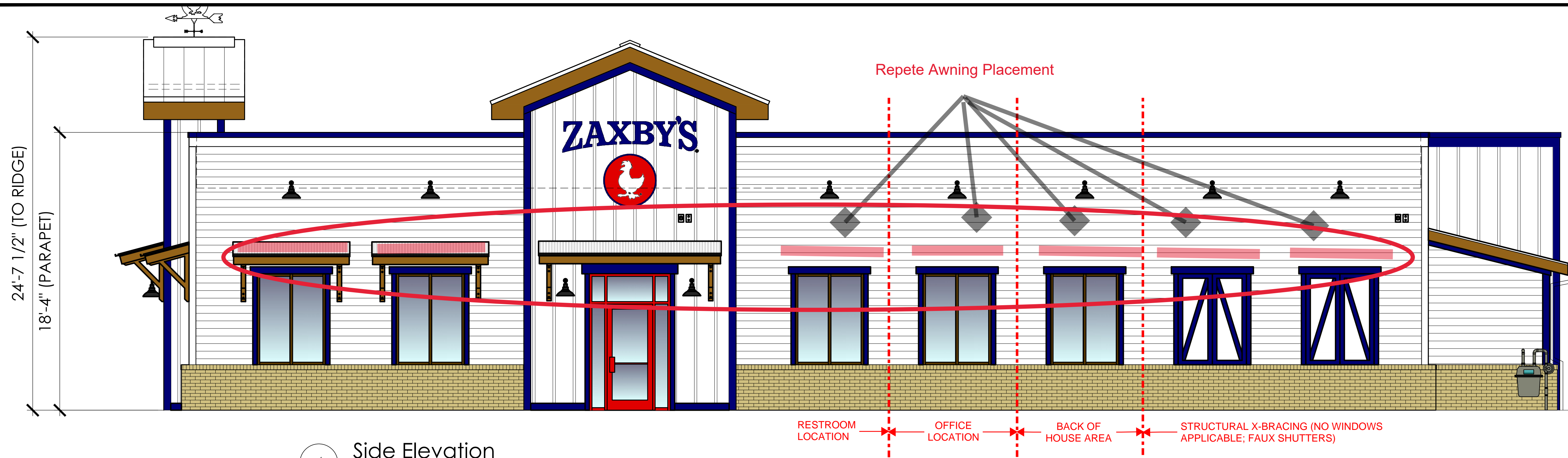
**ZAXBY'S
EUSTIS**

**SITE
PLAN**

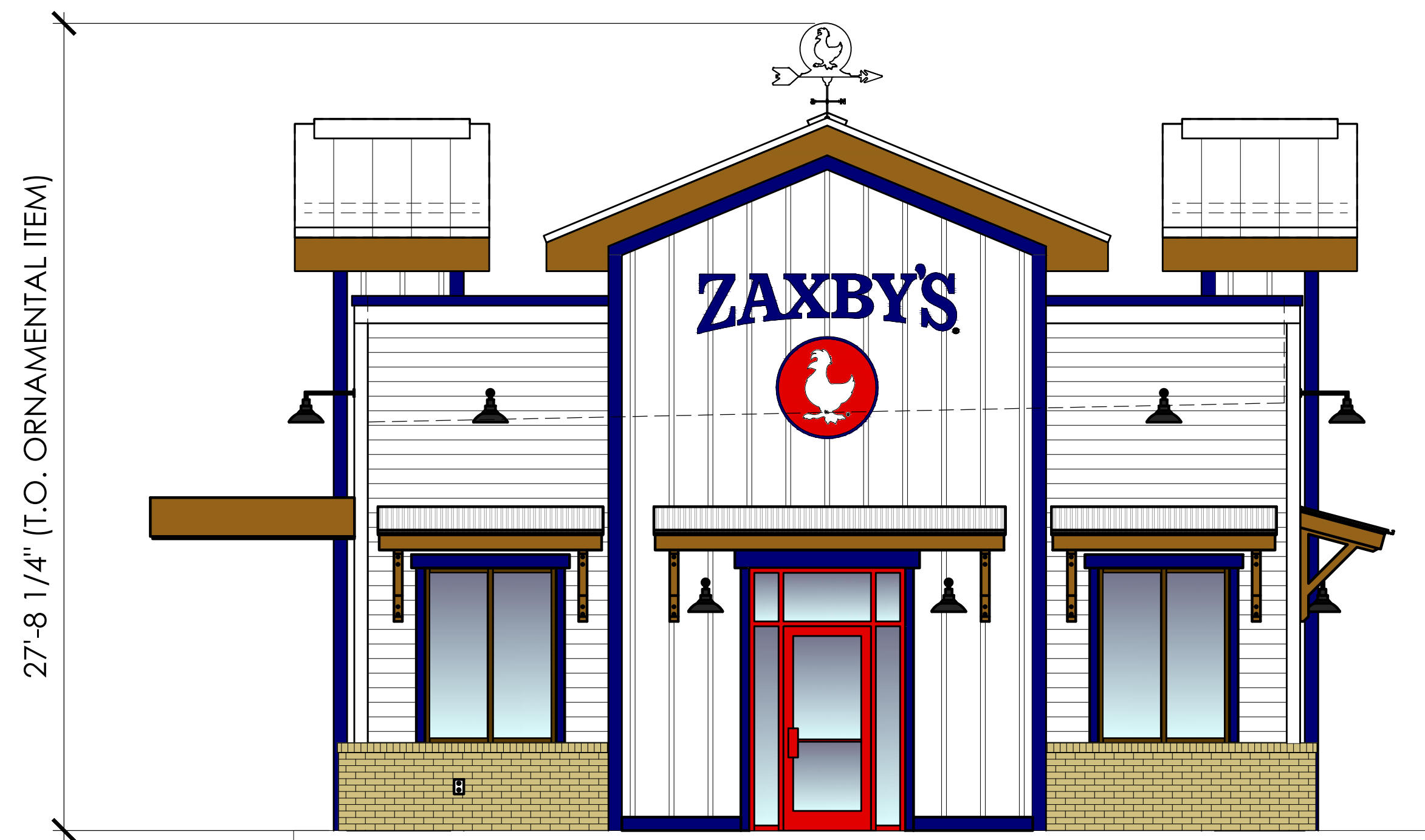
DATE	REVISION
05/20/14	ISSUED FOR PERMITS
06/10/14	REVISED PER 05-21-14 CITY OF BUSBY COMMENTS (SHP)
06/10/14	REVISED PER 05-21-14 CITY OF BUSBY COMMENTS (SHP)

EXHIBIT B: BUILDING ELEVATIONS

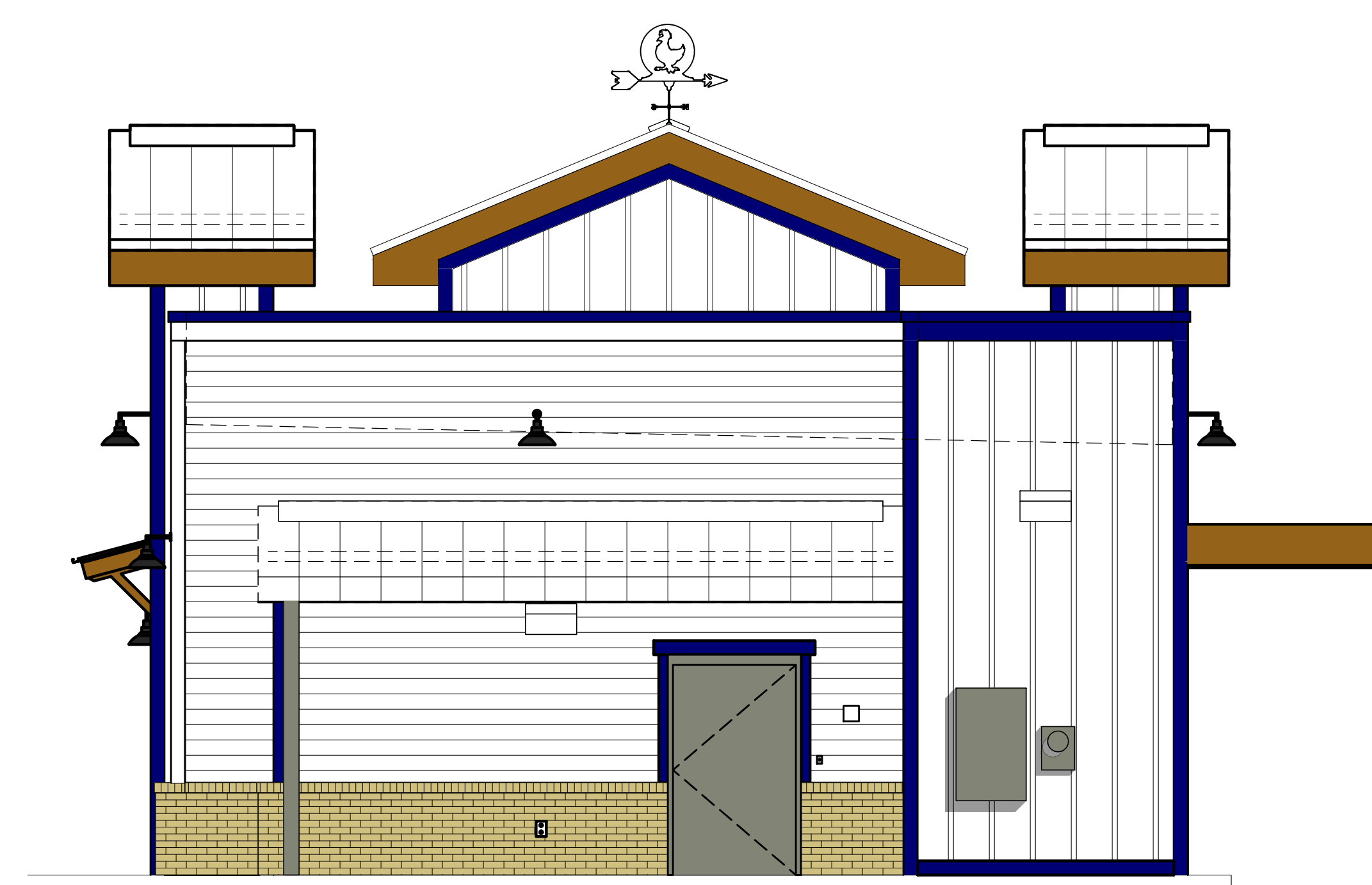




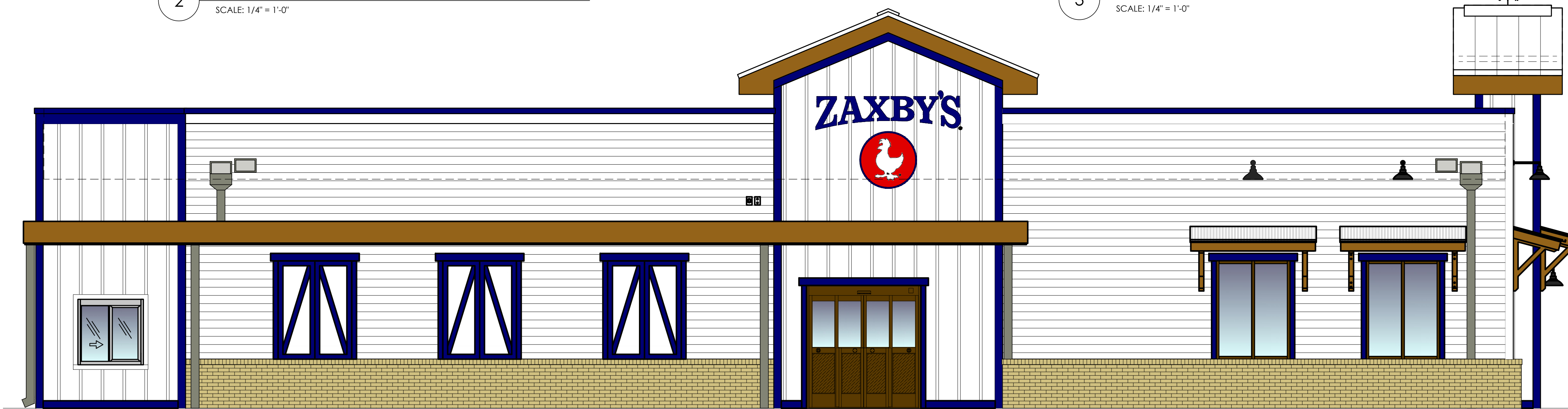
4 Side Elevation
SCALE: 1/4" = 1'-0"



2 Front Elevation
SCALE: 1/4" = 1'-0"



3 Back Elevation
SCALE: 1/4" = 1'-0"



1 Side Elevation
SCALE: 1/4" = 1'-0"

COPYRIGHT ZAXBY'S FRANCHISING INC. THESE PLANS ARE THE PROPERTY OF ZAXBY'S FRANCHISING INC. AND ARE SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF SAME WITHOUT THE EXPRESS WRITTEN PERMISSION OF ZAXBY'S FRANCHISING INC. IS STRICTLY PROHIBITED.

SEAL

CORE STATES
GROUP

135 W. Main Street
Tampa, FL 33602
813.281.1111
corestates.com

ISSUED

DATE	DESCRIPTION
05/09/2024	ISSUED FOR PERMIT
05/28/2024	REVISED ELEVATIONS

REVISIONS

NO.	DESCRIPTION

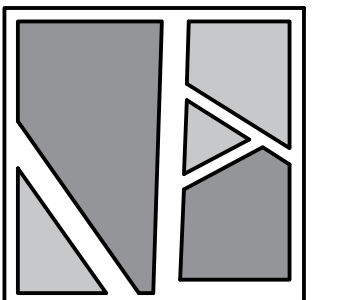
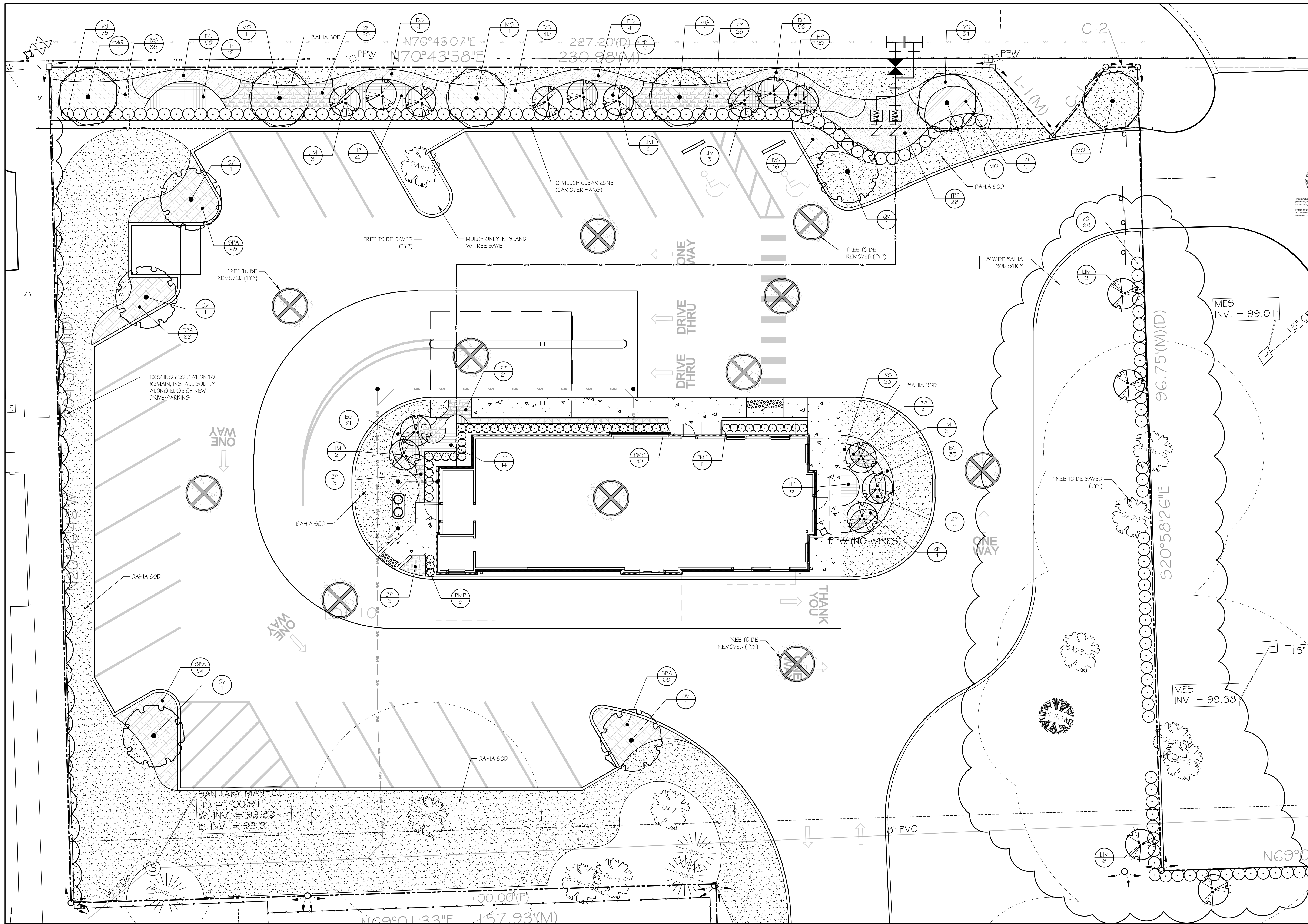
ZAXBY'S
(FINAL ADDRESS TBD)
EUSTIS, FLORIDA 32727

SHEET TITLE:

COLOR
EXTERIOR
ELEVATIONS

PROJECT NO: ZSC.38412

A-200



VERLANDER
LANDSCAPE
ARCHITECTURE

9880 Monclair Circle
Appt. 11, 32703
steven@verlanderla.com
407.834.4104
www.verlanderla.com



Digitally
signed by
Steven P
Verlander
Date:
2024.06.06
14:57:58
-04'00'

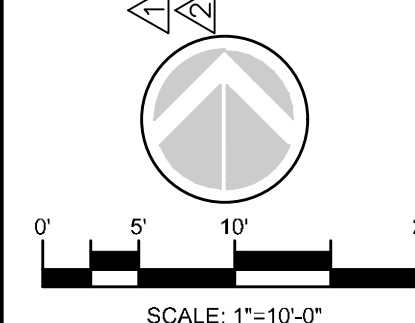
STEVEN P. VERLANDER, PLA
License No. LA6667258

LANDSCAPE_PLAN

ZAXBY'S EUSTIS

CITY OF EUSTIS, FLORIDA

REVISIONS	
DATE	DESCRIPTION
4/26/2024	ROUND 1 COMMENTS
5/30/2024	ROUND 2 COMMENTS



PROJ.: 2351
SCALE: 1"=10'-0"
DATE: 1/19/23
SHEET:

L-300



STEVEN P. VERLANDER, PLA
License No. LA6667258

LIST, NOTES, AND DETAILS

ZAXBY'S EUSTIS

CITY OF EUSTIS, FLORIDA

REVISIONS

DATE	BY	SPV	ROUND	1	COMMENTS
4/26/2024	SPV		ROUND	1	
5/30/2024	SPV		ROUND	2	



PROJ.: 2351
SCALE:
DATE: 1/19/23
SHEET:

L-302

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	REMARKS
TREES							
LIM	30	Lagerstroemia fauriei 'Muskegee'	Multi-Trunk Lavender Crape Myrtle	30 gal		7' - 8'	3-5 MAIN TRUNKS, LAVENDAR
MG	8	Magnolia grandiflora D.D. Blanchard	Southern Magnolia	30 gal	2"	12'	WELL DEVELOPED PYRAMIDAL FORM, SPEC QUALITY
QV	5	Quercus virginiana	Southern Live Oak	30 gal	2"	12'	SINGLE STRAIGHT TRUNK, WELL DEVELOPED CANOPY
SHRUBS							
PMP	53	Podocarpus macrophyllus 'Dwarf Pringles'	Dwarf Podocarpus	7 gal		3' HT	
VO	246	Viburnum odoratissimum	Sweet Viburnum	3 gal			36"x30" OA., 36" oc
SHRUB AREAS							
EG	244	Evolvulus glomeratus	Blue Daze	1 gal@		18' o.c.	
HP	97	Hamelia patens	Fire Bush	3 gal@		30' o.c.	
IVS	152	Ilex vomitoria 'Schillings Dwarf'	Dwarf Schillings Holly	3 gal		24" o.c.	
LO	11	Loropetalum chinense 'Plum'	Loropetalum	3 gal@		36" o.c.	COMPACT VARIETY
SFA	178	Spartina bakeri	Sand Cord Grass	1 gal@		24" o.c.	
TRF	26	Tripsacum flondana	Dwarf Fakahatchee	3 gal@		36" o.c.	
ZP	90	Zamia pumila	Cootie	3 gal@		30' o.c.	
SOD/SEED							
PAN	10,109 sf	Paspalum notatum	Argentine Bahua Sod	sod			SOLD SOD

	LANDSCAPE REQUIREMENTS	
	REQUIRED	PROVIDED
PARKING LOT	3 TREES 2,778.9 SF LANDSCAPE	6 TREES 6,288 SF LANDSCAPE
BUILDING FOUNDATION	5 UNDERSTORY TREES	5 UNDERSTORY TREES
BUFFERS NORTH (PUBLIC STREET)	6 CANOPY TREES 8 UNDERSTORY TREES CONTINUOUS HEDGE 75% SHRUBS GROUND COVER (2,657 SF)	6 CANOPY TREES 8 UNDERSTORY TREES CONTINUOUS HEDGE 78% SHRUBS GROUND COVER (2,776 SF)
SOUTH	3 CANOPY TREES 5 UNDERSTORY TREES CONTINUOUS HEDGE	2 EXISTING, 2 NEW CANOPY 6 UNDERSTORY TREES CONTINUOUS HEDGE
EAST	9 CANOPY TREES 14 UNDERSTORY TREES CONTINUOUS HEDGE	6 EXISTING TREES 10 UNDERSTORY TREES CONTINUOUS HEDGE
WEST	EXISTING VEGETATION	

TREES TO BE REMOVED	
14"	TREE
20"	CAMPFOR
26"	LIVE OAK
30"	LIVE OAK
36"	LIVE OAK
37"	LIVE OAK
40"	LIVE OAK
41"	LIVE OAK
47"	LIVE OAK
48"	LIVE OAK
48"	LIVE OAK

PLANT NOTES

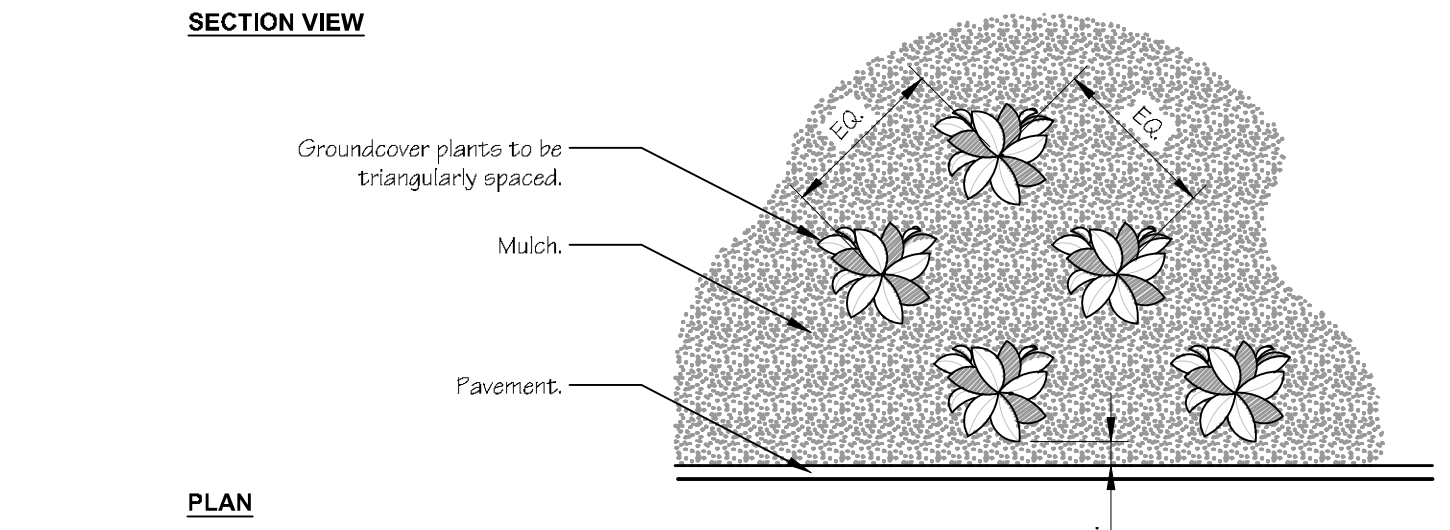
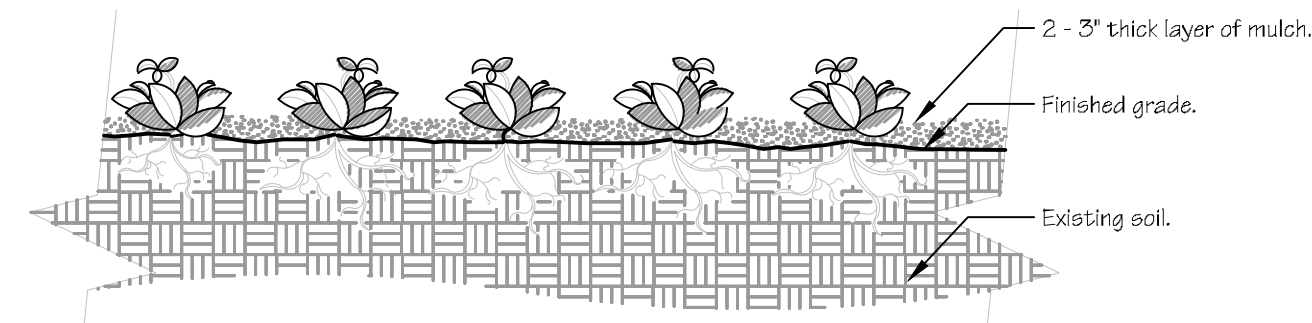
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND ALL WORK AS CALLED FOR ON THE LANDSCAPE PLANS AND IN THE LANDSCAPE SPECIFICATIONS. THE LIST OF PLANT QUANTITIES ACCOMPANYING THE PLANS SHALL BE USED AS A GUIDE ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES AT TIME OF BIDDING.
- ALL PLANT MATERIALS SHALL BE GRADED FLORIDA NO. 1 OR BETTER AS OUTLINED BY GRADES AND STANDARDS FOR NURSERY PLANTS, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF PLANT INDUSTRY, 5TH EDITION, 2015, AND SUBSEQUENT REVISIONS.
- ALL TREES ARE TO BE PLANTED 2"-3" HIGHER FROM THE BASE OF THE ROOT FLARE AT THE TRUNK TO THE FINISHED SURROUNDING GRADE. NOTE: IT IS CRITICAL THAT THE ROOT FLARE BE EXPOSED PRIOR TO INSTALLATION TO VERIFY PROPER PLANTING DEPTH. EXCAVATION FOR NEW TREES IS TO BE TWICE THE DIAMETER OF THE ROOTBALL AND AS NOTED ABOVE, PLANTED 2"-3" HIGHER FROM THE SURROUNDING GRADE TO THE BASE OF THE ROOT FLARE AT THE TRUNK.
- ALL PLANT BEDS SHALL BE TOP DRESSED WITH 3" DEEP LAYER OF PINE BARK MINI NUGGETS. TOP OF ROOTBALLS FOR TREES ARE TO KEEP MULCH 12"-18" FROM BASE OF TRUNK. MULCH RING AROUND TREES IN LAWN AREAS IS TO BE 3'-4" DIAMETER AND IS TO ENCOMPASS GUY WIRE LOCATIONS. ASIATIC JASMINE BEDS TO RECEIVE 1" DEEP LAYER OF PINE BARK FINES. TREE SAUCERS ARE TO BE REMOVED AFTER PLANT/TREE ESTABLISHMENT, EXCESS SOIL IS NOT TO BE PUSHED ON ROOTBALL.
- LANDSCAPE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR STABILITY AND PLUMB CONDITION OF ALL TREES AND SHRUBS AND SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY INSTABILITY OF ANY PLANT MATERIALS. STAKING OF TREES OR SHRUBS, IF DESIRED OR IF REQUESTED BY THE LANDSCAPE ARCHITECT, SHALL BE DONE USING A METHOD AGREED UPON BY THE LANDSCAPE ARCHITECT.
- EXISTING PLANTS MAY BE USED IF THEY MEET THE MINIMUM SPECIFICATIONS AS OUTLINED IN THE PLANT LIST. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE SURVIVAL OF RELOCATED PLANT MATERIAL AND PROVIDE REPLACEMENTS OF IDENTICAL SPECIES AND SIZE IF REQUIRED.
- ALL EXISTING PLANT MATERIAL AND VEGETATIVE COVER (LAWN OR VOLUNTEER VEGETATION) NOT SHOWN ON THE PLAN SHALL BE REMOVED FROM THE SITE. LANDSCAPE CONTRACTOR SHALL ALSO DISPOSE OF STUMPS AND MAJOR ROOTS OF ALL PLANTS TO BE REMOVED. ANY DEPRESSIONS CAUSED BY REMOVAL OPERATIONS SHALL BE FILLED WITH FERTILE, FRIABLE SOIL, PLACED AND COMPACTED SO AS TO RE-ESTABLISH PROPER GRADE FOR NEW PLANTINGS AND/OR LAWN AREAS. FINISH GRADE BEFORE PLANTING SHALL BE 3" BELOW FINISH SURFACE OF ADJACENT PAVING OR TOP OF ADJACENT CURBS.
- LANDSCAPE CONTRACTOR SHALL REVIEW ARCHITECTURAL/ENGINEERING PLANS TO BECOME THOROUGHLY FAMILIAR WITH SURFACE AND SUBSURFACE UTILITIES.
- LANDSCAPE CONTRACTOR SHALL COORDINATE WITH THE LIGHTING AND IRRIGATION CONTRACTORS REGARDING TIMING OF THE INSTALLATION OF PLANT MATERIALS.
- EVERY POSSIBLE SAFEGUARD SHALL BE TAKEN TO PROTECT BUILDING SURFACES, PAVED SURFACES, EQUIPMENT AND FURNISHINGS. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY WHICH MAY OCCUR AS A RESULT OF HIS NEGLIGENCE IN THE PROSECUTION OF THE WORK.
- THE LANDSCAPE CONTRACTOR SHALL ASSURE THAT HIS WORK DOES NOT INTERRUPT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS.
- THE LANDSCAPE CONTRACTOR SHALL ASSURE ADEQUATE VERTICAL DRAINAGE IN ALL PLANT BEDS AND PLANTERS. VERTICAL DRILLING THROUGH ANY COMPACTED FILL TO NATIVE SOIL SHALL BE ACCOMPLISHED TO ASSURE DRAINAGE. DO NOT INSTALL PLANTINGS IF DRAINAGE IS NOT SUITABLE FOR OPTIMUM PLANT GROWTH.
- THE PARKING LOT ISLANDS WILL BE COMPACTED DURING THE PAVEMENT CONSTRUCTION PROCESS. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ADEQUATE DRAINAGE IN THESE AREAS AND SHALL DRILL, ROTOTILL, OR TAKE SUCH OTHER ACTIONS AS ARE NECESSARY TO INSURE PROPER VERTICAL DRAINAGE NECESSARY FOR THE ESTABLISHMENT OF PLANT GROWTH.
- ROOT BARRIER - WHERE CANOPY TREES ARE WITHIN 8' OF AN EXISTING OR PROPOSED WALK/DRIVE/CURB, PROVIDE AND INSTALL A 24" DEEP, 20' LONG SECTION OF ROOT BARRIER PRODUCT, (CENTERED ON THE TREE). ACCEPTABLE ROOT BARRIER PRODUCTS ARE: DEEP ROOTUS

24-2, ND5 EP SERIES OR ROOT BARRIER ROLL/24" DEEP OR EQUAL.

- AREAS TO BE SODDED ARE INDICATED ON THE PLANTING PLAN. THE LANDSCAPE CONTRACTOR IS ADDITIONALLY RESPONSIBLE FOR THE REPAIR OF GRADE AND RE-ESTABLISHMENT OF LAWN IN ALL AREAS DISTURBED BY CONSTRUCTION OR STAGING ACTIVITIES OUTSIDE OF INDICATED SOD LIMITS (REFER TO CIVIL ENGINEERING PLANS FOR ANY OFF-SITE WORK THAT MAY REQUIRE GRASSING), GRADING AND LAWN RE-ESTABLISHMENT SHALL BE TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT.
- ALL SITE LANDSCAPE AREA SOILS SHALL BE TESTED FOR PLANTING SUITABILITY (PH, FERTILITY, PERCOLATION, TOXICITY, ETC.). IF CERTAIN SOILS ARE FOUND TO BE UNSUITABLE, CONTRACTOR SHALL PROVIDE A PROGRAM OF CORRECTIVE ACTIONS. IF THESE SOILS ARE FOUND TO BE GENERALLY SUITABLE, THE CONTRACTOR SHALL PROCEED WITH NORMAL SOIL AMENDMENTS AND PLANTING PROCEDURES TO ASSURE THE VIGOROUS GROWTH OF THE SPECIFIED LANDSCAPE MATERIALS. REFER TO LANDSCAPE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- IMPORTANT - FIRE DEPARTMENT PLANTING CLEARANCES - MINIMUM MANDATORY CLEARANCE OF 7 1/2 FEET TO THE FRONT AND 4' TO THE REAR OF ALL FIRE HYDRANTS SHALL BE MAINTAINED (FPFC 2007). MINIMUM MANDATORY CLEARANCE OF 7 1/2 FEET TO THE FRONT AND BOTH SIDES OF ALL FIRE DEPARTMENT CONNECTIONS SHALL BE MAINTAINED (FPFC 2007) AS PER FLORIDA FIRE PREVENTION CODE. THESE REQUIREMENTS OVERRIDE ALL LANDSCAPE PLANS, COORDINATE EQUIPMENT LOCATIONS PRIOR TO INSTALLATION OF PLANTINGS TO INSURE COMPLIANCE WITH CODE.
- IMPORTANT - DIRECTIONAL/STOP/SAFETY SIGNAGE PLANTING CLEARANCES - PROVIDE NECESSARY CLEARANCES WITH TREE/PALM TRUNK AND CANOPY CLEARANCES TO AFFORD CLEAR LINE OF SIGHT TO ALL SITE/PARKING LOT SIGNAGE. COORDINATE SIGNAGE LOCATIONS, ESPECIALLY THE STOP SIGN LOCATIONS IN THE PARKING LOT ISLANDS PRIOR TO INSTALLATION OF THE TREES AND PALMS. AS A MINIMUM, PALMS ARE TO BE 6'-7' AWAY (TO THE SIDE) OF THE STOP SIGNS, CANOPY TREES TO BE A MINIMUM OF 10' AWAY.

19. IRRIGATION REQUIREMENTS: PERMANENT IRRIGATION SYSTEM SHALL BE INSTALLED AS FOLLOWS:

- CONTROLLER - AN AUTOMATIC IRRIGATION CONTROLLER IS TO BE INSTALLED FOR THE WATER MANAGEMENT OF THE IRRIGATION APPLICATIONS.
- A RAIN SENSOR SHALL BE INSTALLED AND IS TO BE UNOBSTRUCTED FROM THE SKY.
- SPRINKLER THROW SHALL NOT EXCEED HEAD TO HEAD COVERAGE AND SHALL NOT HAVE OVERTHROW TO IMPERVIOUS SURFACES OR BUILDINGS.
- SPRAY HEADS: ALL IRRIGATION SPRAY HEADS SHALL INCORPORATE PRESSURE COMPENSATING NOZZLES. ROTARY HEADS WITH FIXED PATTERN SPRAY HEADS SHALL NOT BE INSTALLED IN THE SAME ZONE.
- WATER VELOCITY: APPLICATION RATES FOR ALL SPRINKLERS AND EMITTERS SHALL BE MATCHED WITHIN EACH IRRIGATION ZONE, BUT WATER VELOCITIES SHALL NOT EXCEED 5 FEET PER SECOND.
- PIPING: INSTALLED PIPING SYSTEMS SHALL BE FREE FROM LEAKAGE.
- TO MINIMIZE TERMITE, ROT AND MILDEW POTENTIAL, IRRIGATION HEADS SHALL NOT BE LOCATED WITHIN 2 FEET OF ANY BUILDING. HOWEVER, DRIP AND MICRO-IRRIGATION SYSTEMS MAY BE UTILIZED IN THIS AREA.
- ALL NEW TREES TO HAVE EITHER TWO BUBBLERS OR BUBBLER RING AND ARE TO BE ON A SEPARATE ZONE.



1 GROUNDCOVER

3/4" = 1'-0"

JPLPA, TREE FOUNDATION, © 2014
OPEN SOURCE FREE TO USE
FX-PL-FX-GROU-01

2 NATIVE SHRUB PLANTING

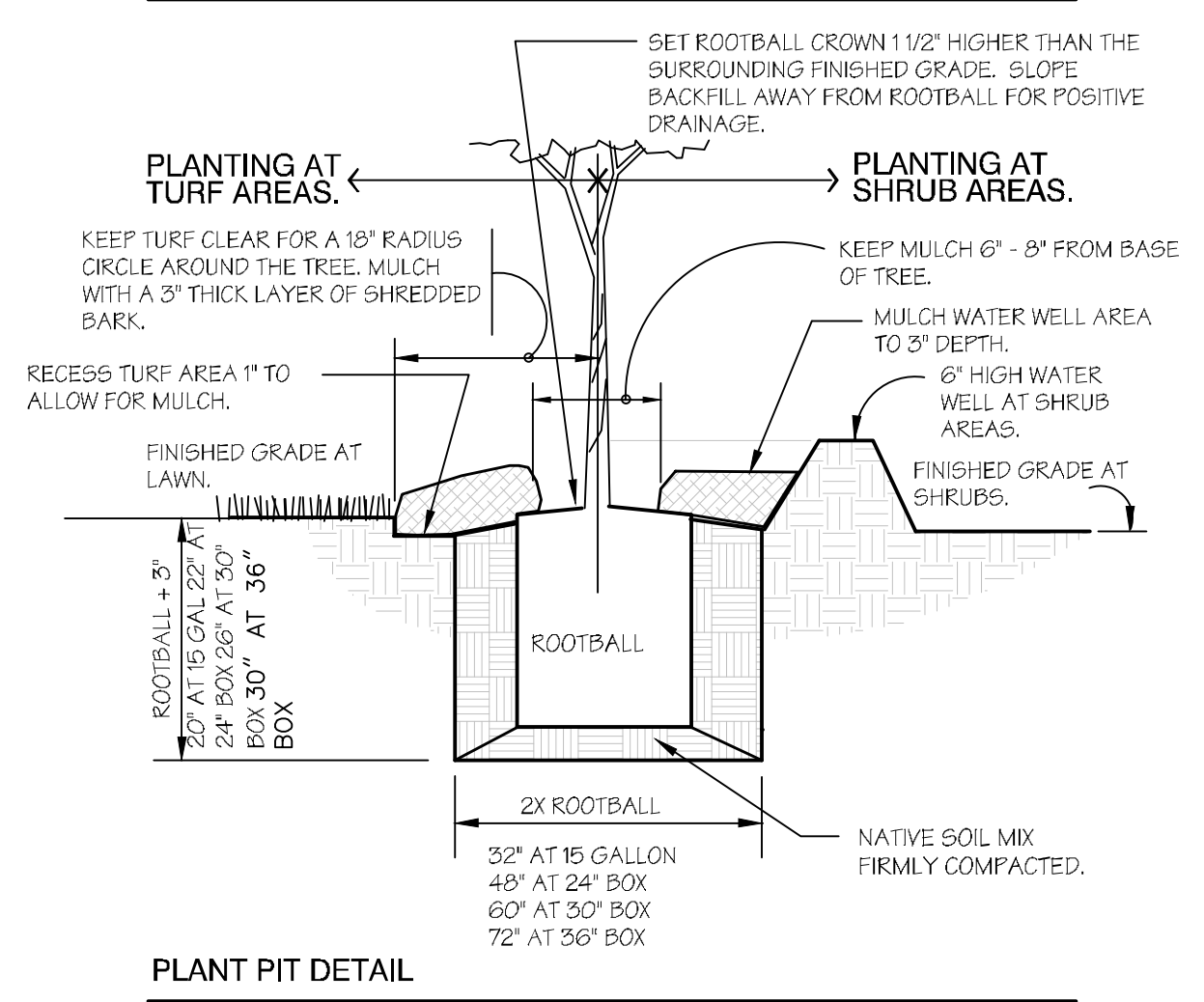
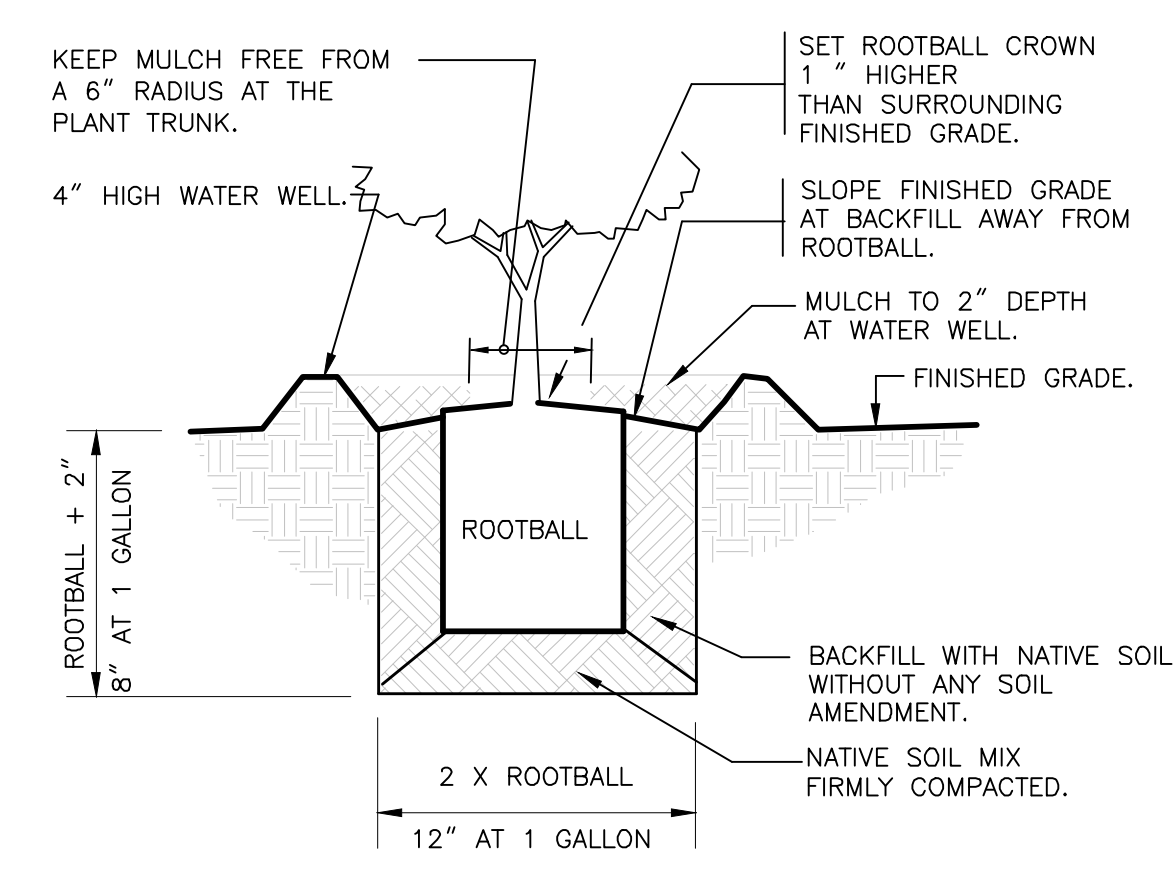
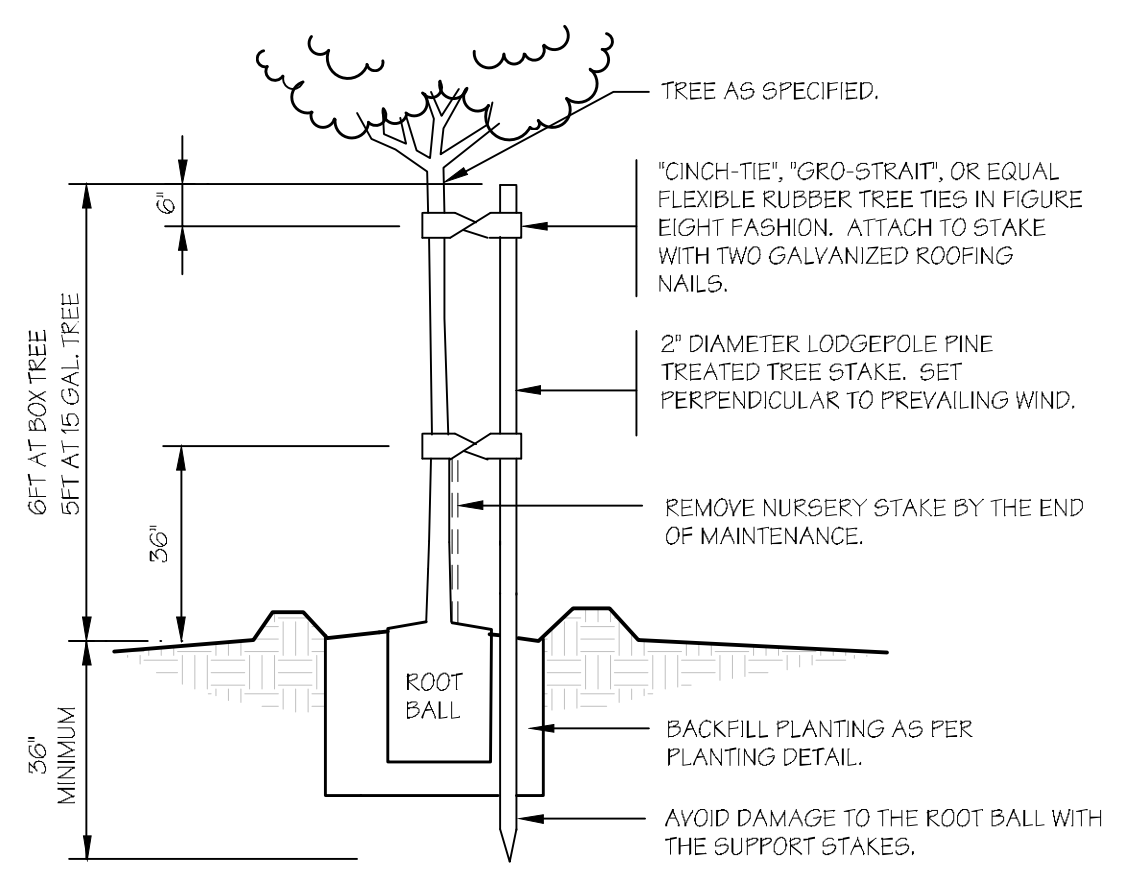
1" = 1'-0"

FX-PL-FX-SHRUB-09

3 TREE SINGLE STAKE PLANTING

1" = 1'-0"

FX-PL-FX-TREE-01



SITE PLAN FOR ZAXBY'S EUSTIS

SECTION 22, TOWNSHIP 19 SOUTH, RANGE 26 EAST LAKE COUNTY, FLORIDA CITY OF EUSTIS

LEGAL DESCRIPTION:

(PER TITLE COMMITMENT NO. CD212308007)

PARCEL 1:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 26 EAST, THENCE RUN N64°02'24"W FOR 334.76 FEET TO AN IRON PIN (NO LD), THENCE RUNNING WITH THE NORTHERLY LINE OF LAKE SAUNDERS SUBDIVISION (P.B. 4, PG. 30) S69°01'33"W FOR 262.84 FEET TO A IRON PIN (LB 7064) AND THE POINT OF BEGINNING; THENCE CONTINUING WITH SAID SUBDIVISION S69°01'33"W FOR 266.93 FEET TO AN IRON PIN (LB 7064), PASSING AN IRON PIN FOUND (R.L.S. 1916) AT 108.68 FEET; THENCE TURNING AND RUNNING N20°46'46"W FOR 204.57 FEET TO A CONCRETE MONUMENT FOUND (NO. LD.) ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 411/S.R. 500; THENCE RUNNING WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 411/S.R. 500 FOR FOUR (4) COURSES TO WIT: (1) N70°43'07"E FOR 227.20 FEET TO AN IRON PIN (FDOT); THENCE (2) S66°24'00"E FOR 25.07 FEET TO AN IRON PIN (FDOT); THENCE (3) A NON RADIAL CURVE TO THE RIGHT (CONCAVE EASTERLY) WITH A CHORD BEARING OF N18°06'35"E FOR A CHORD DISTANCE OF 21.48 FEET (R=117.50'; L=21.51') TO AN IRON PIN (FDOT); THENCE (4) A NON RADIAL CURVE TO THE RIGHT (CONCAVE SOUTHERLY) WITH A CHORD BEARING OF N70°33'35"E FOR A CHORD DISTANCE OF 7.74 FEET (R=2814.93'; L=7.74') TO AN IRON PIN (FDOT); THENCE LEAVING SAID RIGHT-OF-WAY RUN S20°58'26"E FOR 196.75 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN LAKE COUNTY, FLORIDA.

PARCEL 2:

LOT 15, LAKE SAUNDERS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 30, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3:

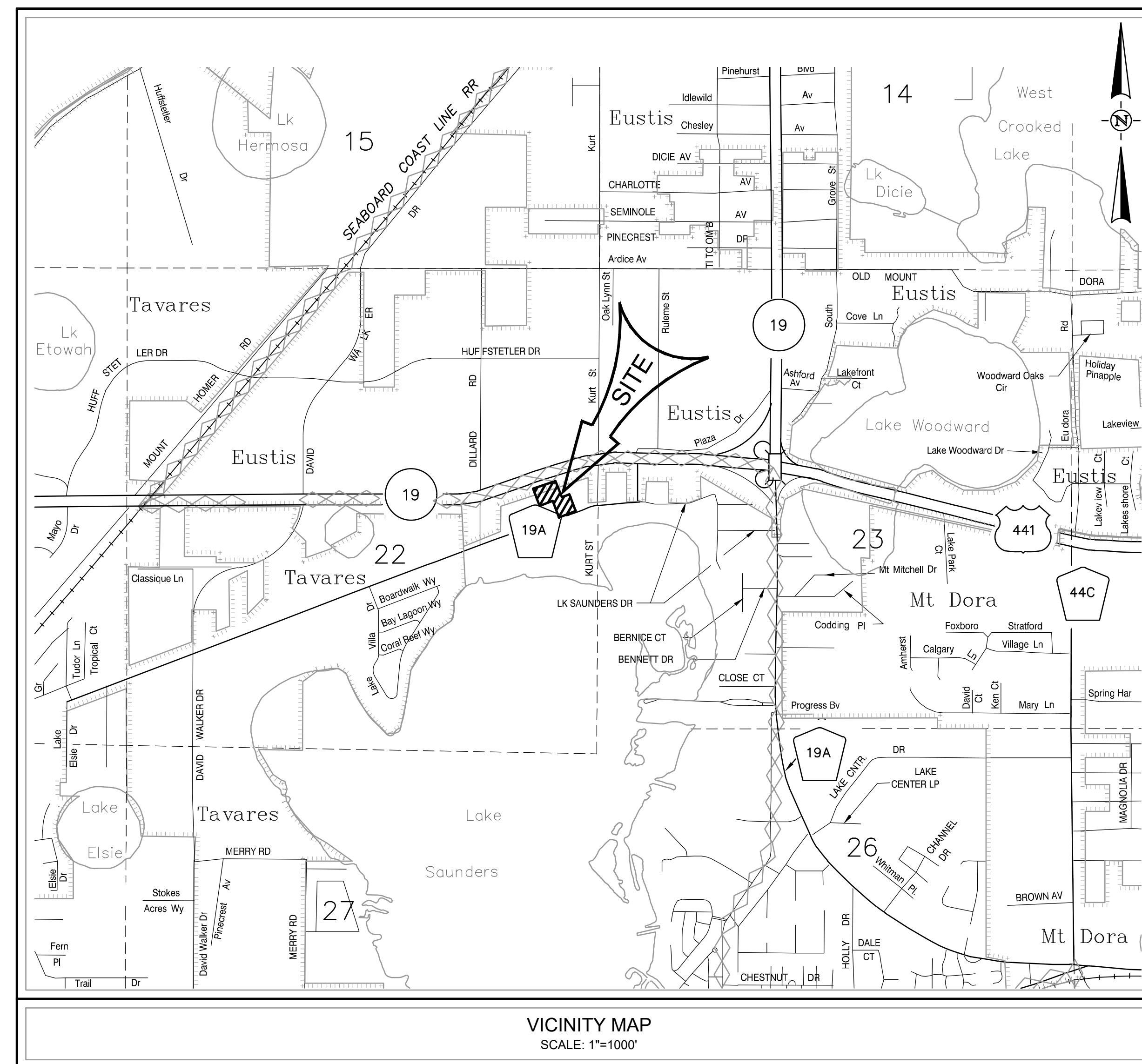
LOT 16, LAKE SAUNDERS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 30, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

TOGETHER WITH:

ACCESS EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS AS IS MORE PARTICULARLY SET FORTH IN THAT CERTAIN COVENANTS AND CONDITIONS OF THAT CERTAIN DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS RECORDED IN OFFICIAL RECORDS BOOK 1566, PAGE 756, AS AFFECTED BY: WATER RETENTION AREA PARTICIPATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5022, PAGE 2355, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AS TO PARCELS 1, 2 AND 3)

ALSO TOGETHER WITH:

A PERPETUAL, NONEXCLUSIVE EASEMENT FOR INGRESS AND EGRESS UNDER, OVER AND ON THAT PORTION OF THE SERVICED PROPERTY AS IS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN GRANT OF EASEMENT FOR INGRESS, EGRESS AND UTILITIES RECORDED IN OFFICIAL RECORDS BOOK 4 724, PAGE 12, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (AS TO PARCEL 1)



VARIANCES:

- PER COMMERCIAL BUILDING LOT 110.4.13
1. STREET SETBACK FROM 75' MAX. TO 90' MAX.
 2. FRONTAGE BUILD OUT FROM 50' MIN. TO 32% MIN.
- PER BUILDING DESIGN STANDARDS 115-6
1. ALL DISTRICTS (115-6.1)
 2. DRIVE THROUGH SERVICES AND AUTOMOTIVE LIFTS (115-6.1.3)

INDEX OF SHEETS:

- C100 COVER SHEET
- C101 EROSION CONTROL & DEMOLITION PLAN
- C102 AERIAL PHOTOGRAPH
- C200 SITE PLAN
- C300 GRADING & DRAINAGE PLAN
- C400 UTILITY PLAN
- C401 TRUCK TURNING MOVEMENTS
- C500 PAVING & DRAINAGE DETAILS
- C501 WATER & SEWER DETAILS
- C502 CITY OF EUSTIS WATER & SEWER SPECIFICATIONS

NOTE:
APPARENT ERRORS, DISCREPANCIES, OR OMISSIONS SHALL BE BROUGHT TO THE ENGINEER OF RECORD'S ATTENTION WITHIN A REASONABLE TIME FRAME, LESS THAN 48 HOURS AFTER DISCOVERED. ADVANTAGE WILL NOT BE TAKEN OF APPARENT ERROR OR OMISSION IN THE DRAWINGS OR SPECIFICATIONS, AND THE ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATIONS AS MAY BE DEEMED NECESSARY FOR FULFILLMENT OF THE INTENT OF THE DESIGN.

Digitally signed by
Charles C. Hiott
DN: cn=Charles C.
Hiott, c=US, o=HALFF
ASSOCIATES INC.,
email=chiott@halff.com
Date: 2024.06.06
15:47:33 -04'00'

PREPARED BY:

DEVELOPER

INSIGNIS PARTNERS, LLC
110 EAST COURT STREET, SUITE 203
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PHONE 864-630-8688
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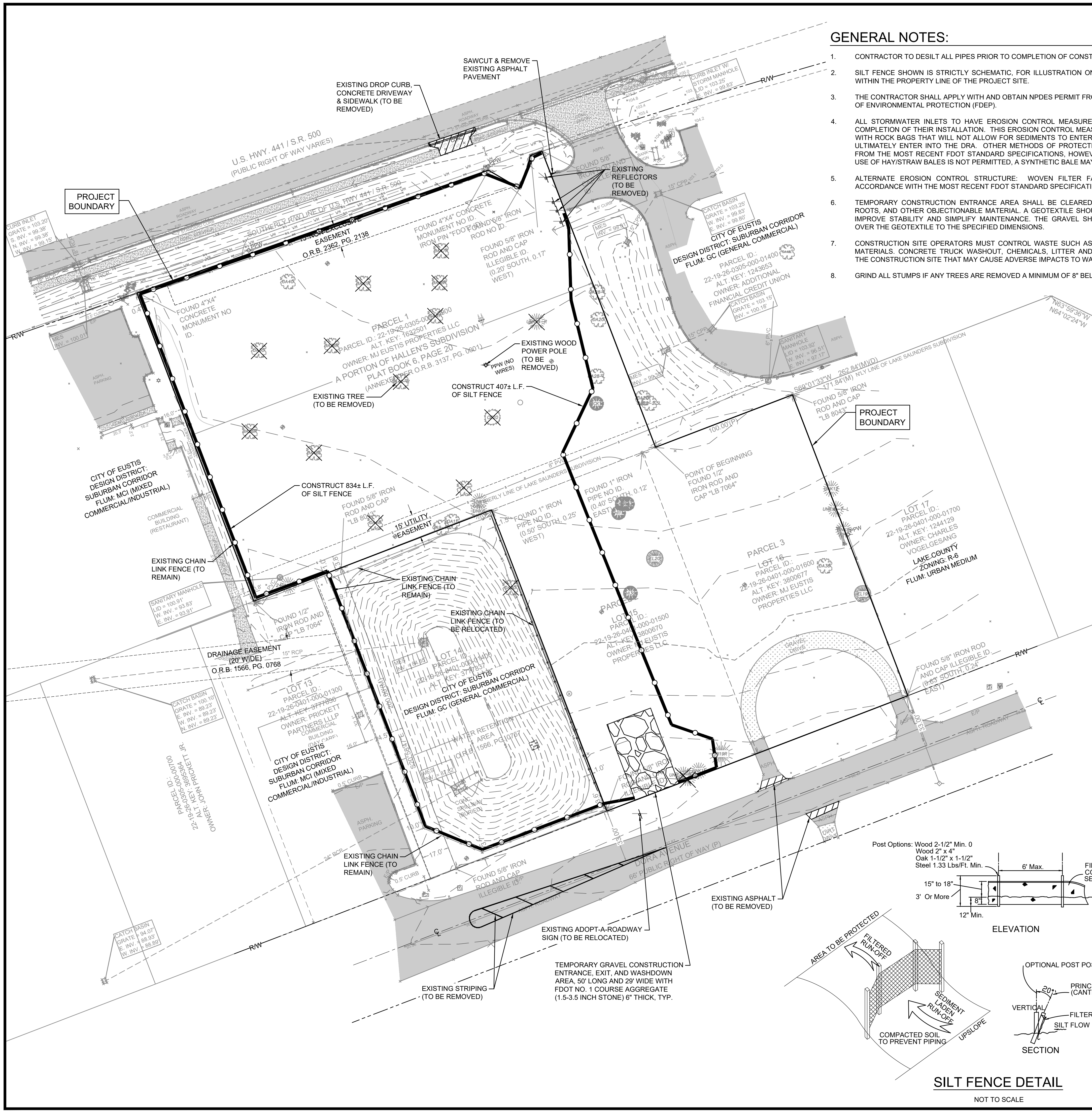
ENGINEER

HALFF ASSOCIATES
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TAVARES, FLORIDA 32778
PHONE (352) 343-8481
CONTACT: CHARLES C. HIOTT, P.E.

SURVEYOR

CANVAS LAND SURVEYING
300 N. RONALD REAGAN BLVD.
LONGWOOD, FLORIDA 32750
PHONE (321) 689-5330
CONTACT: LUKE P. FULFORD, PSM

902 North Sinclair Ave.
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Certificate of Authorization Number: 33380

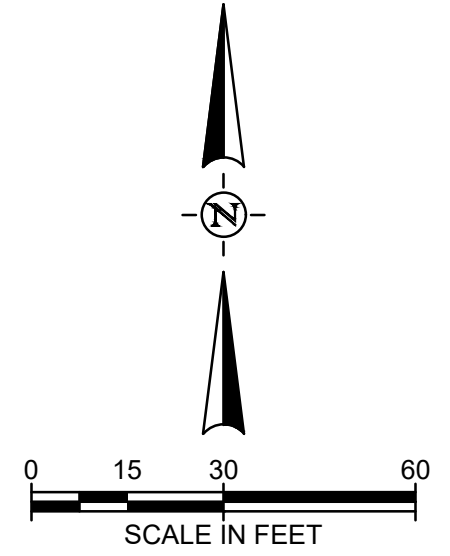


GENERAL NOTES:

1. CONTRACTOR TO DESILT ALL PIPES PRIOR TO COMPLETION OF CONSTRUCTION OF PROJECT.
2. SILT FENCE SHOWN IS STRICTLY SCHEMATIC, FOR ILLUSTRATION ONLY, ALL FENCE TO BE WITHIN THE PROPERTY LINE OF THE PROJECT SITE.
3. THE CONTRACTOR SHALL APPLY WITH AND OBTAIN NPDES PERMIT FROM THE FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION (FDEP).
4. ALL STORMWATER INLETS TO HAVE EROSION CONTROL MEASURES APPLIED UPON THE COMPLETION OF THEIR INSTALLATION. THIS EROSION CONTROL MEASURE CAN BE A "SOCK" WITH ROCK BAGS THAT WILL NOT ALLOW FOR SEDIMENTS TO ENTER INTO THE INLETS AND ULTIMATELY ENTER INTO THE DRA. OTHER METHODS OF PROTECTION CAN BE OBTAINED FROM THE MOST RECENT FDOT STANDARD SPECIFICATIONS, HOWEVER PLEASE NOTE THE USE OF HAY/STRAW BALES IS NOT PERMITTED, A SYNTHETIC BALE MAY BE USED INSTEAD.
5. ALTERNATE EROSION CONTROL STRUCTURE: WOVEN FILTER FABRIC SILT FENCE IN ACCORDANCE WITH THE MOST RECENT FDOT STANDARD SPECIFICATIONS.
6. TEMPORARY CONSTRUCTION ENTRANCE AREA SHALL BE CLEARED OF ALL VEGETATION, ROOTS, AND OTHER OBJECTIONABLE MATERIAL. A GEOTEXTILE SHOULD BE LAID DOWN TO IMPROVE STABILITY AND SIMPLY MAINTENANCE. THE GRAVEL SHALL THEN BE PLACED OVER THE GEOTEXTILE TO THE SPECIFIED DIMENSIONS.
7. CONSTRUCTION SITE OPERATORS MUST CONTROL WASTE SUCH AS DISCARDED BUILDING MATERIALS, CONCRETE TRUCK WASHOUT, CHEMICALS, LITTER AND SANITARY WASTE AT THE CONSTRUCTION SITE THAT MAY CAUSE ADVERSE IMPACTS TO WATER QUALITY.
8. GRIND ALL STUMPS IF ANY TREES ARE REMOVED A MINIMUM OF 8" BELOW FINISHED GRADE.

LEGEND:

- ASPHALT CONCRETE (TO REMAIN)
- EXISTING ASPHALT PAVEMENT (TO REMAIN)
- SILT FENCE
- ASPHALT PAVEMENT OR CONCRETE (TO BE REMOVED)
- EXISTING TREE (TO BE REMOVED)



EROSION & SEDIMENT CONTROL NOTES:

THE FOLLOWING LIST REPRESENTS A BASIC EROSION AND SEDIMENT CONTROL PROGRAM WHICH IS TO BE IMPLEMENTED TO HELP PREVENT OFF-SITE SEDIMENTATION DURING AND AFTER CONSTRUCTION OF THE PROJECT.

EROSION AND SEDIMENT CONTROL

1. TEMPORARY EROSION CONTROL STRUCTURES SHALL BE UTILIZED DURING CONSTRUCTION AT AREAS ON-SITE WHERE UNSTABILIZED GRADES MAY CAUSE EROSION PROBLEMS. EROSION CONTROL STRUCTURES MAY BE REMOVED AFTER UPSLOPE AREA HAS BEEN STABILIZED BY SOD OR COMPACTED AS DETERMINED BY THE CONTRACTOR.
2. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE COORDINATED WITH PERMANENT MEASURES TO ASSURE ECONOMICAL, EFFECTIVE AND CONTINUOUS CONTROL THROUGHOUT THE CONSTRUCTION PHASE. TEMPORARY MEASURES SHALL NOT BE CONSTRUCTED FOR EXPEDIENCY IN LIEU OF PERMANENT MEASURES.
3. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AT THE EARLIEST PREDICTABLE TIME CONSISTENT WITH GOOD CONSTRUCTION PRACTICES. ONE OF THE FIRST CONSTRUCTION ACTIVITIES SHOULD BE THE PLACEMENT OF PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AROUND THE PERIMETER OF THE PROJECT OR THE INITIAL WORK AREA TO PROTECT THE PROJECT, ADJACENT PROPERTIES AND WATER RESOURCES.
4. STORM WATER MANAGEMENT AREAS, STORM SEWER SYSTEM AND CONTROL STRUCTURES SHALL BE EXCAVATED TO ROUGH GRADE PRIOR TO BUILDING CONSTRUCTION OR PLACEMENT OF IMPERVIOUS SURFACES WITHIN THE AREA TO BE SERVED BY THOSE FACILITIES. TO PREVENT REDUCTION IN STORAGE VOLUME AND PERCOLATION RATE, ALL ACCUMULATED SEDIMENT WILL BE REMOVED FROM THE STORM WATER FACILITIES PRIOR TO FINAL GRADING, STABILIZATION AND GRASSING.
5. EROSION CONTROL STRUCTURES, SUCH AS SILT FENCE AND BERMS, SHALL BE INSTALLED AROUND INLETS AND IN SWALES TO TRAP ERODED MATERIAL, PREVENT SEDIMENTATION IN DOWN STREAM AREAS AND KEEP RUNOFF VELOCITIES LOW.
6. THE CONTRACTOR SHALL MINIMIZE THE EXTENT OF AREA EXPOSED AT ANY ONE TIME AND THE DURATION OF EXPOSURE.
7. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS NO MORE THAN FOURTEEN (14) DAYS AFTER THE CONSTRUCTION ACTIVITY IN ANY PORTION OF THE SITE THAT HAS CEASED.
8. THE CONTRACTOR WILL INSTALL A PERMANENT VEGETATIVE COVER FOR EROSION AND SEDIMENT CONTROL ON ALL LAND SURFACES DISTURBED BY CONSTRUCTION. THIS PROTECTIVE COVER MUST BE INSTALLED WITHIN FOURTEEN (14) DAYS AFTER FINAL GRADING OF THE EFFECTED LAND SURFACES. A PERMANENT VEGETATIVE COVER MUST BE ESTABLISHED WITHIN SIXTY (60) DAYS AFTER PLANTING OR INSTALLATION.
9. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE ADEQUATELY MAINTAINED TO PERFORM THEIR INTENDED FUNCTION DURING CONSTRUCTION OF THE PROJECT. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
10. PLACEMENT OF BARRIERS OR NECESSARY REPAIRS TO BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.
11. MATERIAL FROM SEDIMENT TRAPS SHALL NOT BE STOCK PILED OR DISPOSED OF IN A MANNER WHICH MAKES THEM READILY SUSCEPTIBLE TO BEING WASHED INTO ANY WATER COURSE BY RUNOFF OR HIGH WATER.
12. ANY ACCUMULATED SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE BARRIERS ARE NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED, AND SEEDED.
13. TO PROVIDE DUST CONTROL, A CONTRACTOR SHALL PROVIDE A WATER TRUCK OR IRRIGATION SYSTEM AS NEEDED, TO MAINTAIN SOIL MOISTURE.
14. IF SITE SPECIFIC CONDITIONS REQUIRE ADDITIONAL MEASURES DURING ANY PHASE OF CONSTRUCTION OR OPERATION TO PREVENT EROSION OR CONTROL SEDIMENT, BEYOND THOSE SPECIFIED IN THE EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR MUST IMPLEMENT ADDITIONAL BEST MANAGEMENT PRACTICES AS NECESSARY, IN ACCORDANCE WITH THE SPECIFICATION IN SECTION 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988).

B. PERMANENT STABILIZATION

WHERE CONSTRUCTION IS COMPLETE, PERMANENT VEGETATION SHALL BE INSTALLED AS SPECIFIED ON THE CONSTRUCTION PLANS AND IN ACCORDANCE WITH THE CONSTRUCTION SPECIFICATION DOCUMENTS. PERMANENT VEGETATION WILL INCLUDE SOD OR SEED AND MULCH.

STORMWATER MANAGEMENT SYSTEM

THE STORMWATER RETENTION PONDS SHALL BE EXCAVATED TO ROUGH GRADE PRIOR TO BUILDING CONSTRUCTION OR PLACEMENT OF IMPERVIOUS SURFACES WITHIN THE DRAINAGE AREA SERVED BY THIS FACILITY. ALL ACCUMULATED SEDIMENT MUST BE REMOVED FROM THE RETENTION POND PRIOR TO FINAL GRADING, STABILIZING AND GRASSING.

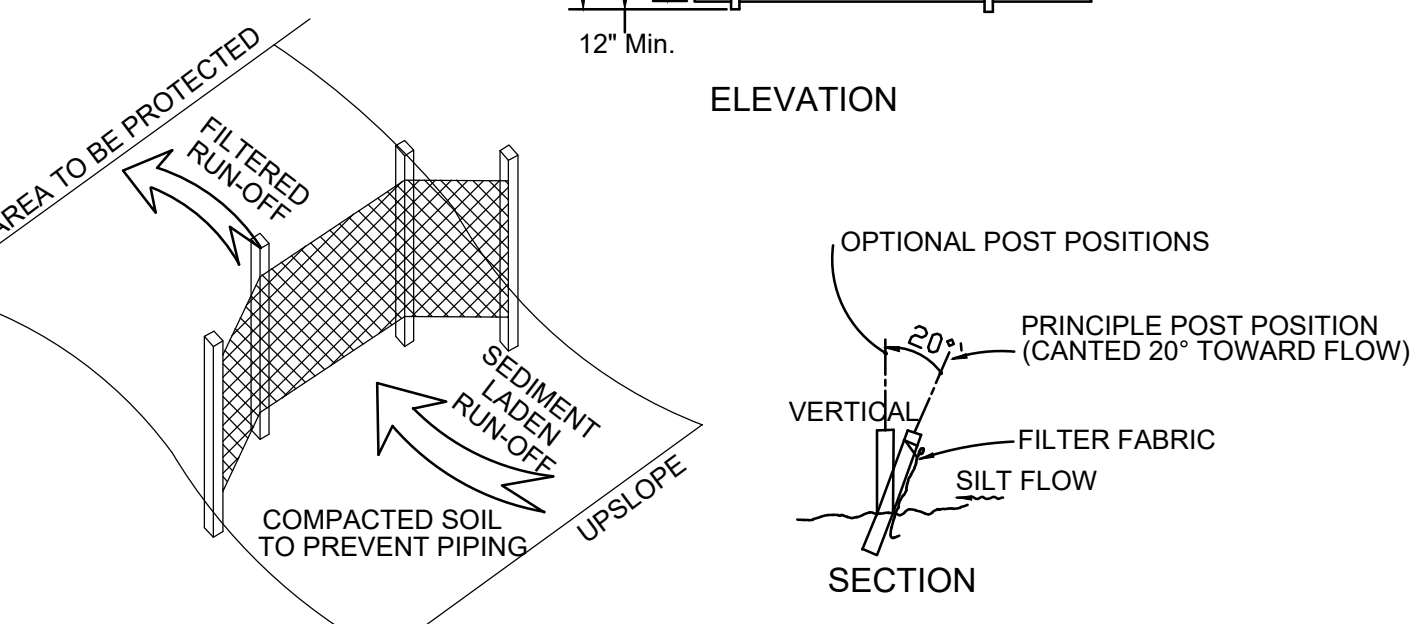
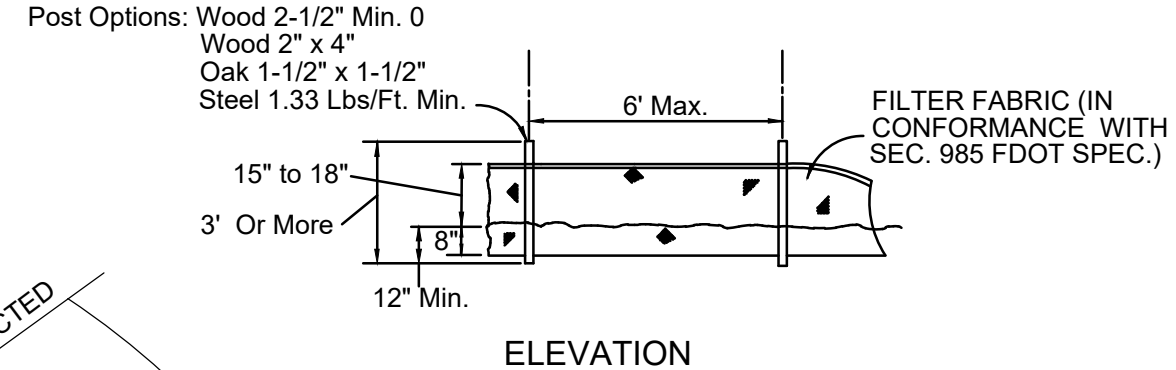
OTHER CONTROLS

A. OFFSITE VEHICLE TRACKING

PAVED STREETS ADJACENT TO THE CONSTRUCTION SITE ENTRANCE WILL BE SWEEP AS NEEDED TO PREVENT EXCESS MUD, DIRT OR ROCK FROM LEAVING THE CONSTRUCTION SITE. ALL DUMP TRUCKS HAULING MATERIAL TO AND FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARP. TEMPORARY STABILIZED OR ROCK CONSTRUCTION ENTRANCE MAY BE REQUIRE TO REMOVE EXCESS DIRT AND MUD FROM TIRES BEFORE CONSTRUCTION VEHICLES ENTER ADJACENT PAVED STREETS.

TIMING OF SEDIMENT AND EROSION CONTROL MEASURES

A SILT FENCE SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITY. A RETENTION POND AND STORM WATER CONVEYANCE SYSTEM SHALL BE CONSTRUCTED PRIOR TO THE PLACEMENT OF ANY IMPERVIOUS AREA. AREAS WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR MORE THAN 14-DAYS SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN ANY AREA, THAT AREA WILL BE STABILIZED WITH PERMANENT SEED AND MULCH OR SOD. AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT WITHIN ANY CATCH BASIN, STORM PIPES, OR RETENTION PONDS WILL BE REMOVED.



SILT FENCE DETAIL

NOT TO SCALE

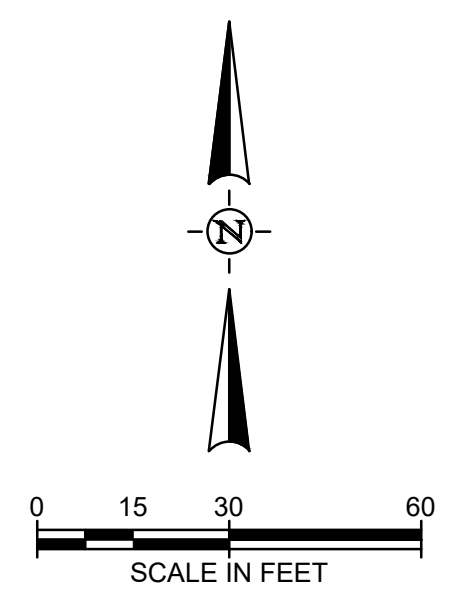
NO.	REVISION	DATE

ZAXBY'S EUSTIS
EROSION CONTROL & DEMOLITION PLAN

Office: 352.343.8481
 Tavares, Florida 32778
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 Certificate of Authorization Number: 33380

DATE:	DECEMBER 2023
DESIGNED BY:	RLG
DRAWN BY:	RLG
CHECKED BY:	CCH
JOB NO.:	055986
FILE NAME:	ZAXBYS SITE
Sheet C101	

CHARLES C. HIOTT, P.E.
 PROFESSIONAL ENGINEER NO. 54813



REVISION	DATE
1	
2	
3	
4	
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6	
7	
8	

**ZAXBYS
EUSTIS
AERIAL
PHOTOGRAPH**



Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

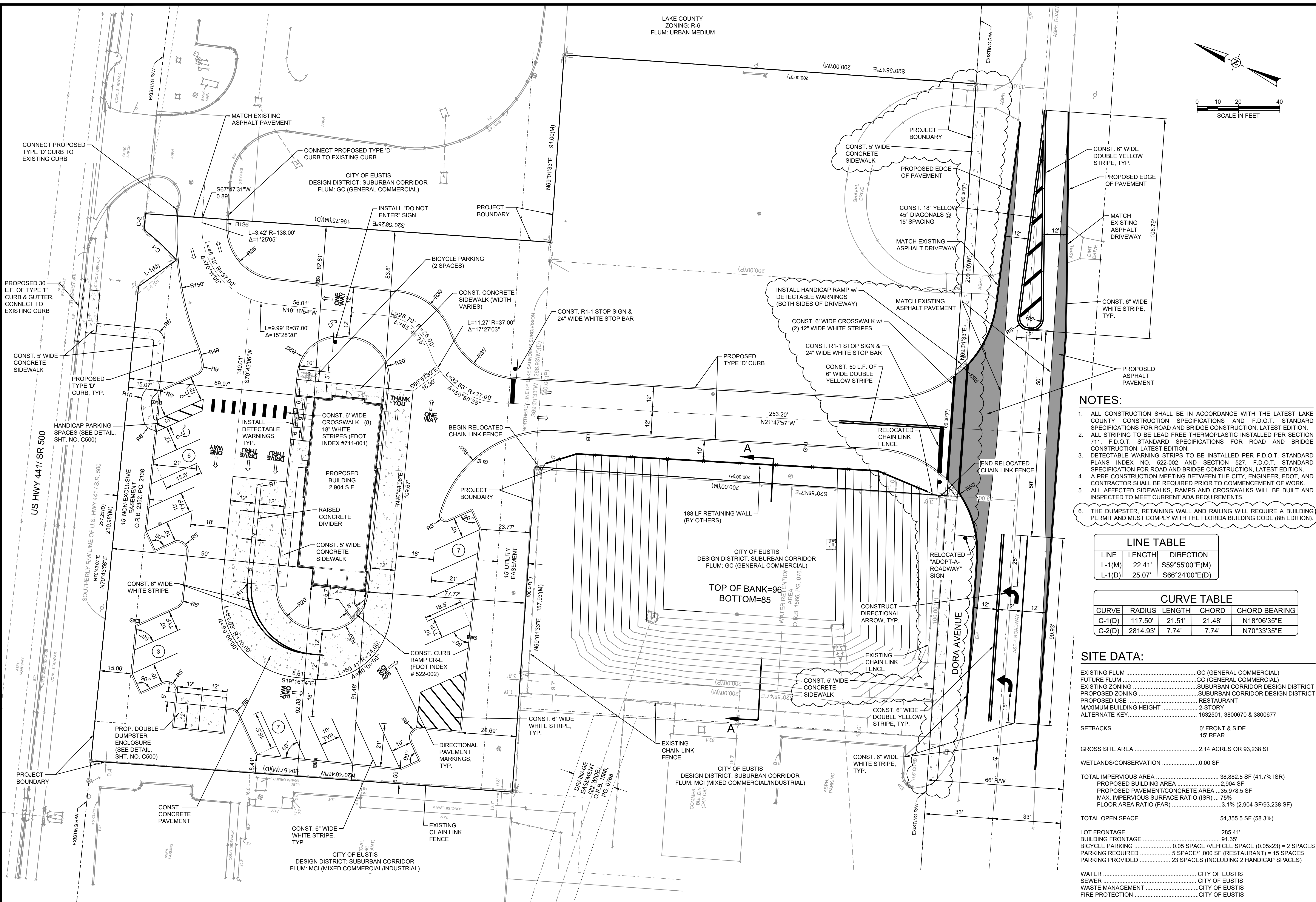
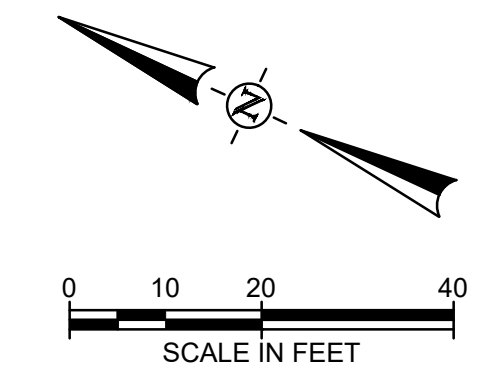
902 North Sinclair Ave.
Tavares, Florida 32778

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JOB NO.:	055986
FILE NAME:	ZAXBYS SITE
Sheet C102	

CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813

A:\50006565986\01\LD\CADD\CIVIL\CONSTRUCTION\55986 ZAXBYS SITE.dwg, 4/29/2024, 2:38:16 PM, ah528

LAKE COUNTY ZONING: R-6 FLUM: URBAN MEDIUM



- NOTES:**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST LAKE COUNTY CONSTRUCTION SPECIFICATIONS AND F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
 2. ALL STRIPING TO BE LEAD FREE THERMOPLASTIC INSTALLED PER SECTION 711, F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
 3. DETECTABLE WARNING STRIPS TO BE INSTALLED PER F.D.O.T. STANDARD PLANS INDEX NO. 522-002 AND SECTION 527, F.D.O.T. STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
 4. A PRE CONSTRUCTION MEETING WITH THE CITY, ENGINEER, FOOT, AND CONTRACTOR SHALL BE REQUIRED PRIOR TO COMMENCEMENT OF WORK.
 5. ALL AFFECTED SIDEWALKS, RAMPS AND CROSSWALKS WILL BE BUILT AND INSPECTED TO MEET CURRENT ADA REQUIREMENTS.
 6. THE DUMPSTER, RETAINING WALL AND RAILING WILL REQUIRE A BUILDING PERMIT AND MUST COMPLY WITH THE FLORIDA BUILDING CODE (8th EDITION).

LINE TABLE

LINE	LENGTH	DIRECTION
L-1(M)	22.41'	S59°55'00"E(M)
L-1(D)	25.07'	S66°24'00"E(D)

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING
C-1(D)	117.50'	21.51'	21.48'	N18°06'35"E
C-2(D)	2814.93'	7.74'	7.74'	N70°33'35"E

SITE DATA:

EXISTING FLUM	GC (GENERAL COMMERCIAL)
FUTURE FLUM	GC (GENERAL COMMERCIAL)
EXISTING ZONING	SUBURBAN CORRIDOR DESIGN DISTRICT
PROPOSED ZONING	SUBURBAN CORRIDOR DESIGN DISTRICT
PROPOSED USE	RESTAURANT
MAXIMUM BUILDING HEIGHT	2-STORY
ALTERNATE KEY	1632501, 3800670 & 3800677
SETBACKS	0' FRONT & SIDE 15' REAR
GROSS SITE AREA	2.14 ACRES OR 93,238 SF
WETLANDS/CONSERVATION	0.00 SF
TOTAL IMPERVIOUS AREA	38,882.5 SF (41.7% ISR)
PROPOSED BUILDING AREA	2,904 SF
PROPOSED PAVEMENT/CONCRETE AREA	35,978.5 SF
MAX. IMPERVIOUS SURFACE RATIO (ISR)	75%
FLOOR AREA RATIO (FAR)	3.1% (2,904 SF/93,238 SF)
TOTAL OPEN SPACE	54,355.5 SF (58.3%)
LOT FRONTAGE	285.41'
BUILDING FRONTAGE	91.35'
BICYCLE PARKING	0.05 SPACE /VEHICLE SPACE (0.05x23) = 2 SPACES
PARKING REQUIRED	5 SPACE/1,000 SF (RESTAURANT) = 15 SPACES
PARKING PROVIDED	23 SPACES (INCLUDING 2 HANDICAP SPACES)
WATER	CITY OF EUSTIS
SEWER	CITY OF EUSTIS
WASTE MANAGEMENT	CITY OF EUSTIS
FIRE PROTECTION	CITY OF EUSTIS
SOILS ON SITE	A1B (ASTATULA SAND, DARK SURFACE, 0 TO 5% SLOPES)

THIS SITE IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOOD PLAIN) ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 12069C0355E, EFFECTIVE DATE: DECEMBER 18, 2012.

REVISION	DATE	DESCRIPTION
1	04-26-24	REVISED PER 03-25-24 CITY OF EUSTIS COMMENTS (RAIR#1)
2	05-31-24	REVISED PER 05-21-24 CITY OF EUSTIS COMMENTS (RAIR#2)
3		
4		
5		
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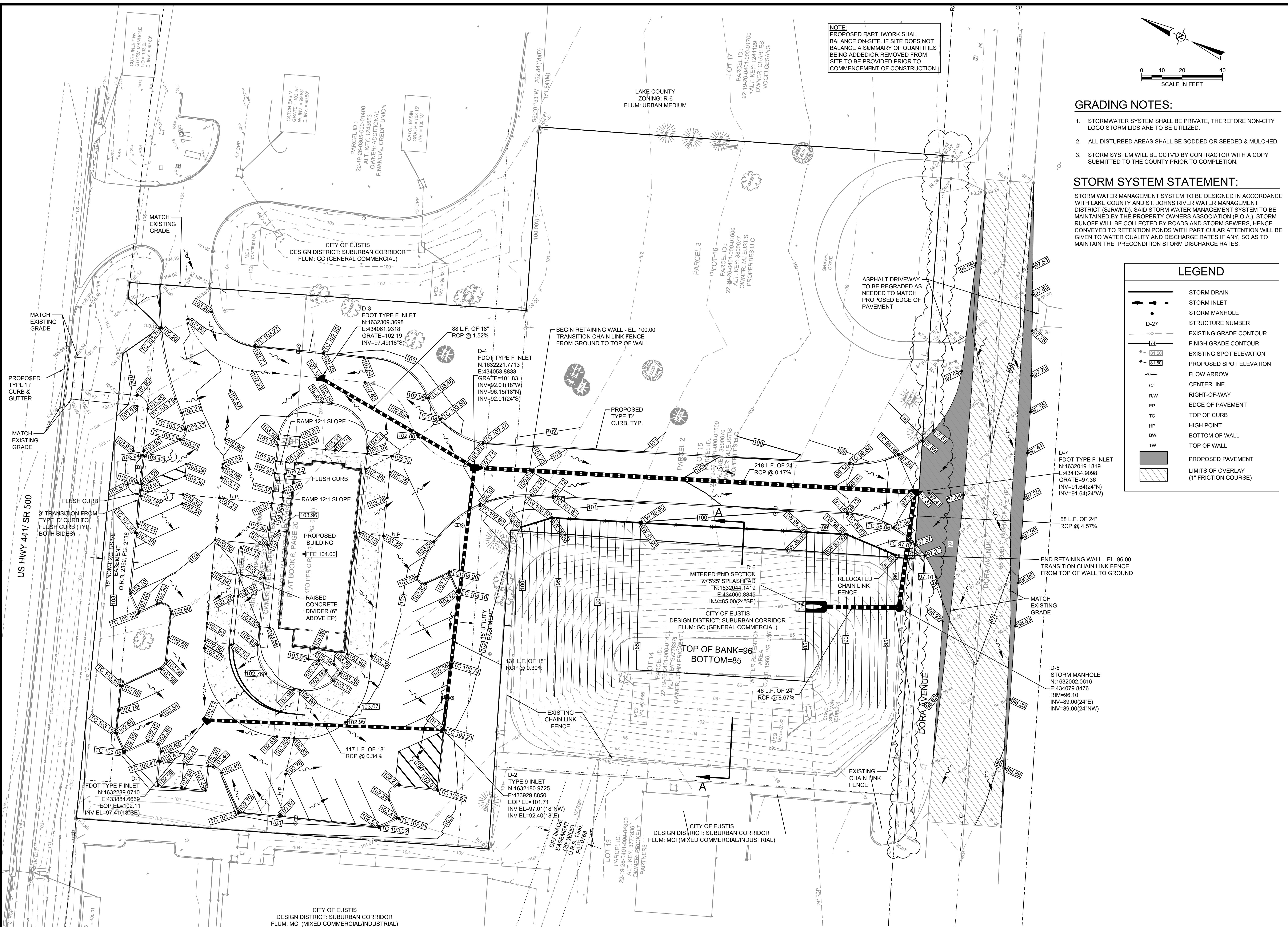
ZAXBYS EUSTIS
SITE PLAN



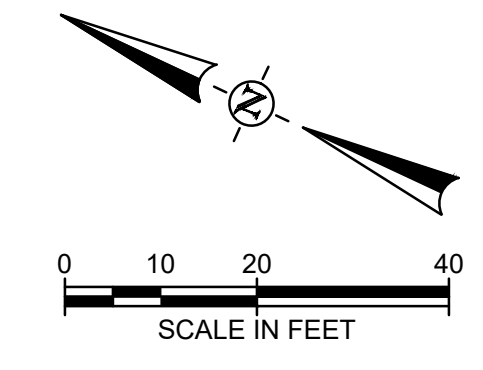
DATE:	DECEMBER 2023
DESIGNED BY:	RLG
DRAWN BY:	RLG
CHECKED BY:	CCH
JOB NO.:	055986
FILE NAME:	ZAXBYS SITE

Sheet C200

CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813



NOTE:
 PROPOSED EARTHWORK SHALL
 BALANCE ON-SITE. IF SITE DOES NOT
 BALANCE A SUMMARY OF QUANTITIES
 BEING ADDED OR REMOVED FROM
 SITE TO BE PROVIDED PRIOR TO
 COMMENCEMENT OF CONSTRUCTION.



GRADING NOTES:

1. STORMWATER SYSTEM SHALL BE PRIVATE, THEREFORE NON-CITY LOGO STORM LIDS ARE TO BE UTILIZED.
2. ALL DISTURBED AREAS SHALL BE SODED OR SEED & MULCHED.
3. STORM SYSTEM WILL BE CCTV'D BY CONTRACTOR WITH A COPY SUBMITTED TO THE COUNTY PRIOR TO COMPLETION.

STORM SYSTEM STATEMENT:

STORM WATER MANAGEMENT SYSTEM TO BE DESIGNED IN ACCORDANCE WITH LAKE COUNTY AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD). SAID STORM WATER MANAGEMENT SYSTEM TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION (P.O.A.). STORM RUNOFF WILL BE COLLECTED BY ROADS AND STORM SEWERS, HENCE CONVEYED TO RETENTION PONDS WITH PARTICULAR ATTENTION WILL BE GIVEN TO WATER QUALITY AND DISCHARGE RATES IF ANY, SO AS TO MAINTAIN THE PRECONDITION STORM DISCHARGE RATES.

LEGEND

	STORM DRAIN
	STORM INLET
	STORM MANHOLE
	STRUCTURE NUMBER
	EXISTING GRADE CONTOUR
	FINISH GRADE CONTOUR
	EXISTING SPOT ELEVATION
	PROPOSED SPOT ELEVATION
	FLOW ARROW
	CENTERLINE
	RIGHT-OF-WAY
	EDGE OF PAVEMENT
	TOP OF CURB
	HIGH POINT
	BOTTOM OF WALL
	TOP OF WALL
	PROPOSED PAVEMENT
	LIMITS OF OVERLAY (1" FRICTION COURSE)

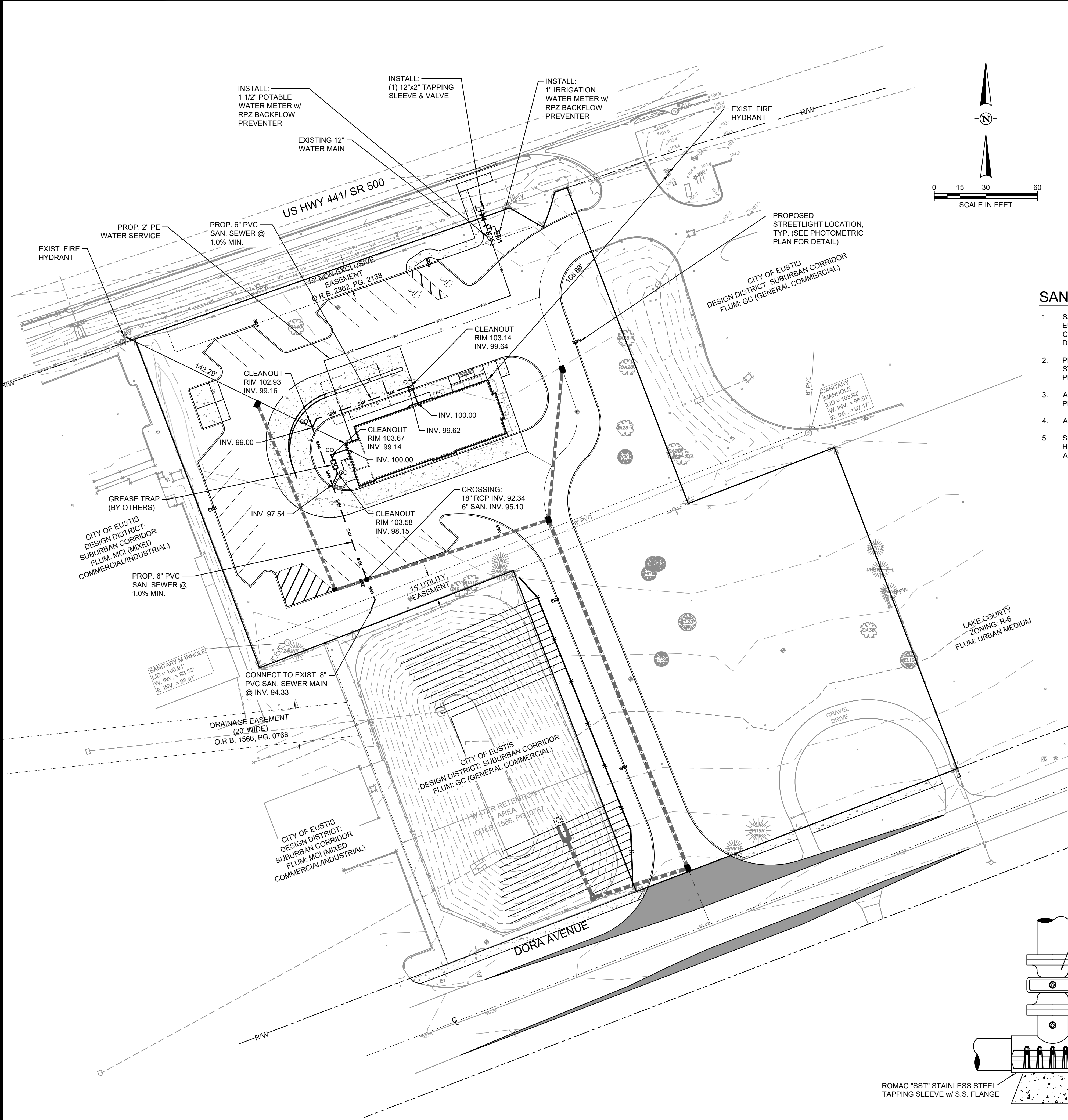
REVISION	DATE	DESCRIPTION
1	04-26-24	REVISED PER 03-25-24 CITY OF EUSTIS COMMENTS (RAINF)
2	05-31-24	REVISED PER 05-21-24 CITY OF EUSTIS COMMENTS (RAINF)

**ZAXBY'S
 EUSTIS
 GRADING & DRAINAGE
 PLAN**

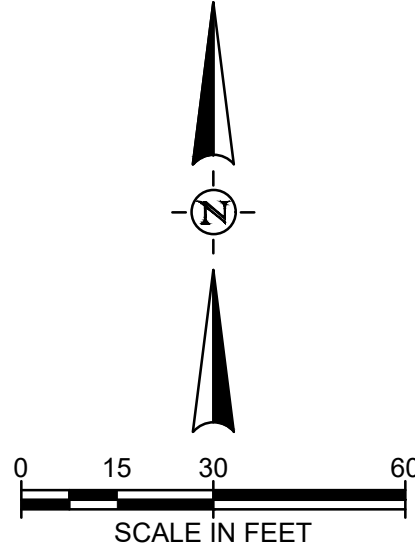


DATE:	DECEMBER 2023
DESIGNED BY:	RLG
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JOB NO.:	055986
FILE NAME:	ZAXBYS SITE
Sheet C300	

CHARLES C. HIOTT, P.E.
 PROFESSIONAL ENGINEER NO. 54813



LEGEND	
	EXISTING SANITARY SEWER MAIN
	PROPOSED SANITARY SEWER
	EXISTING SANITARY SEWER MANHOLE
	EXISTING WATER MAIN
	PROPOSED WATER MAIN
	PROPOSED GATE VALVE
	PROPOSED TEE
	PROPOSED STREETLIGHT
	DRAINAGE EASEMENT
	UTILITY EASEMENT
	EXISTING LIGHT POLE
	EXISTING WOOD POWER POLE
	EXISTING ELECTRIC METER
	EXISTING WATER METER
	EXISTING FIRE HYDRANT
	EXISTING TELEPHONE RISER
	EXISTING DRAINAGE MANHOLE



SANITARY SEWER NOTES:

- SANITARY SEWER SYSTEM IS DESIGNED PER THE LATEST CITY OF EUSTIS STANDARDS & DETAILS AND SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE LATEST CITY OF EUSTIS STANDARDS AND DETAILS.
- PROPOSED PROJECT SHALL BE ISOLATED FROM THE EXISTING SEWER SYSTEM TO AVOID INFLOW OF DIRT. THE PREFERRED METHOD IS A PNEUMATIC PLUG VALVE IN THE UPSTREAM LINE.
- ALL SEWER SHALL BE CCTV INSPECTED AND APPROVED BY THE CITY PRIOR TO PAVING.
- ALL PIPES GREATER THAN 10 FEET IN DEPTH SHALL BE SDR 26.
- SEWER LATERALS SHALL NOT PASS UNDER STORM DRAINS. NO HORIZONTAL BENDS IN SERVICE LINE BETWEEN THE PROPERTY LINE AND THE WYE CONNECTOR.

CONNECTION OF UTILITIES TO BUILDING SHALL BE COORDINATED WITH ARCHITECTURAL PLANS.

NOTES:

- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES PRIOR TO BEGINNING ANY EXCAVATION.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL HYDROSTATIC TEST SHALL BE IN ACCORDANCE WITH AWWA C600 FOR DUCTILE IRON PIPE AND AWWA C605 FOR PVC PIPE.
- THE DISINFECTANT FOR WATER DISTRIBUTION SYSTEM SHALL BE IN ACCORDANCE WITH AWWA C651 (DISINFECTING WATER MAINS).
- ALL POLYETHYLENE MATERIAL SHALL BE PER AWWA C901.
- ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF EUSTIS UTILITY CONSTRUCTION SPECIFICATIONS.
- ALL WATER, SEWER & REUSE LINES AND VALVES AS WELL AS METERS, METER BOXES, LOCKABLE CURB STOPS AND BACKFLOWS TO BE INSTALLED BY THE CONTRACTOR/DEVELOPER PER THE CITY OF EUSTIS LAND DEVELOPMENT REGULATIONS.
- WATER VALVES TO BE PLACED PER CITY OF EUSTIS LAND DEVELOPMENT REGULATIONS DENSITY REQUIREMENTS OR AS NEEDED DURING REVIEW BY CITY STAFF.
- FIRE HYDRANTS SHALL BE COLOR CODED BASED ON THE FLOW TESTS OBTAINED.
- ALL WATER MAINS AND HYDRANTS SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO CONSTRUCTION WORK. (FFPC 1, 16.4.3.1.3, 2012 EDITION)
- THE WATER SYSTEM MUST BE ABLE TO SUPPLY ANY HYDRANT WITH 1000 GPM AT 20 PSI AT ANY TIME OF THE DAY. THE NEW FIRE HYDRANTS SHALL BE TESTED BY THE CONTRACTOR IN THE PRESENCE OF THE FIRE DEPARTMENT PRIOR TO APPROVAL OF THE FIRE HYDRANTS BY THE FIRE DEPARTMENT. (18.3, NFPA 1, 2012 EDITION)
- ALL UTILITY WORK SHALL COMPLY WITH THE CURRENT CITY OF EUSTIS STANDARDS AND APPROVED MANUFACTURER LIST AS POSTED ON THE CITY WEBSITE.
- ALL UTILITY SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD & CITY OF EUSTIS UTILITY DEPARTMENT.
- ALL CURB STOPS MUST BE LOCKED WITH HIGH FIELD LOCKS IMMEDIATELY AFTER FDEP CLEARANCE.
- CONTRACTOR SHALL FOLLOW THE CURRENT CITY OF EUSTIS STANDARDS FOR CLEANOUT INSTALLATION. NO CLEANOUTS WILL BE ACCEPTED IN SIDEWALKS.
- SANITARY CLEANOUTS SHALL BE NO DEEPER THAN 4 FOOT AT CLEANOUT. TREES MUST HAVE A ROOT BARRIER WHEN NEAR THE POTABLE WATER, RECLAIM WATER, SANITARY SEWER & FORCE MAIN.

FIRE PROTECTION NOTES:

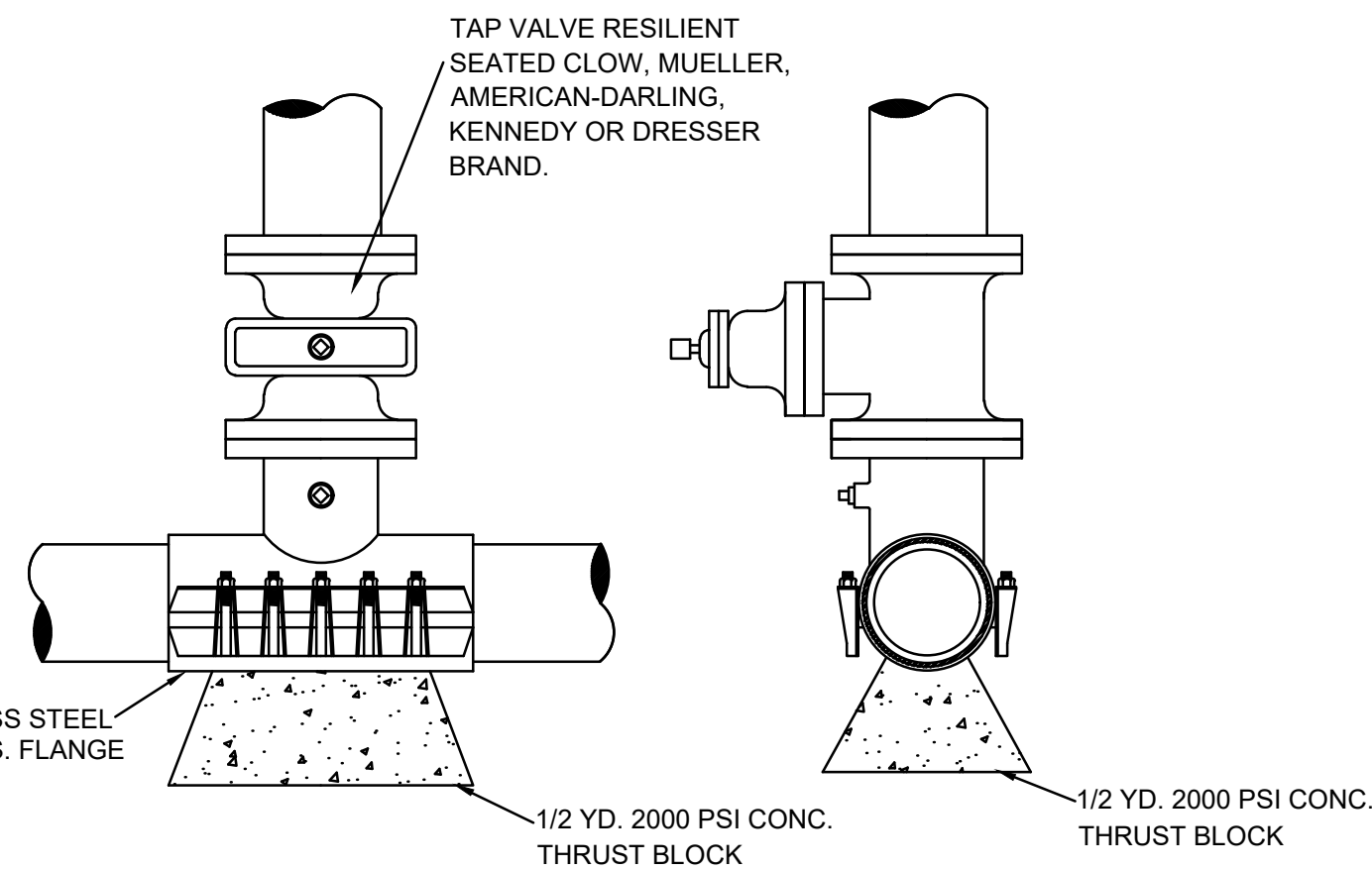
- THE SITE & BUILDING CONSTRUCTION WORK BEING CONSTRUCTED ON THE PROPERTY WILL COMPLY WITH THE LATEST EDITION OF THE FLORIDA FIRE PREVENTION CODES AND THE NATIONAL FIRE PROTECTION ASSOCIATION.
- THE FDC'S FOR THE FIRE SPRINKLER SYSTEM WILL NEED TO BE INSTALLED WITHIN 100 FEET OF A FIRE HYDRANT.
- THE INSTALLATION OF ALL FIRE MAIN SHALL BE CONDUCTED BY A COMPANY STATE CERTIFIED TO INSTALL FIRE MAINS. THE INSTALLATIONS OF THE FIRE MAINS WILL NEED TO BE PERMITTED SEPARATELY.
- WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO CONSTRUCTION WORK. (FFPC 1, 16.4.3.1.3, LATEST EDITION.)
- THE WATER SYSTEM FOR THE PROJECT MUST BE ABLE TO SUPPLY A HYDRANT WITH 1000 GPM AT 20 P.S.I. AT ANYTIME OF THE DAY. THE NEW HYDRANTS SHALL BE TESTED BY THE CONTRACTOR IN THE PRESENCE OF THE FIRE DEPARTMENT PRIOR TO APPROVAL OF THE HYDRANTS BY THE FIRE DEPARTMENT. (18.3, NFPA 1, LATEST EDITION)
- THE ROAD SHALL REMAIN CLEAR OF VEHICULAR OBSTRUCTIONS TO ALLOW ACCESS OF FIRE DEPARTMENT UNITS WHILE THE BUILDINGS ARE BEING CONSTRUCTED. (FFPC 1, 16.1.4, LATEST EDITION)
- WHEN CLEARING LAND FOR THE PROJECT, A BURN PERMIT MUST BE OBTAINED FROM THE STATE OF FLORIDA & THE DEPARTMENT OF FORESTRY PRIOR TO BURNING ANY MATERIAL.
- THE STATE OF FLORIDA WILL ISSUE A BURNING PERMIT TO ALLOW BURNING OF CLEARED MATERIAL ONLY IF THE FOLLOWING CONDITIONS HAVE BEEN MET.
 - AN AIR CURTAIN INCINERATOR PROCESS IS USED DURING THE BURN PROCESS.
 - THE BURN PIT IS AT LEAST 300 FT. AWAY FROM ANY STRUCTURES.
 - THE BURN PIT IS AT LEAST 100 FT. AWAY FROM ANY ROAD.

WATER NOTES:

- THE CITY OF EUSTIS MUST BE NOTIFIED AT LEAST 2 BUSINESS DAYS PRIOR TO ANY WET TAPS.
- THE DESIGN AND CONSTRUCTION OF THE UTILITIES, ALL INSTALLATIONS AND MATERIALS WILL FULLY COMPLY WITH THE CITY OF EUSTIS LATEST STANDARDS & DETAILS. ALL UTILITY SHOP DRAWINGS RELATED TO THE CONNECTION TO THE CITY INFRASTRUCTURE MUST BE SUBMITTED TO THE CITY FOR REVIEW.
- CONSTRUCTION METERS MUST BE OBTAINED FROM THE CITY OF EUSTIS.

REUSE WATER NOTES:

- THE CITY OF EUSTIS MUST BE NOTIFIED AT LEAST 2 BUSINESS DAYS PRIOR TO ANY WET TAPS.
- THE DESIGN AND CONSTRUCTION OF THE UTILITIES, ALL INSTALLATIONS AND MATERIALS WILL FULLY COMPLY WITH THE CITY OF EUSTIS LATEST STANDARDS & DETAILS. ALL UTILITY SHOP DRAWINGS RELATED TO THE CONNECTION TO THE CITY INFRASTRUCTURE MUST BE SUBMITTED TO THE CITY FOR REVIEW.
- CONSTRUCTION METERS MUST BE OBTAINED FROM THE CITY OF EUSTIS.



WET TAP SLEEVE & TAP VALVE
NOT TO SCALE

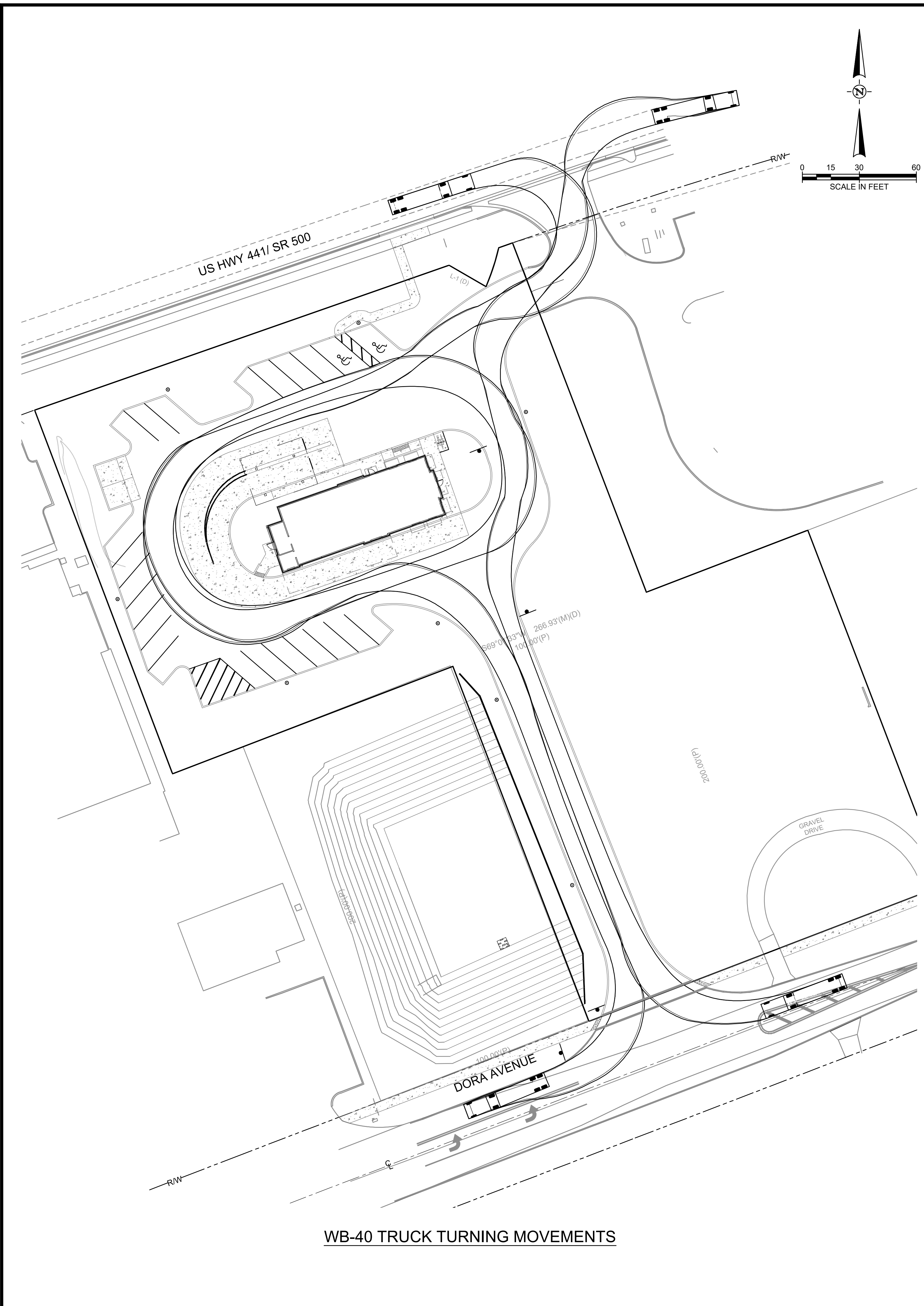
REVISION	DATE	DESCRIPTION
1	04-26-24	REVISED PER 03-25-24 CITY OF EUSTIS COMMENTS (RAINF)

ZAXBYS
EUSTIS
UTILITY
PLAN

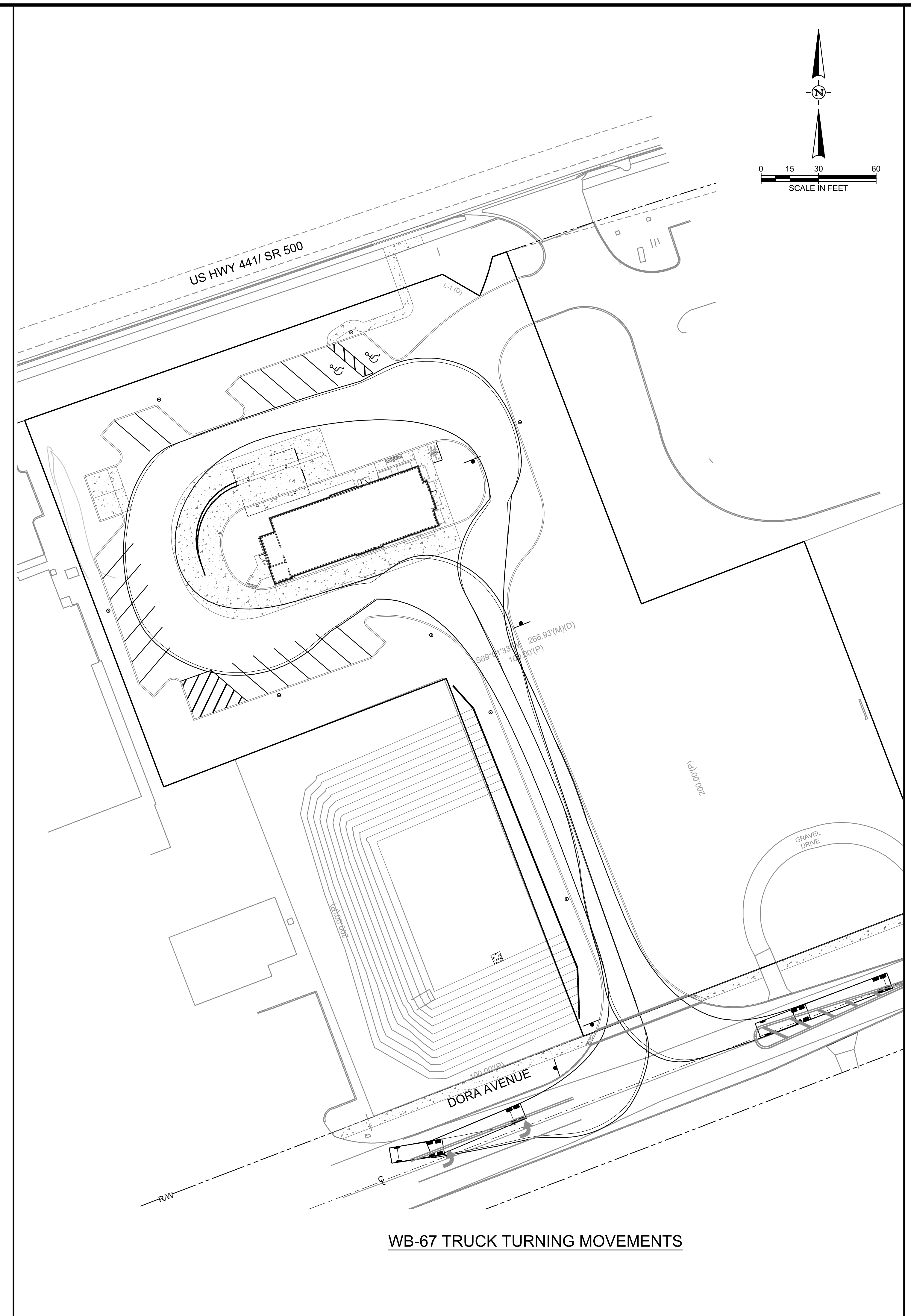
Office: 352.343.8481
Tavares, Florida 32778
Fax: 352.343.8495
Certificate of Authorization Number: 33380

DATE:	DECEMBER 2023
DESIGNED BY:	RLG
DRAWN BY:	RLG
CHECKED BY:	CCH
JOB NO.:	055986
FILE NAME:	ZAXBYS SITE
Sheet C400	

CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813



WB-40 TRUCK TURNING MOVEMENTS



WB-67 TRUCK TURNING MOVEMENTS

REVISION	DATE
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5	
6	
7	
8	

ZAXBYS
EUSTIS
TRUCK TURNING
MOVEMENTS

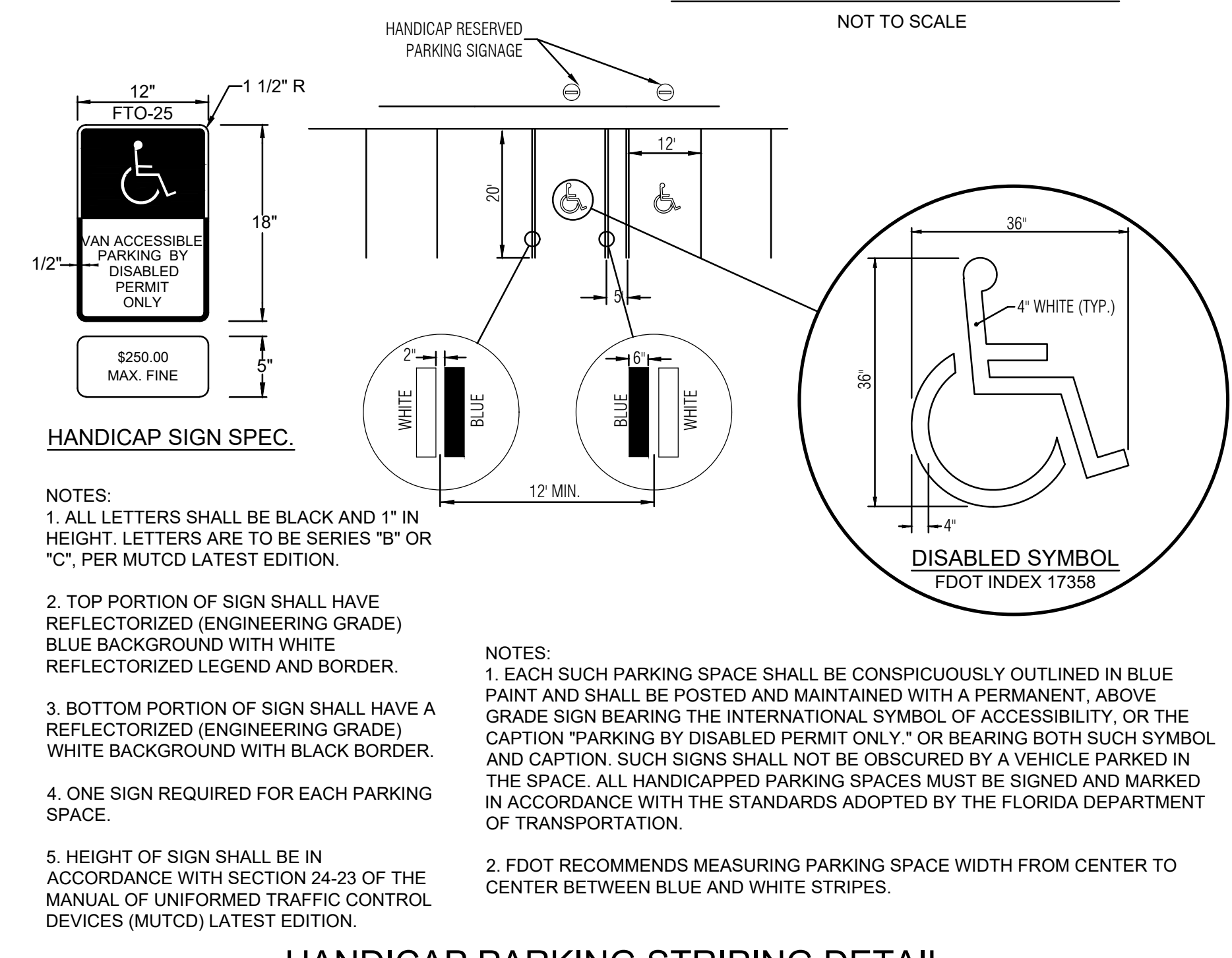
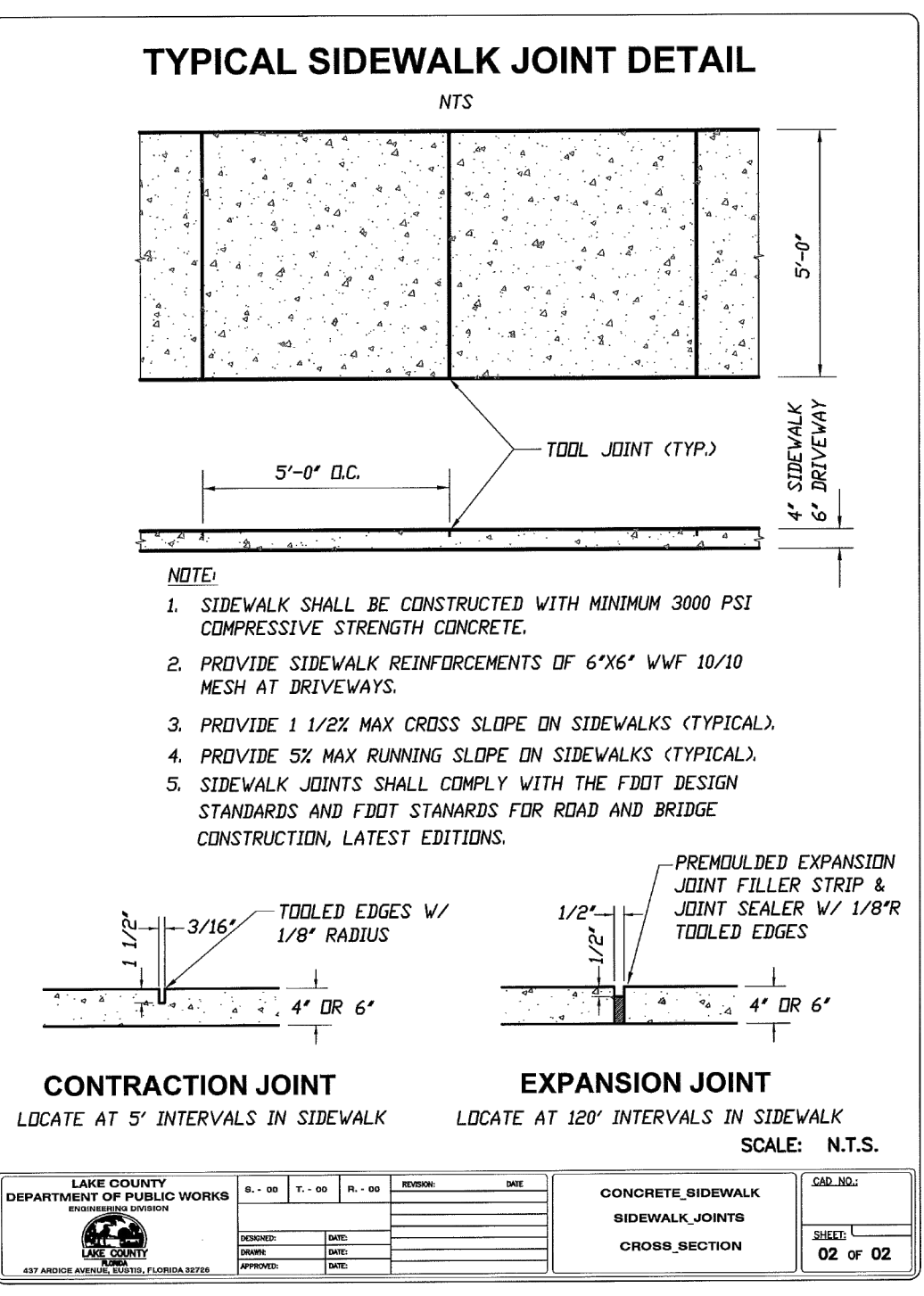
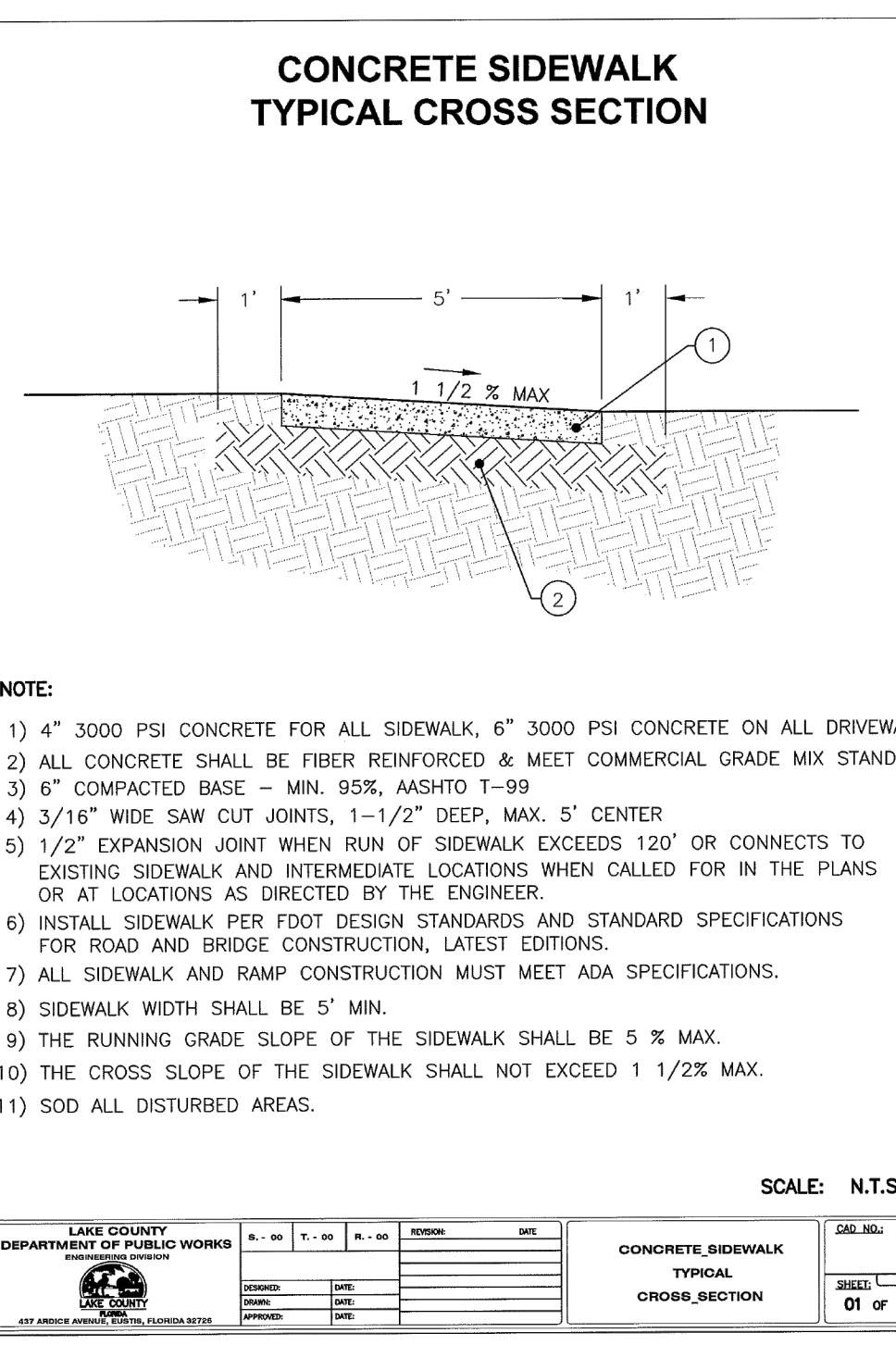
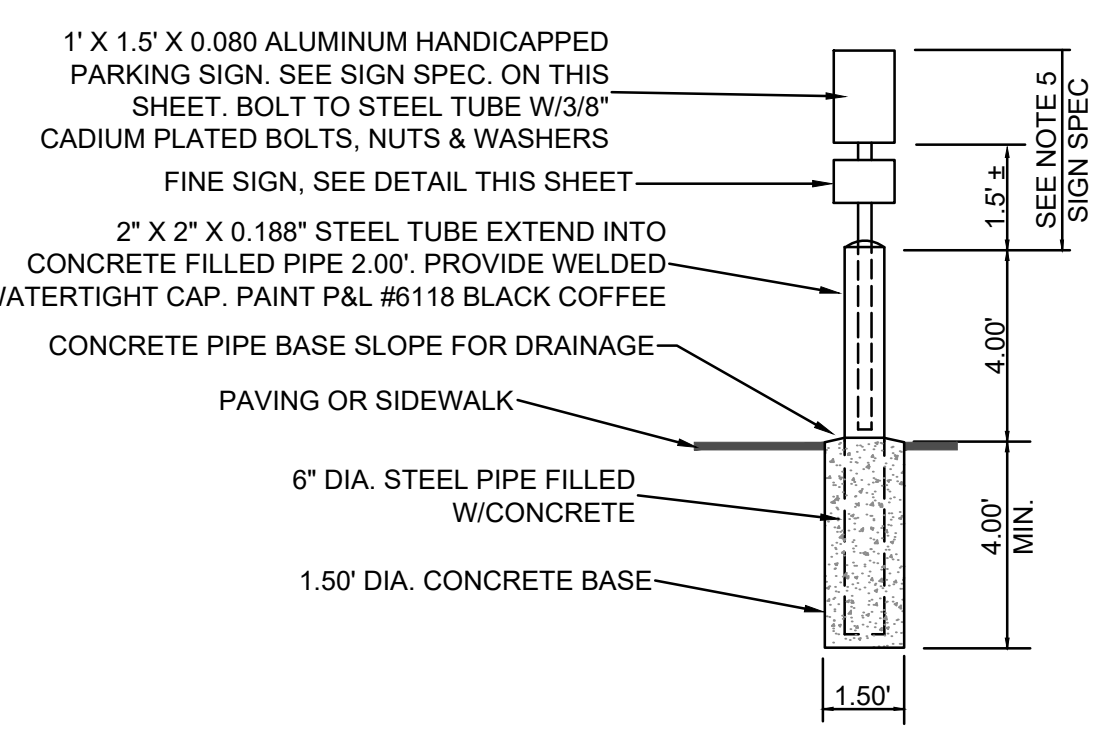
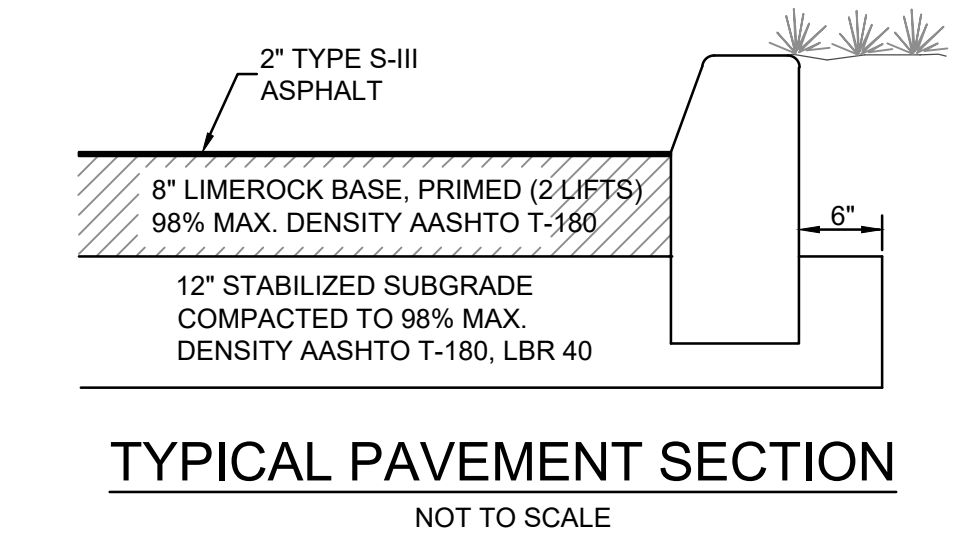
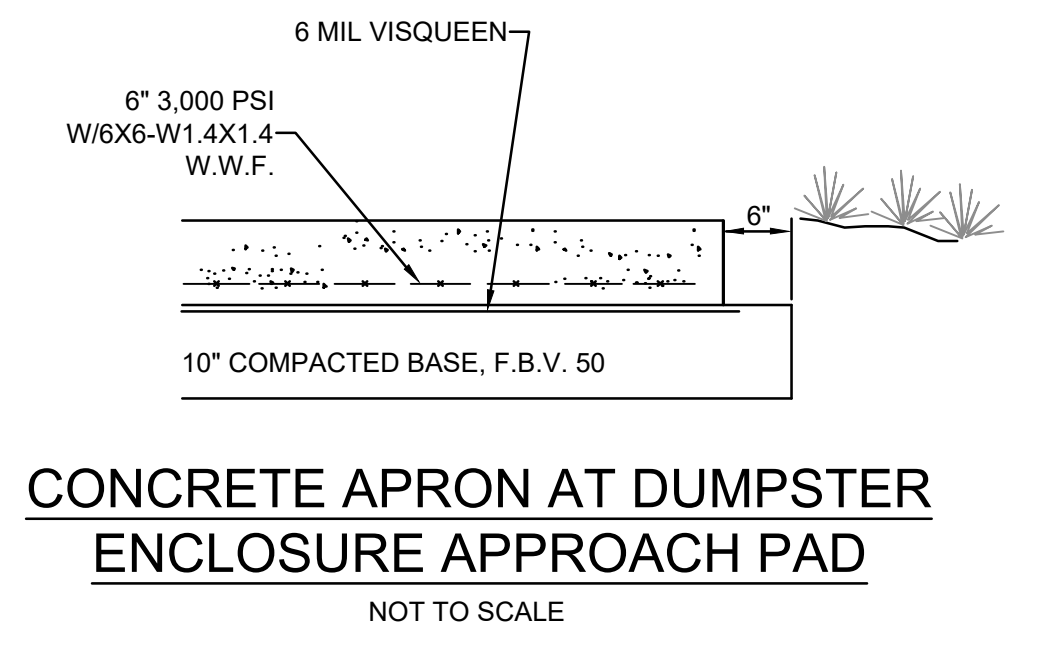
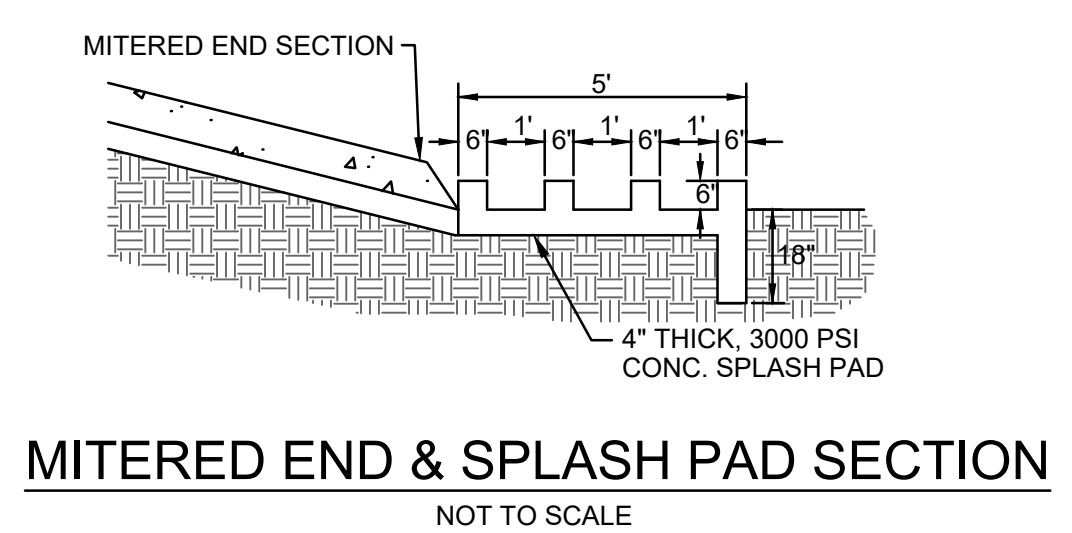
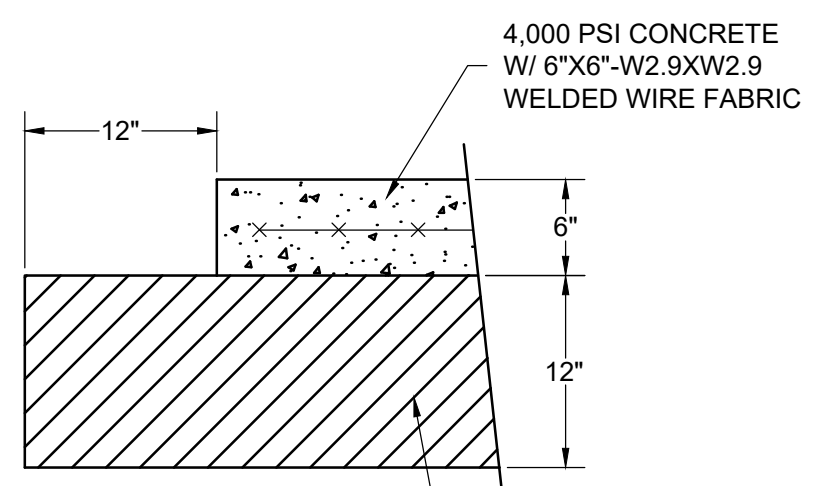
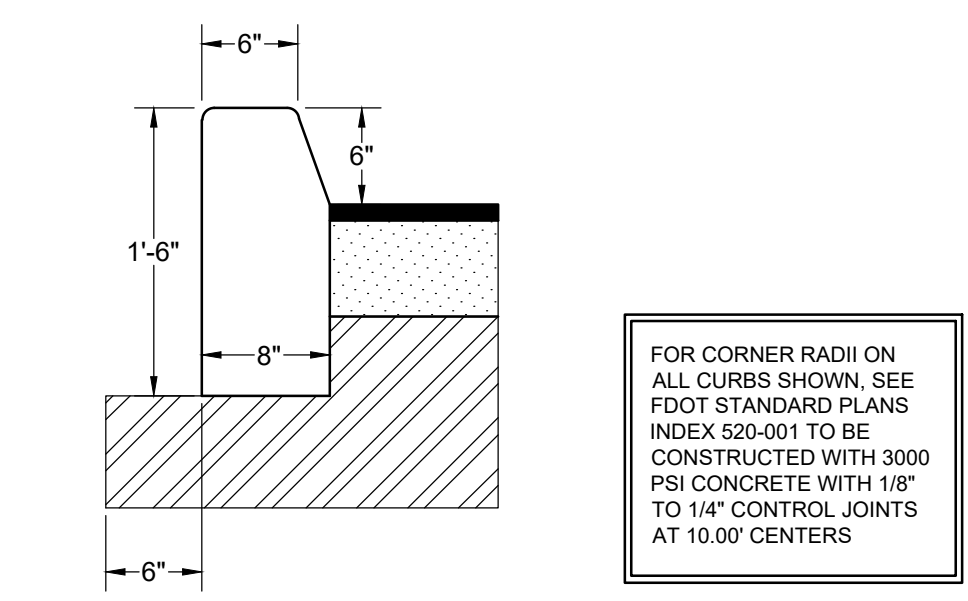
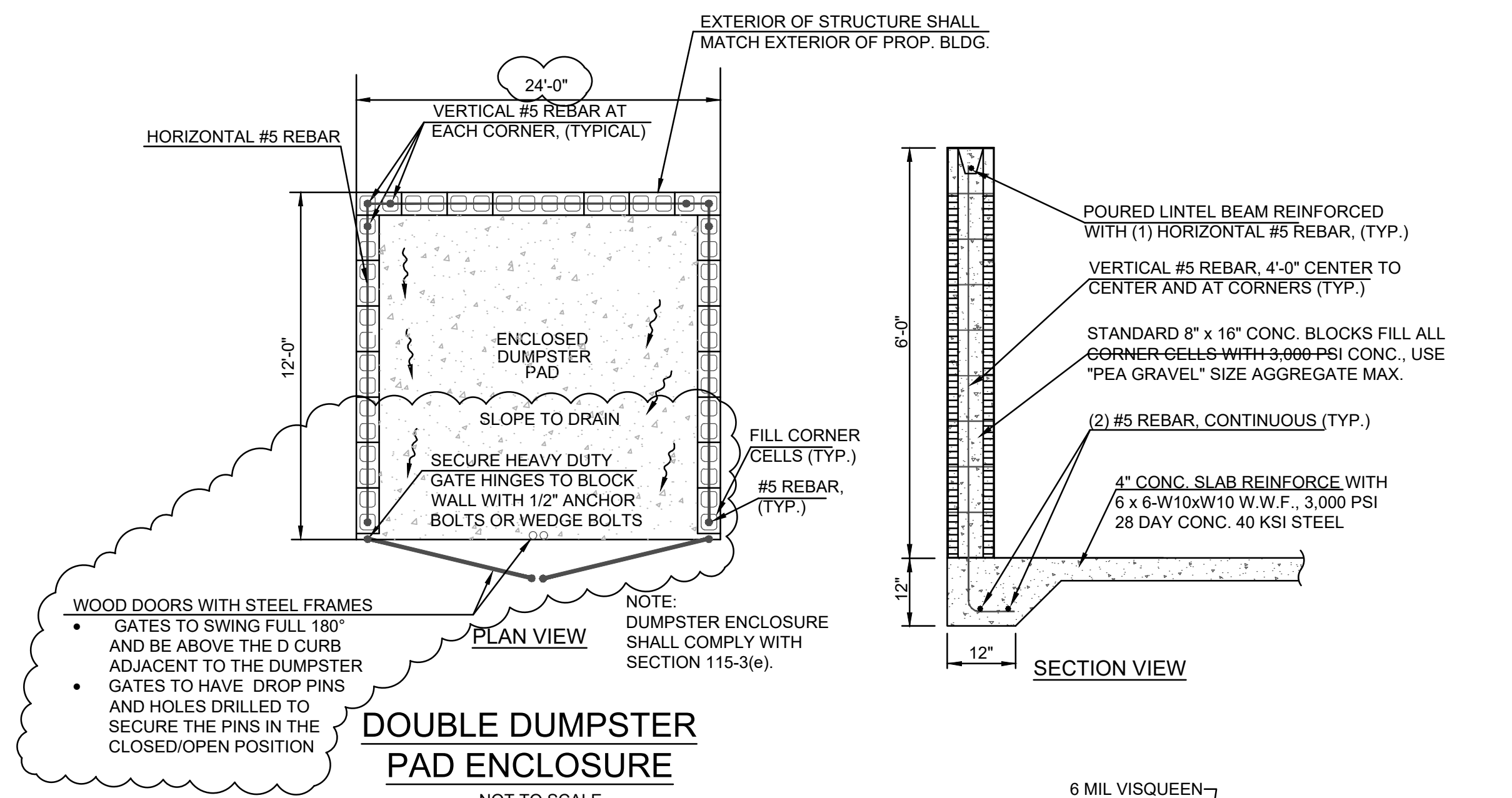
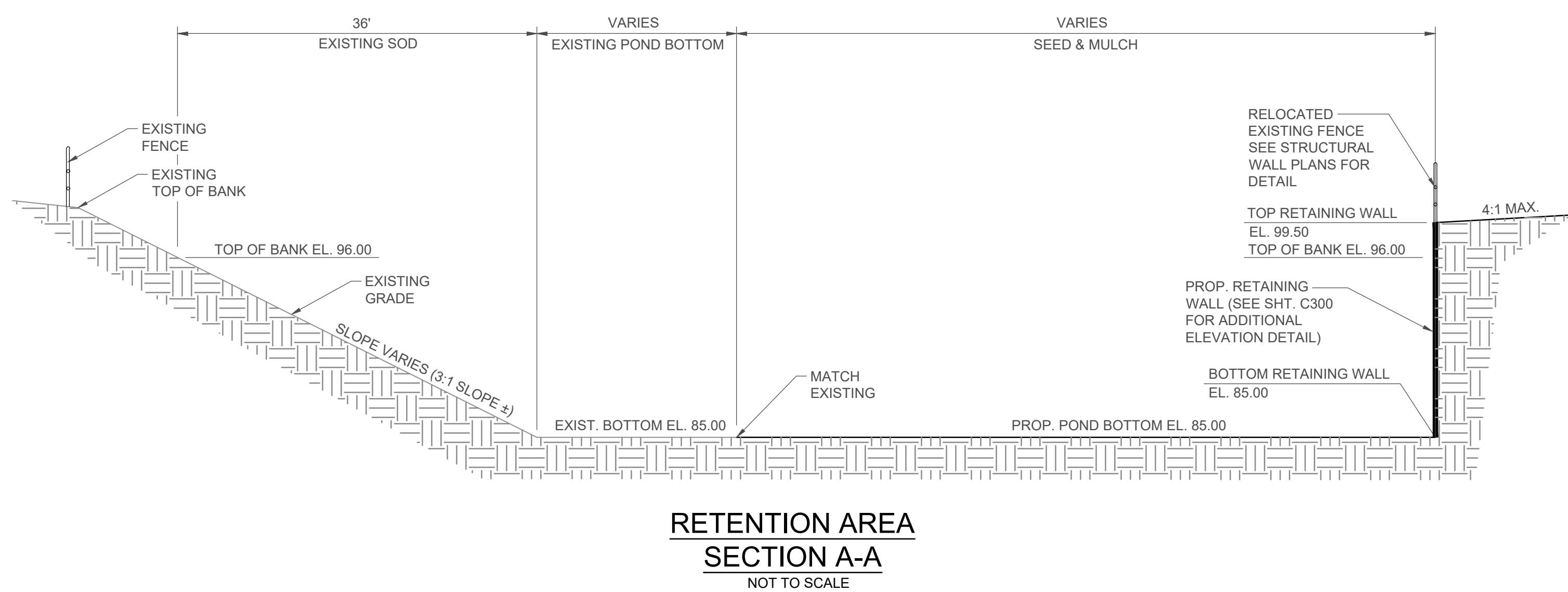
Office: 352.343.8481
Tavares, Florida 32778
Certificate of Authorization Number: 33380

DATE:	DECEMBER 2023
DESIGNED BY:	RLG
DRAWN BY:	RLG
CHECKED BY:	CCH
JOB NO.:	055986
FILE NAME:	ZAXBYS SITE

Sheet C401

CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813

A:\150006\55986\01\LD\CADD\CIVIL\CONSTRUCTION\55986 ZAXBYS SITE.dwg, 5/31/2024, 8:06:21 AM, ah528



REVISION	DATE	DESCRIPTION
1	04-26-24	REVISED PER 03-25-24 CITY OF EUSTIS COMMENTS (RAINF)

ZAXBYS EUSTIS
PAVING & DRAINAGE
DETAILS

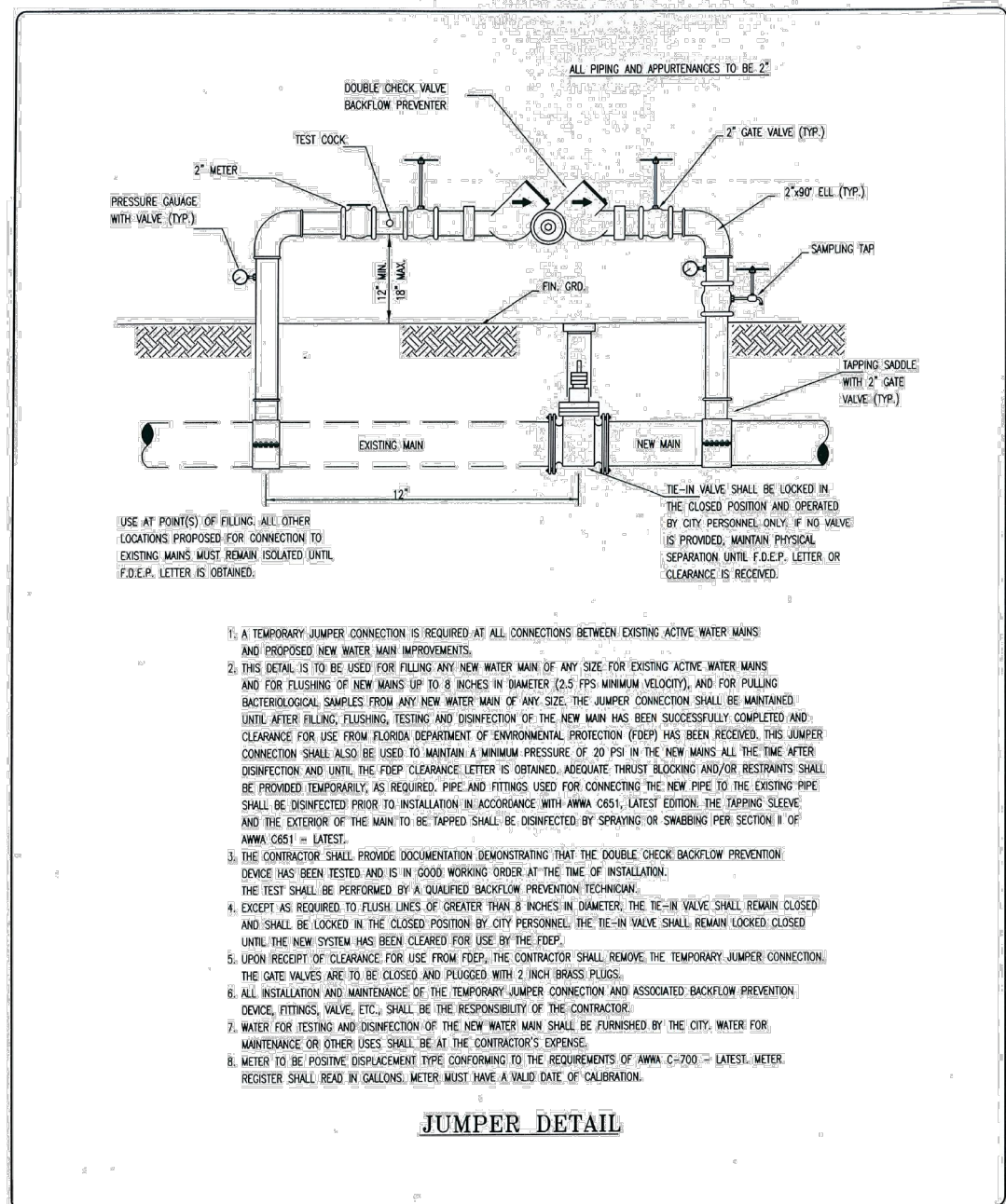
Office: 352.343.8481
Tavares, Florida 32778
Certificate of Authorization Number: 33380

DATE:	DECEMBER 2023
DESIGNED BY:	RLG
DRAWN BY:	RLG
CHECKED BY:	CCH
JOB NO.:	055986
FILE NAME:	ZAXBYS SITE

Sheet C500

CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813

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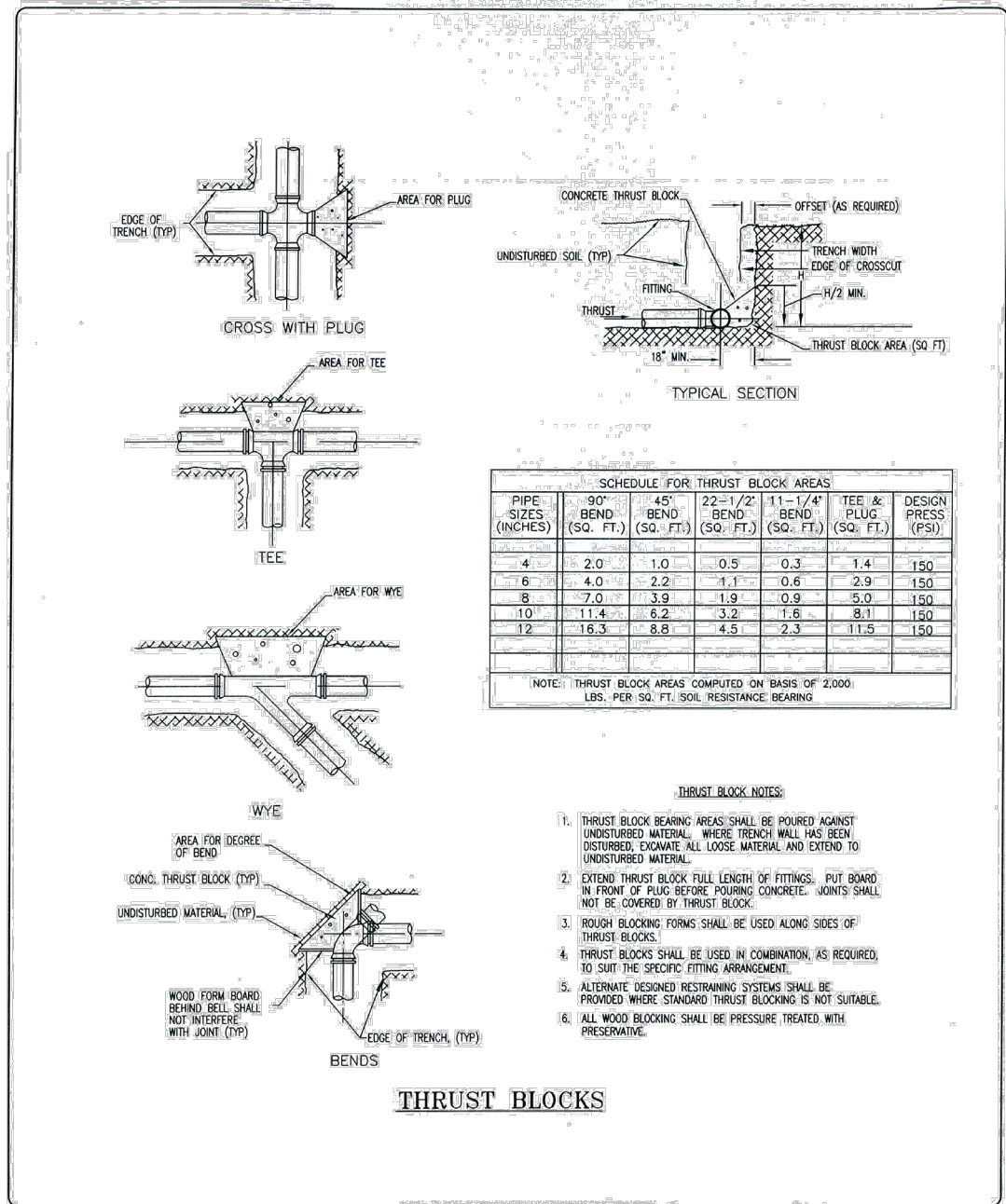


1. A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.
2. THE DESIGN IS TO BE USED FOR PIPING THE NEW WATER MAIN OF ANY SIZE FOR EXISTING ACTIVE WATER MAINS AND FOR TYPICAL NEW MAINS OF 30\"/>

JUMPER DETAIL

CITY OF EUSTIS
ENGINEERING DEPT.
100 N. GUYTON ST.
EUSTIS, FL 32727-0008
352-343-5180

DESIGN BY: []
CHECKED BY: []
DATE: NOV. 15, 2016



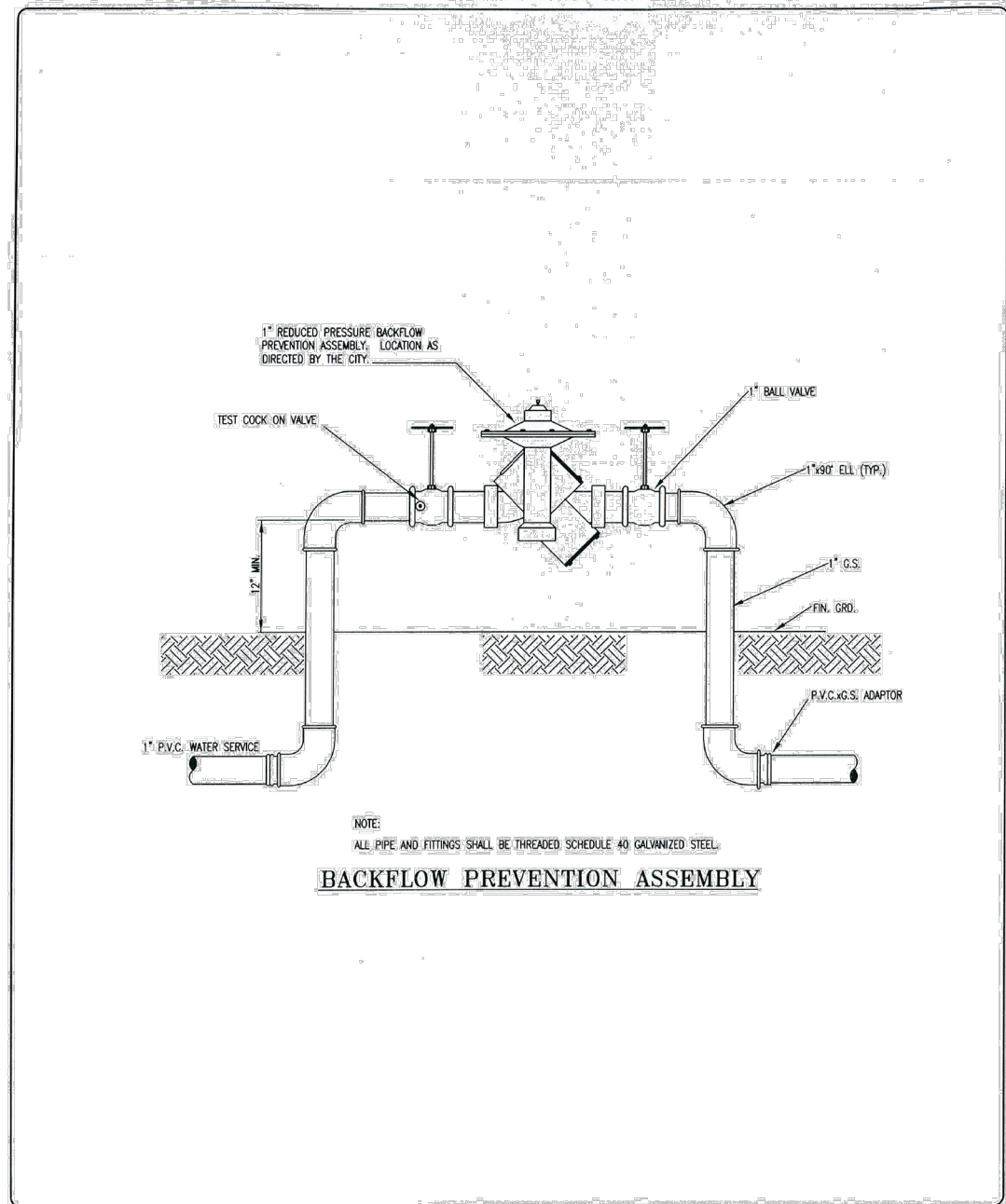
SCHEDULE FOR THROUST BLOCK AREAS

PIPE SIZE (INCHES)	90° BEND (SQ. FT.)	45° BEND (SQ. FT.)	22.5° BEND (SQ. FT.)	TEEC & PLUG (SQ. FT.)	SECTION PRESS. (PSI)
4	2.0	1.0	0.5	0.5	1.4
6	4.0	2.0	1.0	1.0	2.9
8	8.0	4.0	2.0	2.0	5.8
10	14.4	7.2	3.6	3.6	9.8
12	21.6	10.8	5.4	5.4	13.8

THRUST BLOCKS

CITY OF EUSTIS
ENGINEERING DEPT.
100 N. GUYTON ST.
EUSTIS, FL 32727-0008
352-343-5180

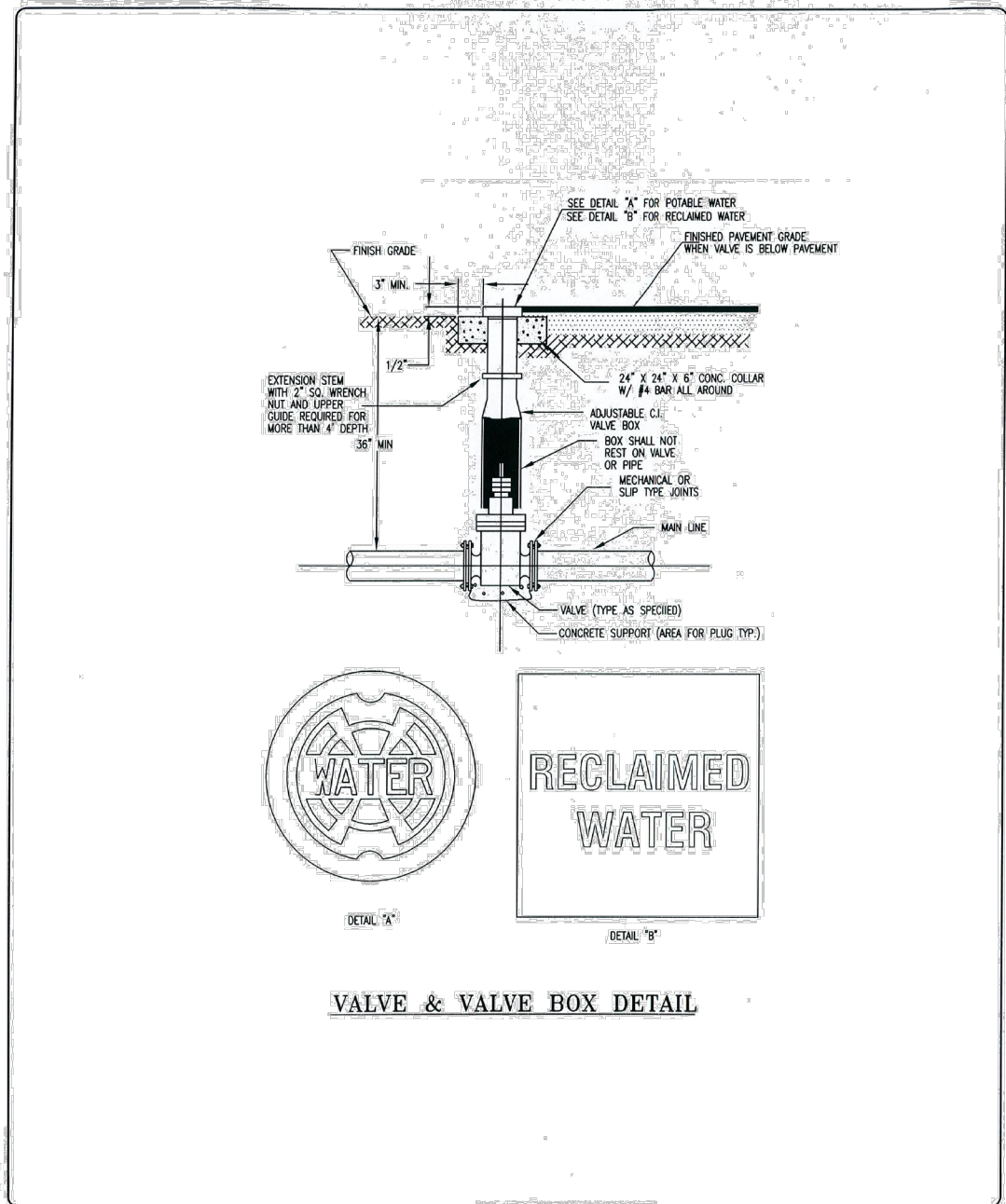
DESIGN BY: []
CHECKED BY: []
DATE: NOV. 15, 2016



BACKFLOW PREVENTION ASSEMBLY

CITY OF EUSTIS
ENGINEERING DEPT.
100 N. GUYTON ST.
EUSTIS, FL 32727-0008
352-343-5180

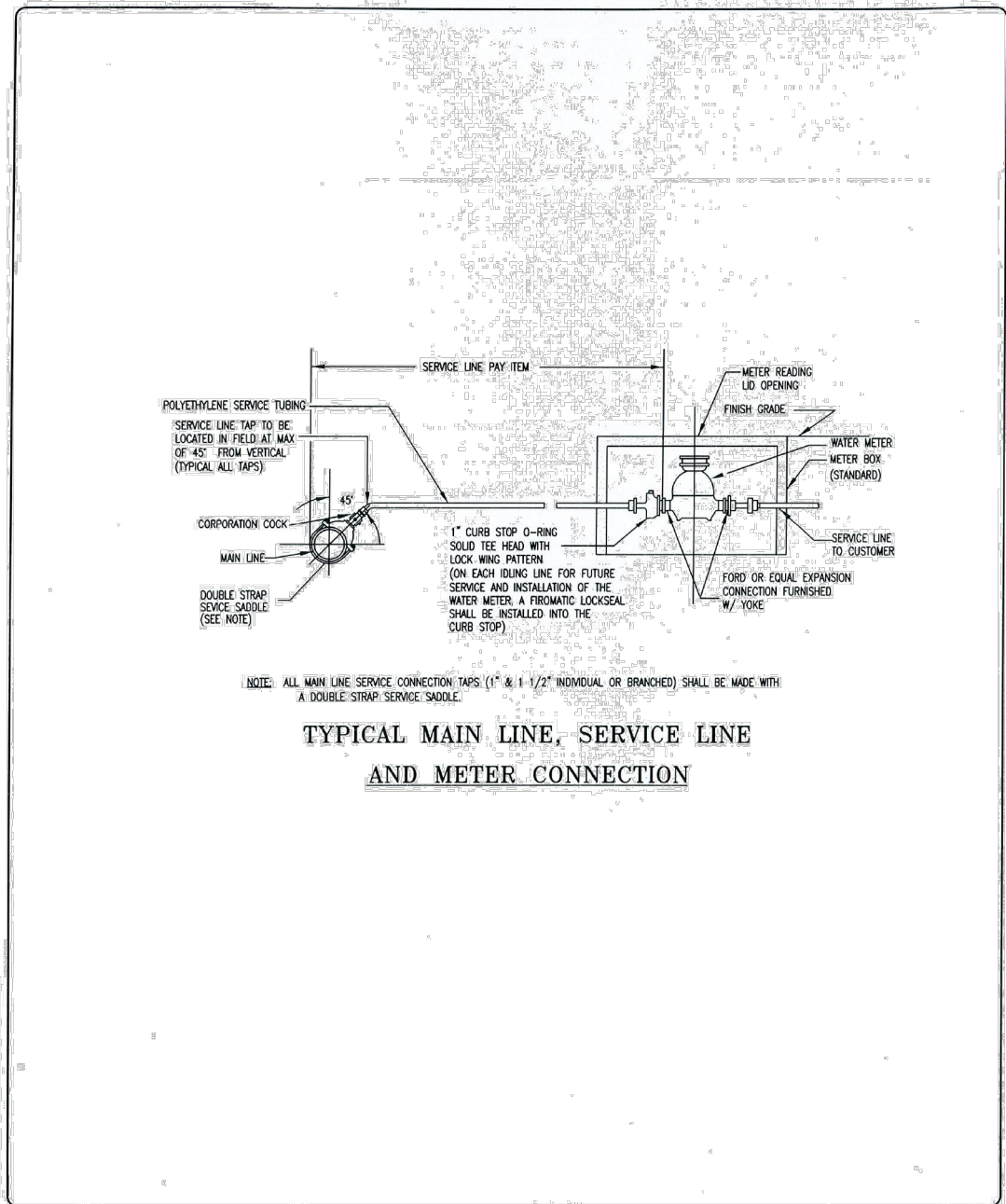
DESIGN BY: []
CHECKED BY: []
DATE: NOV. 15, 2016



VALVE & VALVE BOX DETAIL

CITY OF EUSTIS
ENGINEERING DEPT.
100 N. GUYTON ST.
EUSTIS, FL 32727-0008
352-343-5180

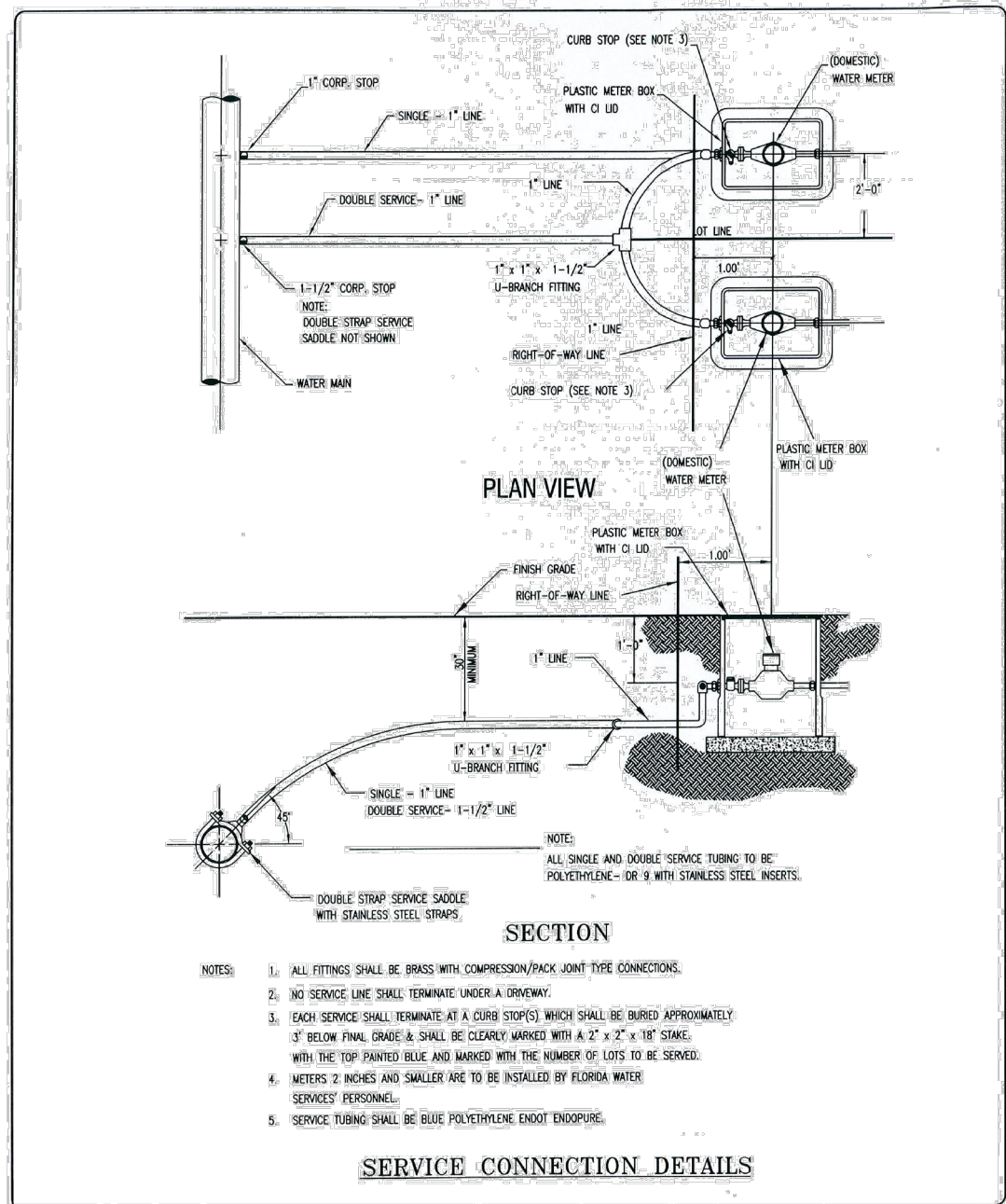
DESIGN BY: []
CHECKED BY: []
DATE: NOV. 15, 2016



TYPICAL MAIN LINE, SERVICE LINE AND METER CONNECTION

CITY OF EUSTIS
ENGINEERING DEPT.
100 N. GUYTON ST.
EUSTIS, FL 32727-0008
352-343-5180

DESIGN BY: []
CHECKED BY: []
DATE: NOV. 15, 2016



SERVICE CONNECTION DETAILS

CITY OF EUSTIS
ENGINEERING DEPT.
100 N. GUYTON ST.
EUSTIS, FL 32727-0008
352-343-5180

DESIGN BY: []
CHECKED BY: []
DATE: NOV. 15, 2016

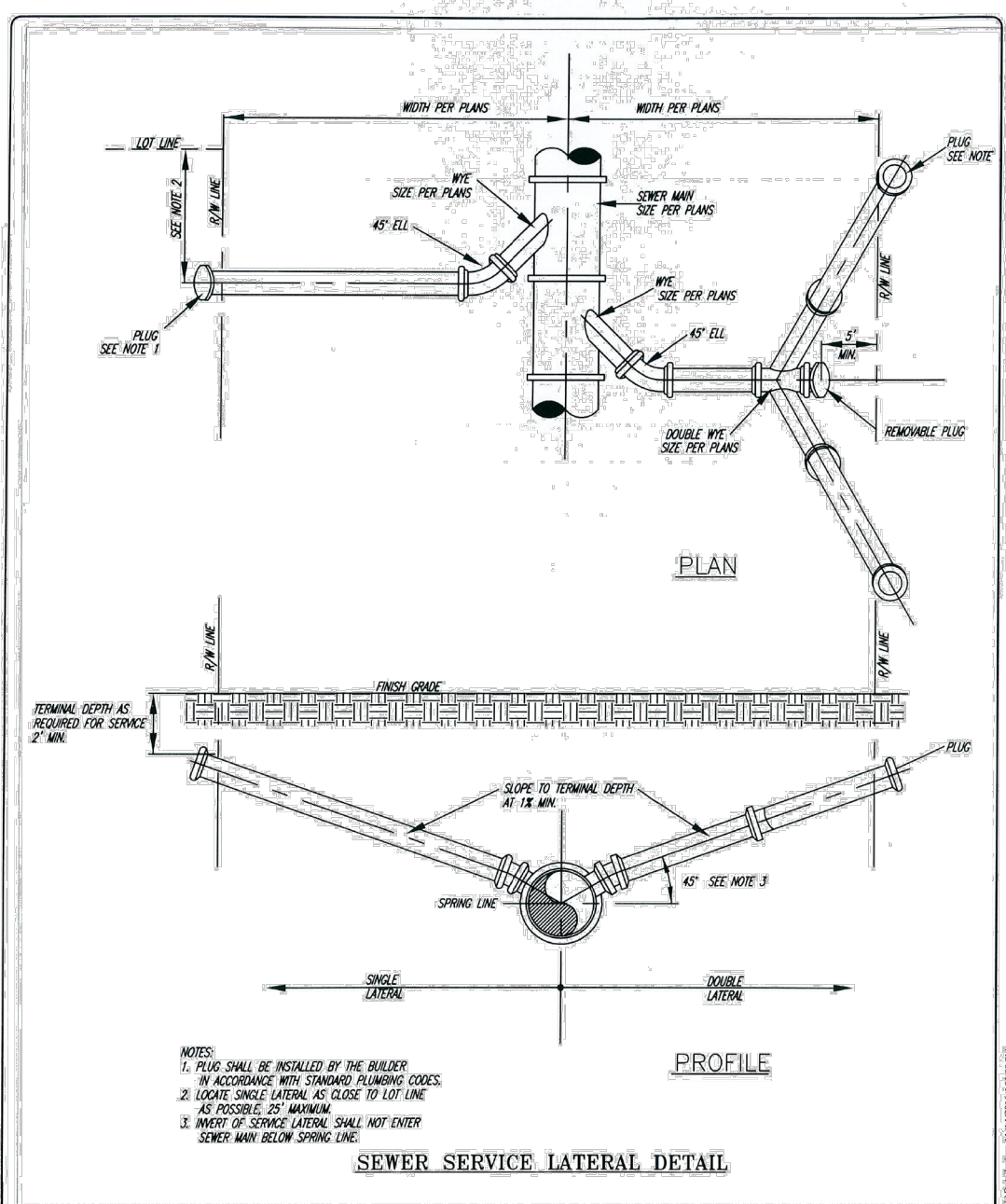
PIPE RESTRAINT FOR 90° PIPE (90°/90°-90° OR 180°)

RESTRAINT LENGTH (FT) - EACH SIDE OF FITTING	4	6	8	10	12	14	16	18	20	24
11-1/4 BEND	2	3	4	5	6	7	8	9	10	12
22-1/2 BEND	4	6	8	10	12	14	16	18	20	24
45 BEND	8	12	16	21	24	27	30	33	36	41
90 BEND	16	24	32	44	51	59	66	72	78	90
11-1/4 BEND	4	6	8	10	12	14	16	18	20	24
22-1/2 BEND	8	12	16	21	24	27	30	33	36	41
45 BEND	17	25	32	39	45	52	58	64	70	82
90 BEND	32	48	64	81	96	111	126	141	156	187
BRANCH OF PIPE	15	21	27	33	39	45	51	57	63	75
TEEC	42	63	84	105	126	147	168	189	210	252
REDUCERS	64	96	128	160	192	224	256	288	320	384
WATER LENGTH	17	25	32	39	45	52	58	64	70	82
SEWER LENGTH	14	21	27	33	39	45	51	57	63	75
DATE:	11/15/16	11/15/16	11/15/16	11/15/16	11/15/16	11/15/16	11/15/16	11/15/16	11/15/16	11/15/16

PIPE RESTRAINT LENGTHS

CITY OF EUSTIS
ENGINEERING DEPT.
100 N. GUYTON ST.
EUSTIS, FL 32727-0008
352-343-5180

DESIGN BY: []
CHECKED BY: []
DATE: NOV. 15, 2016



SEWER SERVICE LATERAL DETAIL

CITY OF EUSTIS
ENGINEERING DEPT.
100 N. GUYTON ST.
EUSTIS, FL 32727-0008
352-343-5180

DESIGN BY: []
CHECKED BY: []
DATE: NOV. 15, 2016

PIPING CLEARANCES

OTHER PIPE	(a) GRAVITY OR PRESSURE SANITARY SEWER (b) SANITARY SEWER FORCE MAIN (c) RECLAIMED WATER (4)	(a) STORM SEWER (b) STORMWATER FORCE MAIN (c) RECLAIMED WATER (2)	ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM
HORIZONTAL SEPARATION	10" PREFERRED 8" MINIMUM (3)	3" MIN	10" MIN.
CROSSINGS (1)	12" IS THE MINIMUM EXCEPT FOR GRAVITY SEWER, THEN 6" IS THE MINIMUM AND 12" IS PREFERRED.	12" IS THE MINIMUM EXCEPT FOR STORM SEWER, THEN 6" IS THE MINIMUM AND 12" IS PREFERRED.	
JOINT SPACING AT CROSSINGS (FULL JOINT CENTERED)	ALTERNATE 6 FT MINIMUM	ALTERNATE 3 FT MINIMUM	

PIPING CLEARANCES

CITY OF EUSTIS
ENGINEERING DEPT.
100 N. GUYTON ST.
EUSTIS, FL 32727-0008
352-343-5180

DESIGN BY: []
CHECKED BY: []
DATE: NOV. 15, 2016

REVISION

NO.	DATE	DESCRIPTION
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3		
4		
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6		
7		
8		
9		
10		

ZAXBY'S
EUSTIS
WATER & SEWER
DETAILS

halff
900 North Sinclair Ave.
Tavares, Florida 32778
Office: 352.343.8481
Fax: 352.343.8495
Certificate of Authorization Number: 33380

DATE: DECEMBER 2023
DESIGNED BY: RLG
DRAWN BY: RLG
CHECKED BY: CCH
JOB NO.: 055986
FILE NAME: ZAXBYS SITE
Sheet C501

CHARLES C. HIOTT, P.E.
PROFESSIONAL ENGINEER NO. 54813

NOTE: THE DETAILS AND SPECIFICATIONS SHOWN ON THIS SHEET WERE SUPPLIED BY THE CITY OF EUSTIS AND NOT BY HALFF ASSOCIATES. HALFF ASSOCIATES ASSUMES NO LIABILITY FOR THE ACCURACY OF THE DETAILS, DESIGNS AND SPECIFICATIONS SHOWN ON THIS SHEET.



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: July 18, 2024

RE: Resolution Number 24-59: Acceptance of the Final Subdivision Plat for Pine Meadows Reserve Phase 1A and acceptance of Performance Bond

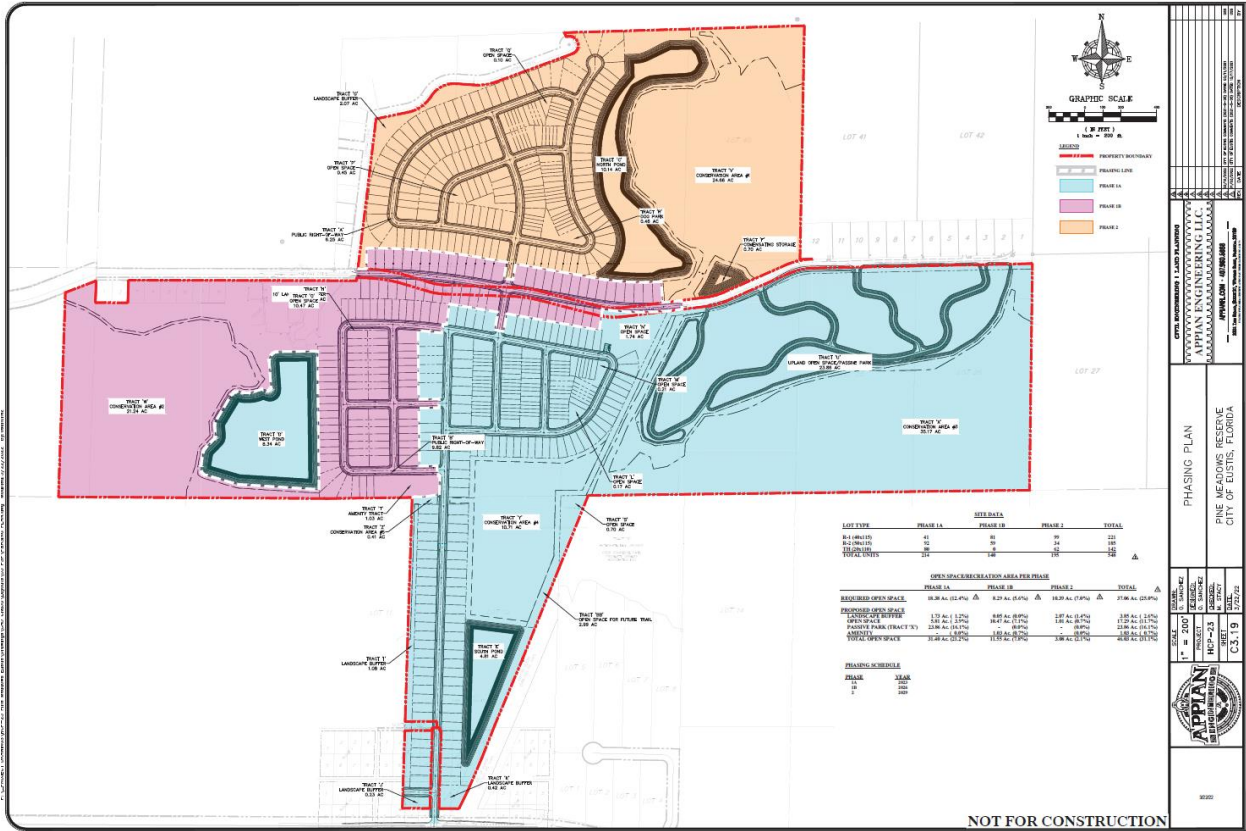
Introduction:

Resolution Number 24-59 approves and accepts the Final Subdivision Plat for Pine Meadows Reserve Phase 1A and acceptance of Performance Bond, a 209-lot residential subdivision phase of Pine Meadows Reasere located on the north and south sides of Pine Meadows Golf Course Rd, with frontage on County Road 44 (Alternate Key Numbers 1061725, 1718881, 3839388, 3839391, 3839392, 1213916, 1213908, 3901694, And 1408041)

Background:

The subject properties are 240.43 acres in total and are located in the Suburban Residential Future Land Use district with a Rural Neighborhood Design District designation.

1. The City Commission approved a Planned Unit Development Overlay and Planned Unit Development Master Plan under Ordinance Number 22-05 on March 3, 2022.
2. The City Commission approved the preliminary Subdivision Plat under Resolution Number 22-36 on June 2, 2022.
3. The Preliminary Subdivision Plan was approved with a phasing plan, shown herein.
4. The Final Plat for this phase is noted in blue: This Phase is for 209 residential lots on 241.141 acres. This final plat is for the total 241.141 acres including 2 tracts FD1 and FD2, for future development of the remaining phases. The total lot count for this phase and future phases is 548 residential lots on a total of 241.141 acres.



5. The DRC reviewed and approved the Final Engineering and Construction Plans on January 31 2023.
6. The DRC reviewed and approved the modification to Final Engineering and Construction Plans on June 7, 2023. Plan modifications were to add irrigation lines that were left off the original plan sets.
7. The Final Plat for Phase 1A of the Pine Meadows Reserve subdivision was submitted for review to the DRC on December 6, 2023, and approved by DRC on May 17, 2024.
8. The Final Plat was deemed complete and in compliance with Chapter 177 of the Florida Statutes in late May of 2024.
9. The submitted Performance Bond has been received and reviewed by the Director of Public Works and found to be acceptable.

Recommended Action:

Approve the Final Subdivision Plat for Pine Meadows Reserve and accept the Performance Bond as surety for completion of improvements.

Policy Implications:

None

Alternatives:

Approve Resolution Number 24-59, accepting the Final Plat and Performance Bond.
 Deny Resolution Number 24-59, accepting the Final Plat and Performance Bond.

Budget/Staff Impact:

None

Prepared By:

Jeff Richardson, AICP, Deputy Director

Reviewed By:

RESOLUTION NUMBER 24-59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A FINAL SUBDIVISION PLAT FOR PHASE 1A OF PINE MEADOWS RESERVE SUBDIVISION FOR 209 LOTS, ON APPROXIMATELY 240.43 ACRES OF PROPERTY LOCATED ON THE NORTH AND SOUTH SIDES OF PINE MEADOWS GOLF COURSE RD, WITH FRONTAGE ON COUNTY ROAD 44 (ALTERNATE KEY NUMBERS 1061725, 1718881, 3839388, 3839391, 3839392, 1213916, 1213908, 3901694, and 1408041).

WHEREAS, TLC Pine Meadows, LLC, the legal owner of record, has made an application for a Final Subdivision Plat approval for a 209-lot residential subdivision phase (Phase 1) on approximately 240.43 acres of real property located on the north and south sides of Pine Meadows Golf Course Rd, with frontage on County Road 44 (Alternate Key Numbers 1061725, 1718881, 3839388, 3839391, 3839392, 1213916, 1213908, 3901694, And 1408041)., more particularly described as:

A TRACT OF LAND, BEING A PORTION OF LOTS 11, 12, 25, 26 AND 37 THROUGH 39 AND ALL OF LOTS 21 THROUGH 24 AND LOT 40, MAP OF EUSTIS MEADOWS, BLOCK 2, A PORTION OF LOTS 2, 6 AND ALL OF LOTS 3, 4, 7 AND 8, BLOCK 3, A PORTION OF LOTS 4, 7, 8, AND ALL OF LOTS 1 THROUGH 6, BLOCK 14, A PORTION OF LOTS 2, 6, 7, 8 AND ALL OF LOTS 3 AND 4, BLOCK 15, A PORTION OF LOTS 2, 3, 4 AND ALL OF LOT 1, TOWN PLAT OF EUSTIS MEADOWS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 2, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A PORTION OF TRACT "B", COBB COMMERCE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 10 OF SAID PUBLIC RECORDS AND LOTS 3 THROUGH 8, PINE MEADOWS FAIRWAY ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGE 56 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALSO A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF THE ABOVE REFERENCE SECTION 36 AS THE POINT OF BEGINNING, SAID QUARTER CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 41, EUSTIS MEADOWS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA; THENCE RUN SOUTH 01°05'05" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, ALSO BEING THE WEST LINE OF SAID EUSTIS MEADOWS LOT 41, A DISTANCE OF 1,296.64 FEET TO THE SOUTHWEST CORNER OF LOT 12, GOLFPVIEW ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED AT PLAT BOOK 17, PAGE 12 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 88°49'42" EAST, ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 68.96 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PINE MEADOWS ROAD, SAID POINT LYING ON A CUSP OF A CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 383.70 FEET, A CENTRAL ANGLE OF 10°23'18", AN ARC LENGTH OF 69.59 FEET, A CHORD LENGTH

OF 69.49 FEET AND A CHORD BEARING OF SOUTH 83°38'02" WEST TO THE AFORESAID EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE RUN SOUTH 01°05'05" WEST, ALONG SAID EAST LINE 51.44 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PINE MEADOWS ROAD SAID POINT LIES ON A NON-TANGENT CURVE CONCAVE SOUTHERLY; THENCE RUN EASTERLY, ALONG SAID SOUTHERLY RIGHT-OF -WAY LINE AND SAID NON-TANGENT CURVE, HAVING A RADIUS OF 333.79 FEET, A CENTRAL ANGLE OF 12°19'18", AN ARC LENGTH OF 71.78 FEET, A CHORD LENGTH OF 71.64 FEET AND A CHORD BEARING OF NORTH 82°40'03" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 88°49'42" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 1222.62 FEET TO THE WEST LINE OF LOT 27 OF SAID EUSTIS MEADOWS, ALSO BEING THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE RUN SOUTH 00°44'53" WEST, ALONG SAID WEST LOT LINE AND SAID EAST LINE, 1257.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27, ALSO BEING THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE RUN SOUTH 89°19'27" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER AND THE WESTERLY EXTENSION THEREOF, 2453.41 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 21°55'17" WEST, 977.16 FEET; THENCE RUN SOUTH 22°46'41" WEST, 394.93 FEET; THENCE RUN SOUTH 21°34'29" WEST, 200.30 FEET; THENCE RUN SOUTH 23°17'26" WEST, 200.06 FEET; THENCE RUN SOUTH 26°26'28" WEST, 108.33 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 44; THENCE RUN NORTH 89°43'00" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 314.70 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 01°48'35" EAST, 431.66 FEET TO THE SOUTH LINE OF LOT 11 OF THE ABOVE REFERENCED EUSTIS MEADOWS; THENCE RUN NORTH 01°48'20" EAST, 1293.76 FEET TO THE NORTH LINE OF SAID LOT 11; THENCE RUN SOUTH 89°19'27" WEST, ALONG SAID NORTH LINE, 475.79 FEET; THENCE RUN NORTH 89°39'22" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36, AND THE WESTERLY EXTENSION THEREOF, 1490.55 FEET TO THE WEST LINE OF THE EAST 169.5 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 18 SOUTH RANGE 26 EAST; THENCE RUN NORTH 01°56'05" EAST, ALONG SAID WEST LINE, 1134.58 FEET TO THE SOUTH RIGHT OF WAY LINE OF PINE MEADOWS GOLF COURSE ROAD; THENCE RUN NORTH 69°07'12" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 183.26 FEET TO A POINT LYING ON THE WEST LINE OF LOT 1, PINE MEADOWS FAIRWAY ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 56 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 01°56'22" WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 121.35 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN SOUTH 89°51'42" EAST, ALONG THE SOUTH LINE OF LOT 1 AND LOT 2 OF SAID PINE MEADOWS FAIRWAY ESTATES, 180.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTH 01°55'20" EAST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 125.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID PINE MEADOWS GOLF COURSE ROAD; THENCE RUN SOUTH 89°51'42" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE 1267.13 FEET TO THE INTERSECTION WITH

THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF FAIRWAY DRIVE OF SAID PINE MEADOWS FAIRWAY ESTATES; THENCE RUN ALONG THE EAST AND SOUTHERLY RIGHT OF WAY LINE OF SAID FAIRWAY DRIVE THE FOLLOWING COURSES: NORTH 06°54'55" EAST, 904.65 FEET; NORTH 78°19'40" EAST, 178.01 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 45°01'30", AN ARC LENGTH OF 157.17 FEET, A CHORD LENGTH OF 153.15 FEET AND A CHORD BEARING OF NORTH 56°52'36" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 34°21'51" EAST, 13.03 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 60°27'30", AN ARC LENGTH OF 158.28 FEET, A CHORD LENGTH OF 151.04 FEET AND A CHORD BEARING OF NORTH 64°35'36" EAST; THENCE RUN SOUTH 85°43'43" EAST, NON-TANGENT TO SAID CURVE, 98.30 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 24°02'50", AN ARC LENGTH OF 125.91 FEET, A CHORD LENGTH OF 124.99 FEET AND A CHORD BEARING OF NORTH 81°50'19" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 69°48'54" EAST, 451.70 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 180°06'29", AN ARC LENGTH OF 157.17 FEET, A CHORD LENGTH OF 100.00 FEET AND A CHORD BEARING OF NORTH 20°14'21" WEST; THENCE RUN NORTH 25°52'20" WEST, NON-TANGENT TO SAID CURVE, 25.64 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE RUN NORTH 88°20'50" EAST, ALONG SAID NORTH SECTION LINE 1335.74 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

A STRIP OF LAND, BEING A PORTION OF THE LANDS, DESCRIBED IN THAT CERTAIN INDENTURE, AS RECORDED IN OFFICIAL RECORDS BOOK 666, PAGE 1637 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF THE ABOVE REFERENCE SECTION 36 AS THE POINT OF REFERENCE, SAID QUARTER CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 41, EUSTIS MEADOWS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA; THENCE RUN SOUTH 01°05'05" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, ALSO BEING THE WEST LINE OF SAID EUSTIS MEADOWS LOT 41, A DISTANCE OF 1,296.64 FEET TO THE SOUTHWEST CORNER OF LOT 12, GOLFVIEW ESTATES, ACCORDING TO THE PLAT THEREOF AS

RECORDED AT PLAT BOOK 17, PAGE 12 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 88°49'42" EAST, ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 68.96 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PINE MEADOWS ROAD, SAID POINT LYING ON A CUSP OF A CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 383.70 FEET, A CENTRAL ANGLE OF 10°23'18", AN ARC LENGTH OF 69.59 FEET, A CHORD LENGTH OF 69.49 FEET AND A CHORD BEARING OF SOUTH 83°38'02" WEST TO THE AFORESAID EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE RUN SOUTH 01°05'05" WEST, ALONG SAID EAST LINE 51.44 FEET TO A POINT LYING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 333.79 FEET, A CENTRAL ANGLE OF 10°12'12", AN ARC LENGTH OF 59.44 FEET, A CHORD LENGTH OF 59.36 FEET AND A CHORD BEARING OF SOUTH 71°24'18" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 66°18'12" WEST, 377.68 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 426.26 FEET, A CENTRAL ANGLE OF 16°37'20", AN ARC LENGTH OF 123.66 FEET, A CHORD LENGTH OF 123.23 FEET AND A CHORD BEARING OF SOUTH 74°36'52" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 82°55'32" WEST, 457.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 436.24 FEET, A CENTRAL ANGLE OF 21°34'10", AN ARC LENGTH OF 164.23 FEET, A CHORD LENGTH OF 163.26 FEET AND A CHORD BEARING OF NORTH 86°17'23" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 75°30'18" WEST, 321.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 670.55 FEET, A CENTRAL ANGLE OF 12°31'40", AN ARC LENGTH OF 146.62 FEET, A CHORD LENGTH OF 146.32 FEET AND A CHORD BEARING OF NORTH 81°46'08" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 88°01'58" WEST, 376.82 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 398.97 FEET, A CENTRAL ANGLE OF 14°56'00", AN ARC LENGTH OF 103.99 FEET, A CHORD LENGTH OF 103.69 FEET AND A CHORD BEARING OF NORTH 80°33'58" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 73°05'58" WEST, 129.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 821.47 FEET, A CENTRAL ANGLE OF 16°45'50", AN ARC LENGTH OF 240.35 FEET, A CHORD LENGTH OF 239.49 FEET AND A CHORD BEARING OF NORTH 81°28'53" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°51'48" WEST, 29.68 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF FAIRWAY DRIVE, AS RECORDED IN PLAT BOOK 17, PAGE 56 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 06°54'55" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 50.35 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°51'48" EAST, 23.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN

SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 871.47 FEET, A CENTRAL ANGLE OF 16°45'50", AN ARC LENGTH OF 254.98 FEET, A CHORD LENGTH OF 254.07 FEET AND A CHORD BEARING OF SOUTH 81°28'53" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 73°05'58" EAST, 129.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 348.97 FEET, A CENTRAL ANGLE OF 14°56'00", AN ARC LENGTH OF 90.95 FEET, A CHORD LENGTH OF 90.70 FEET AND A CHORD BEARING OF SOUTH 80°33'58" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 88°01'58" EAST, 376.82 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 720.55 FEET, A CENTRAL ANGLE OF 12°31'40", AN ARC LENGTH OF 157.55 FEET, A CHORD LENGTH OF 157.24 FEET AND A CHORD BEARING OF SOUTH 81°46'08" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 75°30'18" EAST, 321.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 386.24 FEET, A CENTRAL ANGLE OF 21°34'10", AN ARC LENGTH OF 145.40 FEET, A CHORD LENGTH OF 144.55 FEET AND A CHORD BEARING OF SOUTH 86°17'23" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 82°55'32" EAST, 457.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 376.26 FEET, A CENTRAL ANGLE OF 16°37'20", AN ARC LENGTH OF 109.16 FEET, A CHORD LENGTH OF 108.78 FEET AND A CHORD BEARING OF NORTH 74°36'52" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 66°18'12" EAST, 377.68 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 383.79 FEET, A CENTRAL ANGLE OF 12°08'12", AN ARC LENGTH OF 81.30 FEET, A CHORD LENGTH OF 81.14 FEET AND A CHORD BEARING OF NORTH 72°22'17" EAST TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA.

WHEREAS, the property described above has a Land Use Designation of Suburban Residential (SR), and a Design District Designation of Rural Neighborhood (RN); and

WHEREAS, residential uses are permitted uses in the Suburban Residential (SR) land use designation; and

WHEREAS, the Eustis City Commission approved the Planned Unit Development Overlay and PUD Master Plan for Pine Meadows Reserve on March 3, 2022 via Ordinance Number 22-05; and

WHEREAS, the Eustis City Commission approved the Preliminary Subdivision Plat on June 2, 2022 via Resolution Number 22-36; and

WHEREAS, the subject plat has been reviewed and found to be in compliance with Chapter 177 of the Florida State Statutes; and

WHEREAS, the proposed plat as submitted is consistent with the City's Comprehensive Plan, Land Development Regulations, Ordinance Number 22-05 and Resolution Number 22-36; and

WHEREAS, the applicant has submitted Covenants, Conditions, and Restrictions consistent with City requirements.

WHEREAS, the City Commission finds that approval of the requested final plat does not violate the general intent and purpose of the Land Development Regulations and is in the best interest of the public health, safety, and welfare; and

WHEREAS, the developer's engineer is required to certify that all the facilities have been constructed in accordance with the approved construction plans and specifications; and

WHEREAS, clearances from applicable State agencies and test reports related to road and water systems construction, the City will conduct applicable inspections, and make recommendation for final acceptance of the subdivision infrastructure, when complete; and

WHEREAS, some other subdivision improvements are yet to be complete as required by the approved subdivision plan pursuant to Resolution Number 22-36; and

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

WHEREAS, to ensure compliance with the approved subdivision plan, the developer has posted performance bonds for uncompleted infrastructure, and

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

SECTION 1.

That the final plat for the Pine Meadows Reserve Phase 1 Subdivision is hereby approved and shall be recorded in the public records of Lake County, Florida.

SECTION 2.

That the City Manager is hereby authorized to release the provided security as follows:

- a. Upon completion of infrastructure according to the Preliminary Subdivision Plan, Resolution Number 22-36, and attendant Final Engineering and Construction Plans, and the Public Works Director verifying that no deficiencies exist, the City Manager is authorized to release the performance bond for completion of those improvements.

- b. Before the release of the Performance Bond, the two (2) year Maintenance Bond must be provided and accepted by the City of Eustis.
- c. At the end of the two (2) year maintenance period, before the release of the Maintenance Bond, the Public Works Director shall verify that no deficiencies exist, the City Manager is then authorized to release the Maintenance Bond.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

That this Resolution shall become effective upon filing.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 18th day of July, 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 18th day of July, 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:

PINE MEADOWS RESERVE PHASE 1A

A REPLAT OF A PORTION OF LOTS 11, 12, 25, 26 AND 37 THROUGH 39 AND ALL OF LOTS 21 THROUGH 24 AND LOT 40, MAP OF EUSTIS MEADOWS, BLOCK 2, A PORTION OF LOTS 2, 6 AND ALL OF LOTS 3, 4, 7 AND 8, BLOCK 3, A PORTION OF LOTS 4, 7, 8 AND ALL LOTS 1, 2, 3, 4, 5, AND 6 BLOCK 14, A PORTION OF LOTS 2, 6, 7, 8 AND ALL OF LOTS 3 AND 4, BLOCK 15, A PORTION OF LOTS 2, 3, 4 AND ALL OF LOT 1, TOWN PLAT OF EUSTIS MEADOWS, RECORDED IN PLAT BOOK 1, PAGE 2, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A PORTION OF TRACT "B" COBB COMMERCE PARK, RECORDED IN PLAT BOOK 70, PAGE 10 OF SAID PUBLIC RECORDS AND LOT 3 THROUGH 8, PINE MEADOWS FAIRWAY ESTATES, RECORDED IN PLAT BOOK 17, PAGE 56 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALSO A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 26 EAST, ALL LOCATED IN SECTIONS 35 AND 36, TOWNSHIP 18 SOUTH, RANGE 26 EAST, CITY OF EUSTIS, LAKE COUNTY, FLORIDA.

LEGAL DESCRIPTION

A TRACT OF LAND, BEING A PORTION OF LOTS 11, 12, 25, 26 AND 37 THROUGH 39 AND ALL OF LOTS 21 THROUGH 24 AND LOT 40, MAP OF EUSTIS MEADOWS, BLOCK 2, A PORTION OF LOTS 2, 6 AND ALL OF LOTS 3, 4, 7 AND 8, BLOCK 3, A PORTION OF LOTS 4, 7, 8 AND ALL OF LOTS 1 THROUGH 6, BLOCK 14, A PORTION OF LOTS 2, 6, 7, 8 AND ALL OF LOTS 3 AND 4, BLOCK 15, A PORTION OF LOTS 2, 3, 4 AND ALL OF LOT 1, TOWN PLAT OF EUSTIS MEADOWS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 2, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A PORTION OF TRACT "B", COBB COMMERCE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 10 OF SAID PUBLIC RECORDS AND LOTS 3 THROUGH 8, PINE MEADOWS FAIRWAY ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGE 56 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALSO A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF THE ABOVE REFERENCE SECTION 36 AS THE POINT OF BEGINNING, SAID QUARTER CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 41, MAP OF EUSTIS MEADOWS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA. THENCE RUN SOUTH 01°05'05" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, ALSO BEING THE WEST LINE OF SAID MAP OF EUSTIS MEADOWS LOT 41, A DISTANCE OF 1,296.64 FEET TO THE SOUTHWEST CORNER OF LOT 12, GULFVIEW ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED AT PLAT BOOK 17, PAGE 12 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 88°49'42" EAST, ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 68.96 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PINE MEADOWS ROAD, SAID POINT LYING ON A CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 383.79 FEET, A CENTRAL ANGLE OF 10°23'18"; AN ARC LENGTH OF 69.59 FEET, A CHORD LENGTH OF 69.49 FEET AND A CHORD BEARING OF SOUTH 83°38'02" WEST TO THE AFORESAID EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE RUN SOUTH 01°05'05" WEST, ALONG SAID EAST LINE 51.44 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PINE MEADOWS ROAD SAID POINT LIES ON A NON-TANGENT CURVE CONCAVE SOUTHERLY; THENCE RUN EASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE, HAVING A RADIUS OF 333.79 FEET, A CENTRAL ANGLE OF 12°19'18", AN ARC LENGTH OF 71.78 FEET, A CHORD LENGTH OF 71.64 FEET AND A CHORD BEARING OF NORTH 82°40'03" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 88°49'42" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 1222.62 FEET TO THE WEST LINE OF LOT 27 OF SAID MAP OF EUSTIS MEADOWS, ALSO BEING THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE RUN SOUTH 00°44'53" WEST, ALONG SAID WEST LOT LINE AND SAID EAST LINE, 1257.41 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27, ALSO BEING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE RUN SOUTH 89°19'27" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER AND THE WESTERLY EXTENSION THEREOF, 2453.41 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 21°55'17" WEST, 977.16 FEET; THENCE RUN SOUTH 22°46'41" WEST, 394.93 FEET; THENCE RUN SOUTH 21°34'29" WEST, 200.30 FEET; THENCE RUN SOUTH 23°17'26" WEST, 200.06 FEET; THENCE RUN SOUTH 26°26'28" WEST, 108.33 FEET TO THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 44; THENCE RUN NORTH 89°43'00" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 314.70 FEET; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 01°48'35" EAST, 431.66 FEET TO THE SOUTH LINE OF LOT 11 OF THE ABOVE REFERENCED MAP OF EUSTIS MEADOWS; THENCE RUN NORTH 01°48'20" EAST, 1293.76 FEET TO THE NORTH LINE OF SAID LOT 11; THENCE RUN SOUTH 89°19'27" WEST, ALONG SAID NORTH LINE, 475.79 FEET; THENCE RUN NORTH 89°39'22" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 35, AND THE WESTERLY EXTENSION THEREOF, 1490.55 FEET TO THE WEST LINE OF THE EAST 169.5 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 18 SOUTH RANGE 26 EAST; THENCE RUN NORTH 01°56'05" EAST, ALONG SAID WEST LINE, 1134.58 FEET TO THE SOUTH RIGHT OF WAY LINE OF PINE MEADOWS GOLF COURSE ROAD; THENCE RUN NORTH 69°07'12" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 183.26 FEET TO A POINT LYING ON THE WEST LINE OF LOT 1, PINE MEADOWS FAIRWAY ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 56 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 01°56'22" WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 121.35 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN SOUTH 89°51'42" EAST, ALONG THE SOUTH LINE OF LOT 1 AND LOT 2 OF SAID PINE MEADOWS FAIRWAY ESTATES, 180.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN NORTH 01°55'20" EAST, ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 125.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID PINE MEADOWS GOLF COURSE ROAD; THENCE RUN SOUTH 89°51'42" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE 1267.13 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF FAIRWAY DRIVE OF SAID PINE MEADOWS FAIRWAY ESTATES; THENCE RUN ALONG THE EAST AND SOUTHERLY RIGHT OF WAY LINE OF SAID FAIRWAY DRIVE THE FOLLOWING COURSES: NORTH 06°54'55" EAST, 904.65 FEET; NORTH 78°19'40" EAST, 178.01 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 45°01'30"; AN ARC LENGTH OF 157.17 FEET, A CHORD LENGTH OF 153.15 FEET AND A CHORD BEARING OF NORTH 56°52'36" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 34°21'51" EAST, 13.03 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 60°27'30", AN ARC LENGTH OF 158.28 FEET, A CHORD LENGTH OF 151.04 FEET AND A CHORD BEARING OF NORTH 64°35'36" EAST; THENCE RUN SOUTH 85°43'43" EAST, NON-TANGENT TO SAID CURVE, 98.30 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 24°02'50"; AN ARC LENGTH OF 125.91 FEET, A CHORD LENGTH OF 124.99 FEET AND A CHORD BEARING OF NORTH 81°50'19" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 69°48'54" EAST, 44.70 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 180°06'29"; AN ARC LENGTH OF 157.17 FEET, A CHORD LENGTH OF 100.00 FEET AND A CHORD BEARING OF NORTH 20°14'21" WEST; THENCE RUN NORTH 25°52'20" WEST, NON-TANGENT TO SAID CURVE, 25.64 FEET TO THE NORTH LINE OF THE AFORESAID SECTION 36; THENCE RUN NORTH 88°20'50" EAST, ALONG SAID NORTH SECTION LINE 1335.74 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A STRIP OF LAND, BEING A PORTION OF THE LANDS, DESCRIBED IN THAT CERTAIN INDENTURE, AS RECORDED IN OFFICIAL RECORDS BOOK 666, PAGE 1637 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER CORNER OF THE ABOVE REFERENCE SECTION 36 AS THE POINT OF REFERENCE, SAID QUARTER CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 41, MAP OF EUSTIS MEADOWS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA; THENCE RUN SOUTH 01°05'05" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36, ALSO BEING THE WEST LINE OF SAID MAP OF EUSTIS MEADOWS LOT 41, A DISTANCE OF 1,296.64 FEET TO THE SOUTHWEST CORNER OF LOT 12, GULFVIEW ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED AT PLAT BOOK 17, PAGE 12 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 88°49'42" EAST, ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 68.96 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PINE MEADOWS ROAD, SAID POINT LYING ON A CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 383.79 FEET, A CENTRAL ANGLE OF 10°23'18"; AN ARC LENGTH OF 69.59 FEET, A CHORD LENGTH OF 69.49 FEET AND A CHORD BEARING OF SOUTH 83°38'02" WEST TO THE AFORESAID EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE RUN SOUTH 01°05'05" WEST, ALONG SAID EAST LINE 51.44 FEET TO A POINT LYING ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 333.79 FEET, A CENTRAL ANGLE OF 10°12'12"; AN ARC LENGTH OF 59.44 FEET, A CHORD LENGTH OF 59.36 FEET AND A CHORD BEARING OF SOUTH 71°24'18" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 66°18'12" WEST, 377.68 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 426.26 FEET, A CENTRAL ANGLE OF 16°37'20"; AN ARC LENGTH OF 123.66 FEET, A CHORD LENGTH OF 123.23 FEET AND A CHORD BEARING OF SOUTH 74°36'52" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 82°55'32" WEST, 457.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 436.24 FEET, A CENTRAL ANGLE OF 21°34'10"; AN ARC LENGTH OF 164.23 FEET, A CHORD LENGTH OF 163.26 FEET AND A CHORD BEARING OF NORTH 86°17'23" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 75°30'18" WEST, 321.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 670.55 FEET, A CENTRAL ANGLE OF 12°31'40"; AN ARC LENGTH OF 146.62 FEET, A CHORD LENGTH OF 146.32 FEET AND A CHORD BEARING OF NORTH 81°46'08" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 88°01'58" WEST, 376.82 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 398.97 FEET, A CENTRAL ANGLE OF 14°56'00"; AN ARC LENGTH OF 103.99 FEET, A CHORD LENGTH OF 103.69 FEET AND A CHORD BEARING OF NORTH 80°33'58" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 73°05'58" WEST, 129.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 821.47 FEET, A CENTRAL ANGLE OF 16°45'50"; AN ARC LENGTH OF 240.35 FEET, A CHORD LENGTH OF 239.49 FEET AND A CHORD BEARING OF NORTH 81°28'53" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°51'48" WEST, 29.68 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF FAIRWAY DRIVE, AS RECORDED IN PLAT BOOK 17, PAGE 56 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 06°54'55" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 50.35 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°51'48" EAST, 23.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 871.47 FEET, A CENTRAL ANGLE OF 16°45'50"; AN ARC LENGTH OF 254.98 FEET, A CHORD LENGTH OF 254.07 FEET AND A CHORD BEARING OF SOUTH 81°28'53" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 73°05'58" EAST, 129.05 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 348.97 FEET, A CENTRAL ANGLE OF 14°56'00"; AN ARC LENGTH OF 90.95 FEET, A CHORD LENGTH OF 90.70 FEET AND A CHORD BEARING OF SOUTH 80°33'58" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 88°01'58" EAST, 376.82 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 720.55 FEET, A CENTRAL ANGLE OF 12°31'40"; AN ARC LENGTH OF 157.55 FEET, A CHORD LENGTH OF 157.24 FEET AND A CHORD BEARING OF SOUTH 81°46'08" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 75°30'18" EAST, 321.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 386.24 FEET, A CENTRAL ANGLE OF 21°34'10"; AN ARC LENGTH OF 145.50 FEET, A CHORD LENGTH OF 145.55 FEET AND A CHORD BEARING OF SOUTH 86°17'23" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 82°55'32" EAST, 457.88 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 376.26 FEET, A CENTRAL ANGLE OF 16°37'20"; AN ARC LENGTH OF 109.16 FEET, A CHORD LENGTH OF 108.78 FEET AND A CHORD BEARING OF NORTH 74°36'52" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 66°18'12" EAST, 377.68 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 383.79 FEET, A CENTRAL ANGLE OF 12°08'12"; AN ARC LENGTH OF 81.30 FEET, A CHORD LENGTH OF 81.14 FEET AND A CHORD BEARING OF NORTH 72°22'17" EAST TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA AND CONTAINS 241.141 ACRES MORE OR LESS.

26. City of Eustis Ordinance Number 20-42 recorded March 30, 2021 in Official Records Book 5674, Page 787, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE SUBJECT PROPERTY.

27. City of Eustis Ordinance Number 20-43 recorded March 30, 2021 in Official Records Book 5674, Page 794, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE SUBJECT PROPERTY.

28. City of Eustis Ordinance Number 22-05 recorded March 22, 2022 in Official Records Book 5921, Page 2458, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE SUBJECT PROPERTY.

29. City of Eustis Resolution Number 22-36 recorded June 20, 2022 in Official Records Book 5977, Page 1736, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE SUBJECT PROPERTY.

30. Notice of Establishment of the Hicks Ditch Community Development District recorded November 16, 2022 in Official Records Book 6052, Page 2149, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE SUBJECT PROPERTY.

31. City of Eustis Ordinance Number 22-21 recorded December 6, 2022 in Official Records Book 6061, Page 1510, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE SUBJECT PROPERTY.

32. Recorded Notice of Environmental Resource Permit recorded February 9, 2023 in Official Records Book 6091, Page 472, Public Records of Lake County, Florida. NOT A MATTER OF SURVEY.

33. Final Judgment Validating Revenue Bonds recorded March 28, 2023 in Official Records Book 6114, Page 1761, Public Records of Lake County, Florida. NOT A MATTER OF SURVEY.

34. Hicks Ditch Community Development District Notice of Special Assessments/Governmental Lien of Record (Master) recorded May 16, 2023 in Official Records Book 6143, Page 377, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE SUBJECT PROPERTY.

35. Notice of Commencement recorded September 20, 2023 in Official Records Book 6213, Page 814, Public Records of Lake County, Florida. NOT A MATTER OF SURVEY.

19 Notice of City of Eustis' Approval of a Lot Split recorded August 26, 2009 in Official Records Book 3811, Page 816, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE TRIANGLE PARCEL.

20. Perpetual Utility Easement in favor of Sumter Electric Cooperative, Inc., a Florida corporation, recorded October 19, 2009 in Official Records Book 3831, Page 482 and together with and affected by Partial Release of Easement recorded February 6, 2018 in Official Records Book 5063, Page 716, all of the Public Records of Lake County, Florida. IS SHOWN HEREON AND DOES AFFECT THE TRIANGLE PARCEL.

21. City of Eustis Resolution No. 17-73 recorded November 20, 2017 in Official Records Book 5028, Page 2152, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE TRIANGLE PARCEL.

22. Recorded Notice of Environmental Resource Permit recorded May 8, 2018 in Official Records Book 5106, Page 393, Public Records of Lake County, Florida. NOT A MATTER OF SURVEY.

23. Declaration of Covenants, Conditions and Restrictions for Cobb Commerce Park recorded May 18, 2018 in Official Records Book 5112, Page 204, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE TRIANGLE PARCEL.

24. Lake County Ordinance No. 2020-35 recorded July 24, 2020 in Official Records Book 5510, Page 1259, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE SUBJECT PROPERTY.

25. City of Eustis Ordinance Number 20-41 recorded March 30, 2021 in Official Records Book 5674, Page 781, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE SUBJECT PROPERTY.

10. Easement in favor of Florida Power Corporation recoded June 4, 1986 in Official Records Book 878, Page 1571, Public Records of Lake County, Florida. IS SHOWN HEREON AND DOES NOT AFFECT THE SUBJECT PARCEL.

11. City of Eustis Ordinance No. 94-03 recorded March 14, 1994 in Official Records Book 1282, Page 930, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT LOT 12.

12. City of Eustis Ordinance No. 95-11 recorded June 15, 1995 in Official Records Book 1368, Page 1368, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE SUBJECT PROPERTY.

13. City of Eustis Resolution 02-61 recorded March 25, 2003 in Official Records Book 2284, Page 252, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT SECTION 35 LYING NORTH OF COUNTY ROAD 44.

14. City of Eustis Resolution 02-62 recorded March 25, 2003 in Official Records Book 2284, Page 451, Public Records of Lake County, Florida. IS SHOWN HEREON AND DOES NOT AFFECT THE SUBJECT PARCEL.

15. City of Eustis Resolution No. 06-17 recorded May 18, 2006 in Official Records Book 3164, Page 2312, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE TRIANGLE PARCEL.

16. Notice of City of Eustis' Approval of a Lot Split recorded May 22, 2009 in Official Records Book 3773, Page 1296, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE TRIANGLE PARCEL.

17. Lake County Ordinance #2009-35 recorded July 20, 2009 in Official Records Book 3796, Page 1037, Public Records of Lake County, Florida. IS BLANKET IN NATURE AND DOES AFFECT THE SUBJECT PROPERTY.

18. Perpetual Utility Easement in favor of Sumter Electric Cooperative, Inc., a Florida corporation, recorded August 25, 2009 in Official Records Book 3810, Page 1829, Public Records of Lake County, Florida. IS NOT SHOWN HEREON AND DOES NOT AFFECT THE SUBJECT PARCEL.

ITEMS INCLUDED IN THE PROPERTY INFORMATION REPORT NO. 11417985

- Map of Eustis Meadows and Town Plat of Eustis Meadows recorded in Plat Book 1, Page 2 and together with and affected by Resolution recorded October 11, 1995 in Official Records Book 296, Page 616, all of the Public Records of Lake County, Florida. IS SHOWN HEREON AND DOES AFFECT THE SUBJECT PARCEL.
- Plat of Pine Meadows Fairway Estates recorded in Plat Book 17, Page 56, Public Records of Lake County, Florida. IS SHOWN HEREON AND DOES AFFECT THE SUBJECT PARCEL.
- Plat of Cobb Commerce Park recorded in Plat Book 70, Page 10, Public Records of Lake County, Florida. IS SHOWN HEREON AND DOES NOT AFFECT THE SUBJECT PARCEL.
- Warranty Deed in favor of the County of Lake, a political subdivision of the State of Florida, recorded December 2, 1958 in Official Records Book 68, Page 125 and Quit Claim Deed to the City of Eustis recorded January 2, 1979 in Official Records Book 666, Page 1637, all of the Public Records of Lake County, Florida. IS SHOWN HEREON AND DOES AFFECT THE SUBJECT PARCEL.
- Right-of-Way Easement in favor of Sumter Electric Cooperative, Inc., a Florida corporation, recorded August 1, 1966 in Official Records Book 317, Page 533, Public Records of Lake County, Florida. MAY AFFECT THE SUBJECT PROPERTY, BUT THE LEGAL IS ILLEGIBLE.
- Right-of-Way Easement in favor of Sumter Electric Cooperative, Inc., a Florida corporation, recorded June 29, 1970 in Official Records Book 407, Page 842, Public Records of Lake County, Florida. IS SHOWN HEREON AND DOES AFFECT THE SUBJECT PARCEL.
- Right-of-Way Easement in favor of Sumter Electric Cooperative, Inc., a Florida corporation, recorded June 29, 1970 in Official Records Book 407, Page 848, Public Records of Lake County, Florida. IS SHOWN HEREON AND DOES AFFECT THE SUBJECT PARCEL.
- Grant of Easement in favor of Lena M. Rhodes recorded June 2, 1972 in Official Records Book 467, Page 536 and together with the Amendment to Grant of Easement recorded August 4, 1972 in Official Records Book 474, Page 535; all of the Public Records of Lake County, Florida. IS SHOWN HEREON AND DOES AFFECT THE SUBJECT PARCEL.
- Easement as contained in that certain Quit-Claim Deed recorded May 26, 1982 in Official Records Book 750, Page 1135, Public Records of Lake County, Florida. DOES NOT AFFECT THE SUBJECT PARCEL.

PEC SURVEYING AND MAPPING, LLC
 CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
 2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

NOTICE:

"THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."

INDEX
 SHEET 1 = COVER SHEET
 SHEET 2 = BOUNDARY AND KEY MAP
 SHEETS 3-8 = DETAIL SHEETS

PINE MEADOWS RESERVE PHASE 1A DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, That TLC Pine Meadows, LLC, a Florida Limited Liability Company fee simple owner of a portion of the land described and platted herein, as Pine Meadows Reserve Phase 1, being in the City of Eustis, Lake County, Florida, have caused said lands to be surveyed and platted as shown hereon and does hereby dedicate as follows: All easements, streets and rights-of-way, shown on this plat are hereby dedicated in perpetuity to public utilities and to the city for the use and benefit of the public.

IN WITNESS WHEREOF, TLC Pine Meadows, LLC., a Florida Limited Liability Company, has caused this Dedication to be executed in its name by the below-named officer thereunto duly authorized this _____ day of _____, 2024.

Signed, sealed and delivered in the presence of the following two witnesses:

TLC Pine Meadows LLC
 a Florida Limited Liability Company
 Print Name: _____ Andrew J. Orosz
 (Witness) _____ President

Print Name: _____
 (Witness) _____
 STATE OF FLORIDA
 COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, _____ day of _____, 2024, by Andrew J. Orosz as _____ President of TLC Pine Meadows LLC, on behalf of the company, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public
 Print Name _____
 My Commission Expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered professional surveyor & mapper, pursuant to F.S. ch 472, does hereby certify that on _____, _____ the completed the survey of the lands as shown in the foregoing plat; that said plat is a correct presentation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed and each P.C.P. will be set as shown thereon as required by Florida Statutes, and that said land is located in the City of Eustis, Florida. Further, the undersigned certifies that the foregoing plat was prepared under his or her direction and supervision and that the plat complies with all requirements of Chapter 177, Part 1, Platting, Florida Statutes.

Dated: _____ Signed: _____
 DAVID A. WHITE, P.S.M.
 REGISTRATION NUMBER LS 4044
 PEC - SURVEYING AND MAPPING, LLC
 2100 ALAFAYA TRAIL, SUITE 203
 OVIEDO, FLORIDA 32765
 CERTIFICATE OF AUTHORIZATION
 LB-7808

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS THE CERTIFY That this Plat has been reviewed in accordance with Chapter 177 including Section 177.081(1), Florida Statutes, and approved by the Eustis City Commission for record on the _____ day of _____, 2024.

Attest: _____ City of Eustis
 City Clerk _____ Mayor
 Print Name _____ Print Name _____

REVIEW OF SURVEYOR & MAPPER FOR THE CITY OF EUSTIS

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT".

Signed: _____ Date: _____
 Printed Name: _____ Registration No. _____
 Florida Professional Surveyor and Mapper
 representing The City of Eustis

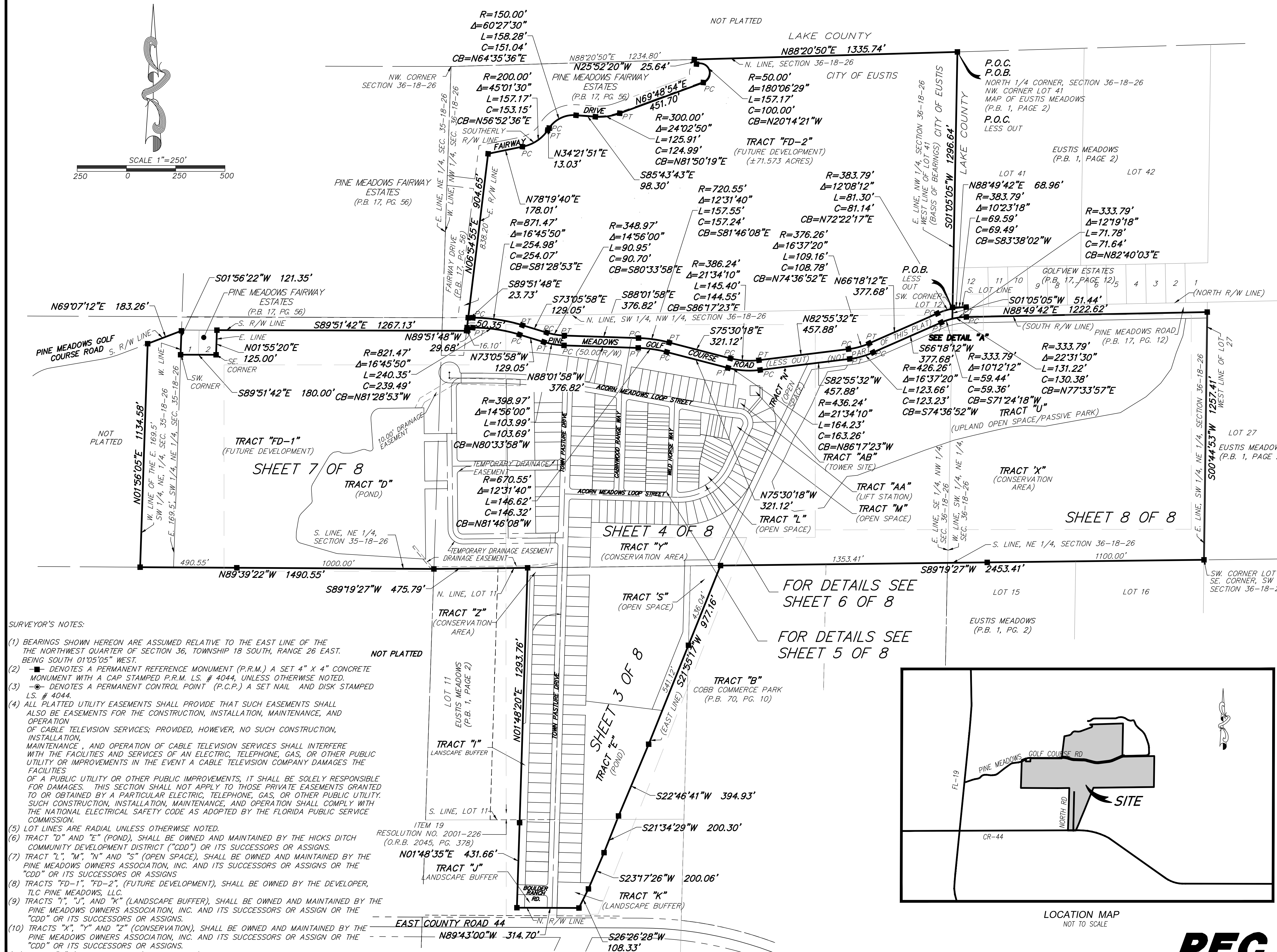
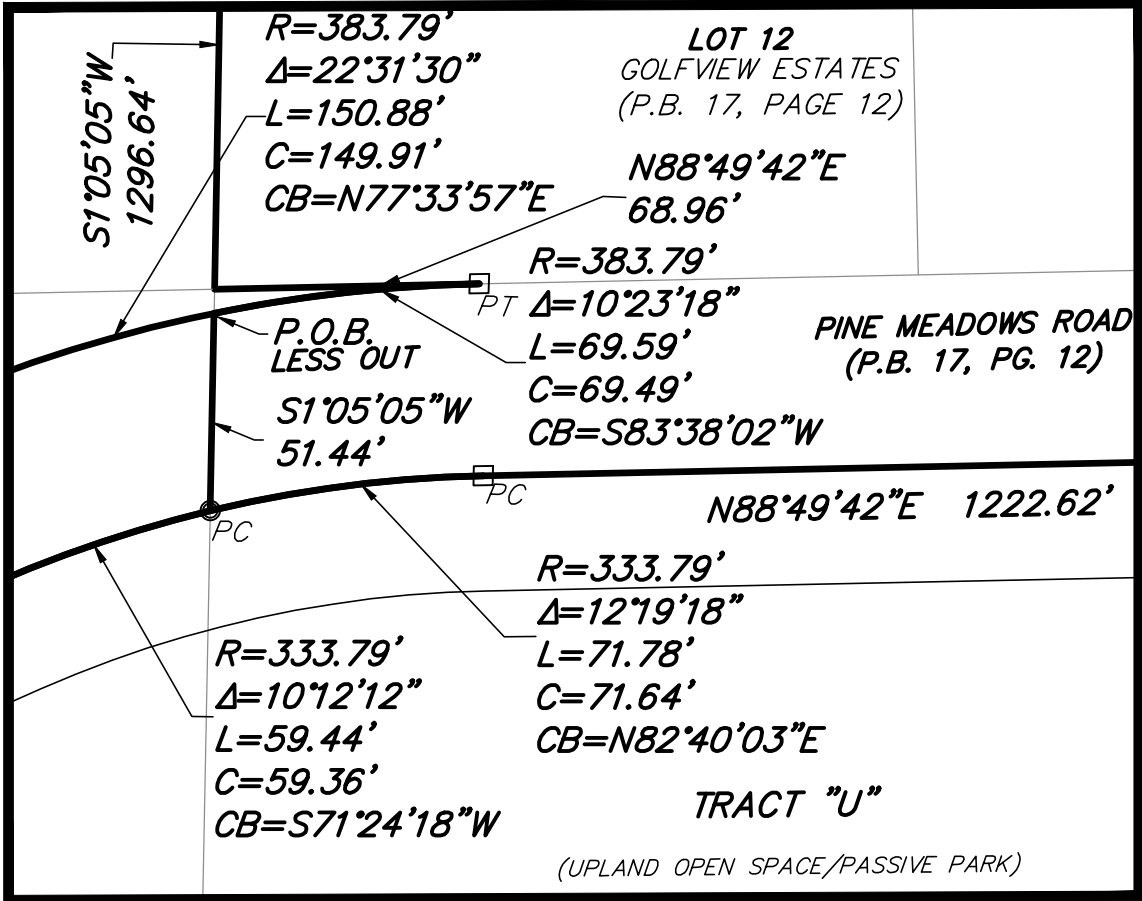
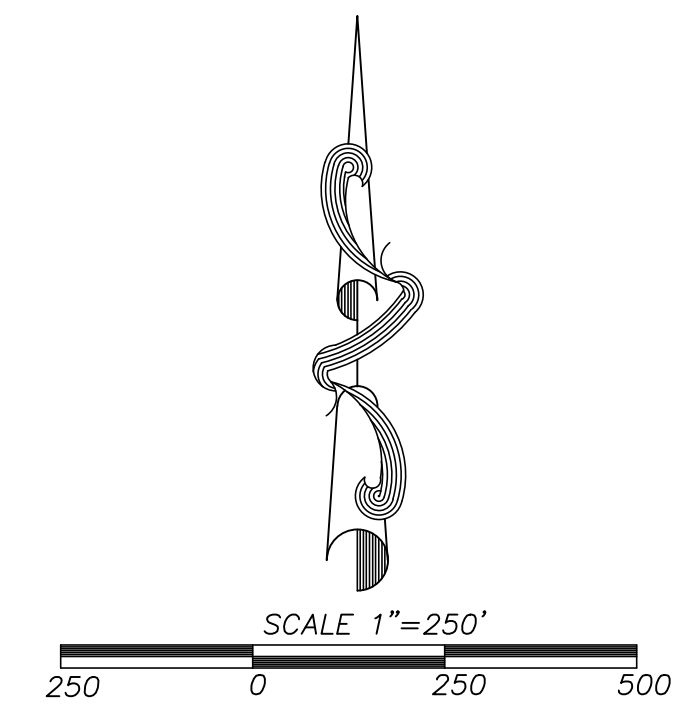
CIRCUIT COURT CLERK CERTIFICATION

I hereby certify that the foregoing Plat was filed for record this _____ day of _____, 2024 and recorded on Page _____ of Plat Book _____ in the office of the Clerk of the Circuit Court of Lake County, Florida.

By: _____
 Clerk of Circuit Court, Lake County, Florida.

PINE MEADOWS RESERVE PHASE 1A

A REPLAT OF A PORTION OF LOTS 11, 12, 25, 26 AND 37 THROUGH 39 AND ALL OF LOTS 21 THROUGH 24 AND LOT 40, MAP OF EUSTIS MEADOWS, BLOCK 2, A PORTION OF LOTS 2, 6 AND ALL OF LOTS 3, 4, 7 AND 8, BLOCK 3, A PORTION OF LOTS 4, 7, 8 AND ALL LOTS 1, 2, 3, 4, 5, AND 6 BLOCK 14, A PORTION OF LOTS 2, 6, 7, 8 AND ALL OF LOTS 3 AND 4, BLOCK 15, A PORTION OF LOTS 2, 3, 4 AND ALL OF LOT 1, TOWN PLAT OF EUSTIS MEADOWS, RECORDED IN PLAT BOOK 1, PAGE 2, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A PORTION OF TRACT "B" COBB COMMERCE PARK, RECORDED IN PLAT BOOK 70, PAGE 10 OF SAID PUBLIC RECORDS AND LOT 3 THROUGH 8, PINE MEADOWS FAIRWAY ESTATES, RECORDED IN PLAT BOOK 17, PAGE 56 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ALSO A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 26 EAST, ALL LOCATED IN SECTIONS 35 AND 36, TOWNSHIP 18 SOUTH, RANGE 26 EAST, CITY OF EUSTIS, LAKE COUNTY, FLORIDA.



- SURVEYOR'S NOTES:**
- BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 26 EAST, BEING SOUTH 01°05'05" WEST.
 - DENOTES A PERMANENT REFERENCE MONUMENT (P.R.M.) A SET 4" X 4" CONCRETE MONUMENT WITH A CAP STAMPED P.R.M. L.S. # 4044, UNLESS OTHERWISE NOTED.
 - DENOTES A PERMANENT CONTROL POINT (P.C.P.) A SET NAIL AND DISK STAMPED L.S. # 4044.
 - ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY OR IMPROVEMENTS IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY OR OTHER PUBLIC IMPROVEMENTS, IT SHALL BE SOLELY RESPONSIBLE FOR DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
 - LOT LINES ARE RADIAL UNLESS OTHERWISE NOTED.
 - TRACT "D" AND "E" (POND), SHALL BE OWNED AND MAINTAINED BY THE HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT ("CDD") OR ITS SUCCESSORS OR ASSIGNS.
 - TRACT "L", "M", "N" AND "S" (OPEN SPACE), SHALL BE OWNED AND MAINTAINED BY THE PINE MEADOWS OWNERS ASSOCIATION, INC. AND ITS SUCCESSORS OR ASSIGNS OR THE "CDD" OR ITS SUCCESSORS OR ASSIGNS.
 - TRACTS "FD-1", "FD-2", (FUTURE DEVELOPMENT), SHALL BE OWNED BY THE DEVELOPER, TLC PINE MEADOWS, LLC.
 - TRACTS "I", "J", AND "K" (LANDSCAPE BUFFER), SHALL BE OWNED AND MAINTAINED BY THE PINE MEADOWS OWNERS ASSOCIATION, INC. AND ITS SUCCESSORS OR ASSIGNS OR THE "CDD" OR ITS SUCCESSORS OR ASSIGNS.
 - TRACTS "X", "Y" AND "Z" (CONSERVATION), SHALL BE OWNED AND MAINTAINED BY THE PINE MEADOWS OWNERS ASSOCIATION, INC. AND ITS SUCCESSORS OR ASSIGNS OR THE "CDD" OR ITS SUCCESSORS OR ASSIGNS.
 - TRACT "U" (UPLAND BUFFER/PASSIVE PARK), SHALL BE OWNED AND MAINTAINED BY THE PINE MEADOWS OWNERS ASSOCIATION, INC. AND ITS SUCCESSORS OR ASSIGNS OR THE HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT ("CDD") OR ITS SUCCESSORS OR ASSIGNS.
 - TRACT "AA" (LIFT STATION TRACT) SHALL BE OWNED AND MAINTAINED BY THE CITY.
 - TRACT "AB" (TOWER SITE) TO BE RETAINED BY THE DEVELOPER.

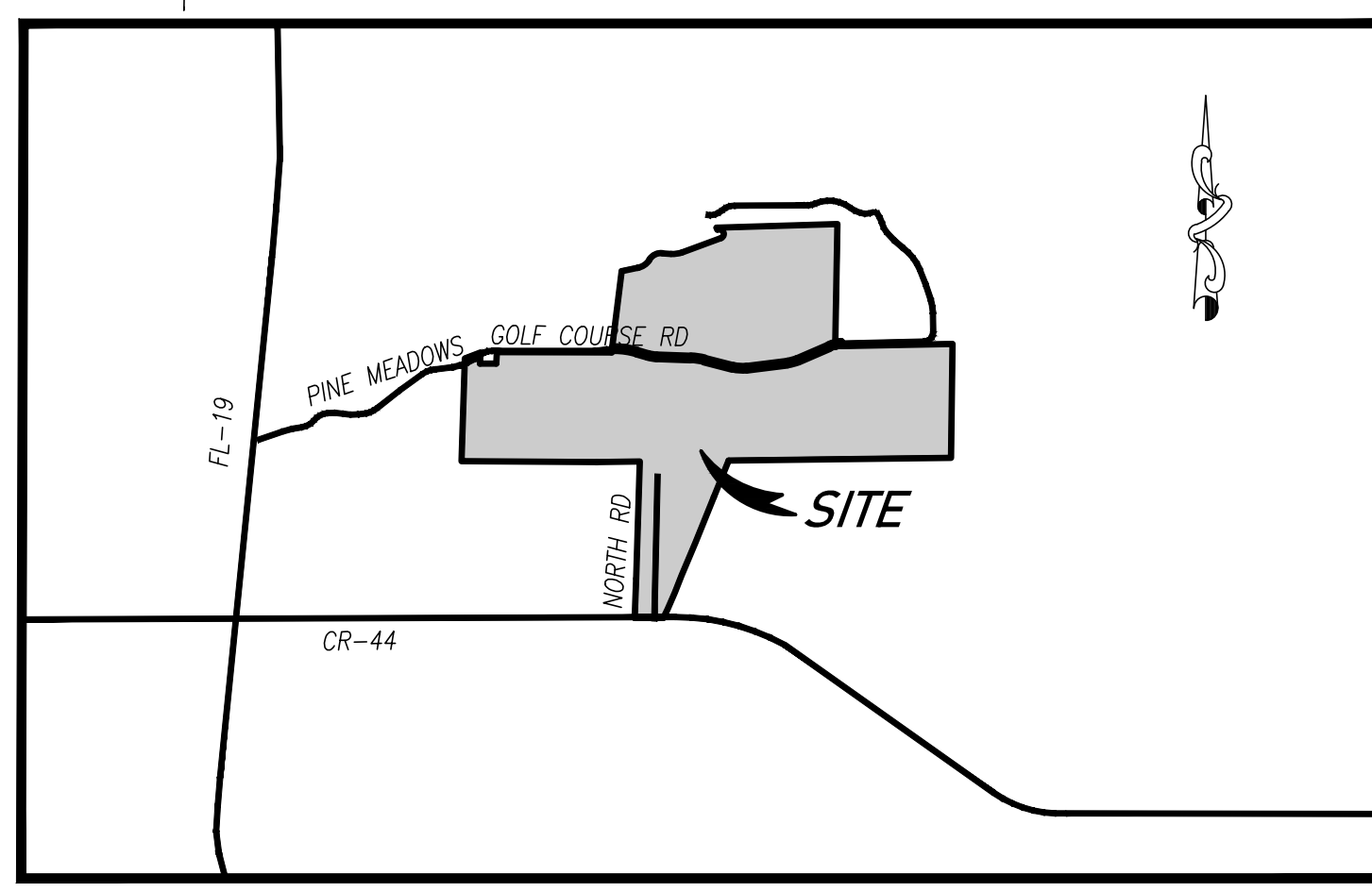
DETAIL "A"
1"=50'

- LEGEND**
- (NR) NON-RADIAL
 - R RADIUS
 - Δ DELTA
 - L LENGTH
 - C CHORD DISTANCE
 - CB CHORD BEARING
 - ⊙ CENTERLINE
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.B. PLAT BOOK
 - PC POINT OF CURVATURE
 - PG POINT OF CURVATURE
 - PCC POINT OF COMPOUND CURVE
 - PCP PERMANENT CONTROL POINT
 - PI POINT OF INTERSECTION
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - PRC POINT OF REVERSE CURVATURE
 - PRM PERMANENT REFERENCE MONUMENT
 - PT POINT OF TANGENCY
 - RP RADIAL POINT
 - R/W RIGHT-OF-WAY
 - SEC. SECTION
 - U.E. UTILITY EASEMENT
 - DENOTES A PERMANENT CONTROL POINT (P.C.P.) A SET NAIL AND DISK STAMPED L.S. 4044.
 - SET 4"X4" CONCRETE MONUMENT DENOTES A PERMANENT REFERENCE MONUMENT (PRM) STAMPED PRM L.S. 4044.
 - DENOTES A SET 4"X4" CONCRETE MONUMENT STAMPED LB 7808.

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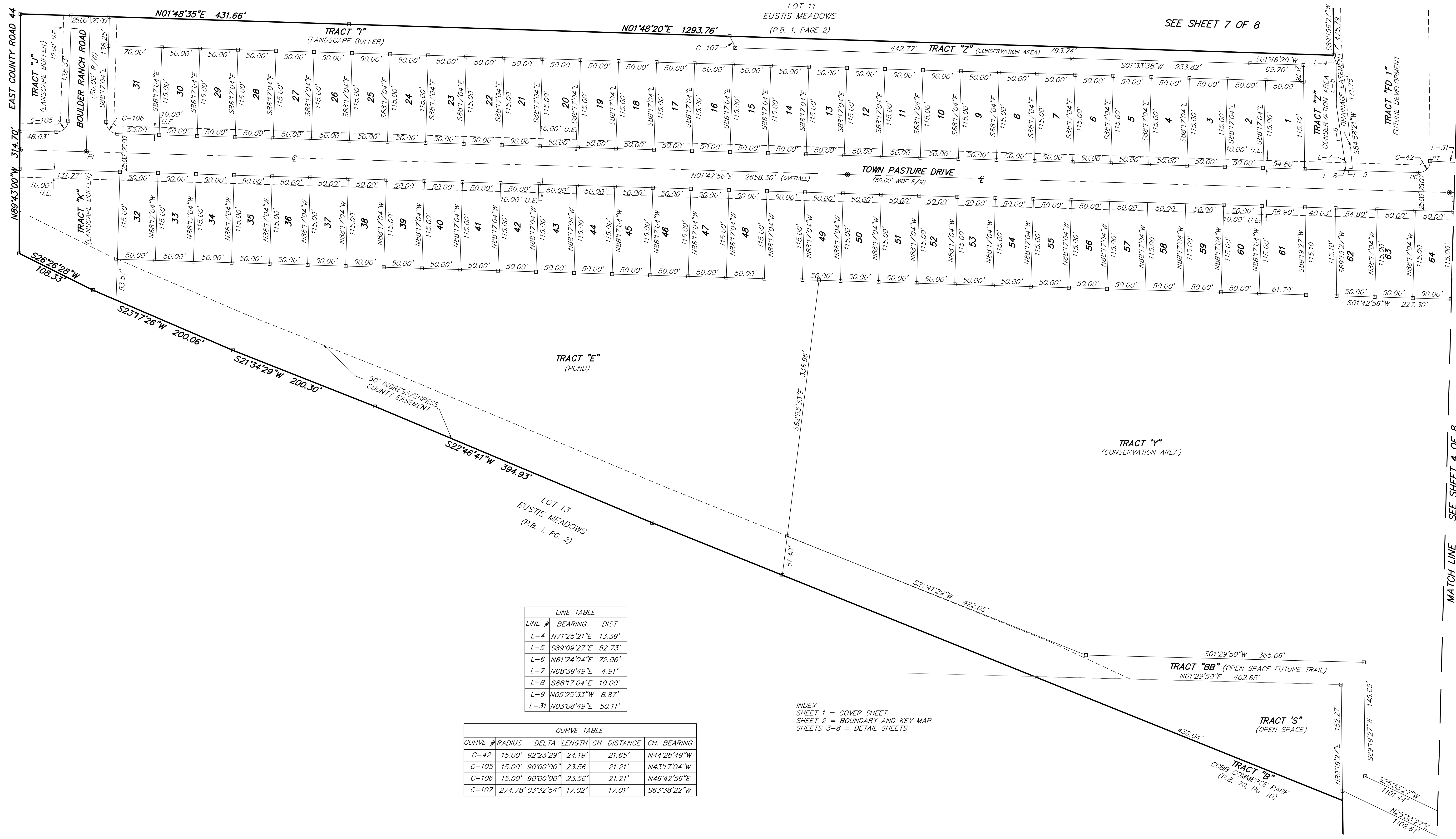
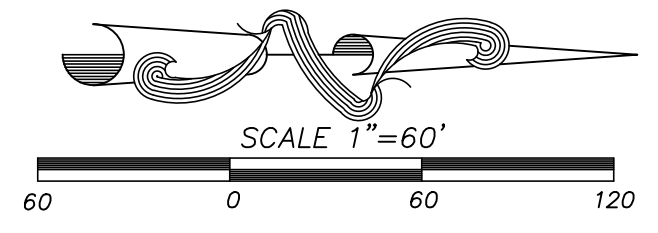
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PINE MEADOWS RESERVE PHASE 1A

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LINE #	BEARING	DIST.
L-4	N71°25'21"E	13.39'
L-5	S89°09'27"E	52.73'
L-6	N81°24'04"E	72.06'
L-7	N68°39'49"E	4.91'
L-8	S88°17'04"E	10.00'
L-9	N05°25'33"W	8.87'
L-31	N03°08'49"E	50.11'

CURVE #	RADIUS	DELTA	LENGTH	CH. DISTANCE	CH. BEARING
C-42	15.00'	92°23'29"	24.19'	21.65'	N44°28'49"W
C-105	15.00'	90°00'00"	23.56'	21.21'	N43°17'04"W
C-106	15.00'	90°00'00"	23.56'	21.21'	N46°42'56"E
C-107	274.78'	03°32'54"	17.02'	17.01'	S63°38'22"W

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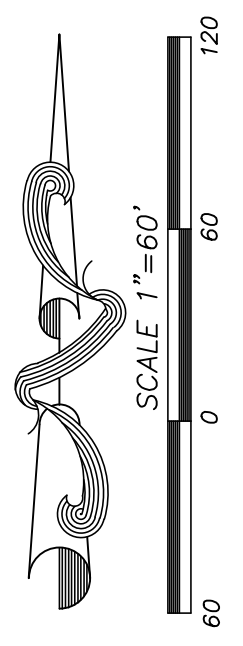
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CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CH. DISTANCE	CH. BEARING
C-1	3194.00'	09°58'01"	555.61'	554.91'	S84°52'48"E
C-3	3194.00'	07°45'16"	432.28'	431.95'	S85°59'10"E
C-4	3194.00'	02°12'44"	123.33'	123.32'	N81°00'10"W
C-5	1856.00'	03°45'09"	121.55'	121.53'	S81°46'22"E
C-6	50.00'	109°12'24"	95.30'	81.52'	S29°02'45"E
C-7	275.00'	66°09'28"	317.54'	300.19'	S58°38'12"W
C-10	3219.00'	09°58'01"	559.96'	559.25'	S84°52'48"E
C-11	3219.00'	07°28'30"	419.96'	419.66'	S86°07'34"E
C-12	3219.00'	00°52'59"	49.61'	49.61'	S81°56'49"E
C-13	3219.00'	00°52'59"	49.61'	49.61'	S81°03'50"E
C-14	3219.00'	00°43'33"	40.78'	40.78'	S80°15'34"E
C-15	15.00'	90°00'00"	23.56'	21.21'	N55°06'12"E
C-16	15.00'	90°00'00"	23.56'	21.21'	S34°53'48"E
C-17	1831.00'	03°45'09"	119.92'	119.90'	S81°46'22"E
C-18	1831.00'	00°02'40"	1.42'	1.42'	S79°55'08"E
C-19	1831.00'	01°19'40"	42.43'	42.43'	S80°36'18"E
C-20	1831.00'	01°19'40"	42.43'	42.43'	S81°55'58"E
C-21	1831.00'	00°37'33"	20.00'	20.00'	S82°54'35"E
C-22	1831.00'	00°25'35"	13.63'	13.63'	S83°26'09"E
C-23	75.00'	109°12'24"	142.95'	122.27'	S29°02'45"E
C-24	75.00'	16°26'49"	21.53'	21.46'	S75°25'32"E
C-25	75.00'	15°01'12"	19.66'	19.60'	S32°53'37"E
C-26	75.00'	22°46'40"	29.82'	29.62'	S13°55'41"E
C-27	75.00'	22°45'06"	29.78'	29.59'	S08°50'13"W
C-28	75.00'	05°20'41"	7.00'	6.99'	S22°53'07"W
C-29	300.00'	06°09'28"	346.40'	327.48'	S58°38'12"W
C-30	300.00'	01°52'20"	9.80'	9.80'	S26°29'37"W
C-31	300.00'	00°02'46"	36.89'	36.87'	S30°57'11"W
C-32	300.00'	00°02'46"	36.89'	36.87'	S37°59'57"E
C-33	300.00'	07°02'46"	36.89'	36.87'	S45°02'44"W
C-34	300.00'	07°02'46"	36.89'	36.87'	S52°05'30"W
C-35	300.00'	07°02'46"	36.89'	36.87'	S59°08'17"W
C-36	300.00'	07°02'46"	36.89'	36.87'	S66°11'03"W
C-37	300.00'	07°02'46"	36.89'	36.87'	S73°13'49"W
C-38	300.00'	07°02'46"	36.89'	36.87'	S80°16'36"W
C-39	300.00'	07°02'46"	36.89'	36.87'	S87°19'22"W
C-40	300.00'	00°52'10"	4.55'	4.55'	N88°43'09"W
C-41	15.00'	90°00'00"	23.56'	21.21'	S46°42'56"W
C-43	15.00'	87°36'31"	22.94'	20.77'	N45°31'11"E
C-44	15.00'	92°23'29"	24.19'	21.65'	N44°28'49"W
C-45	15.00'	87°36'31"	22.94'	20.77'	N45°31'11"E
C-46	15.00'	84°28'35"	22.12'	20.17'	S40°31'22"E
C-47	3169.00'	07°06'10"	392.84'	392.59'	N86°18'44"W
C-48	3169.00'	02°24'07"	132.85'	132.84'	N83°57'42"W
C-49	3169.00'	04°42'03"	259.99'	259.92'	N87°30'47"W
C-50	15.00'	96°59'09"	25.39'	22.47'	N50°12'30"E
C-51	15.00'	81°36'43"	21.37'	19.61'	S39°05'26"E
C-52	15.00'	90°00'00"	23.56'	21.21'	S46°42'56"W
C-53	15.00'	90°00'00"	23.56'	21.21'	S43°17'04"E
C-54	15.00'	98°23'17"	25.76'	22.71'	N50°54'34"E
C-55	15.00'	81°36'43"	21.37'	19.61'	S39°05'26"E
C-56	15.00'	90°00'00"	23.56'	21.21'	S46°42'56"W
C-57	15.00'	90°00'00"	23.56'	21.21'	N43°17'04"W
C-58	15.00'	98°23'17"	25.76'	22.71'	N50°54'34"E
C-59	1881.00'	03°45'09"	123.19'	123.17'	S81°46'22"E
C-65	25.00'	109°12'24"	47.65'	40.76'	S29°02'45"E
C-66	250.00'	06°34'44"	278.10'	263.98'	S57°25'31"W
C-70	250.00'	02°23'43"	97.72'	97.10'	S78°05'44"W
C-71	15.00'	092°25'20"	24.20'	21.66'	N44°29'44"W
C-72	3334.50'	09°58'01"	580.05'	579.32'	S84°52'48"E
C-73	3334.50'	07°28'30"	435.02'	434.72'	S86°07'34"E
C-74	3334.50'	00°52'59"	51.39'	51.39'	S81°56'49"E
C-75	3334.50'	00°52'59"	51.39'	51.39'	S81°03'50"E
C-76	3334.50'	00°43'33"	42.24'	42.24'	S80°15'34"E
C-77	1715.50'	02°42'01"	80.85'	80.84'	S81°14'48"E
C-78	1715.50'	00°02'40"	1.33'	1.33'	S79°55'08"E
C-79	1715.50'	01°19'40"	39.76'	39.76'	S80°36'18"E
C-80	1715.50'	01°19'40"	39.76'	39.76'	S81°55'58"E
L-19	N40°27'23"E	96.17'			
L-20	N00°23'18"W	10.00'			
L-21	S89°36'42"W	50.00'			
L-22	N00°23'18"W	50.00'			
L-23	N89°36'42"E	50.00'			
L-24	S00°23'18"E	50.00'			
L-25	N00°23'18"W	51.50'			
L-26	N89°36'42"E	12.00'			
L-27	S00°23'18"E	55.92'			
L-28	N00°23'18"W	51.50'			
L-29	S40°27'23"W	101.61'			
L-31	N03°08'49"E	50.11'			

LINE TABLE

LINE #	BEARING	DIST.
L-1	N11°27'52"E	50.46'
L-2	S78°32'08"E	35.00'
L-3	N11°27'52"E	50.46'
L-19	N40°27'23"E	96.17'
L-20	N00°23'18"W	10.00'
L-21	S89°36'42"W	50.00'
L-22	N00°23'18"W	50.00'
L-23	N89°36'42"E	50.00'
L-24	S00°23'18"E	50.00'
L-25	N00°23'18"W	51.50'
L-26	N89°36'42"E	12.00'
L-27	S00°23'18"E	55.92'
L-28	N00°23'18"W	51.37'
L-29	S40°27'23"W	101.61'
L-31	N03°08'49"E	50.11'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CH. DISTANCE	CH. BEARING
C-93	398.00'	07°23'37"	51.36'	51.32'	S73°57'54"W
C-94	398.00'	07°22'48"	51.26'	51.23'	S81°21'06"W
C-95	398.00'	06°40'26"	46.36'	46.33'	S88°22'43"W
C-103	1715.50'	00°32'15"	16.09'	16.09'	S82°19'41"E
C-104	436.24'	16°47'29"	127.85'	127.39'	S88°40'44"E
C-108	75.00'	14°04'47"	18.43'	18.38'	N60°09'44"W
C-109	75.00'	03°34'44"	4.68'	4.68'	N51°19'59"W
C-110	75.00'	09°12'25"	12.05'	12.04'	N44°56'25"W
C-117	436.24'	04°46'41"	36.38'	36.37'	S77°53'39"E

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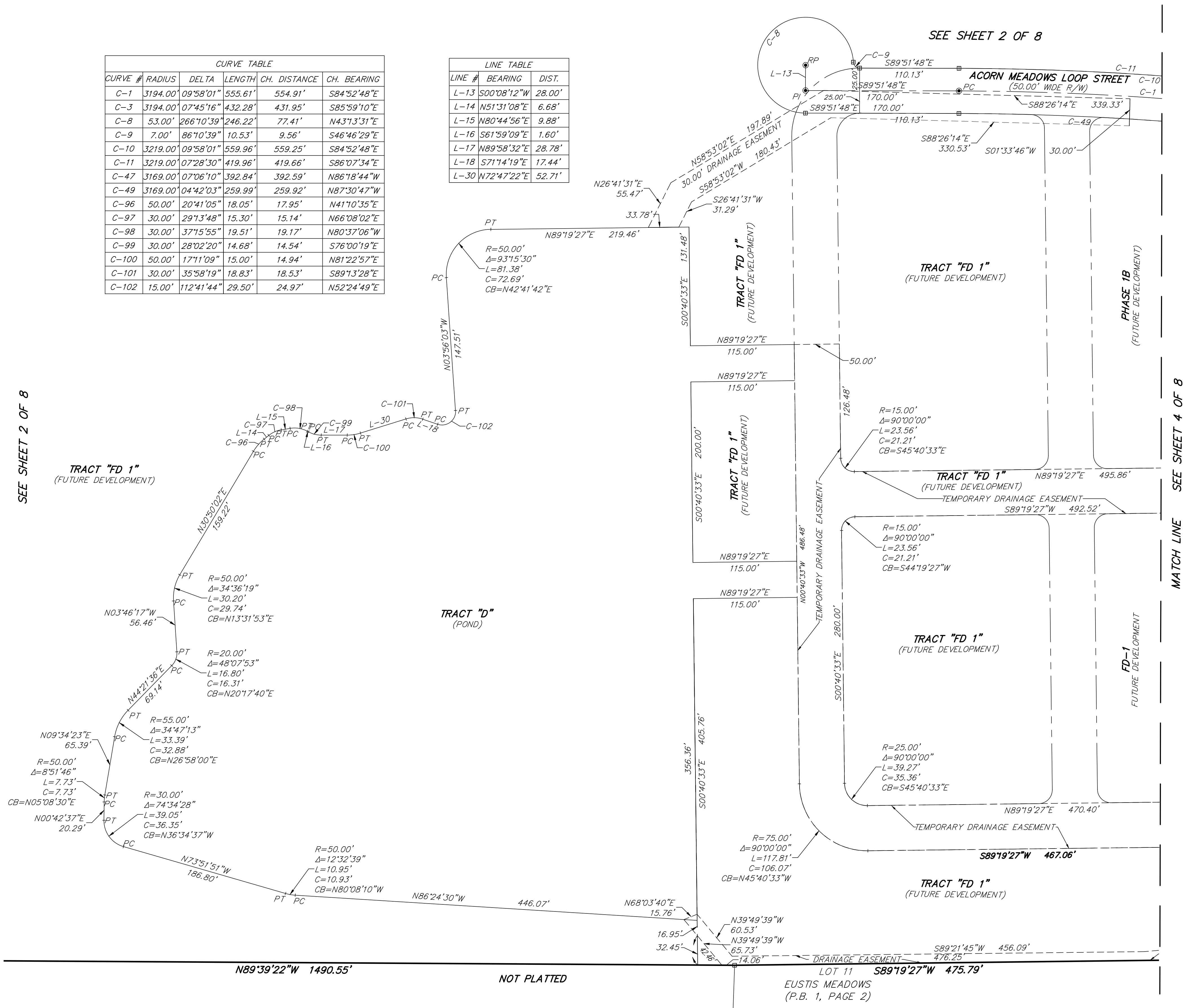
PEC SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

PINE MEADOWS RESERVE PHASE 1A

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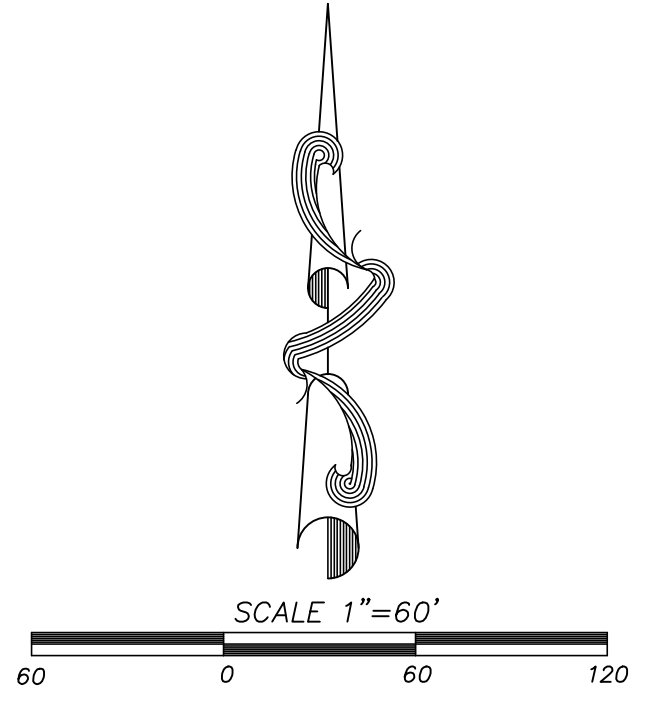
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C-8	53.00'	266°10'39"	246.22'	77.41'	N43°13'31"E
C-9	7.00'	86°10'39"	10.53'	9.56'	S46°46'29"E
C-10	3219.00'	09°58'01"	559.96'	559.25'	S84°52'48"E
C-11	3219.00'	07°28'30"	419.96'	419.66'	S86°07'34"E
C-47	3169.00'	07°06'10"	392.84'	392.59'	N86°18'44"W
C-49	3169.00'	04°42'03"	259.99'	259.92'	N87°30'47"W
C-96	50.00'	20°41'05"	18.05'	17.95'	N41°10'35"E
C-97	30.00'	29°13'48"	15.30'	15.14'	N66°08'02"E
C-98	30.00'	37°15'55"	19.51'	19.17'	N80°37'06"W
C-99	30.00'	28°02'20"	14.68'	14.54'	S76°00'19"E
C-100	50.00'	17°11'09"	15.00'	14.94'	N81°22'57"E
C-101	30.00'	35°58'19"	18.83'	18.53'	S89°13'28"E
C-102	15.00'	112°41'44"	29.50'	24.97'	N52°24'49"E

LINE TABLE		
LINE #	BEARING	DIST.
L-13	S00°08'12"W	28.00'
L-14	N51°31'08"E	6.68'
L-15	N80°44'56"E	9.88'
L-16	S61°59'09"E	1.60'
L-17	N89°58'32"E	28.78'
L-18	S71°14'19"E	17.44'
L-30	N72°47'22"E	52.71'



SEE SHEET 2 OF 8

SEE SHEET 4 OF 8



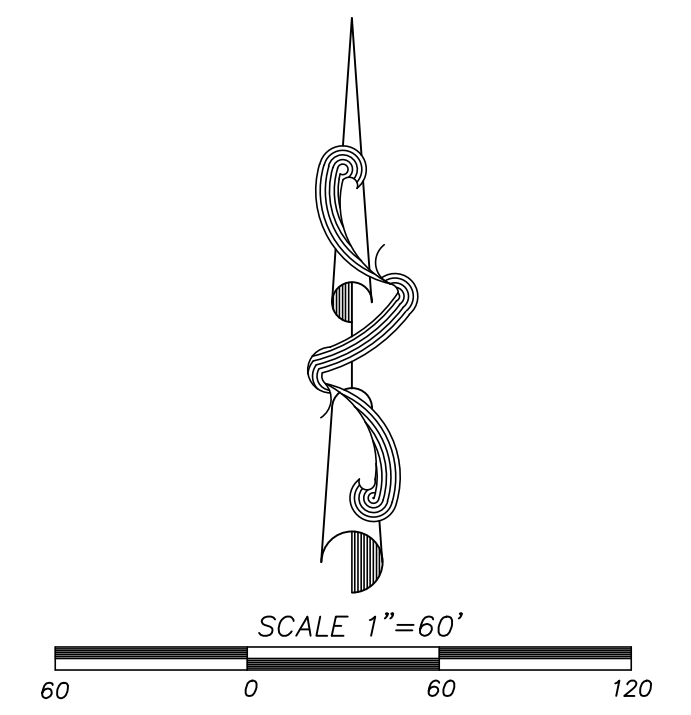
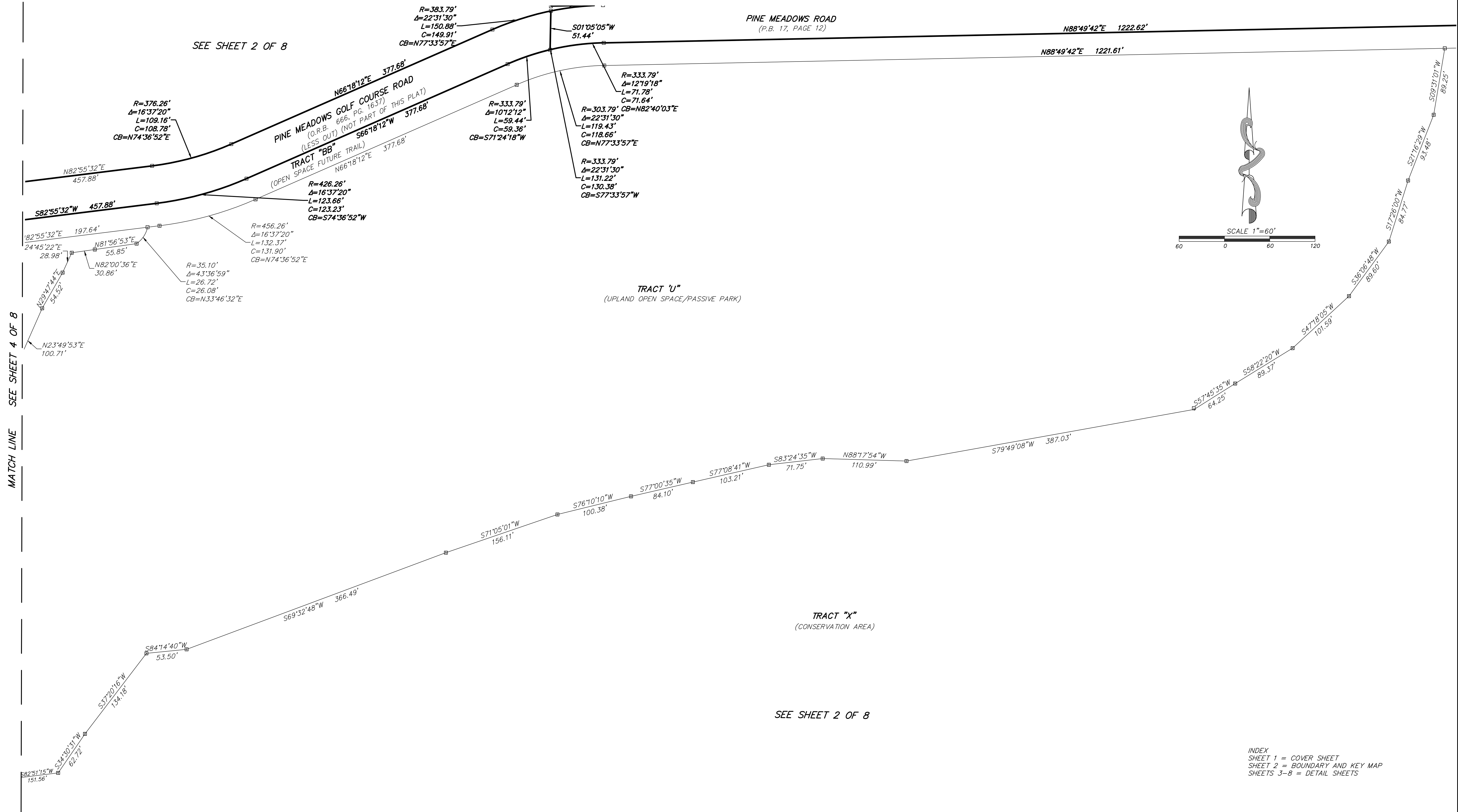
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PEC SURVEYING AND MAPPING, LLC
 CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
 2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967

NOTICE:
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PINE MEADOWS RESERVE PHASE 1A

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SEE SHEET 4 OF 8
MATCH LINE

SEE SHEET 2 OF 8

SEE SHEET 2 OF 8

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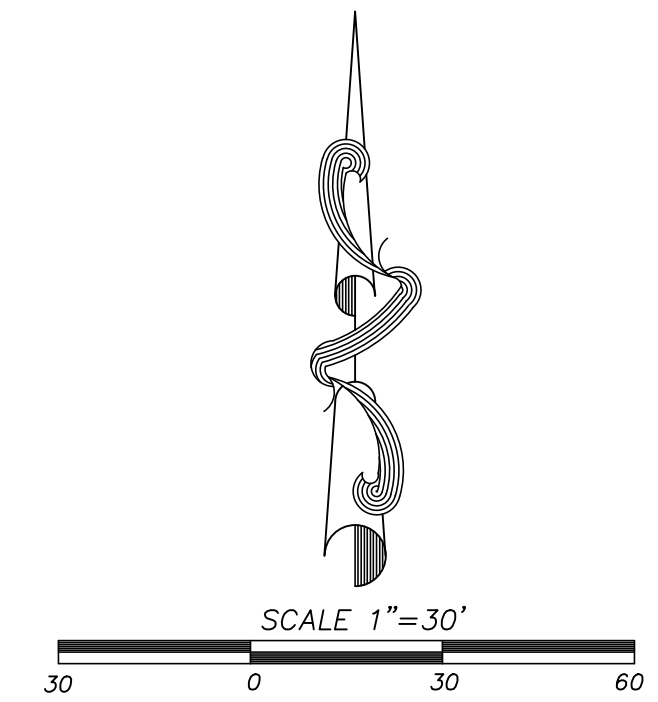
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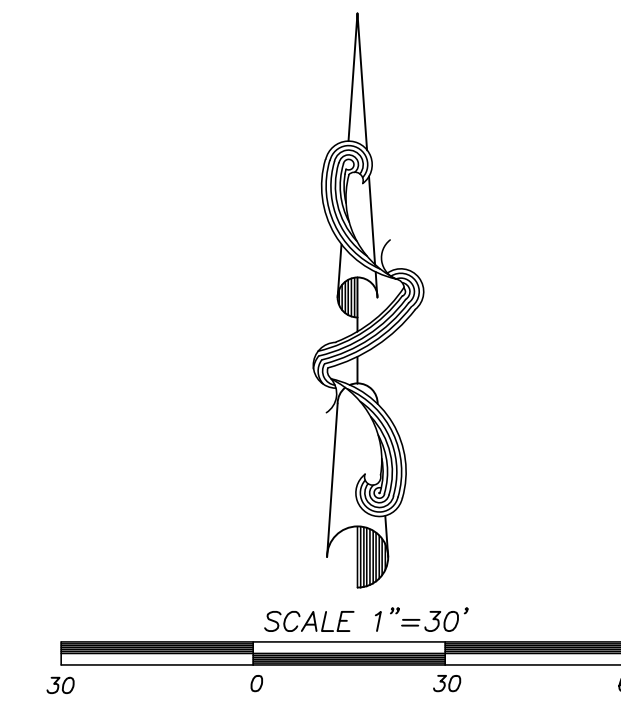
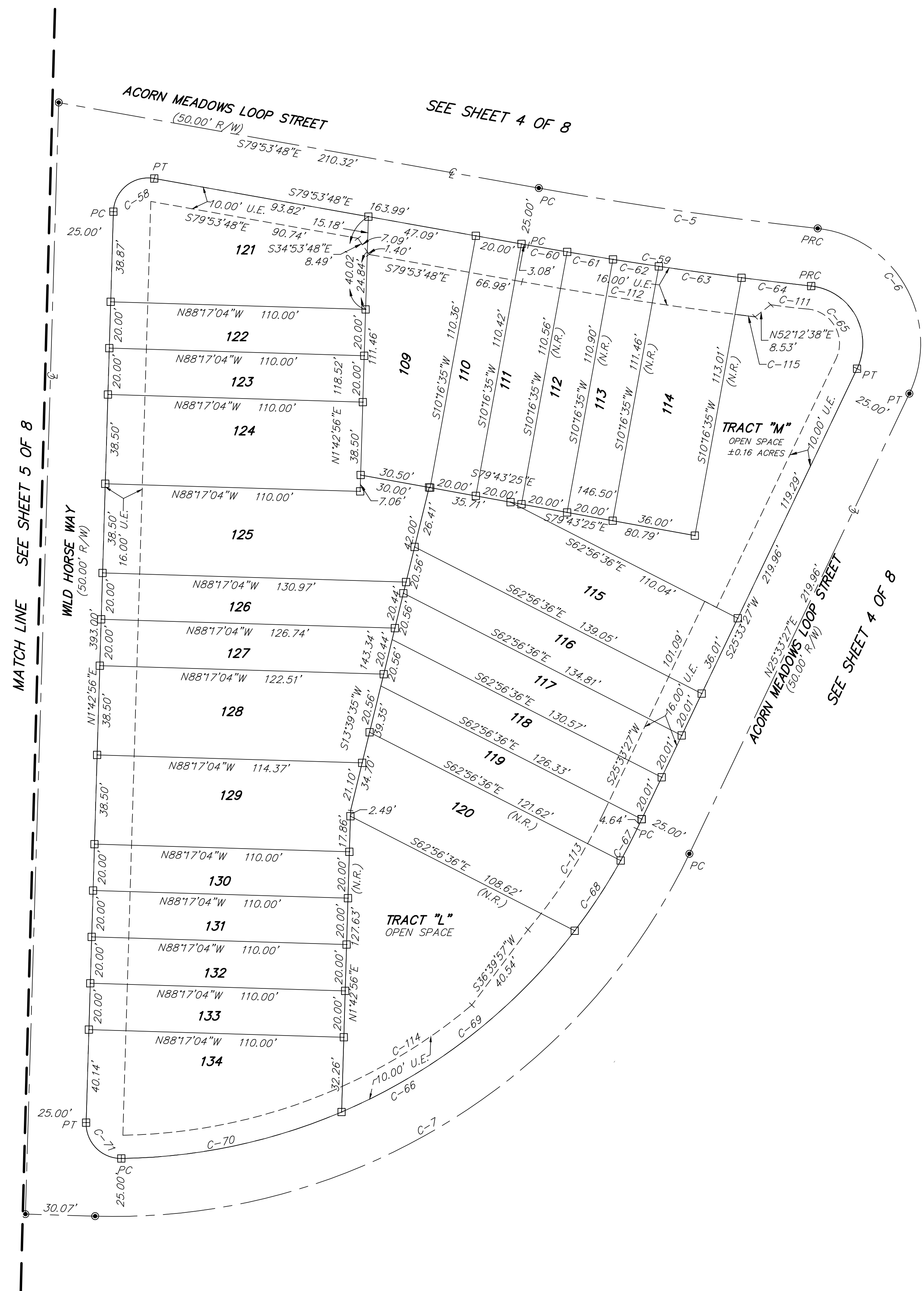
CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CH. DISTANCE	CH. BEARING
C-51	15.00'	81°36'43"	21.37'	19.61'	S39°05'26"E
C-52	15.00'	90°00'00"	23.56'	21.21'	S46°42'56"W
C-54	15.00'	98°23'17"	25.76'	22.71'	N50°54'34"E
C-55	15.00'	81°36'43"	21.37'	19.61'	S39°05'26"E
C-56	15.00'	90°00'00"	23.56'	21.21'	S46°42'56"W
C-57	15.00'	90°00'00"	23.56'	21.21'	N43°17'04"W



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CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CH. DISTANCE	CH. BEARING
C-5	1856.00'	03°45'09"	121.55'	121.53'	S81°46'22"E
C-6	50.00'	109°12'24"	95.30'	81.52'	S29°02'45"E
C-7	275.00'	66°09'28"	317.54'	300.19'	S58°38'12"W
C-58	15.00'	98°23'17"	25.76'	22.71'	N50°54'34"E
C-59	1881.00'	03°45'09"	123.19'	123.17'	S81°46'22"E
C-60	1881.00'	00°30'55"	16.92'	16.92'	S80°09'15"E
C-61	1881.00'	00°36'33"	20.00'	20.00'	S80°43'00"E
C-62	1881.00'	00°36'34"	20.01'	20.01'	S81°19'33"E
C-63	1881.00'	01°05'51"	36.03'	36.03'	S82°10'46"E
C-64	1881.00'	00°55'15"	30.23'	30.23'	S83°11'19"E
C-65	25.00'	109°12'24"	47.65'	40.76'	S29°02'45"E
C-66	250.00'	63°44'08"	278.10'	263.98'	S57°25'31"W
C-67	250.00'	03°31'17"	15.36'	15.36'	S27°19'06"W
C-68	250.00'	08°18'22"	36.24'	36.21'	S33°13'55"W
C-69	250.00'	29°30'48"	128.78'	127.36'	S52°08'29"W
C-70	250.00'	22°23'43"	97.72'	97.10'	S78°05'44"W
C-71	15.00'	92°25'20"	24.20'	21.66'	N44°29'44"W
C-111	251.04'	03°45'09"	16.44'	16.44'	S83°24'00"E
C-112	1897.00'	03°04'16"	101.68'	101.68'	S81°25'56"E
C-113	234.00'	14°44'05"	60.18'	60.18'	N32°55'30"E
C-114	240.00'	15°59'22"	66.98'	66.98'	N57°59'36"E
C-115	1897.00'	00°15'54"	8.77'	8.77'	S82°50'07"E

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SUBDIVISION BOND

Bond No. **CIC1934853**

KNOW ALL MEN BY THESE PRESENTS, that **TLC Pine Meadows, LLC** of **605 Commonwealth Ave, Orlando, FL 32803** as Principal, and **Capitol Indemnity Corporation** of **PO Box 5900 Madison, WI 53705 (608) 829-4200** authorized to do business in the State of **Florida** as Surety,

Are held and firmly bound unto **City of Eustis** of **PO Drawer 68, Eustis, FL 32727** as Obligee, in the penal sum of **\$2,408,677.18** U.S Dollars, lawful money of the United States of America, for the payment which well and truly made to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **TLC Pine Meadows, LLC** has agreed to contract in **Eustis, FL 32726** the following improvements: **Pine Meadows Reserve Phase 1A - Permit no 23-01080**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if he said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this Obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed, and dated this **17th** day of June, 2024.

TLC Pine Meadows, LLC

Principal

By: _____



Capitol Indemnity Corporation _____

Surety

By: _____

**William J. Palmer, Attorney-In-Fact,
Florida Resident Agent**

Hanover Land Company, LLC
 Attn: Andres Arvelo, PE
 605 Commonwealth Ave,
 Orlando, FL 32803

**RE: ENGINEER’S CERTIFIED COST ESTIMATE TO COMPLETE
 PINE MEADOWS RESERVE PHASE 1A – PERMIT NO 23-01080
 CITY OF EUSTIS, FLORIDA**

To Mr. Arvelo:

Appian Engineering, LLC, is pleased to provide the following Engineer’s Certified Cost Estimate to Complete for the onsite/offsite work per the Final Engineering Plan approved on July 7, 2023, for the project referenced above.

The following itemization represents our estimate of the cost to complete the remaining portions of the proposed work at this time. It is based on the construction Pay App #10 provided by Blue Ox, LLC, dated April 15, 2024. The landscape, irrigation, and hardscape were provided by Hanover Land Company, dated April 25, 2024.

SITE CIVIL WORK:

	Scheduled Value	Amount Complete	Balance to Finish	% To Complete
Earthwork	\$ 4,041,771.23	\$ 3,462,794.17	\$ 578,977.06	14%
Sanitary	\$ 1,660,456.11	\$ 1,552,688.37	\$ 107,767.74	6%
Storm	\$ 3,724,694.14	\$ 3,646,425.81	\$ 78,268.33	2%
Water	\$ 771,665.07	\$ 761,664.75	\$ 10,000.32	1%
Reuse	\$ 498,176.82	\$ 496,948.66	\$ 1,228.16	0.2%
Roads	\$ 1,450,000.28	\$ 711,205.00	\$ 738,795.28	51%
Offsite	\$ 586,660.68	\$ 96,991.04	\$ 489,669.64	83%
Landscape & Irrigation	\$ 110,000.00	\$ -	\$ 110,000.00	100%
Hardscape	\$ 75,000.00	\$ -	\$ 75,000.00	100%
SUB-TOTAL	\$ 12,918,424.33	\$ 10,728,717.80	\$ 2,189,706.53	

Grand Total Estimate of Remaining Cost to Complete Construction: \$ 2,189,706.53

Should you have any questions regarding the contents of our estimate, or if we can be of further assistance, please do not hesitate to contact us.

VERY TRULY YOURS,
 APPIAN ENGINEERING, LLC

 MAJOR J. STACY
 PRINCIPAL / SR. PROJECT MANAGER
 PROFESSIONAL ENGINEER

Attachment:

- Blue Ox, LLC Pay App #10 dated April 15, 2024

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2319-10

Item 6.4

To Hanover Land Company, LLC
605 Commonwealth Avenue

Orlando, FL 32803

Projec 2319. Pine Meadows Reserve 1A & MG 1B

Application No. : 10

Distribution to :

Owner
Architect
Contractor

Period To: 4/15/2024

From Blue Ox Enterprises, LLC Via Architect:
Contractor: 500 North Way
Sanford, FL 32773

Project Nos:

Contract For:

Contract
Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. Original Contract Sum	\$12,959,366.35
2. Net Change By Change Order	\$349,405.44
3. Contract Sum To Date	\$13,308,771.79

CONTRACTOR: Blue Ox Enterprises, LLC

4. Total Completed and Stored To Date	\$10,959,612.34
---	-----------------

By: _____ Date: _____

5. Retainage:	
a. 10.00% of Completed Work	\$1,095,961.38

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____

b. 0.00% of Stored Material	\$0.00
-----------------------------	--------

Notary Public:
My Commission expires:

Total Retainage	
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6. Total Earned Less Retainage	\$9,863,650.96
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ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

7. Less Previous Certificates For Payments	\$8,950,194.75
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8. Current Payment Due	\$913,456.21
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9. Balance To Finish, Plus Retainage	\$3,445,120.83
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AMOUNT CERTIFIED \$913,456.21

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved		
in previous months by Owner	\$349,405.44	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$349,405.44	\$0.00
Net Changes By Change Order	\$349,405.44	

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Item 6.4

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest unit and/or dollar.

Application #: 10
Invoice: 2319-10
Date: 04/15/24

Contract: 2319. Pine Meadows Reserve 1A & MG 1B

Item	Description	Contract Quantity	Unit UOM	Price	Contract Amount	Previous Qty	Current Period Amount	Current Period Qty	Total Amount	Total Qty	% Complete	Balance To Finish	Retainage
Bill Group	0100	EARTHWORK											
8005	INLET PROTECTION	46	EA	129.79	5,970.34	0.00	0.00		0.00		0.00%	5,970.34	
8020	SILT FENCE	12,600	LF	1.40	17,640.00	12,600	17,640.00	0.00	12,600	17,640.00	100.00%	0.00	
8025	DOUBLE SILT FENCE	10,950	LF	2.82	30,879.00	10,950	30,879.00	0.00	10,950	30,879.00	100.00%	0.00	
8035	CLEARING CHIP & HAUL	12	ACR	8,562.83	102,753.96	12	102,753.96	0.00	12	102,753.96	100.00%	0.00	
8045	MOW AND DISK	90	ACR	312.66	28,139.40	90	28,139.40	0.00	90	28,139.40	100.00%	0.00	
8050	STRIPPINGS	15,870	CY	1.67	26,502.90	15,870	26,502.90	0.00	15,870	26,502.90	100.00%	0.00	
8055	EXCAVATION	351,595	CY	2.03	713,737.85	281,276	570,990.28	35,160	71,373.79	316,436	642,364.07	90.00%	71,373.78
8070	EMBANKMENT	351,595	CY	0.73	256,664.35	281,276	205,331.48	35,160	25,666.44	316,436	230,997.92	90.00%	25,666.43
8075	OVER EXC.-BURY CLAY IN FPC AREA	218,786	CY	6.10	1,334,594.60	175,029	1,067,675.68	21,879	133,459.46	196,907	1,201,135.14	90.00%	133,459.46
8085	POND GRADING	77,480	SY	0.68	52,686.40	58,110	39,514.80	7,748	5,268.64	65,858	44,783.44	85.00%	7,902.96
8095	PAD GRADING	350	EA	195.63	68,470.50	280	54,776.40	70	13,694.10	350	68,470.50	100.00%	0.00
8115	R/W GRADING	18,730	SY	0.58	10,863.40		0.00	3,746	2,172.68	3,746	2,172.68	20.00%	8,690.72
8135	SLOPE GRADING	8,580	SY	0.60	5,148.00		0.00		0.00		0.00%	5,148.00	
8180	POND SOD	77,480	SY	3.19	247,161.20	30,992	98,864.48		0.00	30,992	98,864.48	40.00%	148,296.72
8190	R/W SOD	16,380	SY	3.19	52,252.20		0.00		0.00		0.00%	52,252.20	
8205	SEED & MULCH	47	ACR	1,125.00	52,312.50		0.00		0.00		0.00%	52,312.50	
8230	SLOPE SOD	8,580	SY	3.19	27,370.20		0.00		0.00		0.00%	27,370.20	
8240	MULCH PATH	5,000	SY	35.28	176,400.00	5,000	176,400.00		0.00	5,000	176,400.00	100.00%	0.00
8295	SEGMENTED RETAINING WALL (ALT.)	4,807	SF	37.79	181,656.53	4,807	181,656.53		0.00	4,807	181,656.53	100.00%	0.00

Item	Description	Contract		Unit		Contract Amount	Previous Qty	Current Period		Total		% Complete	Balance To Finish	Retainage	Item 6.4
		Quantity	UOM	Price				Amount	Qty	Amount	Qty				
8300	42" HANDRAIL	855	LF	44.25		37,833.75		0.00		0.00		0.00%	37,833.75		
8302	DEMO EX PIPE	230	LF	16.54		3,804.20	230	3,804.20		0.00	230	3,804.20	100.00%	0.00	
8303	DEMO FENCE	480	LF	2.48		1,190.40	480	1,190.40		0.00	480	1,190.40	100.00%	0.00	
8304	DEMO EX. CONCRETE	3,200	SF	1.98		6,336.00	3,200	6,336.00		0.00	3,200	6,336.00	100.00%	0.00	
8305	DEMO STORAGE TANK	1	EA	2,019.35		2,019.35	1	2,019.35		0.00	1	2,019.35	100.00%	0.00	
8306	DEMO EXISTING STRUCTURES	2,820	SF	6.30		17,766.00	2,820	17,766.00		0.00	2,820	17,766.00	100.00%	0.00	
8307	DEMO EX. PAVING	1,000	SF	2.70		2,700.00		0.00		0.00		0.00%	2,700.00		
8310	DEWATERING		LS			578,918.20		578,918.20		0.00		578,918.20	100.00%	0.00	
Total for EARTHWORK						4,041,771.23	3,211,159.06	251,635.11		3,462,794.17	85.68%	578,977.06			

Bill Group	0200	SANITARY													
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104	8" PVC 0-6 SDR 26 - MATERIAL	1,024	LF	21.02		21,524.48	1,024	21,524.48		0.00	1,024	21,524.48	100.00%	0.00	
105	8" PVC 0-6 SDR 26 - INSTALLED	1,024	LF	12.62		12,922.88	1,024	12,922.88		0.00	1,024	12,922.88	100.00%	0.00	
109	8" PVC 6-8 SDR 26 - MATERIAL	579	LF	21.02		12,170.58	579	12,170.58		0.00	579	12,170.58	100.00%	0.00	
110	8" PVC 6-8 SDR 26 - INSTALLED	579	LF	14.30		8,279.70	579	8,279.70		0.00	579	8,279.70	100.00%	0.00	
114	8" PVC 8-10 SDR 26 - MATERIAL	713	LF	21.02		14,987.26	713	14,987.26		0.00	713	14,987.26	100.00%	0.00	
115	8" PVC 8-10 SDR 26 - INSTALLED	713	LF	17.87		12,741.31	713	12,741.31		0.00	713	12,741.31	100.00%	0.00	
119	8" PVC 10-12 SDR 26 - MATERIAL	880	LF	21.02		18,497.60	880	18,497.60		0.00	880	18,497.60	100.00%	0.00	
120	8" PVC 10-12 SDR 26 - INSTALLED	880	LF	21.45		18,876.00	880	18,876.00		0.00	880	18,876.00	100.00%	0.00	
124	8" PVC 12-14 SDR 26 - MATERIAL	1,232	LF	21.02		25,896.64	1,232	25,896.64		0.00	1,232	25,896.64	100.00%	0.00	

Item	Description	Contract			Unit		Contract Amount	Previous Qty	Current Period		Total		% Complete	Balance To Finish	Retainage	Item 6.4
		Quantity	UOM	Price	Price	Amount			Qty	Amount	Qty	Amount				
125	8" PVC 12-14 SDR 26 - INSTALLED	1,232	LF	26.81		33,029.92	1,232	33,029.92	0.00	1,232	33,029.92	100.00%	0.00			
129	8" PVC 14-16 SDR 26 - MATERIAL	706	LF	21.02		14,840.12	706	14,840.12	0.00	706	14,840.12	100.00%	0.00			
130	8" PVC 14-16 SDR 26 - INSTALLED	706	LF	31.54		22,267.24	706	22,267.24	0.00	706	22,267.24	100.00%	0.00			
134	8" PVC 16-18 SDR 26 - MATERIAL	674	LF	21.02		14,167.48	674	14,167.48	0.00	674	14,167.48	100.00%	0.00			
135	8" PVC 16-18 SDR 26 - INSTALLED	674	LF	38.30		25,814.20	674	25,814.20	0.00	674	25,814.20	100.00%	0.00			
139	8" PVC 18-20 SDR 26 - MATERIAL	730	LF	21.02		15,344.60	730	15,344.60	0.00	730	15,344.60	100.00%	0.00			
140	8" PVC 18-20 SDR 26 - INSTALLED	730	LF	44.68		32,616.40	730	32,616.40	0.00	730	32,616.40	100.00%	0.00			
254	12" PVC 18-20 SDR 26 - MATERIAL	48	LF	45.50		2,184.00	48	2,184.00	0.00	48	2,184.00	100.00%	0.00			
255	12" PVC 18-20 SDR 26 - INTALLED	48	LF	44.68		2,144.64	48	2,144.64	0.00	48	2,144.64	100.00%	0.00			
444	MANHOLE 0-6 - MATERIAL	5	EA	5,172.98		25,864.90	5	25,864.90	0.00	5	25,864.90	100.00%	0.00			
445	MANHOLE 0-6 - INSTALLED	5	EA	536.16		2,680.80	5	2,680.80	0.00	5	2,680.80	100.00%	0.00			
449	MANHOLE 6-8 - MATERIAL	1	EA	5,596.70		5,596.70	1	5,596.70	0.00	1	5,596.70	100.00%	0.00			
450	MANHOLE 6-8 - INSTALLED	1	EA	670.19		670.19	1	670.19	0.00	1	670.19	100.00%	0.00			
454	MANHOLE 8-10 - MATERIAL	2	EA	6,495.50		12,991.00	2	12,991.00	0.00	2	12,991.00	100.00%	0.00			
455	MANHOLE 8-10 - INSTALLED	2	EA	804.24		1,608.48	2	1,608.48	0.00	2	1,608.48	100.00%	0.00			
459	MANHOLE 10-12 - MATERIAL	4	EA	6,925.64		27,702.56	4	27,702.56	0.00	4	27,702.56	100.00%	0.00			
460	MANHOLE 10-12 - INSTALLED	4	EA	1,072.31		4,289.24	4	4,289.24	0.00	4	4,289.24	100.00%	0.00			

Item	Description	Contract		Unit		Contract Amount	Previous Qty	Current Period		Total		% Complete	Balance To Finish	Retainage	Item 6.4
		Quantity	UOM	Price	Amount			Amount	Qty	Amount	Qty				
464	MANHOLE 12-14 - MATERIAL	4	EA	7,802.61	31,210.44	4	31,210.44	0.00	4	31,210.44	100.00%	0.00			
465	MANHOLE 12-14 - INSTALLED	4	EA	1,072.32	4,289.28	4	4,289.28	0.00	4	4,289.28	100.00%	0.00			
469	MANHOLE 14-16 - MATERIAL	2	EA	8,248.16	16,496.32	2	16,496.32	0.00	2	16,496.32	100.00%	0.00			
470	MANHOLE 14-16 - INSTALLED	2	EA	1,340.39	2,680.78	2	2,680.78	0.00	2	2,680.78	100.00%	0.00			
474	MANHOLE 16-18 - MATERIAL	4	EA	9,140.54	36,562.16	4	36,562.16	0.00	4	36,562.16	100.00%	0.00			
475	MANHOLE 16-18 - INSTALLED	4	EA	1,340.39	5,361.56	4	5,361.56	0.00	4	5,361.56	100.00%	0.00			
479	MANHOLE 16-18 - MATERIAL	6	EA	9,651.57	57,909.42	6	57,909.42	0.00	6	57,909.42	100.00%	0.00			
480	MANHOLE 18-20 - INSTALLED	6	EA	1,608.48	9,650.88	6	9,650.88	0.00	6	9,650.88	100.00%	0.00			
569	SINGLE LATERAL - MATERIAL	40	EA	924.48	36,979.20	40	36,979.20	0.00	40	36,979.20	100.00%	0.00			
570	SINGLE LATERAL - INSTALLED	40	EA	322.21	12,888.40	40	12,888.40	0.00	40	12,888.40	100.00%	0.00			
574	DOUBLE LATERAL - MATERIAL	89	EA	1,149.18	102,277.02	89	102,277.02	0.00	89	102,277.02	100.00%	0.00			
575	DOUBLE LATERAL - INSTALLED	89	EA	322.21	28,676.69	89	28,676.69	0.00	89	28,676.69	100.00%	0.00			
599	6" PVC FORCEMAIN - MATERIAL	3,180	LF	19.60	62,328.00	3,180	62,328.00	0.00	3,180	62,328.00	100.00%	0.00			
600	6" PVC FORCEMAIN - INSTALLED	3,180	LF	8.94	28,429.20	3,180	28,429.20	0.00	3,180	28,429.20	100.00%	0.00			
604	6" DIP FORCEMAIN - MATERIAL	260	LF	63.71	16,564.60	260	16,564.60	0.00	260	16,564.60	100.00%	0.00			
605	6" DIP FORCEMAIN - INSTALLED	260	LF	8.93	2,321.80	260	2,321.80	0.00	260	2,321.80	100.00%	0.00			
645	FORCEMAIN FITTINGS - MATERIAL		LS		67,606.28		67,606.28	0.00		67,606.28	100.00%	0.00			
654	6" PLUG VALVE - MATERIAL	2	EA	2,234.16	4,468.32	2	4,468.32	0.00	2	4,468.32	100.00%	0.00			
655	6" PLUG VALVE - INSTALLED	2	EA	395.76	791.52	2	791.52	0.00	2	791.52	100.00%	0.00			

Item	Description	Contract		Unit		Contract Amount	Previous Qty	Current Period		Total		% Complete	Balance To Finish	Retainage	Item 6.4
		Quantity	UOM	Price				Amount	Qty	Amount	Qty				
669	AIR RELEASE VALVE - MATERIAL	1	EA	5,039.70		5,039.70	1	5,039.70	0.00	1	5,039.70	100.00%	0.00		
670	AIR RELEASE VALVE - INSTALLED	1	EA	580.02		580.02	1	580.02	0.00	1	580.02	100.00%	0.00		
719	LIFT STATION - MATERIAL		LS			303,097.80		303,097.80	0.00		303,097.80	100.00%	0.00		
720	LIFT STATION - INSTALLED		LS			269,419.36		134,709.68	26,941.94		161,651.62	60.00%	107,767.74		
725	CLEAN SANITARY LINES	6,586	LF	1.88		12,381.68	1,530	2,876.40	5,056	9,505.28	6,586	12,381.68	100.00%	0.00	
730	TEST SANITARY LINES	6,586	LF	1.64		10,801.04		0.00	6,586	10,801.04	6,586	10,801.04	100.00%	0.00	
735	TEST FORCEMAIN LINES	3,440	LF	1.96		6,742.40		0.00	3,440	6,742.40	3,440	6,742.40	100.00%	0.00	
740	T.V. SANITARY LINES	6,586	LF	2.06		13,567.16	1,530	3,151.80	5,056	10,415.36	6,586	13,567.16	100.00%	0.00	
759	DROP CONNECTION - MATERIAL	7	EA	1,540.80		10,785.60	7	10,785.60	0.00	7	10,785.60	100.00%	0.00		
760	DROP CONNECTION	7	EA	263.18		1,842.26	7	1,842.26	0.00	7	1,842.26	100.00%	0.00		
805	WELL POINTS	6,586	LF	16.55		108,998.30	6,586	108,998.30	0.00	6,586	108,998.30	100.00%	0.00		
Total for SANITARY						1,660,456.11		1,488,282.35	64,406.02		1,552,688.37	93.51%	107,767.74		

Bill Group	0300	STORM													
1544	18" RCP - MATERIAL	1,728	LF	48.62		84,015.36	1,728	84,015.36	0.00	1,728	84,015.36	100.00%	0.00		
1545	18" RCP - INSTALLED	1,728	LF	16.49		28,494.72	1,728	28,494.72	0.00	1,728	28,494.72	100.00%	0.00		
1579	24" RCP - MATERIAL	1,312	LF	70.07		91,931.84	1,312	91,931.84	0.00	1,312	91,931.84	100.00%	0.00		
1580	24" RCP - INSTALLED	1,312	LF	20.01		26,253.12	1,312	26,253.12	0.00	1,312	26,253.12	100.00%	0.00		
1614	30" RCP - MATERIAL	1,528	LF	112.71		172,220.88	1,528	172,220.88	0.00	1,528	172,220.88	100.00%	0.00		
1615	30" RCP - INSTALLED	1,528	LF	22.32		34,104.96	1,528	34,104.96	0.00	1,528	34,104.96	100.00%	0.00		

Item	Description	Contract		Unit		Contract Amount	Previous Qty	Current Period		Total		% Complete	Balance To Finish	Retainage	Item 6.4
		Quantity	UOM	Price				Amount	Qty	Amount	Qty				
1649	36" RCP - MATERIAL	1,320	LF	153.17		202,184.40	1,320	202,184.40	0.00	1,320	202,184.40	100.00%	0.00		
1650	36" RCP - INSTALLED	1,320	LF	23.87		31,508.40	1,320	31,508.40	0.00	1,320	31,508.40	100.00%	0.00		
1729	48" RCP - MATERIAL	800	LF	253.13		202,504.00	800	202,504.00	0.00	800	202,504.00	100.00%	0.00		
1730	48" RCP - INSTALLED	800	LF	31.25		25,000.00	800	25,000.00	0.00	800	25,000.00	100.00%	0.00		
1774	54" RCP - MATERIAL	520	LF	320.49		166,654.80	520	166,654.80	0.00	520	166,654.80	100.00%	0.00		
1775	54" RCP - INSTALLED	520	LF	41.38		21,517.60	520	21,517.60	0.00	520	21,517.60	100.00%	0.00		
1809	60" RCP - MATERIAL	2,480	LF	403.38		1,000,382.40	2,480	1,000,382.40	0.00	2,480	1,000,382.40	100.00%	0.00		
1810	60" RCP - INSTALLED	2,480	LF	49.20		122,016.00	2,480	122,016.00	0.00	2,480	122,016.00	100.00%	0.00		
2504	STORM MANHOLE - MATERIAL	3	EA	3,256.49		9,769.47	3	9,769.47	0.00	3	9,769.47	100.00%	0.00		
2505	STORM MANHOLE - INSTALLED	3	EA	711.61		2,134.83	3	2,134.83	0.00	3	2,134.83	100.00%	0.00		
2689	J MANHOLE - MATERIAL	19	EA	17,268.08		328,093.52	19	328,093.52	0.00	19	328,093.52	100.00%	0.00		
2690	J MANHOLE - INSTALLED	19	EA	1,071.57		20,359.83	19	20,359.83	0.00	19	20,359.83	100.00%	0.00		
2754	18" MES - MATERIAL	2	EA	1,083.06		2,166.12	2	2,166.12	0.00	2	2,166.12	100.00%	0.00		
2755	18" MES - INSTALLED	2	EA	263.17		526.34	2	526.34	0.00	2	526.34	100.00%	0.00		
2759	24" MES - MATERIAL	12	EA	1,509.98		18,119.76	12	18,119.76	0.00	12	18,119.76	100.00%	0.00		
2760	24" MES - INSTALLED	12	EA	263.18		3,158.16	10	2,631.80	0.00	10	2,631.80	83.33%	526.36		
2769	36" MES - MATERIAL	1	EA	4,392.89		4,392.89	1	4,392.89	0.00	1	4,392.89	100.00%	0.00		
2770	36" MES - INSTALLED	1	EA	263.17		263.17		0.00	0.00		0.00	0.00%	263.17		
2779	48" MES - MATERIAL	2	EA	6,591.74		13,183.48	2	13,183.48	0.00	2	13,183.48	100.00%	0.00		
2780	48" MES - INSTALLED	2	EA	350.90		701.80	1	350.90	0.00	1	350.90	50.00%	350.90		
2789	60" MES - MATERIAL	2	EA	13,605.59		27,211.18	2	27,211.18	0.00	2	27,211.18	100.00%	0.00		

Item	Description	Contract		Unit		Contract Amount	Previous Qty	Current Period		Total Qty	Total Amount	% Complete	Balance To Finish	Retainage	Item 6.4
		Quantity	UOM	Price				Amount	Qty						
2790	60" MES - INSTALLED	2	EA	438.63		877.26	1	438.63	0.00	1	438.63	50.00%	438.63		
2899	P-2 INLET - MATERIAL	7	EA	6,225.73		43,580.11	7	43,580.11	0.00	7	43,580.11	100.00%	0.00		
2900	P-2 INLET - INSTALLED	7	EA	1,423.22		9,962.54	7	9,962.54	0.00	7	9,962.54	100.00%	0.00		
2929	P-3 INLET - MATERIAL	6	EA	5,724.97		34,349.82	6	34,349.82	0.00	6	34,349.82	100.00%	0.00		
2930	P-3 INLET - INSTALLED	6	EA	1,247.77		7,486.62	6	7,486.62	0.00	6	7,486.62	100.00%	0.00		
2959	P-4 INLET - MATERIAL	7	EA	5,981.77		41,872.39	7	41,872.39	0.00	7	41,872.39	100.00%	0.00		
2960	P-4 INLET - INSTALLED	7	EA	1,247.77		8,734.39	6	7,860.95	1 873.44	7	8,734.39	100.00%	0.00		
2999	J-2 INLET - MATERIAL	4	EA	10,908.54		43,634.16	4	43,634.16	0.00	4	43,634.16	100.00%	0.00		
3000	J-2 INLET - INSTALLED	4	EA	1,636.84		6,547.36	4	5,892.62	0 654.74	4	6,547.36	100.00%	0.00		
3109	J-3 INLET - MATERIAL	4	EA	8,764.26		35,057.04	4	35,057.04	0.00	4	35,057.04	100.00%	0.00		
3110	J-3 INLET - INSTALLED	4	EA	1,559.93		6,239.72	4	5,615.75	0 623.97	4	6,239.72	100.00%	0.00		
3131	J-3 PARTIAL INLET - MATERIAL	4	EA	7,876.96		31,507.84	4	31,507.84	0.00	4	31,507.84	100.00%	0.00		
3132	J-3 PARTIAL INLET - INSTALLED	4	EA	1,559.93		6,239.72	4	5,615.75	0 623.97	4	6,239.72	100.00%	0.00		
3139	J-4 INLET - MATERIAL	10	EA	13,393.08		133,930.80	10	133,930.80	0.00	10	133,930.80	100.00%	0.00		
3140	J-4 INLET - INSTALLED	10	EA	1,532.91		15,329.10	9	13,796.19	1 1,532.91	10	15,329.10	100.00%	0.00		
3154	J-4 PARTIAL INLET - MATERIAL	2	EA	11,980.69		23,961.38	2	23,961.38	0.00	2	23,961.38	100.00%	0.00		
3155	J-4 PARTIAL INLET - INSTALLED	2	EA	1,559.70		3,119.40	2	3,119.40	0.00	2	3,119.40	100.00%	0.00		
3409	TYPE V INLET - MATERIAL	8	EA	4,431.34		35,450.72	8	35,450.72	0.00	8	35,450.72	100.00%	0.00		
3410	TYPE V INLET - INSTALLED	8	EA	745.15		5,961.20	7	5,365.08	1 596.12	8	5,961.20	100.00%	0.00		
3564	C CONTROL STRUCTURE - MATERIAL	1	EA	5,219.48		5,219.48	1	5,219.48	0.00	1	5,219.48	100.00%	0.00		

Item	Description	Contract		Unit		Contract Amount	Previous Qty	Current Period		Total		% Complete	Balance To Finish	Retainage	Item 6.4	
		Quantity	UOM	Price				Amount	Qty	Amount	Qty					Amount
3565	C CONTROL STRUCTURE - INSTALLED	1	EA	1,018.65		1,018.65	1	1,018.65	0.00	1	1,018.65	100.00%	0.00			
3594	E CONTROL STRUCTURE - MATERIAL	1	EA	7,710.44		7,710.44	1	7,710.44	0.00	1	7,710.44	100.00%	0.00			
3595	E CONTROL STRUCTURE - INSTALLED	1	EA	1,018.65		1,018.65	1	1,018.65	0.00	1	1,018.65	100.00%	0.00			
3624	H CONTROL STRUCTURE - MATERIAL	1	EA	11,100.20		11,100.20	1	11,100.20	0.00	1	11,100.20	100.00%	0.00			
3625	H CONTROL STRUCTURE - INSTALLED	1	EA	1,018.65		1,018.65		0.00	1	1,018.65	1	1,018.65	100.00%	0.00		
3734	36"X96" BOX CULVERT - MATERIAL	108	LF	1,056.54		114,106.32	108	114,106.32	0.00	108	114,106.32	100.00%	0.00			
3735	36"X96" BOX CULVERT - INSTALLED	108	LF	281.87		30,441.96	108	30,441.96	0.00	108	30,441.96	100.00%	0.00			
3739	36"X96" DBL HEADWALL - MATERIAL	2	EA	28,055.40		56,110.80	2	56,110.80	0.00	2	56,110.80	100.00%	0.00			
3740	36"X96" DBL. HEADWALL - INSTALLED	2	EA	2,846.43		5,692.86	2	5,692.86	0.00	2	5,692.86	100.00%	0.00			
3759	OVERFLOW WEIR - MATERIAL	1	EA	49,505.27		49,505.27		0.00	0.00		0.00	0.00%	49,505.27			
3760	OVERFLOW WEIR - INSTALLED	1	EA	27,184.00		27,184.00		0.00	0.00		0.00	0.00%	27,184.00			
3855	CLEAN STORM	9,688	LF	2.88		27,901.44	9,688	27,901.44	0.00	9,688	27,901.44	100.00%	0.00			
3885	STORM INSPECTION	9,688	EA	2.25		21,798.00	9,688	21,798.00	0.00	9,688	21,798.00	100.00%	0.00			
3895	24" PLUG	1	EA	447.86		447.86	1	447.86	0.00	1	447.86	100.00%	0.00			
3910	WELL POINTS	9,688	LF	16.55		160,336.40	9,688	160,336.40	0.00	9,688	160,336.40	100.00%	0.00			
3914	STORM BYPASS - MATERIAL	220	LF	117.46		25,841.20	220	25,841.20	0.00	220	25,841.20	100.00%	0.00			
3915	STORM BYPASS - INSTALLED	220	LF	44.67		9,827.40	220	9,827.40	0.00	220	9,827.40	100.00%	0.00			
3920	BYPASS MANHOLE - MATERIAL	2	EA	17,140.37		34,280.74	2	34,280.74	0.00	2	34,280.74	100.00%	0.00			

Item	Description	Contract		Unit		Contract Amount	Previous Qty	Current Period		Total		% Complete	Balance To Finish	Retainage	Item 6.4
		Quantity	UOM	Price				Amount	Qty	Amount	Qty				
3921	BYPASS MANHOLE - INSTALLED	2	EA	711.61		1,423.22	2	1,423.22	0.00	2	1,423.22	100.00%	0.00		
Total for STORM						3,724,694.14	3,640,502.01	5,923.80		3,646,425.81	97.90%	78,268.33			

Bill Group 0400 WATER

5519	6" PVC -MATERIAL	100	LF	19.59		1,959.00	100	1,959.00	0.00	100	1,959.00	100.00%	0.00		
5520	6" PVC - INSTALLED	100	LF	8.94		894.00	100	894.00	0.00	100	894.00	100.00%	0.00		
5524	8" PVC - MATERIAL	5,860	LF	32.43		190,039.80	5,860	190,039.80	0.00	5,860	190,039.80	100.00%	0.00		
5525	8" PVC - INSTALLED	5,860	LF	8.94		52,388.40	5,860	52,388.40	0.00	5,860	52,388.40	100.00%	0.00		
5534	12" PVC - MATERIAL	880	LF	66.85		58,828.00	880	58,828.00	0.00	880	58,828.00	100.00%	0.00		
5535	12" PVC - INSTALLED	880	LF	10.72		9,433.60	880	9,433.60	0.00	880	9,433.60	100.00%	0.00		
5539	8" DIP - MATERIAL	420	LF	48.41		20,332.20	420	20,332.20	0.00	420	20,332.20	100.00%	0.00		
5540	8" DIP - INSTALLED	420	LF	8.94		3,754.80	420	3,754.80	0.00	420	3,754.80	100.00%	0.00		
5544	12" DIP - MATERIAL	20	LF	73.34		1,466.80	20	1,466.80	0.00	20	1,466.80	100.00%	0.00		
5545	12" DIP - INSTALLED	20	LF	10.72		214.40	20	214.40	0.00	20	214.40	100.00%	0.00		
5614	WM SINGLE SERVICE - MATERIAL	17	EA	661.26		11,241.42	17	11,241.42	0.00	17	11,241.42	100.00%	0.00		
5615	WM SINGLE SERVICE - INSTALLED	17	EA	297.78		5,062.26	14	4,049.81	3	1,012.45	17	5,062.26	100.00%	0.00	
5619	WM DOUBLE SERVICE - MATERIAL	103	EA	1,258.32		129,606.96	103	129,606.96	0.00	103	129,606.96	100.00%	0.00		
5620	WM DOUBLE SERVICE - INSTALLED	103	EA	297.86		30,679.58	82	24,543.66	21	6,135.92	103	30,679.58	100.00%	0.00	
5625	WATER FITTINGS - MATERIAL		LS			53,005.84		53,005.84	0.00		53,005.84	100.00%	0.00		

Item	Description	Contract		Unit		Contract Amount	Previous Qty	Current Period		Total		% Complete	Balance To Finish	Retainage	Item 6.4
		Quantity	UOM	Price				Amount	Qty	Amount	Qty				
5654	8" GATE VALVE - MATERIAL	25	EA	2,240.58		56,014.50	25	56,014.50	0.00	25	56,014.50	100.00%	0.00		
5655	8" GATE VALVE - INSTALLED	25	EA	307.04		7,676.00	25	7,676.00	0.00	25	7,676.00	100.00%	0.00		
5664	12" GATE VALVE - MATERIAL	2	EA	4,166.58		8,333.16	2	8,333.16	0.00	2	8,333.16	100.00%	0.00		
5665	12" GATE VALVE - INSTALLED	2	EA	350.90		701.80	2	701.80	0.00	2	701.80	100.00%	0.00		
5689	FIRE HYDRANT - MATERIAL	10	EA	6,574.08		65,740.80	10	65,740.80	0.00	10	65,740.80	100.00%	0.00		
5690	FIRE HYDRANT - INSTALLED	10	EA	1,184.29		11,842.90	10	11,842.90	0.00	10	11,842.90	100.00%	0.00		
5691	RELOCATE EX FIRE HYDRANT - MATERIAL	1	EA	6,574.08		6,574.08	1	6,574.08	0.00	1	6,574.08	100.00%	0.00		
5692	RELOCATE EX. FIRE HYDRANT - INSTALLED	1	EA	1,535.19		1,535.19	1	1,535.19	0.00	1	1,535.19	100.00%	0.00		
5694	2" BLOW OFF - MATERIAL	5	EA	940.85		4,704.25	5	4,704.25	0.00	5	4,704.25	100.00%	0.00		
5695	2" BLOW OFF - INSTALLED	5	EA	307.04		1,535.20		0.00	2	614.08	2	614.08	40.00%	921.12	
5704	2" JUMPER - MATERIAL	1	EA	2,092.92		2,092.92	1	2,092.92	0.00	1	2,092.92	100.00%	0.00		
5705	2" JUMPER - INSTALLED	1	EA	219.31		219.31	1	219.31	0.00	1	219.31	100.00%	0.00		
5734	12" WET TAP - MATERIAL	1	EA	9,463.08		9,463.08	1	9,463.08	0.00	1	9,463.08	100.00%	0.00		
5735	12" WET TAP - INSTALLED	1	EA	1,884.82		1,884.82		0.00	1	1,884.82	1	1,884.82	100.00%	0.00	
5760	TEST WATER LINES	7,280	LF	2.11		15,360.80	3,800	8,018.00	3,480	7,342.80	7,280	15,360.80	100.00%	0.00	
5775	SAMPLE POINTS	10	EA	907.92		9,079.20		0.00		0.00		0.00%	9,079.20		
Total for WATER						771,665.07		744,674.68		16,990.07		761,664.75	98.70%	10,000.32	

Bill Group	0500	REUSE													
6019	6" PVC - MATERIAL	6,720	LF	19.59		131,644.80	6,720	131,644.80		0.00	6,720	131,644.80	100.00%	0.00	

Item	Description	Contract		Unit		Contract Amount	Previous Qty	Current Period			Total		% Complete	Balance To Finish	Retainage	Item 6.4
		Quantity	UOM	Price	Price			Amount	Qty	Amount	Qty	Amount				
6020	6" PVC - INSTALLED	6,720	LF	8.94		60,076.80	6,720	60,076.80		0.00	6,720	60,076.80	100.00%	0.00		
6024	6" DIP - MATERIAL	460	LF	36.30		16,698.00	460	16,698.00		0.00	460	16,698.00	100.00%	0.00		
6025	6" DIP - INSTALLED	460	LF	8.94		4,112.40	460	4,112.40		0.00	460	4,112.40	100.00%	0.00		
6089	RM SINGLE SERVICE - MATERIAL	38	EA	661.26		25,127.88	38	25,127.88		0.00	38	25,127.88	100.00%	0.00		
6090	RM SINGLE SERVICE - INSTALLED	38	EA	268.08		10,187.04	30	8,149.63	8	2,037.41	38	10,187.04	100.00%	0.00		
6094	RM DOUBLE SERVICE - MATERIAL	91	EA	1,206.96		109,833.36	91	109,833.36		0.00	91	109,833.36	100.00%	0.00		
6095	RM DOUBLE SERVICE - INSTALLED	91	EA	268.08		24,395.28	73	19,516.22	18	4,879.06	91	24,395.28	100.00%	0.00		
6115	RECLAIM FITTINGS - MATERIAL	1	EA	49,176.30		49,176.30	1	49,176.30		0.00	1	49,176.30	100.00%	0.00		
6129	6" GATE VALVE - MATERIAL	24	EA	1,534.38		36,825.12	24	36,825.12		0.00	24	36,825.12	100.00%	0.00		
6130	6" GATE VALVE - INSTALLED	24	EA	307.04		7,368.96	24	7,368.96		0.00	24	7,368.96	100.00%	0.00		
6164	2" BLOW OFF - MATERIAL	5	EA	940.85		4,704.25	5	4,704.25		0.00	5	4,704.25	100.00%	0.00		
6165	2" BLOW OFF - INSTALLED	5	EA	307.04		1,535.20		0.00	1	307.04	1	307.04	20.00%	1,228.16		
6169	2" JUMPER - MATERIAL	1	EA	2,092.92		2,092.92	1	2,092.92		0.00	1	2,092.92	100.00%	0.00		
6170	2" JUMPER - INSTALLED	1	EA	219.31		219.31	1	219.31		0.00	1	219.31	100.00%	0.00		
6225	TEST RECLAIM LINES	6,720	LF	2.11		14,179.20	3,360	7,089.60	3,360	7,089.60	6,720	14,179.20	100.00%	0.00		
Total for REUSE						498,176.82		482,635.55		14,313.11		496,948.66	99.75%	1,228.16		
Bill Group	0600	ROADS														
6530	ASPHALT 2" SP-9.5 (2 LIFTS)	21,830	SY	20.25		442,057.50		0.00		0.00		0.00	0.00%	442,057.50		
6629	LIMEROCK 6" - MATERIAL	21,830	SY	8.47		184,900.10	2,183	18,490.01	19,647	166,410.09	21,830	184,900.10	100.00%	0.00		

Item	Description	Contract		Unit		Contract Amount	Previous Qty	Current Period		Total		% Complete	Balance To Finish	Retainage	Item 6.4
		Quantity	UOM	Price	Amount			Amount	Qty	Amount	Qty				
6630	LIMEROCK 6" - INSTALLED	21,830	SY	3.86	84,263.80		0.00	10,915	42,131.90	10,915	42,131.90	50.00%	42,131.90		
6689	STABILIZER 12" - MATERIAL	26,515	SY	4.67	123,825.05	13,258	61,912.53	13,258	61,912.52	26,515	123,825.05	100.00%	0.00		
6690	STABILIZER 12" - INSTALLED	26,515	SY	1.81	47,992.15	13,258	23,996.08	13,258	23,996.07	26,515	47,992.15	100.00%	0.00		
6691	STABILIZED ACCESS (MILLINGS) - MATERIAL	1,340	SY	25.31	33,915.40		0.00	1,340	33,915.40	1,340	33,915.40	100.00%	0.00		
6692	STABILIZED ACCESS (MILLINGS) - INSTALLED	1,340	SY	1.73	2,318.20		0.00	1,340	2,318.20	1,340	2,318.20	100.00%	0.00		
6694	COMPACTED BASE 12"	1,340	SY	2.39	3,202.60	1,340	3,202.60		0.00	1,340	3,202.60	100.00%	0.00		
6695	ASPHALT 2" SP-9.5 (2 LIFTS)TEMP	670	SY	20.25	13,567.50		0.00		0.00		0.00	0.00%	13,567.50		
6699	LIMEROCK 6" TEMP - MATERIAL	670	SY	8.47	5,674.90		0.00		0.00		0.00	0.00%	5,674.90		
6700	LIMEROCK 6" TEMP - INSTALLED	670	SY	3.86	2,586.20		0.00		0.00		0.00	0.00%	2,586.20		
6704	STABILIZER 12" TEMP - MATERIAL	670	SY	4.67	3,128.90	335	1,564.45	335	1,564.45	670	3,128.90	100.00%	0.00		
6705	STABILIZER 12" TEMP - INSTALLED	670	SY	1.81	1,212.70	335	606.35	335	606.35	670	1,212.70	100.00%	0.00		
6706	6" CONCRETE DRIVE LS	960	SF	11.51	11,049.60		0.00		0.00		0.00	0.00%	11,049.60		
6707	6" CONCRETE TRAIL	2,300	SF	11.51	26,473.00		0.00		0.00		0.00	0.00%	26,473.00		
6708	6" CONC. DUMPSTER PAD	840	SF	13.38	11,239.20		0.00		0.00		0.00	0.00%	11,239.20		
6710	D CURB	800	LF	23.20	18,560.00		0.00		0.00		0.00	0.00%	18,560.00		
6720	MIAMI CURB	12,900	LF	20.82	268,578.00	144	3,000.00	12,756	265,578.00	12,900	268,578.00	100.00%	0.00		
6735	RIBBON CURB	30	LF	41.86	1,255.80		0.00		0.00		0.00	0.00%	1,255.80		
6745	TRENCH CURB LS	150	LF	23.21	3,481.50		0.00		0.00		0.00	0.00%	3,481.50		

Item	Description	Contract		Unit		Contract Amount	Previous Qty	Current Period		Total		% Complete	Balance To Finish	Retainage
		Quantity	UOM	Price				Amount	Qty	Amount	Qty			
6770	VALLEY GUTTER	165	LF	48.04		7,926.60	0.00		0.00		0.00	0.00%	7,926.60	
6790	5' SIDEWALK 4" THICK	1,200	LF	35.72		42,864.00	0.00		0.00		0.00	0.00%	42,864.00	
6830	7' SIDEWALK 4" THICK	100	LF	49.60		4,960.00	0.00		0.00		0.00	0.00%	4,960.00	
6870	5' WHEEL CHAIR RAMP	28	EA	1,574.01		44,072.28	0.00		0.00		0.00	0.00%	44,072.28	
6935	SIGNS-PAVEMENT MARKINGS		LS			53,170.00	0.00		0.00		0.00	0.00%	53,170.00	
6940	GUARDRAIL FDOT 536-001	110	LF	70.23		7,725.30	0.00		0.00		0.00	0.00%	7,725.30	
Total for ROADS						1,450,000.28	112,772.02	598,432.98	711,205.00	49.05%	738,795.28			

Item 6.4

Bill Group 0700 MISC

8505	SURVEY		LS											
8510	ASBUILTS		LS											
8525	MOBILIZATION		LS											
8530	GEOTECH TESTING		LS											
8535	LOT TESTING	350	EA											
8540	ENVIRONMENTAL		LS											
8545	S.W.P.P.P.		LS											
8555	R/W PERMIT		LS											
Total for MISC														

Bill Group 0800 OFFSITE

9002	SILT FENCE	2,200	LF	1.40		3,080.00	0.00		0.00		0.00	0.00%	3,080.00	
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Item	Description	Contract		Unit		Contract Amount	Previous Qty	Current Period		Total		% Complete	Balance To Finish	Retainage	Item 6.4
		Quantity	UOM	Price	Amount			Amount	Qty	Amount	Qty				
9003	EXCAVATE AND GRADE OFFSITE	2,000	SY	7.27		14,540.00	0.00		0.00		0.00	0.00%	14,540.00		
9005	ASPHALT 1" SP-9.5	6,245	SY	14.44		90,177.80	0.00		0.00		0.00	0.00%	90,177.80		
9025	ASPHALT 2.5" SP-12.5	1,970	SY	23.38		46,058.60	0.00		0.00		0.00	0.00%	46,058.60		
9040	1" MILL EXISTING	4,275	SY	5.88		25,137.00	0.00		0.00		0.00	0.00%	25,137.00		
9094	LIMEROCK 16" FULL DEPTH - MATERIAL	1,970	SY	8.47		16,685.90	0.00		0.00		0.00	0.00%	16,685.90		
9095	LIMEROCK 16" FULL DEPTH - INSTALLED	1,970	SY	8.60		16,942.00	0.00		0.00		0.00	0.00%	16,942.00		
9225	SIGNS-PAVEMENT MARKINGS		LS			21,833.44	0.00		0.00		0.00	0.00%	21,833.44		
9230	RESTORATION		LS			13,176.13	0.00		0.00		0.00	0.00%	13,176.13		
9999	6" PVC FORECMAIN - MATERIAL	580	LF	19.60		11,368.00	580	11,368.00	0.00	580	11,368.00	100.00%	0.00		
10000	6" PVC FORCEMAIN - INSTALLED	580	LF	35.75		20,735.00	0.00		0.00		0.00	0.00%	20,735.00		
10004	6" DIP FORCEMAIN - MATERIAL	80	LF	63.71		5,096.80	80	5,096.80	0.00	80	5,096.80	100.00%	0.00		
10005	6" DIP FORCEMAIN - INSTALLED	80	LF	35.73		2,858.40	0.00		0.00		0.00	0.00%	2,858.40		
10010	DIRECTIONAL DRILL 8"	80	LF	191.65		15,332.00	0.00		0.00		0.00	0.00%	15,332.00		
10015	FORCEMAIN FITTINGS - MATERIAL		LS			16,191.02	16,191.02		0.00		16,191.02	100.00%	0.00		
10019	6" PLUG VALVE - MATERIAL	1	EA	2,234.16		2,234.16	1	2,234.16	0.00	1	2,234.16	100.00%	0.00		
10020	6" PLUG VALVE - INSTALLED	1	EA	395.75		395.75	0.00		0.00		0.00	0.00%	395.75		
10025	TIE FM TO EXISTING MH	1	EA	2,741.97		2,741.97	0.00		0.00		0.00	0.00%	2,741.97		
10030	MANHOLE LINER - INSTALLED	1	EA	8,125.00		8,125.00	0.00		0.00		0.00	0.00%	8,125.00		

Item	Description	Contract		Unit		Contract Amount	Previous Qty	Current Period		Total		% Complete	Balance To Finish	Retainage	Item 6.4
		Quantity	UOM	Price				Amount	Qty	Amount	Qty				
10040	TEST FORCEMAIN LINES	740	LF	1.96		1,450.40		0.00	0.00		0.00	0.00%	1,450.40		
10044	12" PVC - MATERIAL	640	LF	66.80		42,752.00	640	42,752.00	0.00	640	42,752.00	100.00%	0.00		
10045	12" PVC - INSTALLED	640	LF	178.72		114,380.80		0.00	0.00		0.00	0.00%	114,380.80		
10050	DIRECTIONAL DRILL 8"	80	LF	191.65		15,332.00		0.00	0.00		0.00	0.00%	15,332.00		
10055	RECLAIM FITTINGS - MATERIAL	1	EA	4,374.09		4,374.09	1	4,374.09	0.00	1	4,374.09	100.00%	0.00		
10059	6" GATE VALVE - MATERIAL	1	EA	1,534.38		1,534.38	1	1,534.38	0.00	1	1,534.38	100.00%	0.00		
10060	6" GATE VALVE - INSTALLED	1	EA	307.04		307.04		0.00	0.00		0.00	0.00%	307.04		
10064	12" GATE VALVE - MATERIAL	3	EA	4,166.58		12,499.74	3	12,499.74	0.00	3	12,499.74	100.00%	0.00		
10065	12" GATE VALVE - INSTALLED	3	EA	350.90		1,052.70		0.00	0.00		0.00	0.00%	1,052.70		
10069	2" BLOW OFF - MATERIAL	1	EA	940.85		940.85	1	940.85	0.00	1	940.85	100.00%	0.00		
10070	2" BLOW OFF - INSTALLED	1	EA	307.04		307.04		0.00	0.00		0.00	0.00%	307.04		
10075	TEST RECLAIM LINES	720	LF	2.11		1,519.20		0.00	0.00		0.00	0.00%	1,519.20		
10080	TIE TO EXISTING REUSE	1	EA	1,842.72		1,842.72		0.00	0.00		0.00	0.00%	1,842.72		
10085	MOT		LS			55,658.75		0.00	0.00		0.00	0.00%	55,658.75		
Total for OFFSITE						586,660.68		96,991.04	0.00		96,991.04	16.53%	489,669.64		

Bill Group 0901 CHANGE ORDER ONE

CO#01-6" WELL ABANDONMENT	1	EA	
CO#01-10" WELL ABANDONMENT	1	EA	
CO#01-2" MONITORING WELL ABANDONMENT		LS	

Item	Description	Contract Quantity	Unit UOM	Price	Contract Amount	Previous Qty	Current Period Amount Qty	Total Amount Qty	% Complete	Balance To Finish	Retainage
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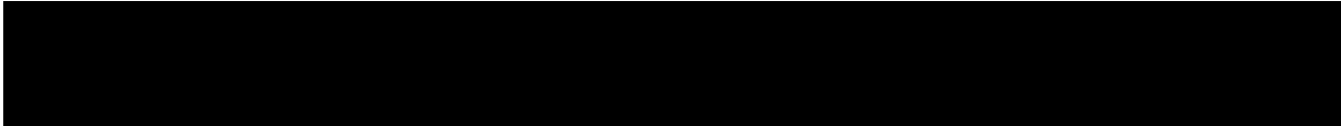
Item 6.4

Total for CHANGE ORDER ONE



Bill Group 0902 CHANGE ORDER TWO

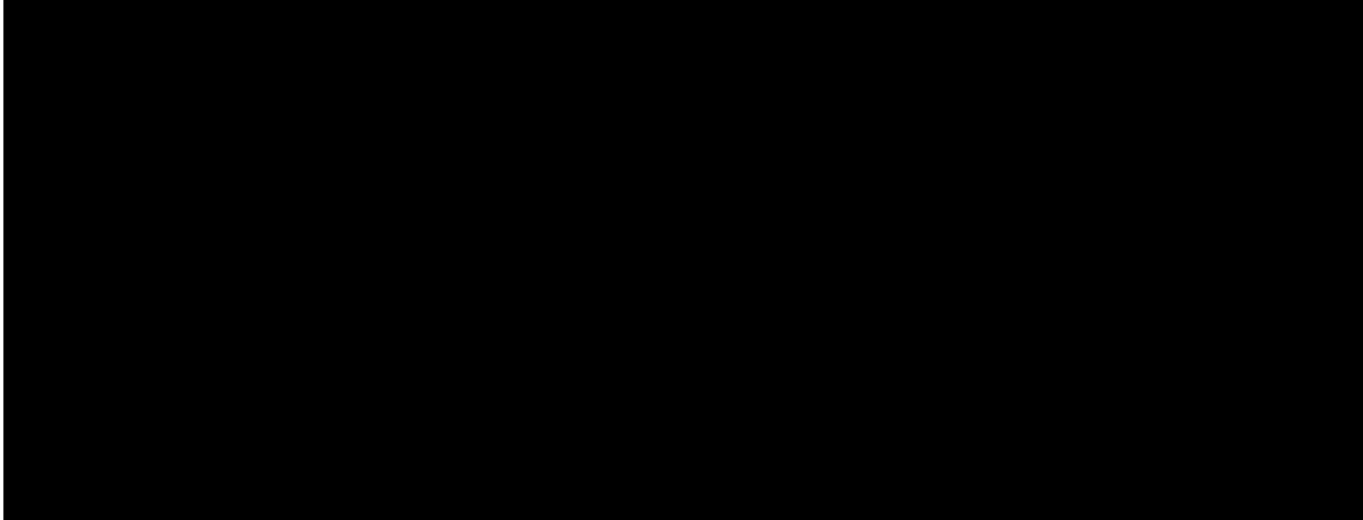
CO#02- MULCH PATH	-5,000	SY									
CO#02- ASPHALT MILLING WALKWAYS TRACT	5,000	SY									



Total for CHANGE ORDER TWO

Bill Group 0903 CHANGE ORDER THREE

CO#03- 12" HDPE	40	LF									
CO#03- TIE TO EXISTING	1	EA									
CO#03- WM SINGLE SERVICE 2"	1	EA									
CO#03- RM SINGLE SERVICE	1	EA									
CO#03- 2" RPZ	1	EA									
CO#03- ASPHALT 2" SP-9.5	970	SY									
CO#03- LIMEROCK 6"	970	SY									
CO#03- STABILIZER 12"	970	SY									
CO#03- 5' SIDEWALK 4" THICK	49	LF									
CO#03- 7' SIDEWALK 4" THICK	15	LF									
CO#03- 7' SIDEWALK THICKEN EDGE	65	LF									
CO#03- D CURB	352	LF									
CO#03- MIAMI CURB	75	LF									



Item	Description	Contract Quantity	Unit UOM	Price	Contract Amount	Previous Qty	Current Period Amount Qty	Total Amount Qty	% Complete	Balance To Finish	Retainage
CO#03-	VALLEY GUTTER	128	LF								
CO#03-	BIKE RACK CONC AREA	128	SF								
CO#03-	MAIL KIOSK CONC AREA	1,250	SF								
CO#03-	SIGNS - PAVEMENT MARKINGS		LS								
CO#03-	5' WHEEL CHAIR RAMP	4	EA								
CO#03-	7' WHEEL CHAIR RAMP	1	EA								
CO#03-	EXCAVATE AND GRADE	970	SY								
CO#03-	IMPORT FILL	930	SY								
CO#03-	SILT FENCE	245	LF								
CO#03-	DOUBLE SILT FENCE	360	LF								
CO#03-	SEED MULCH	1	ACR								
CO#03-	R/W SOD	655	SY								
CO#03-	SLOPE SOD	258	SY								
CO#03-	R/W GRADING	655	SY								
CO#03-	SLOPE GRADING	258	SY								
CO#03-	RETAINING WALL	808	SF								
CO#03-	SURVEY		LS								
CO#03-	ASBUILTS		LS								
CO#03-	GEOTECH TESTING		LS								
Total for CHANGE ORDER THREE											

Item 6.4

Item	Description	Contract Quantity	Unit UOM	Price	Contract Amount	Previous Qty	Current Period Amount Qty	Total Amount Qty	% Complete	Balance To Finish	Retainage
Bill Group 0904 CHANGE ORDER FOUR											
CO#04-	SINGLE POWER CROSSING	800	LF								
CO#04-	DOUBLE POWER CROSSING	150	LF								
CO#04-	TRIPLE POWER CROSSING	350	LF								
CO#04-	2" SINGLE IRR CROSSING	350	LF								
CO#04-	4" SINGLE IRR CROSSING	200	LF								
CO#04-	6" SINGLE IRR CROSSING	50	LF								
CO#04-	4" DOUBLE IRR CROSSING	250	LF								
CO#04-	3" & 2" DOUBLE IRR CROSSING	200	LF								
CO#04-	4" & 2" DOUBLE IRR CROSSING	50	LF								
CO#04-	SURVEY FOR CROSSING		LS								
CO#04-	PICK UP FEE FOR POWER CROSSING		LS								
Total for CHANGE ORDER FOUR											
Grand Totals					<u>13,308,771.79</u>	<u>9,944,660.98</u>	<u>1,014,951.36</u>	<u>10,959,612.34</u>	<u>82.35%</u>	<u>2,349,159.45</u>	



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: July 18, 2024

RE: RESOLUTION NUMBER 24-60: WATER, WASTEWATER, AND RECLAIMED WATER RATE ADJUSTMENT

Introduction:

The purpose of Resolution Number 24-60 is to establish new water, wastewater, and reclaimed water rates to ensure that the facilities used and required are maintained in proper working order and comply with regulatory mandates. Resolution 21-20 established rate adjustments for water, wastewater, and reclaimed water for the period beginning June 1, 2021 and annually each year thereafter through 2025. The effective date of the new rates will be August 1st billing each year. A notice of a 2.5% increase will be included on every utility bill issued in July.

Recommended Action:

Staff recommends approval of Resolution Number 24-60 as submitted.

Background:

In 2016, the City contracted with Public Resource Management Group, Inc. (PRMG) to perform a Utility rate study. PRMG presented the results and recommendations of the 2016 Water, Wastewater, and Reclaimed Water Study to the Commission on February 18, 2016.

In 2021, the Finance Department conducted an in-house study covering the current status and projections of the water, wastewater, and reclaimed water systems through the year ending June 30, 2025. Consideration was given to current financial conditions, projected operation costs, proposed system upgrades, required system upgrades, customer growth, economic assumptions and revenue streams necessary to deliver reliable and quality service to customers.

Based on the analysis of the water, wastewater, and reclaimed water systems, it was determined that an annual increase of 2.5% each year through June 1, 2025, would be sufficient. Other rates were explored in the study however, it was determined that the 2.5% increase allowed the City to balance funding operations with keeping costs reasonable for users.

The Commission has always provided for and ensured proper rates are in effect for the City. This due diligence has been able to satisfy outside agencies such as lending institutions and

bond rating companies, allowing us to obtain financing for major expansions when necessary. The previous study had an initial increase of 7.7% followed by 4 years at 1.7%, which averaged out to 2.9% a year over the five years ending 6-1-2020. As it turned out, the CPI for the same period was also 2.9%. The study currently in use maintained a consistent 2.5% each year, totaling 12.5% for the period reviewed.

Based on the growth of customers as well as future Consumer Price Index, we believe the rates are adequate and just. It is imperative that the City continue to ensure that rates are available to support the operation, maintenance and necessary replacement of the infrastructure; as well as provide assurances to outside agencies, lending institutions and bond rating companies that the City is compliant in providing for operational needs. The current increase in rates should still fulfill that commitment for the coming year.

The City has determined that a new rate study needs to be conducted as a result of economic changes since the in-house study was performed. The previous study provided for the expectation that the City would borrow to fund the expansion project which is well underway. However, the award from the American Rescue Plan Act (ARPA) funds provided the City with \$9,311,369 going toward the expansion, eliminating the need for borrowing. Additionally, the expansion project has incurred significant inflationary costs which has increased the overall cost of the expansion. Construction costs continue to rise.

A new rate study was approved by the Commission and is currently being performed by an outside consultant, Raftelis. Raftelis is a local government & utility management consulting company with national exposure. Raftelis has a system to deal with inflationary factors previously not projected. Raftelis will present their initial findings to the Commission during the July 15, 2024 workshop. Their assumptions are based on this 2.5% rate increase occurring. Based on the recommendations of the new rate study, it is expected that staff will bring a mid-year adjustment of rates to the City Commission for consideration.

The exhibit below illustrates the proposed rate increases based on a typical residential 5,000-gallon monthly bill for water, reclaimed water, and wastewater usage. The cost of irrigation using an additional 5,000-gallon has been included for both those having potable water as well as those able to utilize reclaimed water.

**City of Eustis
Residential Bill Comparison - 5,000 Gallon Monthly Usage
Inside City Rates June 1, 2024**

Description	Current Rate	New Rate 7/1/2024
Water Availability	\$ 12.35	\$ 12.66
Consumption Cost	12.92	13.25
	25.27	25.91
Utility Tax	2.53	2.59
Total Water Charges	27.80	28.50
Sewer Availability	\$ 29.07	\$ 29.80
Consumption Cost	18.19	18.65
Total Sewer Cost	\$ 47.26	\$ 48.45
Total	\$ 75.06	\$ 76.95
Cost of Irrigation based on 5,000 Usage		
Irrigation Potable Water	16.04	16.45
Reclaimed Water	8.10	8.30

Customer located outside the City pay an additional 25% premium as provided by Florida Statute 180.191

Regular water and sewer bills would increase \$1.89 monthly, irrigation meter for potable water would increase \$0.41 monthly, while the reclaimed meter cost increase would only be \$0.20 monthly.

Alternatives:

- Approve Resolution Number 24-60
- Deny Resolution Number 24-60 and wait until the rate study is completed by Raftelis.

Discussion of Alternatives:

Approval of Resolution Number 24-60:

Advantages: Approval of the resolution will adequately fund the operations and debt service requirements of the system and allow it to go forward with adequate funding until the Raftelis rate study is complete.

Disadvantages: The customer rates will be increased by 2.5%.

Denial of Resolution Number 24-60:

Advantages: Utility customers will not experience a rate increase at this time. While an advantage to customers, it is not an advantage to the city.

Disadvantages: The system will fall behind in being able to support its basic operating needs and may not be able to support its debt service payments in the future. Capital repairs and improvements will have to slow down so that the system does not become financially unworkable. Failure to adequately fund operations, repairs and maintenance items could lead to major fines from State and Federal Government, environmental impairment, and real potential concerns for public health. The system may also become limited in its ability to serve water and conduct sewer collection for the residents and businesses of the City of Eustis.

Community Input:

The meeting has been advertised according to requirements. Starting on July 1st, notices are being included in customer bills that provide the increased rates.

Budget/Staff Impact:

These rate increases have been determined by the most current rate study to meet the projected immediate operational needs as well as provide revenue projections to meet debt service requirements.

Prepared By:

Lori Carr, Finance Director

Attachments:

Resolution Number 24-60

Exhibit A - Utility Rate Comparison Current Rate and Proposed new Rate

RESOLUTION NUMBER 24-60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING ADJUSTMENT TO CITY OF EUSTIS RATES FOR WATER, WASTEWATER AND RECLAIMED WATER, TO PROVIDE FOR THE ANNUAL ADJUSTMENT PER ORDINANCE NUMBER 16-10, TO BE EFFECTIVE July 1 2024.

WHEREAS, Florida Statutes Chapter 180 provides municipalities with the authority to establish and operate water utility systems; and

WHEREAS, increasing operating costs, regulatory mandates from state agencies, and aging infrastructure have placed a financial burden on the City to upgrade its facilities requiring planning for future rate increases to ensure fiscal solvency of the system, compliance with State mandates, and continued service to residents; and

WHEREAS, the City Commission has the discretion to increase, decrease, or leave rates and charges the same in accordance with law; and

WHEREAS, an annual 2.5% rate increase for water, wastewater, and reclaimed water was established each year through July 1, 2024; and

WHEREAS, the 2.5% increase will be included on the first bills sent out on August 1, 2024 and

WHEREAS, the City Commission finds it in the best interest of the City to establish rate increases and rate setting procedures to ensure its utility systems are adequately funded.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida, that a 2.5% rate increase for water, wastewater and reclaimed water is hereby approved to be effective July 1, 2024.

DONE AND RESOLVED, this 18th day of July, 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 18th day of July, 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 City Commission of the City of Eustis, Florida.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-60 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
Utility Rate Comparison**

**CITY OF EUSTIS
Water Rate Increase 2.5%**

	<u>Current Rate</u>		<u>New Rate 7/1/2024</u>		<u>New Rate Rate</u>		<u>New Rate 7/1/2024</u>
Residential:							
<u>In-City</u>							
Availability Charge (Incl. 0 usage)	\$	12.35	\$	12.66			
<i>Per 1,000 gallons</i>							
0 to 8,000 gallons	\$	2.58	\$	2.65			
8,001 to 20,000 gallons	\$	3.22	\$	3.30			
20,001 to 30,000 gallons	\$	4.53	\$	4.64			
Over 30,000 gallons	\$	10.30	\$	10.56			
<u>Outside City</u>							
Availability Charge (Incl. 0 usage)	\$	15.45	\$	15.83			
<i>Per 1,000 gallons</i>							
0 to 8,000 gallons	\$	3.23	\$	3.31			
8,001 to 20,000 gallons	\$	4.02	\$	4.12			
20,001 to 30,000	\$	5.66	\$	5.80			
Over 30,000 gallons	\$	12.88	\$	13.20			
<u>Irrigation: Residential</u>							
<u>In-City</u>							
<u>Availability Charge (Incl. 0 usage)</u>							
<i>Per 1,000 gallons</i>							
First 12,000 gallons	\$	3.21	\$	3.29			
12,001 to 20,000 gallons	\$	4.53	\$	4.64			
Over 20,000 gallons	\$	10.30	\$	10.56			
<u>Outside City</u>							
<u>Availability Charge (Incl. 0 usage)</u>							
<i>Per 1,000 gallons</i>							
First 12,000 gallons	\$	4.02	\$	4.12			
12,001 to 20,000 gallons	\$	5.66	\$	5.80			
Over 20,000 gallons	\$	12.88	\$	13.20			
<u>R.V. Parks:</u>							
<u>In-City</u>							
Availability Charge (Incl. 0 usage)	\$	4.12	\$	4.22			
<i>Rate per 1,000 gallons (All Usage)</i>	\$	2.58	\$	2.65			
<u>Outside City</u>							
Availability Charge (Incl. 0 usage)	\$	5.15	\$	5.27			
<i>Rate per 1,000 gallons (All Usage)</i>	\$	3.23	\$	3.31			
<u>Commercial:</u>							
<u>In-City</u>							
Availability Charge (Incl. 0 usage)	\$	24.73	\$	25.35			
<i>Per 1,000 gallons</i>							
0 to 30,000 gallons	\$	2.58	\$	2.65			
Over 30,000 gallons	\$	3.21	\$	3.29			
<u>Outside City</u>							
Availability Charge (Incl. 0 usage)	\$	30.91	\$	31.69			
<i>Per 1,000 gallons</i>							
0 to 30,000 gallons	\$	3.23	\$	3.31			
Over 30,000 gallons	\$	4.02	\$	4.12			
<u>Irrigation: Commercial</u>							
<u>In-City</u>							
<u>Availability Charge (Incl. 0 usage)</u>							
<i>Per 1,000 gallons</i>							
0- 50,000 gallons							
0-100,000 gallons	\$	3.22	\$	3.30			
Over 100,000 gallons	\$	5.80	\$	5.95			
<u>Outside City</u>							
<u>Availability Charge (Incl. 0 usage)</u>							
<i>Per 1,000 gallons</i>							
0- 50,000 gallons							
0-100,000 gallons	\$	4.02	\$	4.12			
Over 100,000 gallons	\$	7.26	\$	7.44			
<u>Industrial:</u>							
<u>In-City</u>							
Availability Charge (Incl. 0 usage)	\$	54.39	\$	55.75			
<i>Per 1,000 gallons</i>							
0 to 350,000 gallons	\$	2.58	\$	2.65			
Over 350,000 gallons	\$	3.21	\$	3.29			
<u>Outside City</u>							
Availability Charge (Incl. 0 usage)	\$	67.99	\$	69.69			
<i>Per 1,000 gallons</i>							
0 to 350,000 gallons	\$	3.24	\$	3.32			
Over 350,000 gallons	\$	4.02	\$	4.12			



**Exhibit A
Utility Rate Comparison**

**CITY OF EUSTIS
Water Rate Increase 2.5%**

Wastewater Rates - 2.5%

	<u>Current</u>		<u>New Rate</u>
	<u>Rate</u>		<u>7/1/2024</u>
<u>Residential:</u>			
<u>In-City</u>			
Availability Charge (Incl. 0 usage)	\$ 29.07	\$	\$ 29.80
Rate per 1,000 gallons, Max- 10,000 gallons	\$ 3.64	\$	\$ 3.73
<u>Outside City</u>			
Availability Charge (Incl. 0 usage)	\$ 36.34	\$	\$ 37.25
Rate per 1,000 gallons, Max- 10,000 gallons	\$ 4.54	\$	\$ 4.65
<u>R.V. Parks:</u>			
<u>In-City</u>			
Availability Charge Per Occupied Space(Incl. 0 usage)	\$ 9.69	\$	\$ 9.93
Rate per 1,000 gallons, Max- 10,000 gallons (per Occupied Space)	\$ 3.64	\$	\$ 3.73
<u>Outside City</u>			
Availability Charge Per Occupied Space(Incl. 0 usage)	\$ 12.11	\$	\$ 12.41
Rate per 1,000 gallons, Max- 10,000 gallons	\$ 4.54	\$	\$ 4.65
<u>Commercial:</u>			
<u>In-City</u>			
Availability Charge (Incl. 0 usage) Per 1,000 gallons based on water consumption	\$ 40.70	\$	\$ 41.72
All Usage	\$ 4.37	\$	\$ 4.48
<u>Outside City</u>			
Availability Charge (Incl. 0 usage) Per 1,000 gallons based on water consumption	\$ 50.87	\$	\$ 52.14
All Usage	\$ 5.46	\$	\$ 5.60
<u>Industrial:</u>			
<u>In-City</u>			
Availability Charge (Incl. 0 usage) Per 1,000 gallons based on water consumption	\$ 69.76	\$	\$ 71.51
All Usage	\$ 4.37	\$	\$ 4.48
<u>Outside City</u>			
Availability Charge (Incl. 0 usage) Per 1,000 gallons based on water consumption	\$ 87.21	\$	\$ 89.39
All Usage	\$ 5.46	\$	\$ 5.60

Reclaimed Water Rate Increase 2.5%

	<u>Current</u>		<u>New Rate</u>
	<u>Rate</u>		<u>7/1/2024</u>
<u>Residential:</u>			
<u>In-City</u>			
Availability Charge (Incl. 0 usage)			
Rate per 1,000 gallons, Max- 10,000 gallons			
0 - 12,000 Gallons	\$ 1.62	\$	\$ 1.66
12,001 to 20,000 Gallons	\$ 2.27	\$	\$ 2.33
Over 20,000 gallons	\$ 3.19	\$	\$ 3.27
<u>Outside City</u>			
Availability Charge (Incl. 0 usage)			
Rate per 1,000 gallons, Max- 10,000 gallons			
0 - 12,000 gallons	\$ 2.03	\$	\$ 2.08
12,001 to 20,000 gallons	\$ 2.84	\$	\$ 2.91
Over 20,000 gallons	\$ 3.98	\$	\$ 4.08

RECLAIMED WATER RATES NON-RESIDENTIAL

Non-Residential Inside City (Commercial)

	<u>Current</u>		<u>New Rate</u>
	<u>Rate</u>		<u>7/1/2024</u>
<u>In-City</u>			
Availability Charge (Incl. 0 usage) Per 1,000 gallons			
All Usage	\$ 0.81	\$	\$ 0.83

Non-Residential Outside City (Commercial)

	<u>Current</u>		<u>New Rate</u>
	<u>Rate</u>		<u>7/1/2024</u>
<u>In-City</u>			
Availability Charge (Incl. 0 usage) Per 1,000 gallons			
All Usage	\$ 1.00	\$	\$ 1.03

Larger User - Reclaimed Water

(More Than 100,000 Gallons per day per Agreement)

	<u>Current</u>		<u>New Rate</u>
	<u>Rate</u>		<u>7/1/2024</u>
<u>In-City</u>			
Availability Charge (Incl. 0 usage)			
All Usage	\$ 0.40	\$	\$ 0.41



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: July 18, 2024

RE: Resolution Number 24-62: Utility Services for Non-City Residents and Annexations

Background

The City has received increased requests by individual property owners for use of City utility services for both contiguous and non-contiguous properties. Currently, the City has a process for developers, but not individual property owners. The City has a long-standing policy of requiring annexation of contiguous property owners to connect to City services.

The Florida Supreme Court in *Allen's Creek Properties, Inc. v. City of Clearwater*, 679 So.2d 1172 (Fla. 1996), held it is a reasonable and lawful condition for a municipality to require property owners to execute annexation agreements prior to obtaining utilities from the municipality.

Annexation agreements may be executed both for properties that are contiguous and properties that are not contiguous to the City limits to enable the property owner use of the City's utility services prior to the actual annexation of the property into the City of Eustis.

The use of annexation agreements provides for a more streamlined and expeditious process for individual property owners currently outside City limits seeking to connect to available City utilities. The annexation agreements clearly outline the terms and conditions for the property owner making this request.

Recommendation

Approval of Resolution Number 24-62.

Attachments

Resolution 24-62 with corresponding exhibits.

Prepared By: Sasha Garcia, City Attorney

Reviewed By: Tom Carrino, City Manager

RESOLUTION NUMBER 24-62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ADOPTING A STANDARD ANNEXATION AGREEMENT FORM FOR CONTIGUOUS AND NON-CONTIGUOUS PROPERTY OWNERS DESIRING TO UTILIZE CITY UTILITY SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 180, Florida Statutes, authorizes but does not mandate that municipalities extend their utility services to unincorporated areas within the general vicinity of the municipality; and

WHEREAS, the City of Eustis' utility systems are capable of servicing areas within the City and some areas outside the City limits; and

WHEREAS, the City adopted Ordinance 08-09 wherein it addressed establishment of City water or sewer services for developers requesting City utilities. Specifically, any arrangement for City utility services for properties within or outside City limits must be in the form of a written developer's agreement and must be approved by the City Commission on terms and conditions agreeable to the City Commission. Said terms may include, but are not limited to, compliance with all current City codes, regulations, requirements, and an obligation to annex into the City if not already annexed; and

WHEREAS, the City has received increased requests by individual property owners for use of City utility services for both contiguous and non-contiguous properties; and

WHEREAS, the City desires to establish a similar, yet more streamlined procedure for individual property owners who are seeking connection to available City utility services; and

WHEREAS, the Florida Supreme Court in *Allen's Creek Properties, Inc. v. City of Clearwater*, 679 So.2d 1172 (Fla. 1996), held it is a reasonable and lawful condition for a municipality to require property owners to execute annexation agreements prior to obtaining utilities from the municipality; and

WHEREAS, annexation agreements may be executed both for properties that are contiguous and properties that are not contiguous to the City limits to enable the property owner use of the City's utility services prior to the actual annexation of the property into the City of Eustis; and

WHEREAS, the City could suffer a loss of revenue and may be unable to ensure adequate services to its own residents if property owners were to receive City utilities without the condition of executing annexation agreements; and

WHEREAS, the City Commission finds it is in the City’s best interests to require execution of annexation agreements by property owners currently outside City limits that are requesting to connect to available City utilities.

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

SECTION 1. The annexation agreements attached to this Resolution as Exhibits A and B, and made a part hereof, are to be executed by property owners located in Lake County who desire to use City utilities:

Exhibit A: Annexation Agreement – Municipal Services for Non-Contiguous Property

Exhibit B: Annexation Agreement - Municipal Services for Contiguous Property

SECTION 2. The City Manager is hereby authorized to execute the annexation agreements.

SECTION 3. The City Attorney shall prepare an Ordinance to codify this procedure in the City’s Code of Ordinances, and shall prepare any other documents necessary to give this Resolution and the attached annexation agreements full effect.

SECTION 4. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. That this Resolution shall be effective immediately upon adoption.

DONE AND RESOLVED this 18th day of July, 2024 in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

STATE OF FLORIDA

THIS INSTRUMENT IS PREPARED BY
AND SHOULD BE RETURNED TO:
City of Eustis Development Services
4 North Grove Street
Eustis, Florida 32726

ANNEXATION AGREEMENT
[Municipal Services for Contiguous Property]

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF EUSTIS, a Florida municipal corporation, whose mailing address is 10 North Grove Street, Eustis, Florida 32726 (the "City") and _____ whose mailing address is _____ (hereinafter referred to as the "Owner").

WITNESSETH

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations set forth in this Agreement, to provide water and/or sewer service to the Subject Property; and

WHEREAS, the Subject Property is presently located in the unincorporated territory of Lake County and is outside the corporate limits of the City; and

WHEREAS, the City has reviewed the location of the Subject Property and determined that the municipal services requested by the Owner are available from an existing main; and

WHEREAS, the Subject Property is presently eligible for annexation into the City. In order to enable the Owner's use of the City's utility services prior to the actual annexation of the property, the City requires both the Owner's execution of this Agreement and a concurrent Annexation Petition from the Owner; and

WHEREAS, the Owner acknowledges the City's water and sewer rates for users outside the City limits are higher than the rates charged for users within the City. While the annexation is pending, the Owner will be charged the rates for users outside the City limits; and

WHEREAS, the Owner acknowledges and agrees that the City could suffer a loss of revenue and may be unable to ensure adequate services to its own residents if Owner receives City utilities without the condition of executing this Agreement; and

WHEREAS, the Owner acknowledges that the condition of executing this Agreement prior to obtaining City utilities from the City is a reasonable and lawful condition as determined by the Florida Supreme Court in *Allen's Creek Properties, Inc. v. City of Clearwater*, 679 So.2d 1172 (Fla. 1996); and

WHEREAS, in consideration of the City providing the requested municipal services to the Subject Property, the Owner desires to voluntarily petition the City to annex the Subject Property under Section 171.044, Florida Statutes; and

WHEREAS, the parties acknowledge and agree that with the execution of this Agreement, the Owner shall submit a petition for voluntary annexation of the Subject Property pursuant to Section 171.044, Florida Statutes and pay all applicable fees, costs, and expenses associated therewith; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Recitals.

The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

2. Ownership.

The Owner represents that it is the present owner of the following described real property (referred to as the "Subject Property"):

Attached hereto as Exhibit "A"

3. Title Opinion/Certification.

The City will secure, at the expense of the Owner, prior to the City's execution and recording of this Agreement, a recent title opinion of an attorney licensed in Florida or a recent title search report from a title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

In the alternative and at the option of the Owner, prior to the Owner executing this Agreement, the Owner will provide the City with a recent title opinion of an attorney licensed in Florida or a recent title search report from a title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record. To qualify as recent, the attorney title opinion or the title report must have a search date of no later than ten (10) days prior to the date the Owner executes

the Agreement. Subject to compliance with any other requirements contained in this Agreement and confirmation the City is satisfied with the documentation produced by the Owner, the City may then execute and record the Agreement.

4. Annexation.

- A. The Owner and the City acknowledge and agree that this Agreement constitutes a voluntary annexation petition for the Subject Property pursuant to Section 171.044, Florida Statutes. The Owner further agrees that this petition for annexation is irrevocable.
- B. Notwithstanding any other provision of this Agreement, the decision as to whether annexation of the Subject Property is in the best interest of the City, and should be accomplished under this Agreement, shall be made at the sole and absolute discretion of then City Commission. Nothing in this Agreement shall be construed to create a binding obligation on the City to annex the Subject Property at any time. Should the City Commission find annexation of the Subject Property is not in the City's best interest and deny annexation, the municipal services afforded to the Subject Property shall remain in place subject to the Owner complying with the financial obligations due for the services received and compliance with any other requirements applicable to all City utility customers.
- C. The Owner hereby waives any right to object to, or appeal, the City's decision to annex the Subject Property. Furthermore, the Owner hereby agrees not to register any written or verbal opposition to the City's annexation of the Subject Property.
- D. The Owner acknowledges and agrees that this Agreement does not in any way obligate or require the City to annex the Subject Property or grant to the Owner any particular land use designation that may be requested in connection with such annexation.
- E. Classification of Property upon Annexation. The Owner acknowledges and agrees that any land use designation granted to the Owner in connection with the Subject Property shall be consistent with the terms and conditions of the Eustis Comprehensive Plan and Land Development Regulations as it may be amended from time to time.

5. Annexation Petition.

While this Agreement constitutes a voluntary annexation petition, the Owner shall nonetheless submit a formal annexation petition with the City concurrently with the execution of this Agreement. The Owner shall pay all associated fees, costs and expenses associated with the annexation petition.

6. Utility Fees and Lines.

The Owner shall pay any and all utility connection fees, treatment fees, impact fees, and/or such other fees as may be required by the City Code or the City's regulations.

All utility lines and/or appurtenant items which are constructed/installed by the Owner shall be constructed/installed in accordance with City requirements and specifications. The City shall have the right to inspect all lines and appurtenances installed by the Owner to connect to the City's water and/or sewer system.

The Owner agrees to pay all water and/or sewer fees, charges, assessments, and other costs adopted by the City which directly or indirectly relate to the connection to, and use of, the City's water and/or sewer system.

7. Utility Easements.

If the City deems an easement is needed for utility service to be made available to the Subject Property, and so long as the easement does not materially interfere with the Owner's use and enjoyment of the Subject Property, the Owner shall provide to the City such easements and other legal documentation, in form acceptable to the City Attorney, as the City may deem necessary or appropriate for the installation and maintenance of the City's utility services, including but not limited to sewer, water and reclaimed water services.

Any mortgagee or lienholder having an interest in the Subject Property will be required to execute a Consent and Joinder of Mortgagee/Lienholder in a form approved by the City Attorney, subordinating its mortgage or lien to the utility easement contemplated in the foregoing Agreement.

8. Binding Effect.

This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner and its assigns and successors in interest and the City and its assigns and successors in interest. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

9. Representations.

The Owner represents and warrants that Owner possesses fee simple title to the Subject Property, that Owner has full power and authority to enter into this Agreement, and that upon execution of this Agreement the same will be fully binding and enforceable according to its terms.

10. Recording.

The Owner acknowledges and agrees that the City shall record this Agreement in the Public Records of Lake County, Florida, and that the Owner shall pay for costs related to same.

11. Notices.

Any notice required to be given hereunder shall be in writing and shall be delivered in person, by certified mail return receipt requested, or courier service as follows:

OWNER or OWNER'S REPRESENTATIVE

CITY

City Manager
City of Eustis
10 North Grove Street
Eustis, Florida 32726

Should any party's information as identified above change, it shall be said party's obligation to notify the other party of the change in a fashion as is required for notices herein.

12. Defaults and Enforcement.

IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE ALL CITY UTILITY SERVICES PROVIDED TO THE PROPERTY. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF CITY UTILITY SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SAME.

In the event enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner shall be responsible for costs and expenses, including attorneys' fees, whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement.

13. Severability.

If any part of this Agreement is found to be invalid or unenforceable in a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be affected. To that end, this Agreement is declared severable.

14. Effective Date.

This Agreement shall be effective on the date it is last executed by the respective parties.

15. Miscellaneous.

- A. ANY FUTURE OWNERS OF THE PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT AND BY ACCEPTING A DEED OF CONVEYANCE TO THE PROPERTY, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**
- B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns and as approved by the City Commission. Any such modification or amendment shall not be effective until recorded in the Public Records of Lake County, Florida.
- C. This Agreement is the result of a bona fide arms length negotiation between the City and the Owner. Accordingly, this Agreement will not be construed or interpreted more strictly against any one party than against any other.
- D. Failure of the City to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of the City's right to later claim a failure to perform on the part of the Owner.
- E. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. Any litigation that arises under this Agreement shall be brought in the court of Lake County, Florida.
- F. Nothing in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.
- G. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.
- H. In the event a third party institutes a legal proceeding against the City and/or the Owner, regarding the enforceability of this Agreement or any other matters arising out of or related to this Agreement, the annexation of the Property or the provision of municipal services, then in such event the Owner shall pay all costs, fees, charges, and expenses of the City related thereto, including but not limited to, attorney's fees at both the trial and appellate levels.
- I. In addition to each and every remedy now or hereafter existing at law or in equity, the parties hereto expressly agree that City shall have the right to enforce this Agreement by an action for specific performance.
- J. As may be from time to time requested by the City, the Owner agrees to execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.

- K. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, will constitute one and the same document.
- L. This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.
- M. The attached Exhibit A is part of this Agreement as though fully set forth in this Agreement.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement as of the day and year written below.

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

OWNER

Signature of Witness #1

Print or Type Owner Name

Print or Type Name of Witness #1

Address of Witness #1

Signature of Witness #2

Print or Type Name of Witness #2

Address of Witness #2

OWNER

Signature of Witness #1

Print or Type Owner Name

Print or Type Name of Witness #1

Address of Witness #1

Signature of Witness #2

Print or Type Name of Witness #2

Address of Witness #2

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Annexation Agreement was acknowledged before me this ____ day
of _____ 2024 by _____ and
_____ who is/are personally known to me or who
produced _____ as identification and by means of
 physical presence or online notarization.

Notary Signature

Print Name: _____

My Commission Expires: _____

ACCEPTED BY CITY OF EUSTIS, FLORIDA

BY: _____
Tom Carrino, City Manager

DATE: _____

ATTEST:

Christine Halloran, City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

THIS INSTRUMENT IS PREPARED BY
AND SHOULD BE RETURNED TO:
City of Eustis Development Services
4 North Grove Street
Eustis, Florida 32726

ANNEXATION AGREEMENT

[Municipal Services for Non-Contiguous Property]

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF EUSTIS, a Florida municipal corporation, whose mailing address is 10 North Grove Street, Eustis, Florida 32726 (the "City") and _____ whose mailing address is _____ (hereinafter referred to as the "Owner").

WITNESSETH

WHEREAS, the Owner has requested, and the City has agreed, subject to the terms, conditions, and limitations set forth in this Agreement, to provide water and/or sewer service to the Subject Property; and

WHEREAS, the Subject Property is presently located in the unincorporated territory of Lake County and is outside the corporate limits of the City; and

WHEREAS, the Owner acknowledges the City's water and sewer rates for users outside the City limits are higher than the rates charged for users within the City; and

WHEREAS, the City has reviewed the location of the Subject Property and determined that the municipal services requested by the Owner are available from an existing main; and

WHEREAS, the Owner acknowledges and agrees that the City could suffer a loss of revenue and may be unable to ensure adequate services to its own residents if Owner receives City utilities without the condition of executing this Agreement; and

WHEREAS, the Owner acknowledges that the condition of executing this Agreement prior to obtaining City utilities from the City is a reasonable and lawful condition as determined by the Florida Supreme Court in *Allen's Creek Properties, Inc. v. City of Clearwater*, 679 So.2d 1172 (Fla. 1996); and

WHEREAS, in consideration of the City providing the requested municipal services to the Subject Property, the Owner desires to voluntarily petition the City to annex the Subject Property under Section 171.044, Florida Statutes; however, at this time the City cannot annex the Subject Property because it does not currently meet the statutory requirements for voluntary annexation pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the parties acknowledge and agree that this Agreement constitutes a petition for voluntary annexation of the Subject Property pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the Owner agrees that at the time the City determines the Subject Property meets the voluntary annexation requirements pursuant to Section 171.044, Florida Statutes, and the City determines annexation of the Subject Property is in the City's best interests, the Owner shall proceed with the voluntary annexation of the Subject Property and pay all applicable fees, costs, and expenses associated therewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Recitals.

The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

2. Ownership.

The Owner represents that it is the present owner of the following described real property (referred to as the "Subject Property"):

Attached hereto as Exhibit "A"

3. Title Opinion/Certification.

The City will secure, at the expense of the Owner, prior to the City's execution and recording of this Agreement, a recent title opinion of an attorney licensed in Florida or a recent title search report from a title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

In the alternative and at the option of the Owner, prior to the Owner executing this Agreement, the Owner will provide the City with a recent title opinion of an attorney licensed in Florida or a recent title search report from a title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record. To qualify as recent, the attorney title opinion or the title report must have a search date of no later than ten (10) days prior to the date the Owner executes the Agreement. Subject to compliance with any other requirements contained in this Agreement and confirmation the City is satisfied with the documentation produced by the Owner, the City may then execute and record the Agreement.

4. Annexation.

- A. The Owner and the City acknowledge and agree that this Agreement constitutes a voluntary annexation petition for the Subject Property pursuant to Section 171.044, Florida Statutes. The Owner further agrees that this petition for annexation is irrevocable.
- B. At such time as the Subject Property should ever become eligible for annexation, the Owner hereby consents to the annexation of the Subject Property by, and to, the City. Notwithstanding any other provision of this Agreement, the decision as to whether annexation of the Subject Property is in the best interest of the City, and should be accomplished under this Agreement, shall be made at the sole and absolute discretion of then City Commission. Nothing in this Agreement shall be construed to create a binding obligation on the City to annex the Subject Property at any time. Should the City Commission find annexation of the Subject Property is not in the City's best interest and deny annexation, the municipal services afforded to the Subject Property shall remain in place subject to the Owner complying with the financial obligations due for the services received and compliance with any other requirements applicable to all City utility customers.
- C. Eligibility for annexation shall be determined by the City in accordance with Chapter 171, Florida Statutes, the City Code and such ordinances as adopted by the City Commission. A determination by the City that the property is eligible for annexation shall be binding on the Owner. The Owner hereby waives any right to object to, or appeal, the City's decision to annex the Subject Property. Furthermore, the Owner hereby agrees not to register any written or verbal opposition to the City's annexation of the Subject Property.
- D. The Owner acknowledges and agrees that this Agreement does not in any way obligate or require the City to annex the Subject Property or grant to the Owner any particular land use designation that may be requested in connection with such annexation.
- E. Classification of Property upon Annexation. The Owner acknowledges and agrees that any land use designation granted to the Owner in connection with the Subject Property shall be consistent with the terms and conditions of the Eustis Comprehensive Plan and Land Development Regulations as it may be amended from time to time.

5. Annexation Petition.

Upon written request by the City, the Owner agrees to execute any and all reasonable interests to effectuate the annexation of the Subject Property, provided the City has determined, in its sole and absolute discretion, the Subject Property is eligible for annexation and such annexation is in the best interest of the City. The Owner shall have thirty (30) days to execute the instruments necessary to annex the Subject Property into the City and pay all associated fees, costs and expenses. In the event the Owner fails or

refuses to execute the instruments, this Agreement shall constitute the required Petition for Annexation pursuant to Chapter 171, Florida Statutes.

6. Utility Fees and Lines.

The Owner shall pay any and all utility connection fees, treatment fees, impact fees, and/or such other fees as may be required by the City Code or the City's regulations. All utility lines and/or appurtenant items which are constructed/installed by the Owner shall be constructed/installed in accordance with City requirements and specifications. The City shall have the right to inspect all lines and appurtenances installed by the Owner to connect to the City's water and/or sewer system.

The Owner agrees to pay all water and/or sewer fees, charges, assessments, and other costs adopted by the City which directly or indirectly relate to the connection to, and use of, the City's water and/or sewer system.

7. Utility Easements.

If the City deems an easement is needed for utility service to be made available to the Subject Property, and so long as the easement does not materially interfere with the Owner's use and enjoyment of the Subject Property, the Owner shall provide to the City such easements and other legal documentation, in form acceptable to the City Attorney, as the City may deem necessary or appropriate for the installation and maintenance of the City's utility services, including but not limited to sewer, water and reclaimed water services.

Any mortgagee or lienholder having an interest in the Subject Property will be required to execute a Consent and Joinder of Mortgagee/Lienholder in a form approved by the City Attorney, subordinating its mortgage or lien to the utility easement contemplated in the foregoing Agreement.

8. Binding Effect.

This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner and its assigns and successors in interest and the City and its assigns and successors in interest. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

9. Representations.

The Owner represents and warrants that Owner possesses fee simple title to the Subject Property, that Owner has full power and authority to enter into this Agreement, and that upon execution of this Agreement the same will be fully binding and enforceable according to its terms.

10. Recording.

The Owner acknowledges and agrees that the City shall record this Agreement in the Public Records of Lake County, Florida, and that the Owner shall pay for costs related to same.

11. Notices.

Any notice required to be given hereunder shall be in writing and shall be delivered in person, by certified mail return receipt requested, or courier service as follows:

OWNER or OWNER'S REPRESENTATIVE

CITY

City Manager
City of Eustis
10 North Grove Street
Eustis, Florida 32726

Should any party's information as identified above change, it shall be said party's obligation to notify the other party of the change in a fashion as is required for notices herein.

12. Defaults and Enforcement.

IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE ALL CITY UTILITY SERVICES PROVIDED TO THE PROPERTY. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF CITY UTILITY SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SAME.

In the event enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner shall be responsible for costs and expenses, including attorneys' fees, whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement.

13. Severability.

If any part of this Agreement is found to be invalid or unenforceable in a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be affected. To that end, this Agreement is declared severable.

14. Effective Date.

This Agreement shall be effective on the date it is last executed by the respective parties.

15. Miscellaneous.

- A. ANY FUTURE OWNERS OF THE PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT AND BY ACCEPTING A DEED OF CONVEYANCE TO THE PROPERTY, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**
- B. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns and as approved by the City Commission. Any such modification or amendment shall not be effective until recorded in the Public Records of Lake County, Florida.
- C. This Agreement is the result of a bona fide arms length negotiation between the City and the Owner. Accordingly, this Agreement will not be construed or interpreted more strictly against any one party than against any other.
- D. Failure of the City to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of the City's right to later claim a failure to perform on the part of the Owner.
- E. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. Any litigation that arises under this Agreement shall be brought in the court of Lake County, Florida.
- F. Nothing in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.
- G. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.
- H. In the event a third party institutes a legal proceeding against the City and/or the Owner, regarding the enforceability of this Agreement or any other matters arising out of or related to this Agreement, the annexation of the Property or the provision of municipal services, then in such event the Owner shall pay all costs, fees, charges, and expenses of the City related thereto, including but not limited to, attorney's fees at both the trial and appellate levels.
- I. In addition to each and every remedy now or hereafter existing at law or in equity, the parties hereto expressly agree that City shall have the right to enforce this Agreement by an action for specific performance.

- J. As may be from time to time requested by the City, the Owner agrees to execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.
- K. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, will constitute one and the same document.
- L. This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.
- M. The attached Exhibit A is part of this Agreement as though fully set forth in this Agreement.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement as of the day and year written below.

**SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:**

OWNER

Signature of Witness #1

Print or Type Owner Name

Print or Type Name of Witness #1

Address of Witness #1

Signature of Witness #2

Print or Type Name of Witness #2

Address of Witness #2

OWNER

Signature of Witness #1

Print or Type Owner Name

Print or Type Name of Witness #1

Address of Witness #1

Signature of Witness #2

Print or Type Name of Witness #2

Address of Witness #2

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing Annexation Agreement was acknowledged before me this ____ day
of _____ 2024 by _____ and
_____ who is/are personally known to me or who
produced _____ as identification and by means of
 physical presence or online notarization.

Notary Signature

Print Name: _____

My Commission Expires: _____

ACCEPTED BY CITY OF EUSTIS, FLORIDA

BY: _____
Tom Carrino, City Manager

DATE: _____

ATTEST:

Christine Halloran, City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: July 18, 2024

RE: **FIRST READINGS**

Ordinance 24-29: Amending Eustis Firefighter Pension Board Trustee Terms in Chapter 70, Article III, Section 70-61.5- Board of Trustees of the City's Code of Ordinances

Ordinance 24-30: Amending Eustis Police Pension Board Trustee Terms in Chapter 70, Article IV, Section 70-115- Board of Trustees of the City's Code of Ordinances

On April 11, 2024, the City Attorney received a letter from counsel for the Eustis Police Pension Board and the Eustis Firefighter Pension Board requesting certain changes to the terms for the trustees on the boards. Concerns surrounding vacancy trends prompted the consideration and subsequent request for amendment of the trustee terms in the City's Code of Ordinances to provide for staggered, numbered seats, setting election dates for each seat and clarifying that new trustees filling a vacancy will serve out the remaining term for that seat.

Both the Eustis Firefighter Pension Board and the Eustis Police Pension Board voted in favor of this code amendment request. Each board has provided a "No Impact Letter" from its actuary confirming the changes to the trustee terms do not result in a financial impact on the funding requirements to the programs.

RECOMMENDATION

Approval of Ordinances 24-29 and 24-30.

ATTACHMENTS

April 11, 2024 Letter to City Attorney from Board Attorney
 May 16, 2024 Letter from the Eustis Police Pension Actuary
 June 14, 2024 Letter from the Eustis Firefighter Pension Actuary
 Ordinance 24-29
 Ordinance 24-30

Prepared By: Sasha Garcia, City Attorney

Reviewed By: Tom Carrino, City Manager

ORDINANCE NUMBER 24-29

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA AMENDING CHAPTER 70, PENSIONS AND RETIREMENT, ARTICLE III, MUNICIPAL FIREFIGHTERS' PENSION AND RETIREMENT SYSTEM, SECTION 70-61.5-BOARD OF TRUSTEES OF THE CODE OF ORDINANCES OF THE CITY OF EUSTIS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eustis firefighters are presently provided pension benefits pursuant to Chapter 70, Article III, Eustis Code of Ordinances, which establishes a plan intended to meet or exceed the minimum benefits and minimum standards set out in Chapter 175, Florida Statutes;

WHEREAS, the Eustis Firefighter Pension Board of Trustees has voted to recommend changes to Section 70-61.5, Article III, Chapter 70, Eustis Code of Ordinances which governs to Board of Trustees to provide for numbered seats, setting election dates for each seat, and clarifying that any new trustees filling a vacancy will serve out the remaining term for that seat;

WHEREAS, the proposed changes have been approved and recommended by the Board of Trustees of the plan;

WHEREAS, the City Commission desires to amend its "local-law" pension plan and adopt the Board of Trustees proposed changes clarifying their office and election terms.

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

Section 1. Chapter 70, PENSIONS AND RETIREMENT, Article III, MUNICIPAL FIREFIGHTERS' PENSION AND RETIREMENT SYSTEM, Section 70-61.5-Board of Trustees of the Code of Ordinances of the City of Eustis, is hereby amended as set forth in Exhibit A attached hereto and made a part hereof.

Section 2. It is the intention of the City Commission of the City of Eustis that the provisions of this Ordinance shall become and be made a part of the City of Eustis Code of Ordinances and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Section", "Article" or such other appropriate word or phrase to accomplish such intentions.

Section 3. This Ordinance shall become effective immediately on passing.

Section 4. This Ordinance shall be published in accordance with the requirements of law.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Lake County, Florida, this 1st day of August, 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 1st day of August, 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 by the City Commission of the City of Eustis, Florida.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 24-29 is hereby approved, and I hereby certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Exhibit A

Sec. 70-61.5. Board of Trustees.

(a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this ordinance is hereby vested in a board of trustees defined elsewhere herein as the board. The board is hereby designated as the plan administrator, provided that it may delegate plan administration duties to a third-party plan administrator in its discretion.

(b) The membership of the board shall consist of five members serving in numbered seats. Seats 1 and 2 must be held by legal residents of the city and must be appointed by the Eustis City Commission for two (2) year terms. Seat 1 shall be appointed in November of each year ending in an odd number and Seat 2 shall be appointed in November of each year ending in an even number. Seats 3 and 4 must be held by full-time firefighters as defined in F.S. § 175.032 who are elected by a majority of the active firefighters who are members of such plan for two (2) year terms. Seat 3 shall be elected in November of each year ending in an odd number and Seat 4 shall be elected in November of each year ending in an even number. Seat 5 shall be chosen by a majority of the previous four members as provided herein, and such person's name shall be submitted to the Eustis City Commission. Upon receipt of the fifth person's name, the Eustis City Commission shall, as a ministerial duty, appoint such person to the board. The member holding Seat 5 shall have the same rights as each of the other four members, and shall serve as trustee for a period of two (2) years. DROP participants can be elected as, but not vote for, elected trustees. Each member may succeed himself or herself as a trustee so long as the member otherwise meets the requirements of that seat. In the event that any seat becomes vacant, a successor member who meets the requirements of that seat shall be appointed or elected in the manner required for that seat and shall serve for the remaining term of that seat. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

(c) The trustees shall, by a majority vote, elect a chairman and a secretary. If the board has not appointed an administrator, the secretary of the board shall keep a complete minute book of the actions, proceedings, or hearings of the board. The trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.

(d) Each trustee shall be entitled to one vote on the board. Three affirmative votes shall be necessary for any decision by the trustees at any meeting of the board. A trustee shall abstain from voting as the result of a conflict of interest and shall comply with the provisions of F.S. § 112.3143.

(e) The board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the system. The compensation of all persons engaged by the board and all other expenses of the board necessary for the operation of the system shall be paid from the fund at such rates and in such amounts as the board shall agree. In the event the board chooses to use the city's legal counsel, actuary or other professional, technical or other advisors, it shall do so only under terms and conditions acceptable to the board.

(f) The duties and responsibilities of the board shall include, but not necessarily be limited to, the following:

- (1) To construe the provisions of the system and determine all questions arising thereunder.
- (2) To determine all questions relating to eligibility and membership.
- (3) To determine and certify the amount of all retirement allowances or other benefits hereunder.
- (4) To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system.
- (5) To distribute to members, at regular intervals, information concerning the system.
- (6) To receive and process all applications for benefits.
- (7) To authorize all payments whatsoever from the fund, and to notify the custodian, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund.
- (8) To have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the system.
- (9) To perform such other duties as are required to prudently administer the system.

(g) *Claims procedures.*

- (1) The board shall establish administrative claims procedures to be utilized in processing written requests ("claims"), on matters which affect the substantial rights of any person ("claimant"), including members, retirees, beneficiaries, or any person affected by a decision of the board.

(2) The board shall have the power to subpoena and require the attendance of witnesses and the production of documents for discovery prior to and at any proceedings provided for in the board's claims procedures. The claimant may request in writing the issuance of subpoenas by the board. A reasonable fee may be charged for the issuance of any subpoenas not to exceed the fees set forth in Florida Statutes.

June 14, 2024

Via Email

Amanda Kish
The Resource Centers
4360 Northlake Boulevard, Suite 206
Palm Beach Gardens, FL 33410

Re: City of Eustis
Municipal Firefighters' Pension and Retirement System

Dear Amanda:

In response to your email dated May 8, 2024, we have reviewed the proposed Ordinance amending and restating a "Local Law" pension plan to clarify the terms of office of the Trustees and elections of each. This change would not affect the assumptions used in the valuation report and would therefore have no immediate impact on the funding requirements to the program.

Because the changes do not result in a financial impact on the funding requirements, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Stephen Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Patrick T. Donlan, EA, ASA, MAAA

Email copy: Kevin Stone, Board Attorney

STONE & GERKEN, P.A.

ATTORNEYS AT LAW

4850 N. Highway 19A
Mount Dora, Florida 32757
Telephone (352) 357-0330
Fax (352) 357-2474

LEWIS W. STONE
SCOTT A. GERKEN
KATRINA THOMAS STONE
KEVIN M. STONE

W. GRANT WATSON
JENNIFER M. COTCH
CYNTHIA F. O'DONNELL

April 11, 2024

Via E-mail

Sasha O. Garcia
City Attorney
City of Eustis, Florida
sgarcia@bowenschroth.com

Re: Eustis Police Pension Board and Eustis Firefighter Pension Board Requests for Change to Ordinance Regarding Trustee Terms

Dear Ms. Garcia,

This office represents the Eustis Police Pension Board (“Police Pension”) and the Eustis Firefighter Pension Board (“Firefighter Pension”). Over the last few years, several trustees of the Police Pension have resigned prior to their full two-year terms. When new trustees were appointed or elected the Board’s practice was for new trustees to commence a full two-year term. As a result of this practice, the trustees’ terms have become less staggered than what Chapter 185, Florida Statutes and the Eustis City Code of Ordinances appear to anticipate.

At their last meeting, the Police Pension voted to recommend that the City amend the ordinance section governing the Board of Trustees to provide for numbered seats, setting election dates for each seat, and clarifying that any new trustees filling a vacancy will serve out the remaining term for that seat.

The Firefighter Pension trustees’ terms are currently staggered, however because the two pension ordinances are substantially identical, the Firefighter Pension has voted to recommend the same changes to its respective ordinance.

I have included proposed amendments to Sections 70-115 regarding the Police Pension and 70-61.5 regarding the Firefighter Pension. The proposed amendments are merely administrative and do not substantively affect either Plan.

Please let me know if you have any questions or if I can be of further assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'CFO', is written over the typed name.

Cynthia F. O'Donnell

Encl. Proposed Revisions to Ordinances 70-115 and 70-61.5 and redline copies
cc: Amanda Kish, Plan Administrator, amanda@resourcecenters.com



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: July 18, 2024

RE: **FIRST READINGS**

Ordinance 24-29: Amending Eustis Firefighter Pension Board Trustee Terms in Chapter 70, Article III, Section 70-61.5- Board of Trustees of the City's Code of Ordinances

Ordinance 24-30: Amending Eustis Police Pension Board Trustee Terms in Chapter 70, Article IV, Section 70-115- Board of Trustees of the City's Code of Ordinances

On April 11, 2024, the City Attorney received a letter from counsel for the Eustis Police Pension Board and the Eustis Firefighter Pension Board requesting certain changes to the terms for the trustees on the boards. Concerns surrounding vacancy trends prompted the consideration and subsequent request for amendment of the trustee terms in the City's Code of Ordinances to provide for staggered, numbered seats, setting election dates for each seat and clarifying that new trustees filling a vacancy will serve out the remaining term for that seat.

Both the Eustis Firefighter Pension Board and the Eustis Police Pension Board voted in favor of this code amendment request. Each board has provided a "No Impact Letter" from its actuary confirming the changes to the trustee terms do not result in a financial impact on the funding requirements to the programs.

RECOMMENDATION

Approval of Ordinances 24-29 and 24-30.

ATTACHMENTS

April 11, 2024 Letter to City Attorney from Board Attorney
 May 16, 2024 Letter from the Eustis Police Pension Actuary
 June 14, 2024 Letter from the Eustis Firefighter Pension Actuary
 Ordinance 24-29
 Ordinance 24-30

Prepared By: Sasha Garcia, City Attorney

Reviewed By: Tom Carrino, City Manager

ORDINANCE NUMBER 24-30

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA AMENDING CHAPTER 70, PENSIONS AND RETIREMENT, ARTICLE IV, MUNICIPAL POLICE OFFICERS' PENSION AND RETIREMENT SYSTEM, SECTION 70-115-BOARD OF TRUSTEES OF THE CODE OF ORDINANCES OF THE CITY OF EUSTIS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Eustis police officers are presently provided pension benefits pursuant to Chapter 70, Article IV, Eustis Code of Ordinances, which establishes a plan intended to meet or exceed the minimum benefits and minimum standards set out Chapter 185, Florida Statutes;

WHEREAS, the Eustis Police Pension Board of Trustees has voted to recommend changes to Section 70-115, Article IV, Chapter 70, Eustis Code of Ordinances which governs to Board of Trustees to provide for numbered seats, setting election dates for each seat, and clarifying that any new trustees filling a vacancy will serve out the remaining term for that seat;

WHEREAS, the proposed changes have been approved and recommended by the Board of Trustees of the plan;

WHEREAS, the City Commission desires to amend its "local-law" pension plan and adopt the Board of Trustees proposed changes clarifying their office and election terms.

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

Section 1. Chapter 70, PENSIONS AND RETIREMENT, Article IV, MUNICIPAL POLICE OFFICERS' PENSION AND RETIREMENT SYSTEM, Section 70-115 of the Code of Ordinances of the City of Eustis, is hereby amended as set forth in Exhibit A attached hereto and made a part hereof.

Section 2. It is the intention of the City Commission of the City of Eustis that the provisions of this Ordinance shall become and be made a part of the City of Eustis Code of Ordinances and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Section", "Article" or such other appropriate word or phrase to accomplish such intentions.

Section 3. This Ordinance shall become effective immediately on passing.

Section 4. This Ordinance shall be published in accordance with the requirements of law.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Lake County, Florida, this 1st day of August, 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 1st day of August, 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 by the City Commission of the City of Eustis, Florida.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 24-30 is hereby approved, and I hereby certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Exhibit A

Sec 70-115. Board of Trustees.

(a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this ordinance is hereby vested in a board of trustees defined elsewhere herein as the board. The board is hereby designated as the plan administrator, provided that it may delegate plan administration duties to a third-party plan administrator in its discretion.

(b) The membership of the board shall consist of five members serving in numbered seats. Seats 1 and 2 must be legal residents of the city and must be appointed by the Eustis City Commission for two (2) year terms. Seat 1 shall be appointed in November of each year ending in an odd number and Seat 2 shall be appointed in November of each year ending in an even number. Seats 3 and 4 must be held by full-time police officers defined in F.S. § 185.02(16) who are elected by a majority of the active police officers who are members of such plan for two (2) year terms. Seat 3 shall be elected in November of each year ending in an odd number and Seat 4 shall be elected in November of each year ending in an even number. Seat 5 shall be chosen by a majority of the previous four members as provided herein, and such person's name shall be submitted to the Eustis City Commission. Upon receipt of the fifth person's name, the Eustis City Commission shall, as a ministerial duty, appoint such person to the board. The member holding Seat 5 shall have the same rights as each of the other four members and shall serve as trustee for a period of two (2) years. Each member may succeed himself or herself as a trustee so long as the member otherwise meets the requirements of that seat. In the event that any seat becomes vacant, a successor member who meets the requirements of that seat shall be appointed or elected in the manner required for that seat and shall serve for the remaining term of that seat. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

(c) The trustees shall, by a majority vote, elect a chairman and a secretary. If the board has not appointed an administrator, the secretary of the board shall keep a complete minute book of the actions, proceedings, or hearings of the board. The trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.

(d) Each trustee shall be entitled to one vote on the board. Three affirmative votes shall be necessary for any decision by the trustees at any meeting of the board. A trustee shall abstain from voting as the result of a conflict of interest and shall comply with the provisions of F.S. § 112.3143.

(e) The board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the system. The compensation of all persons engaged by the board and all other expenses of the board necessary for the operation of the system shall be paid from the fund at such rates and in such amounts as the board shall agree. In the event the board chooses to use the city's legal counsel, actuary or other professional, technical or other advisors, it shall do so only under terms and conditions acceptable to the board.

(f) The duties and responsibilities of the board shall include, but not necessarily be limited to, the following:

- (1) To construe the provisions of the system and determine all questions arising thereunder.
- (2) To determine all questions relating to eligibility and membership.
- (3) To determine and certify the amount of all retirement allowances or other benefits hereunder.
- (4) To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the system.
- (5) To distribute to members, at regular intervals, information concerning the system.
- (6) To receive and process all applications for benefits.
- (7) To authorize all payments whatsoever from the fund, and to notify the custodian, in writing, of approved benefit payments and other expenditures arising through operation of the system and fund.
- (8) To have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the system.
- (9) To perform such other duties as are required to prudently administer the system.

(g) *Claims procedures.*

- (1) The board shall establish administrative claims procedures to be utilized in processing written requests ("claims"), on matters which affect the substantial rights of any person ("claimant"), including members, retirees, beneficiaries, or any person affected by a decision of the board.

(2) The board shall have the power to subpoena and require the attendance of witnesses and the production of documents for discovery prior to and at any proceedings provided for in the board's claims procedures. The claimant may request in writing the issuance of subpoenas by the board. A reasonable fee may be charged for the issuance of any subpoenas not to exceed the fees set forth in Florida Statutes.



May 16, 2024

Ms. Amanda Kish
Resource Centers, LLC
4360 Northlake Blvd., Suite 206
Palm Beach Gardens, FL 33410

Re: City of Eustis Municipal Police Officers’ Pension and Retirement System – Proposed Ordinance

Dear Amanda:

We have reviewed the proposed ordinance No. 24-_____ for the City of Eustis Municipal Police Officers’ Pension and Retirement System which would amend Section 70-115 of the Ordinance (dealing with the Board of Trustees), which would add language to the City Code saying that the five members of the Retirement System Board of Trustees shall serve in numbered seats with staggered terms (one of the Eustis City Commission-appointed trustees and one of the elected Police Officer trustees will be appointed/ elected in November of odd years and the other City Commission-appointed trustee and elected Police Officer trustee will be appointed/elected in November of even years, all serving 2-year terms).

It is our opinion that this change is administrative in nature only and will not have an actuarial impact on the cost of the Retirement System. Therefore, it is our opinion that a formal Actuarial Impact Statement is not required. However, we recommend that you send a copy of this letter and the ordinance to the Municipal Police Officers and Firefighters’ Retirement Trust Funds Office and to the Bureau of Local Retirement Systems.

We welcome your questions and comments.

Respectfully submitted,

Peter N. Strong, FSA, EA, MAAA
Senior Consultant and Actuary

This communication shall not be construed to provide tax advice, legal advice or investment advice.

STONE & GERKEN, P.A.

ATTORNEYS AT LAW

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JENNIFER M. COTCH
CYNTHIA F. O'DONNELL

April 11, 2024

Via E-mailSasha O. Garcia
City Attorney
City of Eustis, Florida
sgarcia@bowenschroth.com

Re: Eustis Police Pension Board and Eustis Firefighter Pension Board Requests for Change to Ordinance Regarding Trustee Terms

Dear Ms. Garcia,

This office represents the Eustis Police Pension Board ("Police Pension") and the Eustis Firefighter Pension Board ("Firefighter Pension"). Over the last few years, several trustees of the Police Pension have resigned prior to their full two-year terms. When new trustees were appointed or elected the Board's practice was for new trustees to commence a full two-year term. As a result of this practice, the trustees' terms have become less staggered than what Chapter 185, Florida Statutes and the Eustis City Code of Ordinances appear to anticipate.

At their last meeting, the Police Pension voted to recommend that the City amend the ordinance section governing the Board of Trustees to provide for numbered seats, setting election dates for each seat, and clarifying that any new trustees filling a vacancy will serve out the remaining term for that seat.

The Firefighter Pension trustees' terms are currently staggered, however because the two pension ordinances are substantially identical, the Firefighter Pension has voted to recommend the same changes to its respective ordinance.

I have included proposed amendments to Sections 70-115 regarding the Police Pension and 70-61.5 regarding the Firefighter Pension. The proposed amendments are merely administrative and do not substantively affect either Plan.

Please let me know if you have any questions or if I can be of further assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'CFO', written in a cursive style.

Cynthia F. O'Donnell

Encl. Proposed Revisions to Ordinances 70-115 and 70-61.5 and redline copies
cc: Amanda Kish, Plan Administrator, amanda@resourcecenters.com