



AGENDA

City Commission Meeting

6:00 PM – Thursday, February 01, 2024 – City Hall

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: COMMISSIONER GARY ASHCRAFT

CALL TO ORDER

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE

2. APPROVAL OF MINUTES

2.1 Approval of Minutes

January 18, 2024 City Commission Workshop
January 18, 2024 City Commission Meeting

3. PRESENTATIONS

3.1 Presentation of Proclamation declaring February Black History Month and recognizing 30th Annual African-American Heritage Celebration

3.2 Eustis Fire and Police Departments Food Drive 2023

4. AUDIENCE TO BE HEARD

5. CONSENT AGENDA

5.1 Resolution Number 24-14: Purchase in Excess of \$50,000 for Two (2) Vehicles for Development Services - Building

5.2 Resolution Number 24-16: Landscape Construction Maintenance Memorandum Agreement Between Florida Department of Transportation and the City of Eustis For South Bay Street Islands Between East Herrick Avenue and Ashford Avenue

5.3 Resolution Number 24-18: Lake County Request for Traffic Signal and School Flashers Cloud Service Upgrade

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 SECOND READING

Ordinance Numbers 24-05, 24-06, and 24-07: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS with ALTERNATE KEY NUMBERS 1213355 AND 1213347

Ordinance Number 24-05 – Voluntary Annexation

Ordinance Number 24-06 – Comprehensive Plan Amendment

Ordinance Number 24-07 – Design District Assignment

6.2 SECOND READING

Ordinance Number 24-06: First Reading Comprehensive Plan Map Land Use Assignment for Recently Annexed Parcels with Alternate Key Numbers 1213355 and 1213347

6.3 SECOND READING

Ordinance Number 24-07: First Reading Assignment of Design District for Recently Annexed Parcels with Alternat Key Numbers 1213355 and 121334

6.4 SECOND READING

Ordinance Number 24-11: Amending Chapter 90 – Traffic and Vehicles of the City’s Code of Ordinances, by creating new Article VII to be titled “School Zone Speed Enforcement;” authorizing the establishment of a speed detection system on roadways maintained as school zones within City limits.

6.5 Resolution Number 24-10: Designating the City’s Code Enforcement Board as the Local Hearing Officer pursuant to Ordinance 24-11 and Chapter 2023-174, Laws of Florida

6.6 Resolution Number 24-11: Appointing the Eustis Police Chief or his/her designee as the clerk to the City’s Code Enforcement Board (Local Hearing Officer) for school zone speed detection system use infractions per section 316.1896, Fla. Stat.

6.7 Resolution Number 24-15: Approving a Photo Enforcement Services Agreement with Altumint, Inc.

7. OTHER BUSINESS

8. FUTURE AGENDA ITEMS AND COMMENTS

8.1 City Commission

8.2 City Manager

8.3 City Attorney

8.4 Mayor

9. ADJOURNMENT

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

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

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



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Christine Halloran, City Clerk

DATE: February 1, 2024

RE: Approval of Minutes

Introduction:

This item is for consideration of the minutes of the 1/18/2024 City Commission Workshop and 1/18/2024 City Commission Meeting.

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Mary Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Workshop: Utility Expansion

4:30 PM – Thursday, January 18, 2024 – City Hall

CALL TO ORDER: 4:33 P.M.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

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

1. WORKSHOP ITEM WITH DISCUSSION, PUBLIC INPUT AND DIRECTION

1.1 Utility Expansion

Rick Gierok, Public Works Director, explained the purpose of the workshop regarding the City's utility system, plans for the future and challenges. He provided an overview of the Water System both within the City limits and outside including a mapping of all Eustis parcels with a water main within 100 feet. He noted the In-City System has four interconnected water plants located at Ardice, Haselton, CR44 and Grand Island. He explained the interconnection provides for backup in the event of a plant going down. He added the City has nine water wells all operated under one Consumptive Use Permit through St. Johns.

Mr. Gierok reported the Eastern Area has two separate plants referred to as Eastern and Heathrow (Red Tail) with separate Consumptive Use Permits for each plant. He indicated that those plants were constructed to serve a specific development and were not planned for expansion.

Mr. Gierok reviewed the in-City system consisting of 186 miles of piping and 11,465 connections. He commented that these four plants are "inter-connected" to allow for increased reliability and operated under one Consumptive Use Permit (CUP) which allows the City to draw an annual average of 4.13 MGD of water from the aquifer daily with allocation increases which will cap at 4.91 MGD in 2031. He commented that the plants' combined treatment capacity is 14.805 MGD and currently have 3.85 MGD reserved thru permits and they have experienced a daily maximum use of 5.176 MGD. He explained what is included in the reserves. He assured the Commission that the plants are in good shape as they are capable of processing up to three times the daily consumption. He reported that the Water and Wastewater Master Plan studies were completed in September 2023. He commented on staff's confidence in the models used for the master plans and explained that the master plans are routinely updated.

Mr. Gierok presented the projected demand for the main service area and explained what those projections are based on for existing demand, fill-in demand, planned development demand and total customer demand. He noted that in 2031 the City will have to redo its consumptive use permit. He then explained what consists of non-revenue water.

Mr. Gierok pointed out the planned developments and explained that the project looked at over the next 20 years. He cited the need for some water main upgrades in 2032 due to a large development near Lake Yale; however, that development is currently not active. He indicated that if the project does not come to fruition then that improvement will not go forward. He explained that any additional expansions internal to the developments is at the cost of the developer. He reviewed the planned plant improvements in 2032 as well as minor upgrades to the Grand Island plant.

Mayor Holland announced for the audience that the project near Lake Yale is actually a Lake County project but it is in the City's utility district.

Mr. Gierok reviewed the current situation for the Eastern water plant and the history of the two plants. He cited the amount of transmission and distribution piping and capacity for each plant. He explained that the CUP's for each of the plants is based on the developer's agreement for each of the developments. He noted that the Eastern plant serves Sorrento Springs, Sorrento Pines and Sorrento Pines West and cited the number of users connected and future.

Mr. Gierok reviewed the Heathrow (Red Tail) Plant and noted that CUP runs through 2035 with no annual increases, and a plant treatment capacity of 1.368 MGD. He indicated there is no extra capacity at that plant. He stated the plant serves Red Tail, Serenity at Red Tail, the elementary school and the park and cited the number of connected users.

Mr. Gierok emphasized that the City has no opportunity to expand in that area nor do they have any plans to expand there. He indicated that the projects that are there include Sorrento Hills, Sorrento Pines and a draft developer's agreement that is not in the capital plan nor the CUP. He stated those costs would have to be born by the developer and would require the CUP to be modified. He cited a large project proposed for south of SR 46 consisting of 1800 units with water and sewer. He added that would be paid for by the developer and would require further modification of the CUP.

Mr. Gierok reviewed the opportunities and challenges for the Eastern Area water plants and required improvements. He stated that both the CUP's and transmission limit the City. He explained that the developer's agreement states the improvements required by the developer to the City's system. He noted that the last time they went for a CUP, St. John's requested that the City run the models to pull from the lower, lower Floridan aquifer. He stated that the City does not know if its water plant could treat that as they have never pulled from there. He added that the model showed it would have more of a negative effect on the Wekiva Springhead; therefore, St. John's changed its mind.

Mr. Gierok commented on conversations staff has had regarding the proposed 1800+ development. He stated that, if they come in, they will have to pay for the water mains to the development and whatever plant modifications are required for the CUP. He questioned whether or not the City will be serving any other areas and indicated that, if so, they would have to upsize the water mains. He then commented on the previously planned interconnect between the two eastern water plants; however, that plan was stopped due to the failure of the ISBA.

Mr. Gierok concluded that to expand the water system to the east would require a bigger workshop and to discuss what the City has and what could be done. He noted that neither Mount Dora nor Apopka want to serve the area. He added that will be the biggest challenge to the system for both water and wastewater.

The Commission discussed the City's possible plans for expansion. It was noted there is pending legislation that may affect the City's utility district and what it can charge to nonresident properties. It was noted that neither one of the eastern water plants will be in the City limits and it was suggested that the City sell those plants to keep the City residents from subsidizing those plants.

The Commission discussed having a future discussion once they have further financial information and see what the legislature does.

Mr. Gierok noted that the City is in the process of contracting for a new rate study which will give a better breakdown of true cost and capital expenditures.

Mayor Holland noted that, in the near future, the Commission will be in Tallahassee for Legislative Action Days and it would be good to have the figures before then.

Mr. Gierok provided an overview of the Wastewater System within and outside the City limits. He noted there are a number of areas that are on septic and there are a number on private sewer systems. He commented on the number of septic to sewer projects and indicated they are working on getting some assistance from the County to do that. He stated that in-City the system consists of 92 miles of gravity piping, 27.5 of pressurized force main, 37 lift stations and just under 7,200 connections.

The Commission asked if the City gets funding for the septic to sewer conversions does the resident have to pay anything. Mr. Gierok responded that if they get grant money they do not. He cited funding available through St. John's. It was noted that the County also has ARPA funding available.

Commissioner Cobb indicated that a resident would have to pay a connection fee with Mr. Carrino indicating they would have to pay meter fees.

Mr. Gierok indicated that there are areas that the City could force to connect due to proximity to existing lines. He expressed opposition to doing that. He indicated that will be built in to the larger area expansion.

The Commission asked if the City had used all its ARPA funds with Mr. Gierok responding affirmatively.

Mr. Gierok then reported on the ongoing expansion of the Bates WWTP from 2.4 mgd to 2.99 with an anticipated completion date of Fall 2024. He stated their current mgd is 1.99 reserved thru permits with a daily maximum use of 2.02. He stated the daily annual average is 1.43 mgd. He cited the projected flows noting that the 2027 projected usage is 2.6 mgd.

Mr. Gierok then reviewed the upcoming opportunities and challenges for the wastewater system over the next 20 years including \$9.5 million in improvements for 2027. He reviewed the planned projects for 2027. He explained how some of those projects may be pushed out farther including the master pump station upgrades currently projected for 2027. He explained how some of the projects are dependent upon how quickly expected growth comes in. He then stated that the anticipated expansion would generate \$24 million in impact fees; however, the anticipated projects total \$30 million.

The Commission asked about Umatilla and what type of growth they anticipate with Mr. Gierok responding that the contract requires them to pay impact fees if they want to increase over 300,000. He added that, if the Lake Yale development comes in, it will be

brought in to the Umatilla line. He noted that the City increased the size of that line what Umatilla required.

Mr. Gierok then reviewed the current situation for the eastern area wastewater plant. He noted that there is an old plant that is scheduled for demolition. He reviewed the reserved capacity and current daily use. He indicated there is capacity in the plant but not in the transmission lines. He added that a customer requiring a sewer main would be required to pay for off-site utility improvements.

Mr. Gierok then reported on the reclaimed water system and stated that the system does tie the two wastewater plants together. He explained how the reclaimed is stored and cited where the reclaimed water is currently being served noting that any extra is pumped to the hayfield. He added that any subdivisions are required to dual pipe for irrigation. He cited the subdivisions that are augmented by potable water. He commented that the City is currently limited in its reclaim expansion capability due to not being able to meet "dry weather" demands.

Mr. Gierok explained that the City does not have the ability to limit someone's use of reuse water which resulted in one user in the eastern area using most of the available reclaim water. He indicated that they are charged for reclaim as well as the potable. He indicated that the augmented potable is charged at the same rate as potable, not reclaim. He stated that the City is producing just under 634 million gallons of reuse per year and using 537 million with 140 million going to the sprayfield. He added that if they added a tank for the 140 million then they could serve everyone.

Mr. Gierok then reviewed the alternate water source options as follows: 1) Storm ponds for irrigation; 2) Indirect potable reuse which allows reuse to be pumped back into the ground and later withdrawn and treated; and 3) Direct potable reuse in which reuse is routed directly from the wastewater plant to be used for treatment at the water plant.

Mr. Gierok then noted the possibility of doing a study on the ground injection for a new irrigation well for irrigation only, not drinking water. He indicated that could be in the next budget.

The Commission discussed holding a bigger workshop to discuss the future of the eastern water and wastewater plants.

Mr. Gierok indicated that when they do the water rates they will have more figures pertaining to those plants. He added that he would also talk to some of his consultants regarding how to value those plants.

The Commission discussed holding off on the White Rose project until they see where the legislature is going with proposed legislation.

2. ADJOURNMENT: 5:33 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, January 18, 2024 – City Hall

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: VICE MAYOR EMILY LEE

CALL TO ORDER: 6:11 P.M.

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

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

1. AGENDA UPDATE

Tom Carrino, City Manager, and Sasha Garcia, City Attorney, announced Ordinance 24-01 died at the Local Planning Agency and that Ordinances 24-02, 03, and 04 and 24-08, 09 and 10 were postponed. She stated that anyone present to discuss any of those items can come up under Audience to be Heard to comment.

2. APPROVAL OF MINUTES

2.1 Approval of Minutes

January 4, 2024 City Commission Meeting

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee, to approve the Minutes as submitted. The motion passed on the following vote:

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

3. PRESENTATIONS

3.1 Eustis Fire Department Badge Pinning Ceremony

Mike Swanson, Fire Chief, recognized seven firefighters and administered the Oath of Office. Their new badges were then pinned by their family members. The following personnel were pinned: Niki Everson, Senior Inspector; Garrett Griswold, Firefighter; Orlando Lorenzo, Firefighter/EMT; Nicholas Zeitler, Firefighter/EMT; Nathan Gardner, Firefighter/Paramedic; Michael Peckham, Lieutenant/Paramedic and Shawn Kelleher, Deputy Chief of Operations.

Chief Swanson then presented a Certificate of Appreciation to Lieutenant Williamson and his team for their success in delivering a baby in a resident's home - Baby Janice was born at 8 a.m. on November 11, 2023.

4. AUDIENCE TO BE HEARD

Mr. Carrino, introduced Sherri Takaloo, the City's new Senior Planner.

Shikita Hill expressed appreciation for the Martin Luther King Jr. Unity Walk and specifically thanked Chief Capri and the Fire Department.

Mayor Holland welcomed County Commission Chair Kirby Smith.

5. CONSENT AGENDA

- 5.1 Resolution Number 24-03: Revision of the Building Department's Schedule of Fees
- 5.2 Resolution Number 24-04: Budget Amendment for the Building Services
- 5.3 Resolution Number 24-09: Approving a Purchase in Excess of \$50,000 for Professional Services to Replace a Section of Force Main Along County Road 44 and Authorizing a Budget Transfer in the amount of \$55,000 \$55,000
- 5.4 Resolution Number 24-12: Purchase in Excess of \$50,000 for a New Vacuum Truck

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

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

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

- 6.1 Resolution Number 24-05: Preliminary Subdivision Plat for Angler's Pointe 48-Lot Subdivision on CR 44, East of Dollar General Store (Alternate Key Numbers 1407877 and 3395948)

Sasha Garcia, City Attorney, announced Resolution Number 24-05: A Resolution of the City Commission of the City of Eustis, Florida; approving a preliminary subdivision plat for Angler's Pointe, a 48-unit single-family residential subdivision, on approximately 16.27 acres of property located on the north side of County Road 44, approximately 1,000 feet east of South Fishcamp Road (Alternate Key Numbers 1407877 and 3395948).

Mike Lane, Development Services Director, reviewed the Angler's Pointe Preliminary Subdivision Plat for a 48-lot single-family (detached) residential subdivision. He noted the general location near Dollar General. He reviewed the site specifics with a Future Land Use Designation of Suburban Residential with a Suburban Neighborhood Design District. He noted the applicant is requesting no waivers and meets or exceeds all City requirements in the Code of Ordinances and Land Development Regulations. He commented that the Developer is proposing a minimum of three building model elevations to provide more opportunities/options to future homeowners. He reviewed the subdivision plat process, open space map, house lot typology, neighborhood compatibility, and proposed landscape plan.

Mr. Lane explained the project would be exempt from a Tier 1 Traffic Impact Analysis as it was determined that the proposed development is projected to consume less than 5% of the roadway directional peak hour. In addition, the project will generate less than 100 peak hour trips.

Mr. Lane confirmed that the project was properly noticed, the property did have appropriate signage and 77 public notices were mailed to property owners within 500 feet. He reviewed the development project approval steps and stated staff's recommendation for approval. He stated the project meets or exceeds the City's Land Development Regulations and the Comprehensive Plan.

The Commission confirmed that no waivers were requested. They noted that recent projects have been approved in the area with mixed commercial residential and questioned how the property was designated Suburban Residential.

Mr. Lane indicated that the property shows on the Future Land Use Map as Suburban Residential.

Mr. Carrino stated that the intersection is designated Mixed Commercial/Residential and it becomes less intense as you move away from the intersection which may explain why it was designated Suburban Residential.

Discussion was held regarding the commercial uses in the immediate area.

Attorney Garcia opened the public hearing at 6:44 p.m. There being no public comment, the hearing was closed at 6:44 p.m.

The Commission expressed concern regarding the designated land use, traffic concerns and lack of designated space for children.

Mr. Lane stated that the lower density developments are all in the county. The one south of the roadway which is in the City actually has a 2.98 density.

The Commission noted that the development meets all of the City's codes. It was stated that if they want something different, they need to change the code.

Mr. Carrino explained that the highest intensity would be at the intersection and, from a planning perspective, intensity should lessen as you move away from the intersection. He noted that if the project were Mixed Commercial Residential then the density could be as high as 12 du.

The Commission commented on the possibility of moving the tot lot away from the front due to safety concerns.

Motion made by Commissioner Ashcraft, Seconded by Mayor Holland, to approve Resolution Number 24-05. The motion passed on the following vote:

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

6.2 Resolution Number 24-06: Approving a Preliminary Subdivision Plat for Kurt Street Townhomes, A 62-Unit Townhome Residential Subdivision, located on the West Side of Kurt Street, West of Charlotte Avenue (Alternate Key Numbers 2930497 and 3859180)

Attorney Garcia announced Resolution Number 24-06: A Resolution of the City Commission of the City of Eustis, Florida; approving a preliminary subdivision plat for Kurt Street Townhomes, a 62-unit townhome residential subdivision, on approximately 5.97 acres of property located on the west side of Kurt Street, west of West Charlotte Avenue (Alternate Key Numbers 2930497 and 3859180).

Mr. Lane reviewed the proposed preliminary subdivision plat for a proposed 62 unit (13 buildings) townhome subdivision. He reviewed the general location map and surrounding developments and indicated the property has a Future Land Use Designation of Mixed Commercial Residential with a Suburban Neighborhood Design District. He presented relevant project information and reviewed the park and open space amenities including a walking trail, pickleball court and dog park. He noted the location of the various amenities and reviewed the landscape plan. He confirmed the development had been properly noticed and stated staff's recommendation for approval.

The Commission questioned the future land designation of Mixed Commercial Residential and where is the commercial. They discussed the need to move up the timeline for reviewing the City's code and land development regulations.

The Commission expressed concern regarding the lack of a playground for children.

Attorney Garcia opened the public hearing at 6:57 p.m. There being no public comment, the hearing was closed at 6:57 p.m.

Motion made by Commissioner Ashcraft, Seconded by Mayor Holland, to approve Resolution Number 24-06. The motion failed on the following vote:

Voting Yea: Mayor Holland, Commissioner Ashcraft

Voting Nay: Vice Mayor Lee, Commissioner Cobb, Commissioner Hawkins

6.3 Resolution Number 24-07: Approving a site plan with waivers for a 4,750 square foot convenience store with gas on approximately +/- 2.03 acres located east of 2640 East Orange Avenue at Abrams road (Alternate Key Number 1443024)

Attorney Garcia announced Resolution Number 24-07: A Resolution of the City Commission of the City of Eustis, Florida; approving a site plan with waivers for a 4,750 square foot convenience store with gas on approximately +/- 2.03 acres located east of 2640 East Orange Avenue at Abrams Road (Alternate Key Number 1443024).

Mr. Lane reviewed the proposed site plan and explained the requested waivers as follows: 1) Increase of maximum lot size from 300 feet to 354 feet in depth and 402 feet in width; 2) Waiver of both street setbacks to allow setbacks of 131 feet from the property line adjacent to CR 44 and 103 feet from the property line adjacent to Abrams Road, in lieu of the maximum setback of 75 feet; and 3) Waiver to both minimum 50% frontage buildout percentage to allow frontage buildout on CR 44 of 23.4% and 14.5% on Abrams Road.

Mr. Lane stated that the traffic impact analysis indicates they are required to do a Tier 2 Analysis. The analysis indicated that the roadway segments and intersections currently operate at acceptable Levels of Service (LOS) and, at build out, the roadway segments and intersection will continue to operate at acceptable LOS on both frontages.

Mr. Lane reviewed the lighting plan and indicated there should not be any bleed over. He stated the appropriate notifications were completed. He stated staff's recommendation for approval and commented on the lack of an appropriate lot type for the project.

The Commission asked about the retention pond and whether or not there would be trees with Mr. Lane responding that the landscape plan indicates that the trees that may be removed would be replaced.

The Commission expressed concern regarding the traffic on Abrams and the difficulty in turning onto Orange Avenue. They questioned the plans for the exits with Mr. Lane noting they will be sharing a driveway with Dollar General and there would be two other entrances. It was noted that it would be right turn only onto Orange Avenue.

Attorney Garcia opened the public hearing at 7:03 p.m.

Cindy Newton expressed opposition to the project due to it being in the Wekiva Study Area and due to the type of possible runoff.

Kristie Chicarelli asked about the existing traffic signal indicated on the plan at Abrams and Orange Avenue and stated there is only a stop sign there. She expressed concern regarding additional visibility issues and cited the need for a fence to prevent people from cutting through the adjoining yards.

Kimberly Newcombe indicated her property adjoins the subject property and expressed concern regarding a number of safety, environmental and health issues.

There being no further public comment, the hearing closed at 7:09 p.m.

Motion made by Commissioner Cobb, Seconded by Commissioner Ashcraft, to approve Resolution Number 24-07. The motion passed on the following vote:

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

6.4 Resolution Number 24-13: Authorizing the recording of liens on delinquent utility accounts

Attorney Garcia announced Resolution Number 24-13: A Resolution by the City Commission of the City of Eustis, Lake County, Florida, approving the recording of water, wastewater and irrigation liens.

Mike Sheppard, Finance Director, reviewed the various liens to be recorded and cited those locations where meters have been pulled.

The Commission asked about the success with collecting liens with Mr. Sheppard explaining they assess the liens in order to insure the money is collected when the property is sold. The Commission asked what happens when the property is sold and there is an outstanding water bill.

Mr. Sheppard responded that is discovered during the lien search and it gets paid prior to closing. He explained that the City uses a company called Orange Lien who researches any municipal bills prior to a property closing.

Attorney Garcia opened the public hearing at 7:14 p.m. There being no public comment, the hearing was closed at 7:14 p.m.

Motion made by Commissioner Ashcraft, Seconded by Commissioner Hawkins, to approve Resolution Number 24-13. The motion passed on the following vote:

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

6.5 FIRST READING

Ordinance Number 24-01: Amending LDRs for Community Service Uses

This item was denied by the Local Planning Agency and, therefore, not heard by the City Commission.

6.6 FIRST READING

Request for Postponement

Ordinance Numbers 24-02, 24-03, and 24-04 Annexation, Future Land Use and Design District Assignment for Parcels with Alternate Key Number 1123461

The Local Planning Agency voted to postpone these ordinances as requested by the applicant.

6.7 FIRST READING

Ordinance Numbers 24-05, 24-06, and 24-07: Explanation of Ordinances for annexation of parcels with Alternate Key Numbers 1213355 and 1213347

Ordinance Number 24-05: Voluntary Annexation

Ordinance Number 24-06: Comprehensive Plan Amendment

Ordinance Number 24-07: Design District Assignment

Attorney Garcia read Ordinance Number 24-05 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 6.67 acres of real property at Alternate Key Numbers 1213355 and 1213347, on the west side of South Fishcamp Road, north of County Road 44.

Jeff Richardson, Deputy Director of Development Services, reviewed Ordinances 24-05, 24-06 and 24-07 for the requested annexation of 6.67 acres located on the west side of South Fishcamp Road, north of County Road 44, and the related land use and design district designations. He stated the requested future land use is Mixed Commercial Residential with a design district designation of Suburban Corridor. He provided a general location map showing the specific site of the project. He explained staff's review of the annexation request and the requested land use and design district designations. He indicated the current land use designation is Urban Low in Lake County with a maximum density of four units per acre. He explained the difference between the County and requested designation. He stated the requested designations are compatible with existing development and City utilities are available. He reviewed the environmental characteristics of the site and confirmed that the required notices were completed. He stated staff's recommendation for approval of Ordinances 24-05, 24-06 and 24-07.

Attorney Garcia opened the public hearing at 7:22 p.m. There being no public comment, the hearing was closed at 7:22 p.m.

Motion made by Commissioner Ashcraft, Seconded by Commissioner Cobb, to approve Ordinance Number 24-05 on first reading. The motion passed on the following vote:

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

6.8 FIRST READING

Ordinance Number 24-06: First Reading - Comprehensive Plan Map Land Use Assignment for Recently Annexed Parcels with Alternate Key Numbers 1213355 and 1213347

Attorney Garcia read Ordinance Number 24-06 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3187 F.S.; changing the future land use designation of approximately 6.67 acres of real property at Alternate Key Numbers 1213355 and 1213347 on the west side of South Fishcamp Road, north of County Road 44, from Urban Low in Lake County to Mixed Commercial Residential in the City of Eustis.

Attorney Garcia opened the public hearing at 7:23 p.m. There being no public comment, the hearing was closed at 7:23 p.m.

Motion made by Commissioner Ashcraft, Seconded by Commissioner Cobb, to approve Ordinance Number 24-06 on first reading. The motion passed on the following vote:

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

6.9 FIRST READING

Ordinance Number 24-07: First Reading - Assignment of Design District for Recently Annexed Parcels with Alternat Key Numbers 1213355 and 1213347

Attorney Garcia read Ordinance Number 24-07 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Corridor

design district designation to approximately 6.67 acres of real property at Alternate Key Numbers 1213355 and 1213347, on the west side of South Fishcamp Road, north of County Road 44.

Attorney Garcia opened the public hearing at 7:24 p.m. There being no public comment, the hearing was closed at 7:24 p.m.

Motion made by Commissioner Ashcraft, Seconded by Vice Mayor Lee, to approve Ordinance Number 24-07 on first reading. The motion passed on the following vote:

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

6.10 FIRST READING

Request for Postponement

Ordinance Numbers 24-08, 24-09, and 24-10: Annexation, Future Land Use and Design District Assignment for Parcels with Alternate Key Number 1784069, 2814128 and 2814144.

Ordinances Number 24-08, 24-09 and 24-10 were postponed by the Local Planning Agency at the applicant's request.

6.11 FIRST READING

Ordinance Number 24-11: School Zone Speed Enforcement, Amending Chapter 90 – Traffic and Vehicles of the City’s Code of Ordinances, by creating new Article VII to be titled “School Zone Speed Enforcement;” authorizing the establishment of a speed detection system on roadways maintained as school zones within City limits

Attorney Garcia read Ordinance Number 24-11 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, enacting Article VII - "School Zone Speed Enforcement" - Chapter 90 of the City of Eustis Code of Ordinances; providing for purpose, intent and definitions; establishing a School Zone Speed Enforcement Program and authorizing the use of speed detection systems within the City; providing for program implementation requirements and designation of school zones; providing for enforcement and administrative procedures; providing for severability; providing for conflict; providing for codification; and providing an effective date.

Attorney Garcia reviewed Ordinance Number 24-11 and explained that House Bill 657, as codified under Chapter 2023-174 of the Laws of Florida, went into effect July 1, 2023, and authorizes counties and municipalities to use speed detection systems, which are similar to red light cameras, to enforce school zone speed limits for violations in excess of 10 miles per hour over the applicable speed limit when children are going to or from school and during the entirety of the school day. She stated that an ordinance is required for implementation and reviewed the specifics as stated in the statute.

Attorney Garcia cited traffic data performed by All Traffic Data Services that support the identified schools of Eustis High School, Eustis Elementary and Eustis Heights Elementary. She announced that the full report is available upon request. She reviewed the Florida Department of Transportation (FDOT) specifications and required public awareness campaign. She cited the requirements for public meetings to approve or renew vendor contracts and data reported to the Department of Highway and Safety and Motor Vehicles (DHSMV). She specified the process for violation notices and procedures, and other implementation requirements. She added that a ticket issued by a law enforcement officer would be considered separately and not under the program. She commented on the use of

the proceeds to create a School Crossing Guard Recruitment and Retention Program. She reviewed additional requirements and retention and reporting regulations.

Attorney Garcia summarized Ordinance 24-11 as amending the City Code to set forth parameters for the establishment and implementation of a school zone speed enforcement program using speed detection systems to further protect the health, safety and welfare of the City's residents. She stated the ordinance is consistent with the intent and provisions of Chapter 2023-174, Laws of Florida.

The Commission confirmed a school must be included in the study in order to be eligible for the program and then asked if the Curtright Center on Bates Avenue would be eligible.

Police Chief Craig Capri explained the need for the program due to speeding in the City. He indicated the City would be the first in the state to implement the program.

The Commission asked if Fahnstock was included in the study near the high school and whether or not 44 was studied near the middle school. It was noted that the middle school is in the City; however, the roadway in question is in the County.

Mayor Holland discussed the importance of the speed enforcement program.

Chief Capri noted that the department would be providing school resource officers at the two elementary schools. He explained that the system only activates once a vehicle is over the set speed limit and cannot be used for surveillance. He commented on the benefit of the program and how it will reduce speeding.

Attorney Garcia noted that to include additional schools they will need the required traffic data with the Commission asking to have the Curtright Center added. It was indicated that the Curtright Center was included in the study and could be added to the ordinance.

Mr. Carrino indicated that Fahnstock was not previously studied but could be done and then they could add that school zone.

Attorney Garcia stated that if they wanted to add all the schools at once, they could postpone second reading. It was determined to proceed with second reading.

The Commission asked about any anticipated need to return to the Lake County Board of Commissioners for approvals with Attorney Garcia indicating that would not be necessary.

Discussion was held regarding annexing the bypass into the City with Chief Capri noting that Lake County is also considering the program.

Attorney Garcia opened the public hearing at 7:49 p.m.

Kristi Chicarelli expressed support for the program and asked how many cameras would be in place and how far down the street they will document.

Chief Capri indicate they will take in the entire school zone on both sides of the road. It was noted that there are cameras on both sides of the road. It was explained that the vehicles will only be captured if they are exceeding the speed limit by at least 10 miles per hour.

Ms. Chicarelli asked about how the system will know if someone already received a regular speeding ticket for the same infraction.

Attorney Garcia explained that all of the tickets must be reviewed by a trained officer. She noted that plenty of warning will be provided.

The Commission asked about other driver violations such as passing a stopped school bus with Chief Capri indicating the cameras will only capture speeding; however, they try to have officers monitoring the school zones.

There being no further public comment, the hearing was closed at 7:54 p.m.

Motion made by Vice Mayor Lee, Seconded by Commissioner Hawkins, to approve Ordinance Number 24-11 on first reading. The motion passed on the following vote:

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

Mr. Carrino stated he would speak to the Code Enforcement Board and he would ask Attorney Garcia to prepare a resolution appointing the Code Enforcement Board as the Local Hearing Officer and a resolution to appoint staff as a clerk to the officer. He added that they would also have a resolution to approve the Altumint contract.

CONSENSUS: It was a consensus of the Commission to have those resolutions on the same agenda with second reading of the ordinance.

Mr. Carrino added that he would keep the Commission informed about getting the data to add the other schools to the ordinance.

Attorney Garcia confirmed the Commission was agreed with moving forward with the Altumint contract rather than seeking other companies.

7. COMMENTS

7.1 City Commission

Vice Mayor Lee asked that the developments approved be good neighbors and work with the surrounding residents to resolve any issues.

Mayor Holland agreed and expressed support for Mike Lane to work with them. It was noted that, if it is not in the code, then the City can't enforce it.

The Commission asked the Police Department to do more enforcement around the current convenience store on Abrams. It was noted that there is also an enclave in that area so the City can't enforce there. They encouraged the residents of the area to seek annexation.

Discussion was held regarding the possibility of the area being improved following the new development.

Vice Mayor Lee complimented staff on the Building Department luncheon. She reported on the Mt. Olive Cemetery clean up and noted the Martin Luther King Jr. Day events. She congratulated Lake Sumter State College for the addition of the bachelor's degree in elementary education. She cited how the program will differ from others including paid practicums.

Mayor Holland thanked Vice Mayor Lee for sitting on the Lake Sumter Board of Trustees.

Commissioner Cobb expressed appreciation for the cemetery cleanup and other events over the weekend. She asked Chief Capri for a code enforcement update.

Chief Capri noted the receipt of \$50,000 in code enforcement fines and indicated that the absentee Popeye's owner will be paying a \$30,000 fine.

Mr. Carrino reported that Popeye's informed the Code Enforcement Board that they have a landscape contractor on board.

Mike Lane, Development Services Director, reported that he has been contacted by a company claiming to be brokers for that property.

Commissioner Cobb announced she would be attending the next County Commission meeting. She noted that she met with the County Manager to request \$100,000 for a septic to sewer project.

Discussion was held regarding the various areas that are still on septic.

Commissioner Cobb requested that the nonslip strips put on the City Hall steps be added to the other side as well.

Commissioner Ashcraft also expressed appreciation for the cemetery clean up project and thanked the residents that assisted. He commented on the number of complaints that the City is too slow at getting things accomplished. He stated that the City Manager may need help and stated every other department has a second in command.

It was noted how each project suggested has to be studied first before they can proceed.

Commissioner Hawkins agreed that the City Manager needs some help and cited the need to streamline City processes. He expressed thanks to everyone that helped with the cemetery clean up and cited the Martin Luther King Jr. Day events. He asked if the City was purchasing a table for the African American Heritage Festival banquet.

Mayor Holland indicated he usually does that for the City.

Commissioner Hawkins complimented Parks and Recreation for the Daddy-Daughter Dance and noted the number of attendees. He then stated that previously he had asked for the rest of his donation funds to be given to Open Door and the Senior Breakfast. He asked if that had been completed.

Mr. Carrino noted that other Commissioners had also asked for funds to go to Coach Johnnie's program and stated staff needs to get those donations processed.

Commissioner Hawkins thanked the rest of the Commission for all of their work together.

7.2 City Manager

Mr. Carrino reported he and Rick Gierok had met with FDOT regarding the cloverleaf and SR 19. He indicated that he has asked them to prepare a draft agreement for the City to take over maintenance of those areas. He explained that FDOT has indicated that they have certain specifications set by state statute and, if the City wants a higher level, then they can enter into an agreement. He added that FDOT indicated they could also provide some capital funds to make some improvements after which the City could assume maintenance.

Mr. Carrino noted the upcoming Legislative Action Days and reported that the City's lobbyist is attempting to arrange for the City to meet with DOT regarding the issue. He stated that the Commission has asked about getting periodic reports from the lobbyist; however, right now they are very busy with the current session. He indicated the presentation probably won't occur until after session.

Mr. Carrino reported on the strategic planning project and noted he had sent out possible dates for a meeting. He asked if February 8th would work. He proposed meeting from 5 p.m. to 8 p.m. that day.

Commissioner Cobb indicated she would not be available that day with Mr. Carrino stating she would continue to look for a good date.

Vice Mayor Lee asked about getting an update from the Gunthers and Derek Wallace. Mr. Carrino responded that staff meets weekly with the master plan consultants some of which include the Gunthers and Derek Wallace. He stated that the consultant has put together some concepts for them to look at; however, Derek was at the last meeting but not the Gunthers. He indicated that more information would be provided soon. He added that the consultants will be present at Georgefest to solicit public comments.

7.3 City Attorney - None

7.4 Mayor

Mayor Holland thanked staff for the recent events and commented on how much the City has changed over the years. He noted how the Commission may change following the upcoming election. He agreed that the City Manager does need some assistance. He emphasized the need for the Commission get some things accomplished over the next year since it will be different the following year.

Mayor Holland commented on the plans for the 2024 Georgefest and announced that Tracy Byrd was going to be the headliner. He added that the reigning Miss Florida would host the Miss Eustis contest. He thanked the Eustis Area Chamber of Commerce for their willingness to participate and their involvement in the City's growth.

Stephanie Carder announced that the Shriners would again be involved in the Georgefest parade.

Mayor Holland thanked everyone for their encouragement and asked them to stay involved with the City.

8. ADJOURNMENT: 8:25 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: Christine Halloran, City Clerk

DATE: February 1, 2024

RE: Eustis Fire and Police Departments Food Drive 2023

Introduction:

This item is for an award presentation to Sheena Shoemaker for a donation of over 5,000 pounds of canned goods and paper products for the Eustis Fire and Police Departments Food Drive for 2023.

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Tom Carrino, City Manager



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: February 1, 2024

RE: Resolution Number 24-14: Purchase in Excess of \$50,000 for 2 vehicles – Building

Introduction:

Resolution Number 24-14 authorizes a purchase in excess of \$50,000 for two vehicles as budgeted for with Resolution 24-04 for use by the Building Official and Deputy Building Official while performing inspection responsibilities.

Background:

Resolution 24-04, approved by the City Commission on January 18, 2024, authorizes a budget transfer for operation expenses of the City of Eustis Building Department related to the hiring of a Building Official and Deputy Building Official.

Included in the budget transfer are funds for the purchase of two vehicles for use by the Building Official and Deputy Building Official while performing their inspection responsibilities related to building permits issued by the Building Department.

On January 23, 2024, the City of Eustis Purchasing Manager provided a non-binding Letter of Intent to Alan Jay Fleet Sales for the purchase of 2 vehicles in the amount of \$56,448.00.

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

Recommended Action:

Staff recommends approval of Resolution Number 24-14

Policy Implications:

n/a

Alternatives:

1. Approve Resolution Number 24-14
2. Deny Resolution Number 24-14

Discussion of Alternatives:

1. Alternative 1 approves the Resolution.

Advantages:

- The City staff will have safe, reliable equipment to use while performing building inspection responsibilities.

Disadvantages:

- Fiscal impact of the purchase.

2. Alternative 2 denies the Resolution.

Advantages:

- The City would not expend \$56,488.00.

Disadvantages:

- City Staff will be required to use their personal vehicles while performing building permit related inspections.

Budget/Staff Impact:

The funds for the proposed purchase have been included in the budget transfer approved by Resolution 24-04, Account #020-1520-524-60-64. Staff is requesting authorization to make the purchase match the purchasing price.

Prepared By:

Laurie Huebsch, Administrative Supervisor – Development Services/Building Dept.

Reviewed By:

Mike Lane, Director of Development Services

RESOLUTION NUMBER 24-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A PURCHASE EXCEEDING \$50,000 FOR TWO VEHICLES AND AUTHORIZING THE EUSTIS PURCHASING MANAGER TO PROCEED WITH THE PURCHASE FROM ALAN JAY FLEET SALES OF SEBRING, FLORIDA.

WHEREAS, on the 18th day of January, 2024, the City Commission of the City of Eustis, Florida with Resolution Number 24-04 authorized a budget transfer for Fiscal Year 23-24 to cover the cost of hiring a Building Official and a Deputy Building Official; and

WHEREAS, said budget transfer included funds for the purchase of two vehicles; and

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

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

- (1) The City Commission hereby authorizes the Purchasing Manager to proceed with the purchase of two (2) vehicles of 2024 Chevy Equinox AWD 1FL from Alan Jay Fleet Sales for a total purchase price of \$56,448.00; and
- (2) That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 1st day of February 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 1st day of February 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:



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4234	WWW.ALANJAY.COM	51529-4
Corporate Office 2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
	FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/9/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/23/2024

REQUESTING AGENCY	EUSTIS, CITY OF		
CONTACT PERSON	TRACY JEANES	EMAIL	JeanesT@eustis.org
PHONE	352-483-5475	MOBILE	FAX 352-357-1745

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	1XX26 1FL	MSRP	\$28,450.00
	2024 CHEVY Equinox AWD 1FL		
CUSTOMER ID	INCREMENTAL ALLOCATION Q2 24	NJPA PRICE	\$27,239.00

BED LENGTH SUV

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION		
STA	SUBJECT TO AVAILABILITY OF SPECIFIC VEHICLE AT TIME OF PURCHASE ORDER RECEIPT.		\$0.00
GAZ	Summit White		\$0.00
HC8	Medium Ash Gray, Premium Cloth seat trim		\$0.00
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT		\$0.00
MNH	Transmission, 6-speed automatic, electronically-controlled with overdrive		\$0.00
1FL	OPTIONS LS Preferred Equipment Group		\$0.00
AG1	Seat adjuster, driver 8-way power with 2-way power lumbar		\$0.00
AKO	Glass, deep-tinted, rear		\$0.00
AL9	Seat adjuster, 2-way power driver lumbar control		\$0.00
AR9	Seats, front bucket		\$0.00
FE9	Emissions, Federal requirements		\$0.00
FX6	Axle, 3.87 final drive ratio		\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo.		\$0.00
PCR	LS Convenience Package		\$785.00
UDD	Display, driver instrument information enhanced, multi-color		\$0.00
VQ2	Fleet Processing Option		\$0.00
PW PL	Power Windows & Locks (Incl)		\$0.00
BT	BLUE TOOTH (STD)		\$0.00
RKE	Remote Keyless Entry		\$0.00
BUC	Back Up Camera		\$0.00

CONTRACT OPTIONS	DESCRIPTION		
EWD	EXTENDED WARRANTY DECLINED		\$0.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00
3BLS	3rd brake light safety pulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)		\$200.00
CONTRACT OPTIONS			\$200.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN

TOTAL COST

\$28,224.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

2

\$56,448.00

Estimated Annual payments for 60 months paid in advance: \$6,321.02 Extended: \$12,642.03
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

ORDERED UNIT VIN: [VIN NA]

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of 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: February 1, 2024

RE: Resolution Number 24-16: Landscape Construction Maintenance Memorandum Agreement Between Florida Department of Transportation and the City of Eustis For South Bay Street Islands Between East Herrick Avenue and Ashford Avenue

Introduction:

Resolution Number 24-16 authorizes the City Manager to execute the Memorandum of Agreement for Landscape Construction & Maintenance between the State of Florida Department of Transportation and the City of Eustis. The agreement will provide highway beautification enhancements in the medians along State Road-19 / South Bay Street from Herrick Avenue to Ashford Avenue within in the City of Eustis.

Background:

The City Commission previously approved a maintenance agreement with the Florida Department of Transportation (FDOT) for medians on State Road-19 at the February 6, 2014 regular meeting. The FDOT has requested an updated agreement for the landscape and maintenance of medians in a portion of State Road-19 (South Bay Street) from U.S. Highway 441 to West Herrick Avenue.

Public Works awarded a contract with Helping Hands Landscaping for the purchase and installation of landscaping improvements to the South Bay Street Islands. The contract is in the amount of \$46,135. The materials are designed to require minimal long-term maintenance: Dune Sunflowers, Society Garlic, Twin Flower, and Purple Low Grass. The FDOT has reviewed and approved the landscape plans and the project.

Recommended Action:

Staff recommends approval of Resolution Number 24-16.

Policy Implications:

None

Alternatives:

1. Approve Resolution Number 24-16.
2. Deny Resolution Number 24-16.

Budget/Staff Impact:

The administration of this agreement will be performed within the staffing requirements of the Public Works Department.

Prepared By:

Michelle C. Saxman, Assistant Project Manager

Reviewed By:

Rick Gierok, Director of Public Works & Utilities
Sally Mayer, Administrative Asst, Public Utilities

RESOLUTION NUMBER 24-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING AND MAINTANANCE OF THE MEDIANS ALONG SOUTH BAY STREET (STATE ROAD-19).

WHEREAS, the Florida Department of Transportation has jurisdiction over and maintains State Road-19 as part of the State Highway System; and

WHEREAS, the City seeks to install and maintain certain medians within the right of way of State Road-19; specifically, the Bay Street Median Landscape Project, between East Herrick Avenue and Ashford Avenue; and

WHEREAS, the Florida Department of Transportation agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way; and

WHEREAS, Rule 14-40.003, Florida Administrative Code, requires the parties to enter into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, a Maintenance Memorandum of Agreement must be entered into between the City of Eustis and the FDOT to acknowledge that the installation and maintenance of patterned pavement is the total financial responsibility of the City in perpetuity; and

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

- (1) The City Commission hereby authorizes the City Manager to execute a Landscape Construction and Maintenance Memorandum of Agreement for medians along South Bay Street (State Road-19); and
- (2) That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 1st day of February 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

**LANDSCAPE CONSTRUCTION
AND MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2024 by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the “**DEPARTMENT**” and the City of Eustis, a municipal corporation duly enacted under the laws of the State of Florida, hereinafter called the “**LOCAL GOVERNMENT.**”

WITNESSETH

WHEREAS, the **DEPARTMENT** has jurisdiction over and maintains State Road 19 as part of the State Highway System; and

WHEREAS, the **LOCAL GOVERNMENT** seeks to install and maintain certain landscaping within the right of way of State Road 19, specifically, the Bay Street Median Landscape Project, between East Herrick Avenue and Ashford Avenue; and

WHEREAS, the **DEPARTMENT** agrees to allow the landscaping only under certain conditions necessary to protect the traveling public using said right of way; and

WHEREAS, Rule 14-40.003, Florida Administrative Code, requires the parties to enter into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **LOCAL GOVERNMENT**, by Resolution No. _____, dated _____, 2024, and attached hereto as Exhibit “A,” has authorized its officers to execute this **AGREEMENT** on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **LOCAL GOVERNMENT** hereby agrees to install or cause to be installed landscaping as specified in the Landscape Plan(s) included as Exhibit “B.” Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time, and the Florida Highway Landscape Guide, which is incorporated into Rule 14-40.003 by reference. The **LOCAL GOVERNMENT** shall not change or deviate from said plans(s) without written approval of the **DEPARTMENT**.
2. The **LOCAL GOVERNMENT** agrees to maintain the landscaping referenced above in accordance with the Landscape Maintenance Plan(s) included as Exhibits “C” & “C-1.” Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003 and the Florida Highway Landscape Guide, as they may be amended from time to time. The **LOCAL GOVERNMENT**’s responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14-40.003. The above-named functions to be performed by the **LOCAL GOVERNMENT** shall be subject to periodic inspections by

the **DEPARTMENT**. The **LOCAL GOVERNMENT** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.

3. All landscape installation and all maintenance activities undertaken by the **LOCAL GOVERNMENT** shall be in accordance with the Maintenance of Traffic Plans(s) included as Exhibit "D" and Florida Administrative Code Rule 14-40.003.
4. If at any time after the **LOCAL GOVERNMENT** has assumed the landscaping installation or the maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT** that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **LOCAL GOVERNMENT** to place said **LOCAL GOVERNMENT** on notice thereof. The certified letter shall be sent to the City Manager. Thereafter the **LOCAL GOVERNMENT** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:
 - (a) If installation is not completed in accordance with the plans in paragraph 1, the **DEPARTMENT** may complete the installation, with **DEPARTMENT** or Contractor's personnel, and invoice the **LOCAL GOVERNMENT** for expenses incurred.
 - (b) If installation has been properly completed or if the **DEPARTMENT** elects not to complete the installation under (a) above, and maintenance by the **LOCAL GOVERNMENT** is not in compliance with paragraphs 2 or 3, the **DEPARTMENT** may take action to maintain the landscaping or existing sidewalk or a part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **LOCAL GOVERNMENT** for expenses incurred, or
 - (c) The **DEPARTMENT** may terminate the **AGREEMENT**, in which case the **LOCAL GOVERNMENT** shall at its own expense and within sixty (60) days after written notice by the **DEPARTMENT**, remove all of the landscaping that the **DEPARTMENT** directs be removed and return the right-of-way to its original condition. The **LOCAL GOVERNMENT** will own such materials it removes and the **DEPARTMENT** shall own any materials remaining. The **DEPARTMENT** may, in its discretion, remove, relocate or adjust the landscaping materials, with the **LOCAL GOVERNMENT** being responsible for the cost of any removal.

Upon **DEPARTMENT** action under one of the above options and upon direction of the **DEPARTMENT**, the **LOCAL GOVERNMENT** shall cease installation and maintenance activities under this **AGREEMENT**.

5. It is understood between the parties hereto that the landscaping covered by this **AGREEMENT** may be removed, relocated or adjusted by the **DEPARTMENT** at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state

road be widened, altered or otherwise changed which activities may include, but are not limited to, emergency or routine maintenance which may impact the landscaping. The **LOCAL GOVERNMENT** shall be given sixty (60) calendar days notice to remove said landscaping/hardscape after which time the **DEPARTMENT** may remove the same, with the **LOCAL GOVERNMENT** being responsible for the cost of removal.

6. The **LOCAL GOVERNMENT** may utilize its employees or third parties to accomplish its obligations under paragraphs 1, 2 or 3; however, the **LOCAL GOVERNMENT** remains responsible for proper performance under this **AGREEMENT** and shall take all steps necessary to ensure that its employees or third parties perform as required under this **AGREEMENT**.

7. The **LOCAL GOVERNMENT** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

“The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/consultant/subconsultant, its officers, agents or employees.”

8. The term of this **AGREEMENT** commences upon execution. The **LOCAL GOVERNMENT** shall notify or cause the Department’s Maintenance Engineer or his designee to be notified a minimum of 48 hours, excluding Saturday, Sunday, and legal holidays, prior to starting work in the right-of-way, unless said Engineer or his designee waives this period in writing. When the Department, through said Engineer or his designee issues a Notice to Proceed, the **LOCAL GOVERNMENT** may proceed with the project.

9. **LEGAL REQUIREMENTS.** This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations.

(a) If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(b) The **LOCAL GOVERNMENT** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **LOCAL GOVERNMENT** in conjunction with this Agreement. Failure by the **LOCAL GOVERNMENT** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

(c) The **LOCAL GOVERNMENT** and the **DEPARTMENT** agree that the **LOCAL GOVERNMENT**, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the **DEPARTMENT** as a result of this Agreement.

- (d) The **LOCAL GOVERNMENT** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT** right-of-way.
- (e) Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- (f) **LOCAL GOVERNMENT**:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **LOCAL GOVERNMENT** during the term of the contract; and
 - ii. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
10. This writing embodies the entire **AGREEMENT** and understanding between the parties hereto and there are no other **AGREEMENTS** and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
11. This **AGREEMENT** may not be assigned or transferred by the **LOCAL GOVERNMENT** in whole or part without the consent of the **DEPARTMENT**.
12. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the **AGREEMENT** and Florida law, the laws of Florida shall prevail.
13. Public Entity Crime - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
14. Anti-Discrimination - An entity or affiliate who has been placed 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 any public entity, and may not transact business with any public entity.
15. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

**CITY OF EUSTIS
(LOCAL GOVERNMENT)**

By: _____

Printed Name & Title

Attest: _____

Legal Approval _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Ron J. Meade, P.E., District Maintenance Engineer

Attest: _____
Victor A. LoPiccolo, Maintenance Project Manager

Legal Approval _____

SR 19 (S. Bay Street) Landscape Medians

City of Eustis, Florida
Landscape Plans

PROJECT TEAM

OWNER:

CITY OF EUSTIS
10 N. Grove Street
Eustis, Florida 33726
PH: (352) 483-5430

LANDSCAPE ARCHITECT:

MURRAY DESIGN GROUP, INC.
246 N. Westmonte Drive
Altamonte Springs, Florida 32714
PH: (407) 340-1196

SHEET INDEX

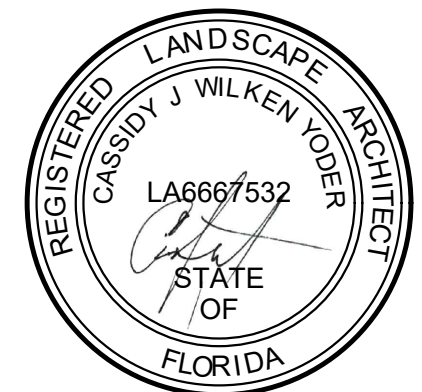
SHEET	TITLE
L.00	Cover Sheet
L.01	Key Sheet
L.02	Landscape Plan
L.03	Landscape Plan
L.04	Landscape Plan
L.05	Landscape Plan
L.06	Landscape Plan
L.07	Landscape Plan
L.08	Landscape Plan
LD.01	General Notes and Details
LD.02	Landscape Specifications
LD.03	Landscape Specifications
LD.04	Landscape Specifications
LD.05	Landscape Specifications
LD.06	Landscape Specifications
LD.07	Landscape Specifications
LD.08	Landscape Specifications
LD.09	Landscape Specifications

100% Landscape Plans

SR 19 (S. Bay Street) Landscape Medians Landscape Plans Issued for Review 03.31.23			
No.	Revisions	Date	Landscape Architect In Charge: Cassidy J. Wilken-Yoder
1	ISSUED FOR REVIEW	03.31.23	Registration # LA6667532
2	SIGHT LINES ADDED. GROUND COVER UPDATED	12.27.23	
3	100% LANDSCAPE PLANS	01.16.24	
4			
5			
6			
7			
8			



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Altamonte Springs, FL 32714
Phone: (407) 340-1196
www.mdgplan.com



M:\Projects\2011\SR 19 Landscape Medians\SR 19 Landscape Medians (S Bay St)CAD\SR19 S Bay St Medians LSC.dwg
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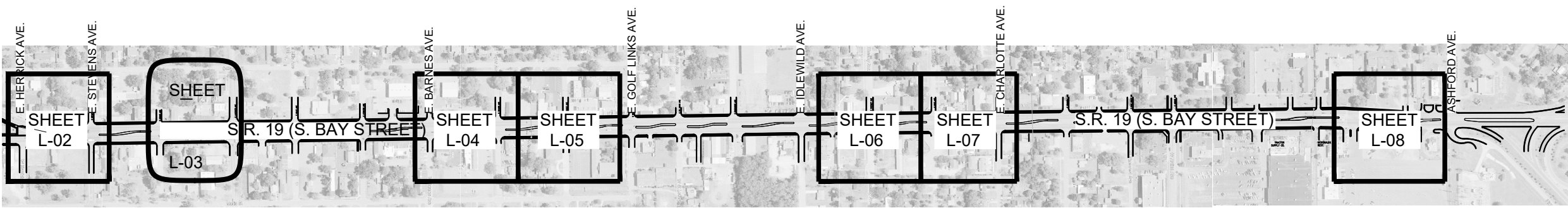


LANDSCAPE ARCHITECTURE
 246 North Westmonte Drive
 Altamonte Springs, FL 32714
 Phone: (407) 340-1196
 www.mdgplan.com



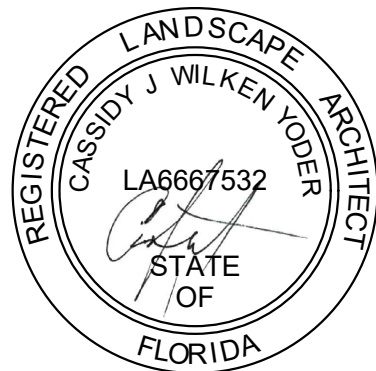
0 150 300 600
 SCALE: 1" = 600'-0"

NO.	DATE	ISSUED FOR REVIEW	DESCRIPTION	DWG. CHK.	CWY RVM
1	04.19.22				



S.R. 19
LANDSCAPE MEDIANS
 City of Eustis
 Prepared For: City of Eustis
Key Sheet

Landscape Architect In Charge:
 Ramon V. Murray



Registration #	LA0001383
DATE:	04.19.22
PROJECT NO.:	2201.EUS.01
DRAWN BY:	CWY
DESIGNED BY:	RVM
CHECKED BY:	RVM

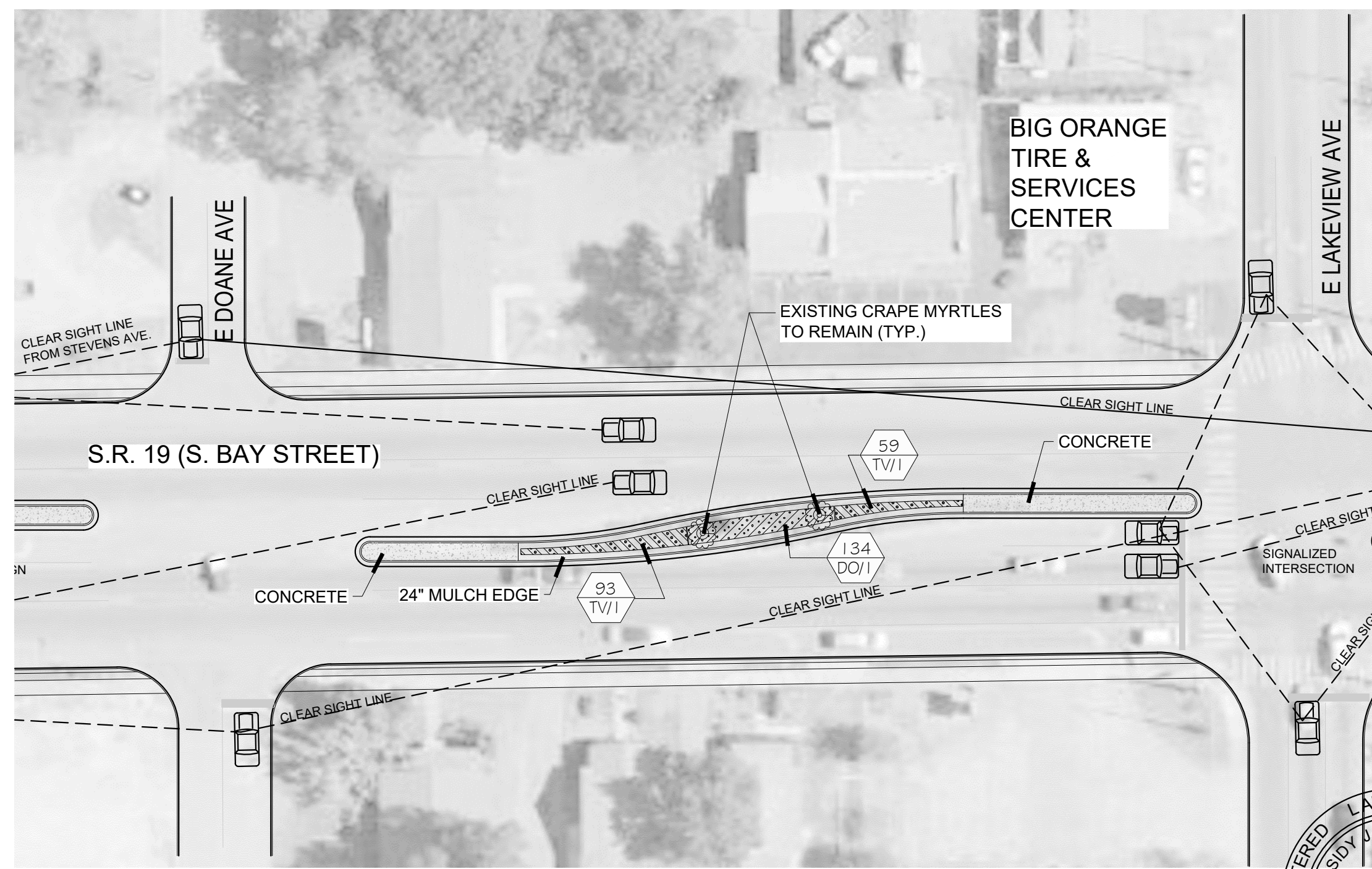
SHEET NO.
L.01



LANDSCAPE ARCHITECTURE
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 Altamonte Springs, FL 32714
 Phone: (407) 340-1196
 www.mdgplan.com



SCALE: 1" = 40'-0"



NO.	DATE	DESCRIPTION	DWG. CHK.	CRK.	CWY RVM	CWY RVM
1	03.31.23	ISSUED FOR REVIEW				
2	12.27.23	SIGHT LINES ADDED, GROUND COVER UPDATED.				

S.R. 19
LANDSCAPE MEDIANS
 City of Eustis
 Prepared For: City of Eustis
Landscape Plan

Landscape Architect In Charge:
 Cassidy J. Wilken-Yoder



Registration #	LA6667532
DATE:	03.31.23
PROJECT NO.:	2201.EUS.01
DRAWN BY:	CWY
DESIGNED BY:	CWY
CHECKED BY:	RVM

NOTE: Contractor to remove existing plants and sod in landscape areas shown to be replanted with proposed material.

SHEET NO.
L.03

MDG Project Name : SR19 Landscape Medians

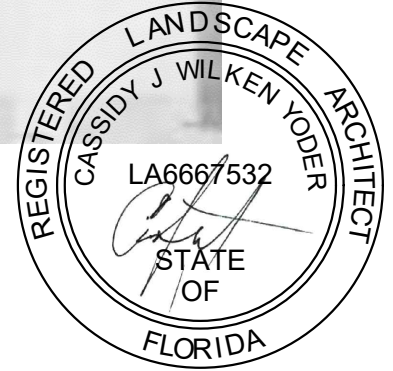
PLANT OPTIONS:

- (A) Muhlenbergia capillaris (Pink Muhly Grass)
- (B) Tripsacum dactyloides (Fakahatchee Grass)
- (C) Zamia integrifolia (Coontie)
- (D) Helianthus debilis (Dune Sunflower)
- (E) Tulbaghia violacea (Society Garlic)



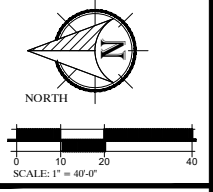
BED 7 OPTIONS

- (E) Tulbaghia violacea (Society Garlic)
QTY: 119 CONT: 1 Gal. SIZE: 4"-6" Ht. REMARKS: Full. Plat at 12" O.C.
- (G) Dyschoriste oblongifolia (Twin Flower)
QTY: 30 CONT: 1 Gal. SIZE: 6" Ht. x 12" Spr. REMARKS: Full. Full. Plant at 24" O.C.



NOTE: Contractor to remove existing plants and sod in landscape areas shown to be planted with proposed material.

Murray Design Group
LANDSCAPE ARCHITECTURE
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Altamonte Springs, FL 32714
Phone: (407) 340-1196
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NO.	DATE	DESCRIPTION
1	04/19/22	ISSUED FOR REVIEW

S.R. 19
LANDSCAPE MEDIANS
City of Eustis
Prepared For: City of Eustis
Landscape Plan

Landscape Architect In Charge:
Ramon V. Murray

Registration # LA0001383

DATE:	04.19.22
PROJECT NO.:	2201.EUS.01
DRAWN BY:	CWY
DESIGNED BY:	RVM
CHECKED BY:	RVM

SHEET NO.
L.07

MDG Project Name : S.R. 19
MDG Proj. #: 2201.E
w:\001-Projects\2201.EUS.01_S.R. 19 Landscape Medians (S Bay St)\CAD\SR19 S Bay St Medians LSC.dwg

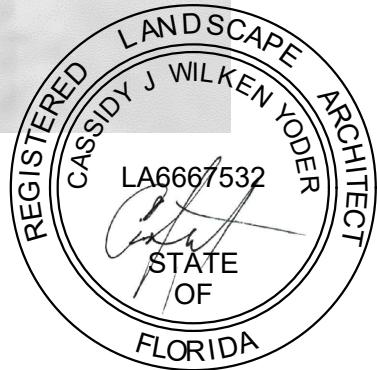
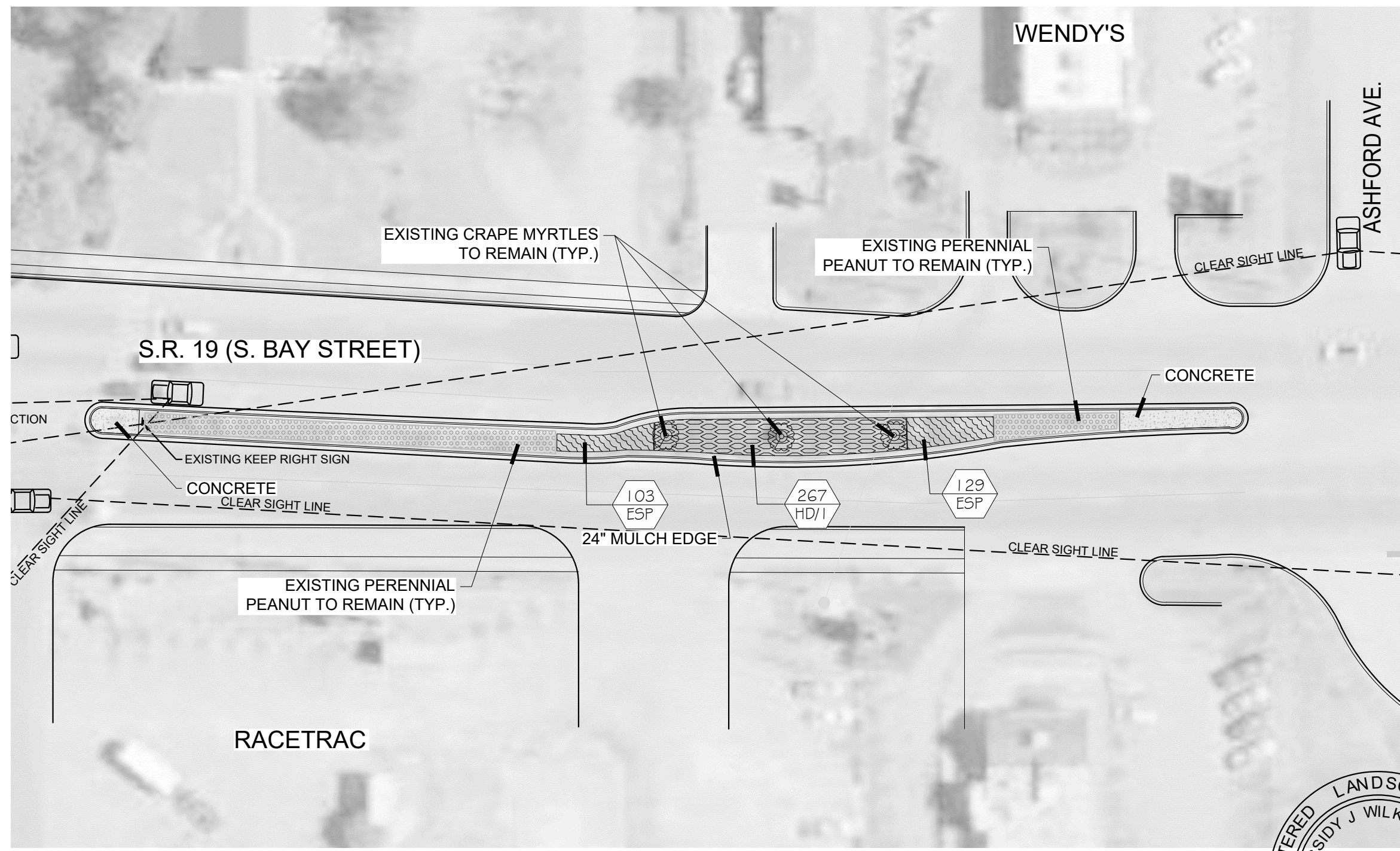


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SCALE: 1" = 40'-0"

NO.	DATE	DESCRIPTION
1	03.31.23	ISSUED FOR REVIEW
2	12.27.23	SIGHT LINES ADDED, GROUND COVER UPDATED.



NOTE: Contractor to remove existing plants and sod in landscape areas shown to be planted with proposed material.

S.R. 19
LANDSCAPE MEDIANS
City of Eustis
Prepared For: City of Eustis
Landscape Plan

Landscape Architect In Charge:
Cassidy J. Wilken-Yoder

Registration # LA6667532

DATE: 03.31.23

PROJECT NO.: 2201.EUS.01

DRAWN BY: CWY

DESIGNED BY: CWY

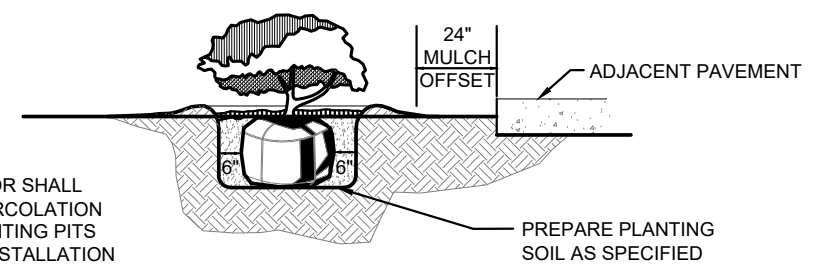
CHECKED BY: RVM

SHEET NO.
L.08



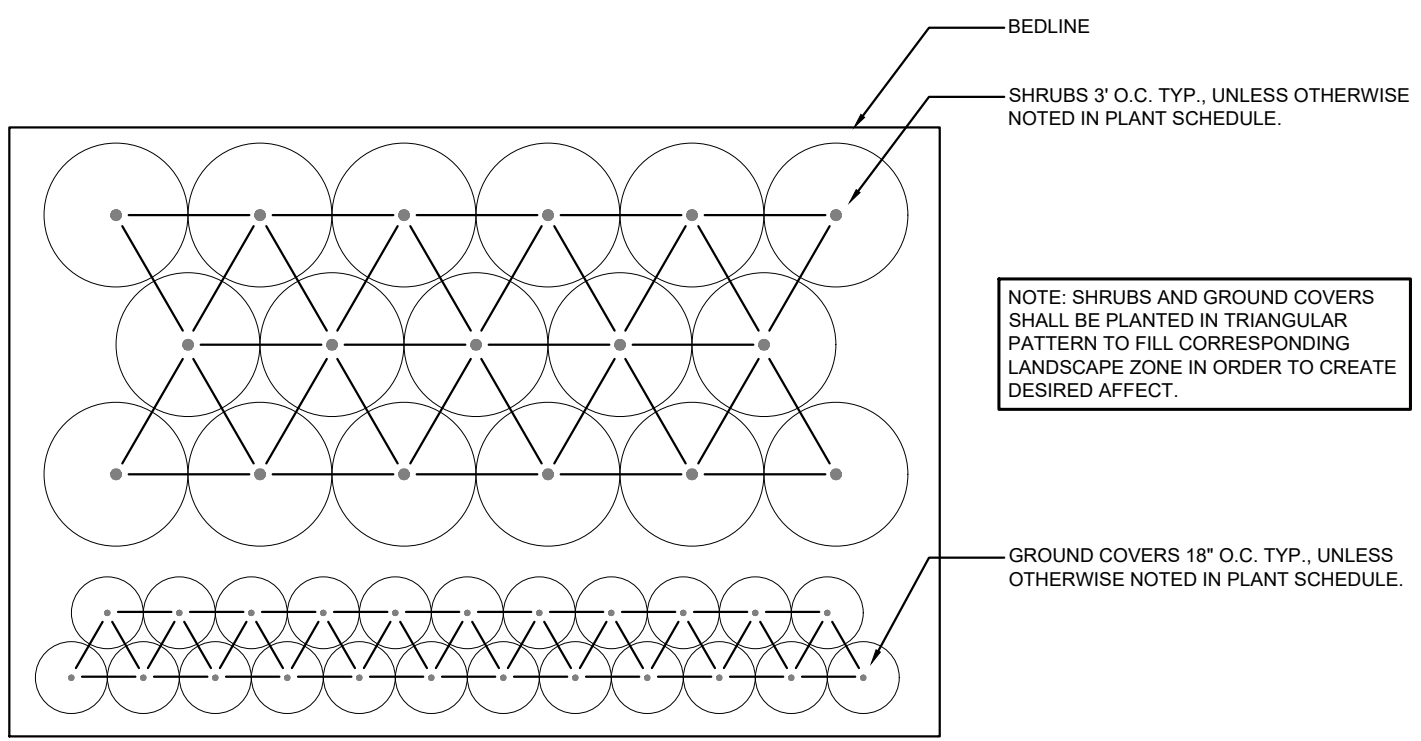
246 North Westmonte Drive
Altamonte Springs, FL 32714
Phone: (407) 340-1196
www.mdgplan.com

MDC Project Name : SR19 Landscape Medians



NOTE:
CONTRACTOR SHALL
ASSURE PERCOLATION
OF ALL PLANTING PITS
PRIOR TO INSTALLATION

SHRUBS/GROUNDCOVER ADJACENT TO PAVEMENT OR CURB 1
Scale: N.T.S. LD.01



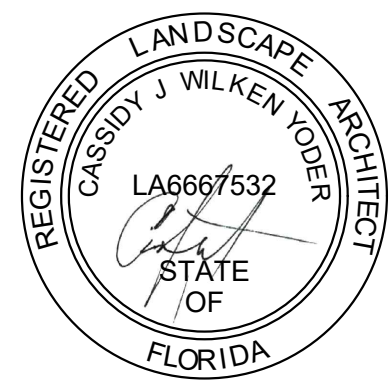
TRIANGULAR PLANTING DETAIL 2
Scale: N.T.S. LD.01

LANDSCAPE NOTES:

1. All plant material shall be Florida Grade no. 1 or better as specified in "Grades and Standards for Nursery Plants", "Parts 1 and 2, by Division of Plant Industry, Florida", Department of Agriculture and Consumer Services, and shall conform to current American Association of Nurserymen 'Standards for Nursery Stock', latest edition.
2. The landscape contractor shall be responsible for verification of quantities in the plant list. In the event of a conflict between quantities on the plant list and the plans, the plans shall control and the discrepancy shall be brought to the attention of the landscape architect prior to bid. Any deviation from these plans must be approved by the landscape architect or owner's representative.
3. Contractor is responsible for compliance with all applicable building codes, ordinances and local regulations. The contractor shall be responsible for obtaining all necessary permits to perform the work, including maintenance of traffic.
4. The landscape contractor is responsible for inspection of existing conditions and promptly reporting all discrepancies and improper conditions (wetness, muck, debris, etc) to landscape architect prior to bidding. Contractor is responsible for soil analysis prior to installation of plantings, and is responsible for all soil amendments to conform to specifications.
5. The landscape contractor shall acquaint themselves with all civil drawings as they relate to paving, site grading, and all utilities, (including water, sewer and electrical supply) to preclude any misunderstanding and ensure trouble-free installation. The exact location of all existing structures, underground utilities, existing underground sprinklers and pipe may not be indicated on drawings. The contractor shall conduct their work in a manner to prevent interruption or damage to existing systems which must remain operational. The contractor shall protect utility services which must remain operational and shall be responsible for their replacement if damaged by during construction or landscape installation.
6. All planting beds shall receive a 3" layer (1" over rootball) of Grade #1 pine nugget mulch.
7. Refer to specifications for complete requirements.
8. Project site is currently 100% irrigated. Contractor shall field-test the system for complete coverage and report to the city.

PLANT SCHEDULE

CODE	QTY	L.02	L.03	BOTANICAL NAME	COMMON NAME	CONT.	SIZE	NATIVE	SPACING	REMARKS
GROUNDCOVERS										
DO/1	134	134		Dyschoriste oblongifolia	Twin Flower	1 Gal.	6" Ht. x 12" Spr.	Yes	18" o.c.	Full.
HD/1	267		267	Helianthus debilis	Dune Sunflower	1 Gal.	12" Ht.		24" o.c.	Full.
TV/1	152	152		Tulbaghia violacea	Society Garlic	1 Gal.	4"-6" Ht.	No	18" o.c.	Full.
GRASSES										
ESP	232		232	Eragrostis spectabilis	Purple Love Grass	1 gal	8" O.A.	No	18" o.c.	Full



NO.	DATE	DESCRIPTION	ISSUED FOR REVIEW	PER DISTRICT COMMENTS	CHK	REV
1	03.31.23					
2	11.27.23					

S.R. 19
LANDSCAPE MEDIANS
City of Eustis
Prepared For: City of Eustis
Notes, Details & Plant List

Landscape Architect In Charge:
Cassidy J. Wilken-Yoder

Registration # LA6667532

DATE: 03.31.23
PROJECT NO.: 2201.EUS.01
DRAWN BY: CWY
DESIGNED BY: CWY
CHECKED BY: RVM

SHEET NO.
LD.01

PART 1.00 GENERAL

1.01 WORK INCLUDED

A. LANDSCAPING

1. Provide all labor, materials, plant materials, soil additives, soil preparation, aesthetic and fine grading, fertilizing, mulching, planting, sodding, cleanup, equipment, services, and maintaining plantings until final acceptance to all landscaping work indicated on the Drawings and specified. The Contractor will be required to obtain a R.O.W utilization permit for all work occurring in the R.O.W. The permit fee will be determined at such time and shall be submitted to the Owner for reimbursement without any mark-up. The Owner's representative will coordinate plan review and approval for such permit.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. IRRIGATION SYSTEM:** Section 02960

1.03 QUALITY ASSURANCE

A. REFERENCE SPECIFICATIONS AND STANDARDS

1. Standards as established by the Florida Nursery Growers Association (FNGA).

B. TESTS AND INSPECTIONS

1. Plants shall be subject to inspection and approval of the Owner's representative at place of growth and/or upon delivery for conformity to specifications. Such approval shall not impair the right of inspection and rejection during progress of work. Inspection and tagging of plant material by Owner Representative's approval of the plant material in regards to their health and vigor. The health and vigor of the plant material is the sole responsibility of the Contractor. Trees that are found damaged or root bound are to be rejected prior to planting.
2. The Landscape Contractor shall be responsible for proper plant growth in existing on-site soils. Prior to commitment of plant shipments, the Contractor shall examine the soils in all areas of work by conducting soil tests and filling test holes with water to determine if soil chemistry and drainage is satisfactory. Any unsatisfactory conditions shall be brought to the immediate attention of the Owner's Representative for possible remedial action or plant material substitutions. The Owner's Representative reserves the right to make changes or substations in plant type or quantities for the purposes of insuring proper plant growth. Any failure of plant material during the warranty period due to soil conditions shall be the responsibility of the Landscape Contractor.
3. The Landscape Contractor shall test the irrigation water source to verify that the quality of water is suitable for the plant material prior to planting. Any findings of unsuitable water shall immediately be brought to the Landscape Architect and owner's Representative attention for a solution. Any failure of plant material during the warranty period due to water source shall be the responsibility of the Landscape Contractor.

C. PERFORMANCE

1. All planting shall be performed by personnel familiar with planting procedure and under supervision of a qualified planting foreman.
2. All work shall comply with applicable codes and regulations.
3. The work shall be coordinated with other trades to prevent conflicts.

1.04 SUBMITTALS

- A.** Submit documentation to Owner's Representative within fourteen (14) days after award of Contract, indicating quantities of plant material, availability and source of plant material. Contractor shall be responsible for all material listed on the plant list unless noted otherwise. Any and all substitutions due to unavailability must be requested in writing prior to confirmation of ordering.
- B.** All material shall be subject to inspection and approval by Owner's Representative. Contractor shall coordinate a material tagging trip with the Landscape Architect for all tree, specimen and accent materials as indicated in the pre-construction meeting.

1.05 PROJECT CONDITIONS

- A.** Sequencing: Do not commence planting until site grading, soil import, and preparation has been completed.
- B.** Inspect and approve all sprinkler work and finish grading prior to the start of shrub and groundcover planting as specified. Trees may be planted in advance of irrigation system installation provided adequate provision is made for interim watering at the Contractor's own expense.

1.06 WARRANTY

- A.** The Contractor shall guarantee all tree and shrub/groundcover plantings for a period of twelve (12) months, and all sod for six (6) months after the date of final acceptance. During this period, the Contractor shall continue the observation of plants and guarantee work. The Contractor shall submit monthly observation reports to the Owner with a copy to the Landscape Architect during the guarantee period. The purpose of these reports is to state any maintenance deficiencies observed. It is the Contractor's responsibility to report these to protect his guarantee. Failure to submit reports eliminates any claims that the guarantee is not valid due to improper maintenance by Owner.
- B.** Replacement of Defective Plants: Any dead plants or plants showing indication of probable non-survival or lack of health and vigor, or which do not exhibit the characteristics to meet specifications, shall be replaced within two weeks of notice from Owner or Landscape Architect. All replacement plants shall be furnished/ installed at no additional cost to the Owner and shall be guaranteed for a period of twelve (12) months for all tree and shrub/groundcover replacements and for six (6) months for the replacement of sod after the date of the replacements. All replacements shall meet original specifications.
- C.** The Contractor shall notify the Owner and Landscape Architect ten days prior to the end of the guarantee period and such guarantee shall be extended until notification is received.
- D.** At the end of the guarantee period, all plants that are dead or in unsatisfactory growth shall be replaced within two weeks.

1.07 PRODUCT HANDLING

A. Delivery

1. Plant transportation shall comply with all Federal and State regulations.
2. Deliver fertilizer to site in original unopened containers bearing manufacturer's guaranteed chemical analysis, name, trademark and conformance to State Law.
3. The Contractor shall furnish Owner's Representative receipts for all amendments.
4. Deliver all plants with legible identification labels.
 - a. Label trees, evergreens, bundles of containers of like shrubs or groundcover plants.
 - b. State correct plant name and size indicated on plant list.
 - c. Use durable waterproof labels with water-resistant ink, which will remain legible for at least 60 days.
5. Protect plant material during delivery to prevent damage to root ball or desiccation of leaves.
6. The Contractor shall notify the Owner's Representative three (3) days in advance of delivery of all plant materials and shall submit an itemized list of the plants in each delivery.

B. Storage:

Store plant material in shade and protect from weather.

C. Handling:

The Contractor is cautioned to exercise care in handling, loading, unloading, and storing of plant materials. Plant materials that have been damaged in any way shall be discarded. If they have been installed, they shall be replaced.

1.08 VERIFICATION OF DIMENSIONS AND QUANTITIES

- A.** All scaled dimensions are approximate. Before proceeding with any work, carefully check and verify all dimensions and quantities. Immediately inform the Owner's Representative of any discrepancies between the Drawings, Specifications, and actual conditions. Do not do work in any area where there is a significant discrepancy until approval to proceed has been received from the Owner's Representative.

1.09 OWNER TAGGED MATERIALS

- A.** Contractor shall leave all tags on material previously tagged by the Owner's Representative until final acceptance.

1.10 JOB CONDITIONS

- A. Protection:** The Landscape Contractor shall protect all materials and work against injury from any causes and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held 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.

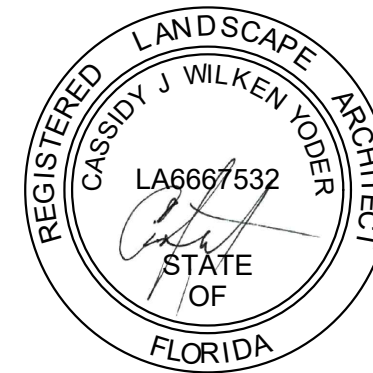
1.11 PRODUCT HANDLING

A. Existing Conditions:

1. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work including, but not limited to, plant material, irrigation materials, underground pipes and cables, and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Landscape Architect shall be consulted and will adjust the location of plants to clear such obstruction. The Landscape Contractor shall be responsible for the immediate repair of any damage caused by his/her work.
2. Should any objectionable materials such as old concrete, bricks or other debris be encountered during planting operations, the Landscape Contractor shall bring it to the attention of the Owner to coordinate removal of the material from the site.
3. The Landscape Contractor shall be responsible for proper plant growth in existing on-site soils. Any unsatisfactory conditions shall be brought to the immediate attention of the Landscape Architect for possible remedial action or plant material substitutions. The Owner/Landscape Architect reserves the right to make changes or substitutions in plant type or quantities for the purposes of insuring proper plant growth.

1.12 SAMPLE AND TESTS

- A.** Owner's Representative reserves the right to take and analyze samples of materials for conformity to specifications at any time. Contractor shall furnish samples upon request of Owner's Representative. Rejected materials shall be immediately removed from the site at Contractor's expense. Contractor shall pay cost of testing of materials not meeting specifications.



Murray Design Group
LANDSCAPE ARCHITECTURE
246 North Westmonte Drive
Altamonte Springs, FL 32714
Phone: (407) 340-1196
www.mdgplan.com

NO.	DATE	DESCRIPTION	ISSUED FOR REVIEW		PER DISTRICT COMMENTS	
			CWY/RVM	CWY/RVM	CWY/RVM	CWY/RVM
1	03.31.23					
2	12.27.23					

S.R. 19
LANDSCAPE MEDIANS
City of Eustis
Prepared For: City of Eustis
Landscape Specifications

Landscape Architect In Charge:
Cassidy J. Wilken-Yoder

Registration # LA6667532

DATE:	03.31.23
PROJECT NO.:	2201.EUS.01
DRAWN BY:	CWY
DESIGNED BY:	CWY
CHECKED BY:	RVM

SHEET NO.
LD.02

PART 2.00 PRODUCTS

2.01 MATERIALS

A. GENERAL

1. Nomenclature: All trees, shrubs and plants shall be true to name as established by the American Joint Committee on Horticultural Nomenclature publication "Standard Plant Names". The designated authority for the identification of all material shall be the two publications of L.H. Bailey, "Hortus III" and "Manual of Cultivated Plants", and all specimens shall be true to type, name, etc., as described therein.
2. Grade Standards and Quality: All plants shall be nursery grown and shall comply with all required inspection, grading standards and plant regulations as set forth in the Florida Department of Agriculture "Grades and Standards for Nursery Plants", Parts 1 and 2 including revisions.
 - a. The minimum grade for all trees and shrubs shall be Florida No. 1 unless otherwise indicated and all plants shall be sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall have healthy, well-developed root systems and shall be free of disease and insect pests, eggs or larvae.
3. Measurements:
 - a. The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the specified sizes as shown on the plans. Sizes specified are minimum standards. Plants shall be equal to or larger than all categories (height, spread, caliper, container) of size specification. Substantial deviations from these measurements must on the plans. Sizes specified are minimum standards. Plants shall be approved by Landscape Architect. Caliper of tree trunks shall be measured one foot above root ball for trees under 6 inches in caliper.
 - b. Clear trunk of all types of palms shall be measured from the finished grade to the beginning of the fronds. The booted portion of the head of the palm shall be in proportion to the overall height of the palm.
4. Plant Protection: Plants shall be protected upon arrival at the site, by being thoroughly watered, kept moist, and properly maintained until planted.

B. PLANT MATERIALS: In reference to method of cultivation, root system status, plants for landscaping shall be classified under the following designations:

1. Container Grown Plants:
 - a. Container grown plants shall have been grown in a container large enough and for sufficient time for the root system to have developed well to hold its soil together firm and whole. No plants shall be loose in the container. Plants, which have become root bound or for which the system is too large for the size of the container, will not be acceptable.
 - b. All containers shall be cut and opened fully, in a manner such as will not damage the root system. Container grown plants shall not be removed from the container until immediately before planting, when all due care shall be taken to prevent damage to the root system.
 - c. Any container grown material that was previously tagged for the job by the Owner/Landscape Architect shall have the locking tag visible on the tree until substantial completion has been awarded.

- ~~2. Balled and Burlapped Trees:

 - a. ~~Plants so classified shall be dug with firm natural root balls of earth coming from singular climatic and soil conditions as those on the project site and of sufficient diameter and depth to include most of the fibrous roots. The root ball of these plants shall be properly wrapped with burlap sack material and remain protected and wet until they are planted. The plant shall be handled only by the earth ball and not by the plant itself. All balled and burlapped plants which cannot be planted immediately upon delivery shall be set on the ground and shall be well protected with soil, wet soil, wet moss, or other acceptable material. The plants shall be set with the burlap cover intact and with the burlap showing, until final inspection.~~
 - b. ~~Burlap: Shall be pure burlap, 100% organic material with the ability to decompose.~~
 - c. ~~Roots Plus: All Oak trees classified as balled and burlap shall be tagged as a roots plus product and the tag shall remain until substantial completion has been awarded. Any material previously tagged at a nursery by the Owner/Landscape Architect shall have the nursery's locking tag visible on the tree until substantial completion has been awarded.~~~~

3. Bare Root Plants: No bare root plants shall be used unless otherwise specified.
4. Grow Bag Plants: No grow bag plants shall be used.

C. Planting Materials:

1. Topsoil:
 - a. Topsoil shall be a friable loam, typical of cultivated topsoils locally, containing at least 5 percent of decayed organic matter (humus). It shall be taken from a well-drained, arable site. It shall be reasonably free of weeds, subsoil, stones, clods, sticks, roots or other objectionable extraneous matter or debris. It shall not contain toxic materials and shall have an acidity range of pH 6.0 to 7.0 Topsoil from nut grass infested areas will not be acceptable.
 - b. Soil testing shall be performed and analyzed by a laboratory registered by the state. Testing shall include fertility and suitability analysis with written recommendations for fertilizer or amendments, which shall take precedence over rates or analysis specified in this section. Soil testing shall be the Contractor's responsibility. Submit test results to the Landscape Architect for review.
 - c. Soil Preparation: Prior to placing mix and backfill, or commencing with planting, rototill any or all areas that have been previously compacted over 90 percent for other construction purposes.
2. Fertilizer: Fertilizer shall be a complete balanced blend formula, of which part of the elements shall be derived from organic sources. It shall nitrogen, phosphorus and potassium as well as recommended micronutrients such as magnesium, iron, copper, zinc, boron, and manganese in sulfate form. Nitrogen shall be applied over all turf, shrub and tree areas at a rate of 1 pound per 1,000 square feet. The complete fertilizer analysis shall be approved by the Landscape Architect.
3. Weed Control: All planting beds shall be treated with the pre-emergent Treflan, as manufactured by Elanco Products Company, Division of Eli-Lilly Company, Indianapolis, Indiana, or equal. Contractor shall apply the pre-emergent prior to mulching as per manufacturer's instructions.
4. Mulch: Wood mulch shall be pine nugget mulch, grade #1, clean, bright and free of weeds, moss, sticks and other debris.
5. Water: Suitable water for the irrigation of the new plantings during the progress of construction shall be provided and provided and paid for the by the Contractor, who shall also furnish adequate watering equipment.
- ~~6. Stakes and Ties: Stakes and tree ties shall be provided in accordance with the requirements of Paragraph 3.03.C10 hereinafter.~~



Murray Design Group
 LANDSCAPE ARCHITECTURE
 246 North Westmonte Drive
 Altamonte Springs, FL 32714
 Phone: (407) 340-1196
 www.mdgplan.com

NO.	DATE	DESCRIPTION	ISSUED FOR REVIEW	PER DISTRICT COMMENTS	AWG	CHK	CWY	RVM
1	03.31.23							
2	12.27.23							

S.R. 19
LANDSCAPE MEDIANS
 City of Eustis
 Prepared For: City of Eustis
Landscape Specifications

Landscape Architect In Charge:
 Cassidy J. Wilken-Yoder

Registration # LA6667532

DATE: 03.31.23
 PROJECT NO.: 2201.EUS.01
 DRAWN BY: CWY
 DESIGNED BY: CWY
 CHECKED BY: RVM

SHEET NO.
LD.03

PART 3.00 EXECUTION

3.01 INSPECTION

- A. Insure that final grades to +/- 0.61m (0.20') have been established prior to commencing planting operations. Provide for inclusion of all amendments, settling, etc. Landscape Contractor shall be responsible for finish grading all planting areas as indicated on Civil Engineer's plans and as directed by the Owner's Representative.
- B. Inspect trees, shrubs and liner stock plant material for injury, insect infestation and trees and shrubs for improper pruning.
- C. Do not begin planting of trees until deficiencies are corrected or plants replaced.

3.02 PREPARATION

- A. Soil Preparation:
 - 1. All planted areas to be planted shall be loosened to 30cm (12") except 2:1 or steeper slopes.
 - 2. Soil to be used for planting shall be free of rocks over 1.5cm (1/2") in diameter, and free of foreign debris, refuse, plants or roots, clods, weeds, sticks, solvents, petroleum products, concrete, base rock, or other deleterious or extraneous material. Soil shall be free of soil-borne diseases and capable of sustaining healthy plant life. Materials not meeting these specifications shall be removed.
- B. Aesthetic Grading:
 - 1. Contractor shall be responsible for regarding of ponds and berm grading as indicated on the aesthetic grading plans.
 - 2. Fill dirt, if required, shall be locally obtained material from naturally drained sources, free from dry, organic debris, stones larger than 1-inch diameter and other materials harmful to successful drainage and plant growth. Soil shall be well mixed and contain no more than 25 percent muck.
 - 3. Berms shall be gently rolling and parabolic with uniform levels or slopes with no more than 4:1 maximum slope.
 - 4. Contractor shall contact the Landscape Architect for approval of all aesthetic grading prior to any planting.
- C. Final Grades:
 - 1. Minor grading modifications may be required to establish the final grades.
 - 2. Finished grading shall insure proper drainage of site as determined by the civil engineer's grading plans and the Owner's Representative.
 - 3. All areas shall be graded such that final grades will be 5cm (2") below adjacent paved areas, sidewalks, valve boxes, headers, clean-outs, drains, manholes, etc. or as indicated on Drawings.
 - 4. Surface drainage shall be away from all structure foundations at 1/4" per foot to aid in water runoff.
 - 5. Remove or redistribute excess soil before application of fertilizer. Make allowances when establishing finish grades for earth excavation from planting pits and mulch.
 - 6. Weeding: Before and during preliminary and finish grading, dig out all weeds and grasses by the roots and dispose of off the site. Grasses not of the perennial type less than 2-1/2" high and not bearing seeds, may be turned under. Perennial weeds and grasses to be removed include, but are not limited to the following:
 - a. Nut grass.
 - b. St. Augustine.
 - c. Puncture Vine.
 - d. Morning Glory.
 - e. Johnson Grass.
 - f. Also remove other noxious or invasive weeds encountered on the site.
 - 7. Trenches: If sprinkler system has been installed after grading and fertilizing has been completed, re-till the trench backfill and fertilize to the depth specified for the area, to conform to specified requirements.
 - 8. Eliminate all erosion scars prior to commencing maintenance period.
- D. Disposal of excess soil: Dispose of any unacceptable or excess soil at an off-site location approved by Owner.

3.03 MATERIALS CONDITION

- A. All plant materials shall be approved by the Owner's Representative as they are delivered to the job site. or other site inspections, and in all cases:
 - 1. Conditions: Plants shall be symmetrical as typical for the variety and species: in a condition of healthy and vigorous growth; free from plant disease, insect pests, or their eggs; and with healthy normal root systems well filling their containers, but not to the point of being rootbound. Plants shall not be pruned prior to delivery, except as authorized by the Owner's Representative. Spray all trees to eliminate insects and fungus, and apply foliar anti-transpirant prior to delivery.
 - 2. Dimensions: The height and spread of all plants shall be measured with branches in their normal position. Where dimensions of any plant materials are omitted from the Plant List, plants shall be normal stock for type listed.
 - 3. Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accord with locally accepted practice.
 - 4. Only as many plants as can be planted and watered on that same day shall be distributed in a planting area.
 - 5. Containers shall be opened and plants shall be removed in such a manner that the ball of earth surrounding the roots is not broken and they shall be planted and watered as herein specified immediately after removal from the containers. Containers shall not be opened prior to placing the plants in the planting area.
 - 6. Do not do any planting, other than specimen trees, until all operations involved with the installation of the sprinkler system have been completed, final grades have been established, the planting areas have been properly graded and prepared as herein specified, and the work approved by the Owner's Representative.
 - 7. The relative position of each tree and plant is subject to approval by the Owner's Representative, and shall, if necessary to achieve project design objectives, be relocated as directed.
 - 8. Remove each plant from its container and plant in such manner that when settled, it will bear the same relation to the constructed finished grade as it bore to the grade in the container before being transplanted. Place each plant in the center of the pit and backfill, unless otherwise specified, with the prepared soil. Filling will not be permitted around trunks or stems. Properly cut off all broken or frayed roots.
- B. Layout of major plantings: Locations for plants and outlines of areas to be planted shall be marked on the ground by the contractor before any planting pits are dug. All such locations shall be approved by the Owner's Representative. If underground construction or utility line is encountered in the excavation of planting areas, other locations for planting may be selected by the Owner's Representative. Layout shall be accomplished with flagged grade stakes indicating plant names and specified container size on each stake or alternate approved method. It shall be the contractor's responsibility to confirm with the Owner and governing agencies the location and depth of all underground utilities and obstructions.

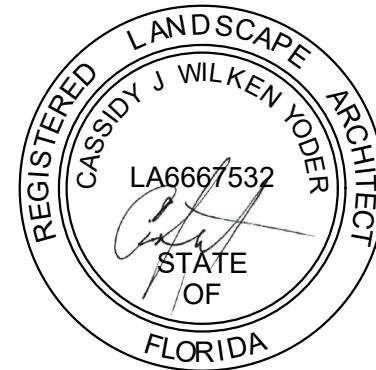
- C. Planting of trees, shrubs and groundcovers:
 - 1. Excavation for planting shall include the stripping and stacking of all acceptable topsoil encountered within the areas to be excavated for trenches, tree holes, plant pits and planting beds.
 - 2. Excess soil generated from the planting holes and not used as backfill or in establishing the final grades, shall be removed from the site.
 - 3. Protect all areas from excessive compaction when trucking plants or other material to the planting site. Compacted areas shall be cross-ripped to 12" and tilled.
 - 4. Center plants in pit or trench.
 - 5. Face plants with fullest growth toward the best public views.
 - 6. Set plant plumb and hold rigidly in position until soil has been tamped firmly around ball or roots.
 - 7. All excavated holes shall have vertical sides with roughened surfaces and shall be of a size that is twice the diameter and one-half times the depth of the settled, it will bear the same relation to the constructed finished grade as it root ball for all shrubs. Trees 15 gallon and smaller to be planted as above, trees 24" box or larger to be excavated to the depth of the root ball (allow 1-2" for settling) and as space allows, 24" clear of the root ball on all sides.
 - ~~8. Layout areas and set stakes/flags for trees at locations indicated on Drawings. Secure approval from Owner's Representative before excavating pits. Make necessary adjustments as directed.~~
 - ~~a. Specimen trees to be planted prior to construction of finish grades shall be located by surveyor for position and finish grade relationship to top of root ball.~~
 - 9. When hardpan or muck is encountered, break through to clean soil and backfill with prepared backfill as directed. Loosen compacted soil at sides and bottoms by scarifying or other approved method. Set tree to finish grade and fill the pit with prepared soil, progressively settling the soil about the root ball by water jetting and flooding to remove voids.

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NO.	DATE	ISSUED FOR REVIEW	DESCRIPTION	ISSUED BY	DATE
1	03.31.23				

S.R. 19
LANDSCAPE MEDIANS
 City of Eustis
 Prepared For: City of Eustis
Landscape Specifications

Landscape Architect In Charge:
 Cassidy J. Wilken-Yoder



Registration # LA6667532

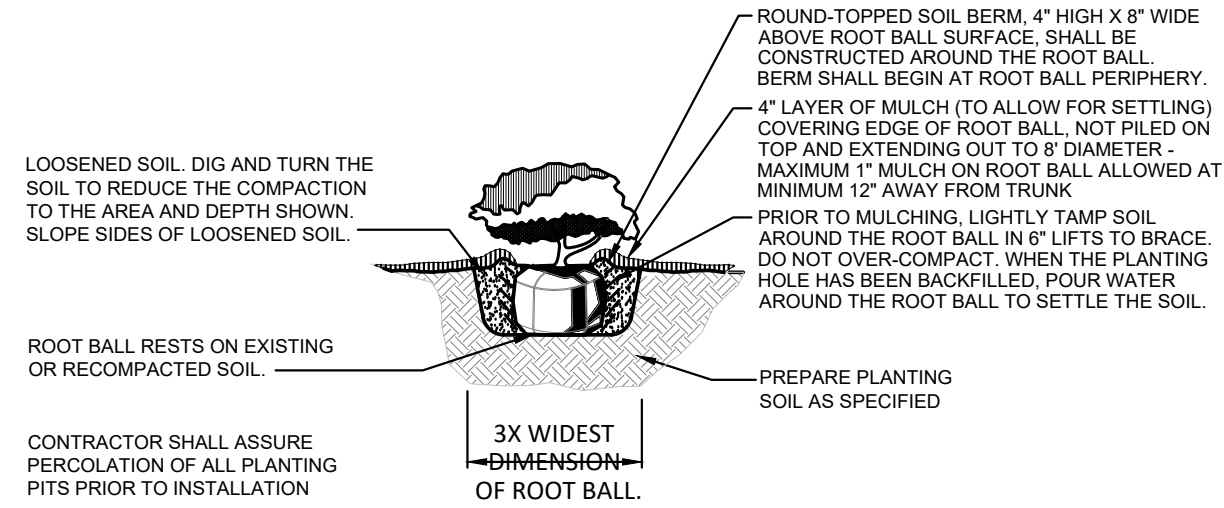
DATE:	03.31.23
PROJECT NO.:	2201.EUS.01
DRAWN BY:	CWY
DESIGNED BY:	CWY
CHECKED BY:	RVM

SHEET NO.
LD.04



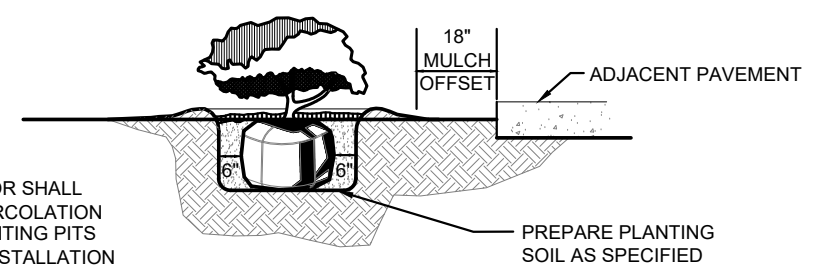
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MDG Project Name : S.R. 19



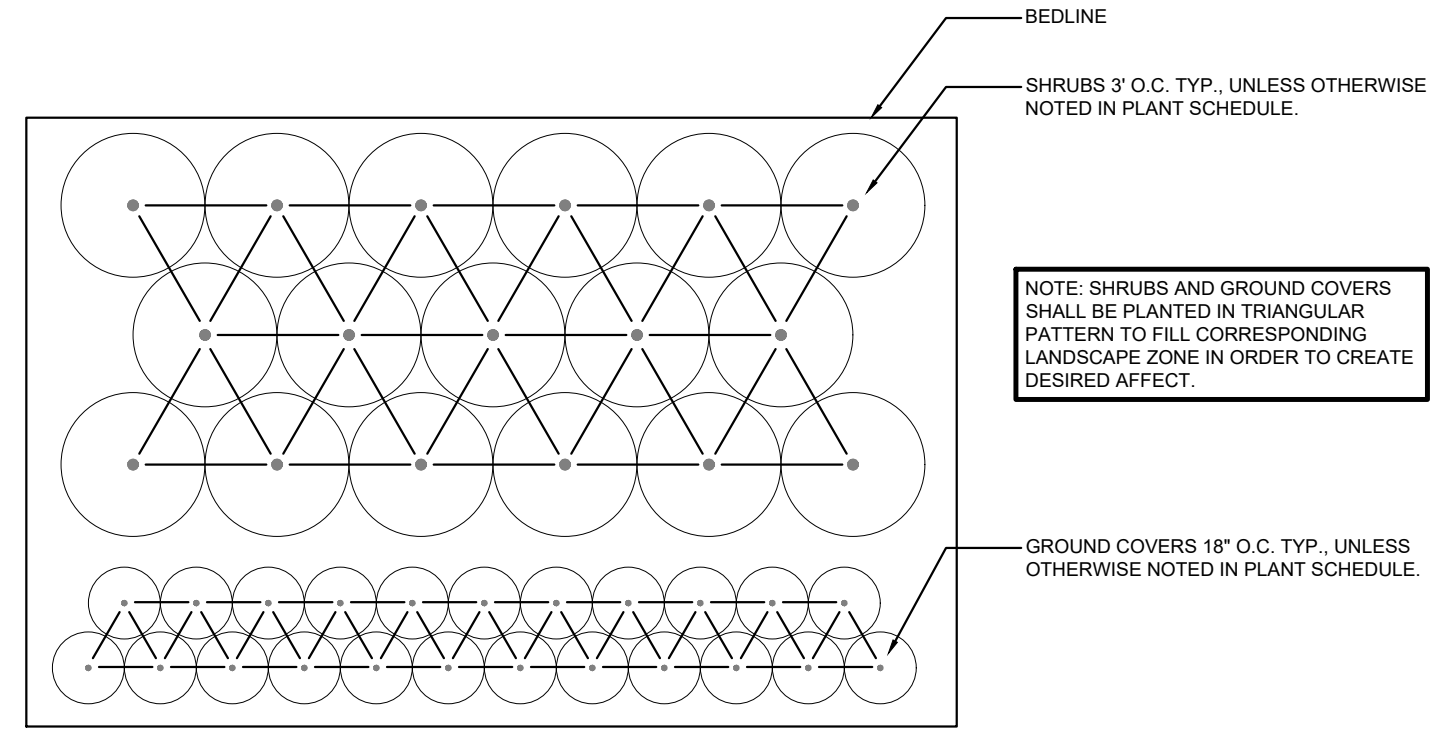
SHRUB DETAIL

Scale: N.T.S. 1 LD.01



SHRUBS/GROUNDCOVER ADJACENT TO PAVEMENT OR CURB

Scale: N.T.S. 2 LD.01



TRIANGULAR PLANTING DETAIL

Scale: N.T.S. 3 LD.01

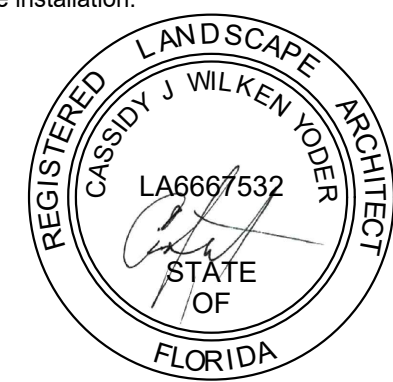
LANDSCAPE NOTES:

- All plant material shall be Florida Grade no. 1 or better as specified in "Grades and Standards for Nursery Plants", "Parts 1 and 2, by Division of Plant Industry, Florida", Department of Agriculture and Consumer Services, and shall conform to current American Association of Nurserymen 'Standards for Nursery Stock', latest edition.
- The landscape contractor shall be responsible for verification of quantities in the plant list. In the event of a conflict between quantities on the plant list and the plans, the plans shall control and the discrepancy shall be brought to the attention of the landscape architect prior to bid. Any deviation from these plans must be approved by the landscape architect or owner's representative.
- Contractor is responsible for compliance with all applicable building codes, ordinances and local regulations. The contractor shall be responsible for obtaining all necessary permits to perform the work, including maintenance of traffic.
- The landscape contractor is responsible for inspection of existing conditions and promptly reporting all discrepancies and improper conditions (wetness, muck, debris, etc) to landscape architect prior to bidding. Contractor is responsible for soil analysis prior to installation of plantings, and is responsible for all soil amendments to conform to specifications.
- The landscape contractor shall acquaint themselves with all civil drawings as they relate to paving, site grading, and all utilities, (including water, sewer and electrical supply) to preclude any misunderstanding and ensure trouble-free installation. The exact location of all existing structures, underground utilities, existing underground sprinklers and pipe may not be indicated on drawings. The contractor shall conduct their work in a manner to prevent interruption or damage to existing systems which must remain operational. The contractor shall protect utility services which must remain operational and shall be responsible for their replacement if damaged by during construction or landscape installation.
- All planting beds shall receive a 3" layer (1" over rootball) of Grade #1 pine nugget mulch.
- Refer to specifications for complete requirements.
- Project site is currently 100% irrigated. Contractor shall field-test the system for complete coverage and report to the city.

NO.	DATE	DESCRIPTION	ISSUED FOR REVIEW	AWG	CHK	DATE
1	04/19/22					

S.R. 19
LANDSCAPE MEDIANS
City of Eustis
Prepared For: City of Eustis
General Notes and Details

Landscape Architect In Charge:
Ramon V. Murray



Registration #	LA0001383
DATE:	04.19.22
PROJECT NO.:	2201.EUS.01
DRAWN BY:	CWY
DESIGNED BY:	RVM
CHECKED BY:	RVM

SHEET NO.
LD.05

PART 1.00 GENERAL

1.01 WORK INCLUDED

A. LANDSCAPING

1. Provide all labor, materials, plant materials, soil additives, soil preparation, aesthetic and fine grading, fertilizing, mulching, planting, sodding, cleanup, equipment, services, and maintaining plantings until final acceptance to all landscaping work indicated on the Drawings and specified. The Contractor will be required to obtain a R.O.W utilization permit for all work occurring in the R.O.W. The permit fee will be determined at such time and shall be submitted to the Owner for reimbursement without any mark-up. The Owner's representative will coordinate plan review and approval for such permit.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. IRRIGATION SYSTEM: Section 02960

1.03 QUALITY ASSURANCE

A. REFERENCE SPECIFICATIONS AND STANDARDS

1. Standards as established by the Florida Nursery Growers Association (FNGA).

B. TESTS AND INSPECTIONS

1. Plants shall be subject to inspection and approval of the Owner's representative at place of growth and/or upon delivery for conformity to specifications. Such approval shall not impair the right of inspection and rejection during progress of work. Inspection and tagging of plant material by Owner Representative's approval of the plant material in regards to their health and vigor. The health and vigor of the plant material is the sole responsibility of the Contractor. Trees that are found damaged or root bound are to be rejected prior to planting.
2. The Landscape Contractor shall be responsible for proper plant growth in existing on-site soils. Prior to commitment of plant shipments, the Contractor shall examine the soils in all areas of work by conducting soil tests and filling test holes with water to determine if soil chemistry and drainage is satisfactory. Any unsatisfactory conditions shall be brought to the immediate attention of the Owner's Representative for possible remedial action or plant material substitutions. The Owner's Representative reserves the right to make changes or substations in plant type or quantities for the purposes of insuring proper plant growth. Any failure of plant material during the warranty period due to soil conditions shall be the responsibility of the Landscape Contractor.
3. The Landscape Contractor shall test the irrigation water source to verify that the quality of water is suitable for the plant material prior to planting. Any findings of unsuitable water shall immediately be brought to the Landscape Architect and owner's Representative attention for a solution. Any failure of plant material during the warranty period due to water source shall be the responsibility of the Landscape Contractor.

C. PERFORMANCE

1. All planting shall be performed by personnel familiar with planting procedure and under supervision of a qualified planting foreman.
2. All work shall comply with applicable codes and regulations.
3. The work shall be coordinated with other trades to prevent conflicts.

1.04 SUBMITTALS

- A. Submit documentation to Owner's Representative within fourteen (14) days after award of Contract, indicating quantities of plant material, availability and source of plant material. Contractor shall be responsible for all material listed on the plant list unless noted otherwise. Any and all substitutions due to unavailability must be requested in writing prior to confirmation of ordering.
- B. All material shall be subject to inspection and approval by Owner's Representative. Contractor shall coordinate a material tagging trip with the Landscape Architect for all tree, specimen and accent materials as indicated in the pre-construction meeting.

1.05 PROJECT CONDITIONS

- A. Sequencing: Do not commence planting until site grading, soil import, and preparation has been completed.
- B. Inspect and approve all sprinkler work and finish grading prior to the start of shrub and groundcover planting as specified. Trees may be planted in advance of irrigation system installation provided adequate provision is made for interim watering at the Contractor's own expense.

1.06 WARRANTY

- A. The Contractor shall guarantee all tree and shrub/groundcover plantings for a period of twelve (12) months, and all sod for six (6) months after the date of final acceptance. During this period, the Contractor shall continue the observation of plants and guarantee work. The Contractor shall submit monthly observation reports to the Owner with a copy to the Landscape Architect during the guarantee period. The purpose of these reports is to state any maintenance deficiencies observed. It is the Contractor's responsibility to report these to protect his guarantee. Failure to submit reports eliminates any claims that the guarantee is not valid due to improper maintenance by Owner.
- B. Replacement of Defective Plants: Any dead plants or plants showing indication of probable non-survival or lack of health and vigor, or which do not exhibit the characteristics to meet specifications, shall be replaced within two weeks of notice from Owner or Landscape Architect. All replacement plants shall be furnished/ installed at no additional cost to the Owner and shall be guaranteed for a period of twelve (12) months for all tree and shrub/groundcover replacements and for six (6) months for the replacement of sod after the date of the replacements. All replacements shall meet original specifications.
- C. The Contractor shall notify the Owner and Landscape Architect ten days prior to the end of the guarantee period and such guarantee shall be extended until notification is received.
- D. At the end of the guarantee period, all plants that are dead or in unsatisfactory growth shall be replaced within two weeks.

1.07 PRODUCT HANDLING

A. Delivery

1. Plant transportation shall comply with all Federal and State regulations.
2. Deliver fertilizer to site in original unopened containers bearing manufacturer's guaranteed chemical analysis, name, trademark and conformance to State Law.
3. The Contractor shall furnish Owner's Representative receipts for all amendments.
4. Deliver all plants with legible identification labels.
 - a. Label trees, evergreens, bundles of containers of like shrubs or groundcover plants.
 - b. State correct plant name and size indicated on plant list.
 - c. Use durable waterproof labels with water-resistant ink, which will remain legible for at least 60 days.
5. Protect plant material during delivery to prevent damage to root ball or desiccation of leaves.
6. The Contractor shall notify the Owner's Representative three (3) days in advance of delivery of all plant materials and shall submit an itemized list of the plants in each delivery.

B. Storage:

Store plant material in shade and protect from weather.

C. Handling:

The Contractor is cautioned to exercise care in handling, loading, unloading, and storing of plant materials. Plant materials that have been damaged in any way shall be discarded. If they have been installed, they shall be replaced.

1.08 VERIFICATION OF DIMENSIONS AND QUANTITIES

- A. All scaled dimensions are approximate. Before proceeding with any work, carefully check and verify all dimensions and quantities. Immediately inform the Owner's Representative of any discrepancies between the Drawings, Specifications, and actual conditions. Do not do work in any area where there is a significant discrepancy until approval to proceed has been received from the Owner's Representative.

1.09 OWNER TAGGED MATERIALS

- A. Contractor shall leave all tags on material previously tagged by the Owner's Representative until final acceptance.

1.10 JOB CONDITIONS

- A. Protection: The Landscape Contractor shall protect all materials and work against injury from any causes and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held 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.

1.11 PRODUCT HANDLING

A. Existing Conditions:

1. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work including, but not limited to, plant material, irrigation materials, underground pipes and cables, and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Landscape Architect shall be consulted and will adjust the location of plants to clear such obstruction. The Landscape Contractor shall be responsible for the immediate repair of any damage caused by his/her work.
2. Should any objectionable materials such as old concrete, bricks or other debris be encountered during planting operations, the Landscape Contractor shall bring it to the attention of the Owner to coordinate removal of the material from the site.
3. The Landscape Contractor shall be responsible for proper plant growth in existing on-site soils. Any unsatisfactory conditions shall be brought to the immediate attention of the Landscape Architect for possible remedial action or plant material substitutions. The Owner/Landscape Architect reserves the right to make changes or substitutions in plant type or quantities for the purposes of insuring proper plant growth.

1.12 SAMPLE AND TESTS

- A. Owner's Representative reserves the right to take and analyze samples of materials for conformity to specifications at any time. Contractor shall furnish samples upon request of Owner's Representative. Rejected materials shall be immediately removed from the site at Contractor's expense. Contractor shall pay cost of testing of materials not meeting specifications.



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1	04/19/22								

S.R. 19
LANDSCAPE MEDIANS
 City of Eustis
 Prepared For: City of Eustis
Landscape Specifications

Landscape Architect In Charge:
 Ramon V. Murray

Registration # LA0001383

DATE:	04.19.22
PROJECT NO.:	2201.EUS.01
DRAWN BY:	CWY
DESIGNED BY:	RVM
CHECKED BY:	RVM

SHEET NO.
LD.06

PART 3.00 EXECUTION

3.01 INSPECTION

- A. Insure that final grades to +/- 0.61m (0.20') have been established prior to commencing planting operations. Provide for inclusion of all amendments, settling, etc. Landscape Contractor shall be responsible for finish grading all planting areas as indicated on Civil Engineer's plans and as directed by the Owner's Representative.
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- A. Soil Preparation:
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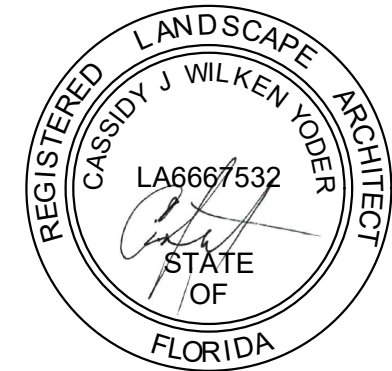
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 - 5. Face plants with fullest growth toward the best public views.
 - 6. Set plant plumb and hold rigidly in position until soil has been tamped firmly around ball or roots.
 - 7. All excavated holes shall have vertical sides with roughened surfaces and shall be of a size that is twice the diameter and one-half times the depth of the settled, it will bear the same relation to the constructed finished grade as it root ball for all shrubs. Trees 15 gallon and smaller to be planted as above, trees 24" box or larger to be excavated to the depth of the root ball (allow 1-2" for settling) and as space allows, 24" clear of the root ball on all sides.
 - 8. Layout areas and set stakes/flags for trees at locations indicated on Drawings. Secure approval from Owner's Representative before excavating pits. Make necessary adjustments as directed.
 - a. Specimen trees to be planted prior to construction of finish grades shall be located by surveyor for position and finish-grade relationship to top of root ball.
 - 9. When hardpan or muck is encountered, break through to clean soil and backfill with prepared backfill as directed. Loosen compacted soil at sides and bottoms by scarifying or other approved method. Set tree to finish grade and fill the pit with prepared soil, progressively settling the soil about the root ball by water jetting and flooding to remove voids.

Murray Design Group
 LANDSCAPE ARCHITECTURE
 246 North Westmonte Drive
 Altamonte Springs, FL 32714
 Phone: (407) 340-1196
 www.mdgplan.com

NO.	DATE	ISSUED FOR REVIEW	DESCRIPTION	AWG	CHK	DATE
1	04.19.22			CWY	RVM	

S.R. 19
LANDSCAPE MEDIANS
 City of Eustis
 Prepared For: City of Eustis
Landscape Specifications

Landscape Architect In Charge:
 Ramon V. Murray



Registration # LA0001383

DATE:	04.19.22
PROJECT NO.:	2201.EUS.01
DRAWN BY:	CWY
DESIGNED BY:	RVM
CHECKED BY:	RVM

SHEET NO.
LD.08

Item 5.2
 MDG Project Name : S.R. 19
 MDG Proj. #: 2201.E
 ve001-Projects\2201.EUS.01_S.R. 19 Landscape Medians (S Bay St)\CAD\SR19_S Bay St Medians LSC.dwg

PART 3.00 EXECUTION (continued)

10. Set tree in center of pit in a vertical position so that crown of ball will be level with finish grade after allowing for watering and settling.
11. Prepare watering basin same width as tree plant ball. Water thoroughly immediately following planting. Backfill all voids which develop with additional prepared planting soil to bring to finish grade. Remove all basins in lawn areas and smooth to finish grade prior to laying sod.
12. Monitor tree and shrub root balls for adequate moisture content. Deep water and/or provide soaker hoses to maintain moisture supply.
13. All plants which settle deeper than the surrounding grade shall be raised to the correct level. After the plant has been placed, additional backfill shall be added to the hole to cover approximately one-half of the height of the root ball. At this stage, water shall be added to the top of the partly filled hole to thoroughly saturate the root ball and adjacent soil.
14. Can removal:
 - a. Cut cans on two sides with an acceptable can cutter.
 - b. Do not injure root ball.
 - c. Do not cut cans with spade or ax.
15. Box removal:
 - a. Remove bottom of plant boxes before planting.
 - b. Remove sides of box without damage to root ball after positioning plant and partially backfilling.
16. Plant tablets:
 - a. During installation, Gro-Power 7 gram or Agroform 21 gram tablets, or approved equal, shall be provided in each planting hole as per quantities and application of the manufactures specifications.
 - b. Planting tablets shall be set with each plant on the top of the root ball while the plants are still in their containers so the required number of tablets to be used in each hole can be easily verified by the Owner's Representative.
 - c. Plant tablets shall be located 1/3 depth of the root ball.
17. Backfill:
 - a. The remainder of the hole shall then be backfilled and tamped firm.
 - b. After backfilling, an earthen basin shall be constructed around each plant. Each basin shall be of a depth sufficient to hold at least two (2) inches of water. The basins shall be constructed of amended backfill materials. Remove basin in all turf areas after initial watering.
9. Pruning: Pruning shall be limited to the minimum necessary to remove injured twigs and branches. Pruning may not be done prior to delivery of plants.
10. Staking and guying: The Contractor shall be responsible to maintain trees in a straight and plumb position throughout the warranty period. If the Contractor chooses to stake and guy the trees, staking shall be completed immediately after planting. All stakes shall be installed plumb and as indicated in details. The Contractor shall remove the staking and guying materials once the trees are established.
- D. Planting of flowering annuals:
 1. Flowering annuals shall be grown in 4" pots as indicated on the plans. Annuals shall remain in their flats until transplanting. The flat's soil shall contain sufficient moisture so that it will not fall apart when lifting the plants.
 2. The annuals shall be planted in straight rows and evenly spaced, unless otherwise noted, and at intervals called out in the drawings. Triangular spacing shall be used unless otherwise noted on the drawings. Each annual bed shall receive a thin layer of annual mulch.
 3. Each rooted plant shall be planted with its proportionate amount of flat soil. Plantings shall be immediately sprinkled after planting until the entire area is soaked to the full depth of each hole. The planting area shall then be mulched with appropriate fine bedding mulch.
 4. Care shall be exercised at all times to protect the plants after planting. Any damage to plants by trampling or other operations of this Contract shall be repaired immediately.

- E. Sod planting:
 1. Preparing soil: Remove rocks, weeds, and debris from area to be sodded. If dirt is compacted, work up soil to a depth of 6 inches and break up all clods. Soil prep all areas as noted elsewhere in specifications.
 2. Grading and rolling: Carefully smooth all surfaces to be sodded. Roll areas to expose soil depressions or surface irregularities. Re-grade as required.
 3. Laying sod: Lay first strip of sod slabs along a straight line (use a string in irregular areas). Butt joints tightly, do not overlap edges. On second strip, stagger joints much as in laying bricks. Use a sharp knife to cut sod to fit curves, edges and sprinkler heads. Sod shall be laid within 72 hours of harvesting and 12 hours from time of delivery.
 4. Watering: Do not lay whole lawn before watering. When a conveniently large area has been sodded, water lightly to prevent drying. Continue to lay sod and to water until installation is complete.
 5. Rolling sod: After laying all sod, roll lightly to eliminate irregularities and to form good contact between the sod and soil. Avoid a very heavy roller or excessive initial watering which may cause roller marks.
 6. Irrigation: Water thoroughly the complete lawn surface. Soil should be moistened at least 8 inches deep. Repeat sprinkling at regular intervals to keep sod moist at all times until rooted. After sod is established, decrease frequency and increase amount of water per application as necessary.
 7. Replacement: Replace all dead or dying sod with equal material as directed by the Owner's Representative.

3.04 CLEAN-UP

- A. After all planting operations have been completed; remove all trash, excess soil, empty plant containers and rubbish from the property. All scars, ruts or other marks in the ground caused by this work shall be repaired and the ground left in a neat and or the last working day of each week. All trash shall be removed completely from the site.
- B. The Contractor shall leave the site area broom-clean and shall wash down all paved areas within the Contract area, leaving the premises in a clean condition. All walks shall be left in a clean and safe condition.

3.05 OBSERVATION SCHEDULE

- A. The Contractor shall be responsible for notifying the Owner's Representative in advance for the following site visits, according to the time indicated:
 1. Pre-job conference - 7 days
 2. Tree Tagging - 7 days
 3. Final grade review - 48 hours
 4. Plant material review - 48 hours
 5. Plant layout review - 48 hours
 6. Substantial completion walk-through - 7 days
 7. Final walk-through - 7 days
- B. When observations are conducted by someone other than the Owner's Representative, the Contractor shall show evidence in writing of when and by whom these observations were made.

3.06 FIELD QUALITY CONTROL

- A. All inspections herein specified shall be made by the Owner's Representative as the work progresses.
- B. Protect work completed by other trades from damage.

3.07 PROTECTION

- A. Continuously protect all lawn areas, plant materials, and supports until final acceptance of the work.
- B. Inspect and approve all landscape irrigation work and finish grading prior to the start of shrub planting as specified. Trees may be planted in advance of irrigation system installation provided adequate provision is made for interim watering at the Contractor's own expense.

3.08 FINAL ACCEPTANCE OF INSTALLATION

- A. Maintain all planted areas free of debris and insects. Mow, cultivate, weed and water all areas until final acceptance of work by the Owner's Authorized Representative.
- B. Prior to final approval of work, do the following:
 1. Re-seed, re-sod or replant areas where necessary for full and even coverage.
 2. Remove all debris resulting from landscape work.
 3. Re-grade, lightly compact and replant around sprinkler heads where necessary to maintain proper vertical positioning in relation to general grade.
 4. Fill all depressions and eroded channels with sufficient soil mix to adjust grade to assure proper drainage, compact lightly and replant the filled areas in accord with Drawing's requirements.
 5. Address any items noted in the punch list from the substantial completion walk-through.

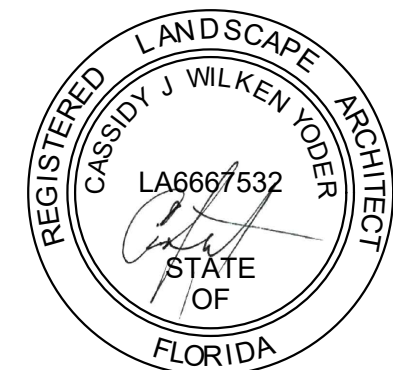


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NO.	DATE	DESCRIPTION	ISSUED FOR REVIEW		DWG. CHK.	
			CWY	RVM	CWY	RVM
1	04.19.22					

S.R. 19
LANDSCAPE MEDIANS
City of Eustis
Prepared For: City of Eustis
Landscape Specifications

Landscape Architect In Charge:
Ramon V. Murray

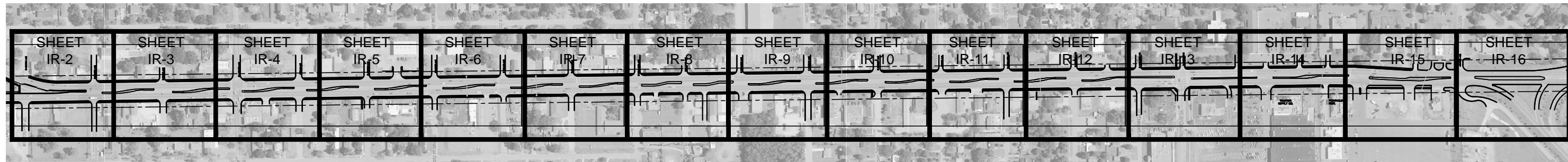


Registration #	LA0001383
DATE:	04.19.22
PROJECT NO.:	2201.EUS.01
DRAWN BY:	CWY
DESIGNED BY:	RVM
CHECKED BY:	RVM

SHEET NO.
LD.09

LEGEND:

 MAINTENANCE LIMIT OF WORK



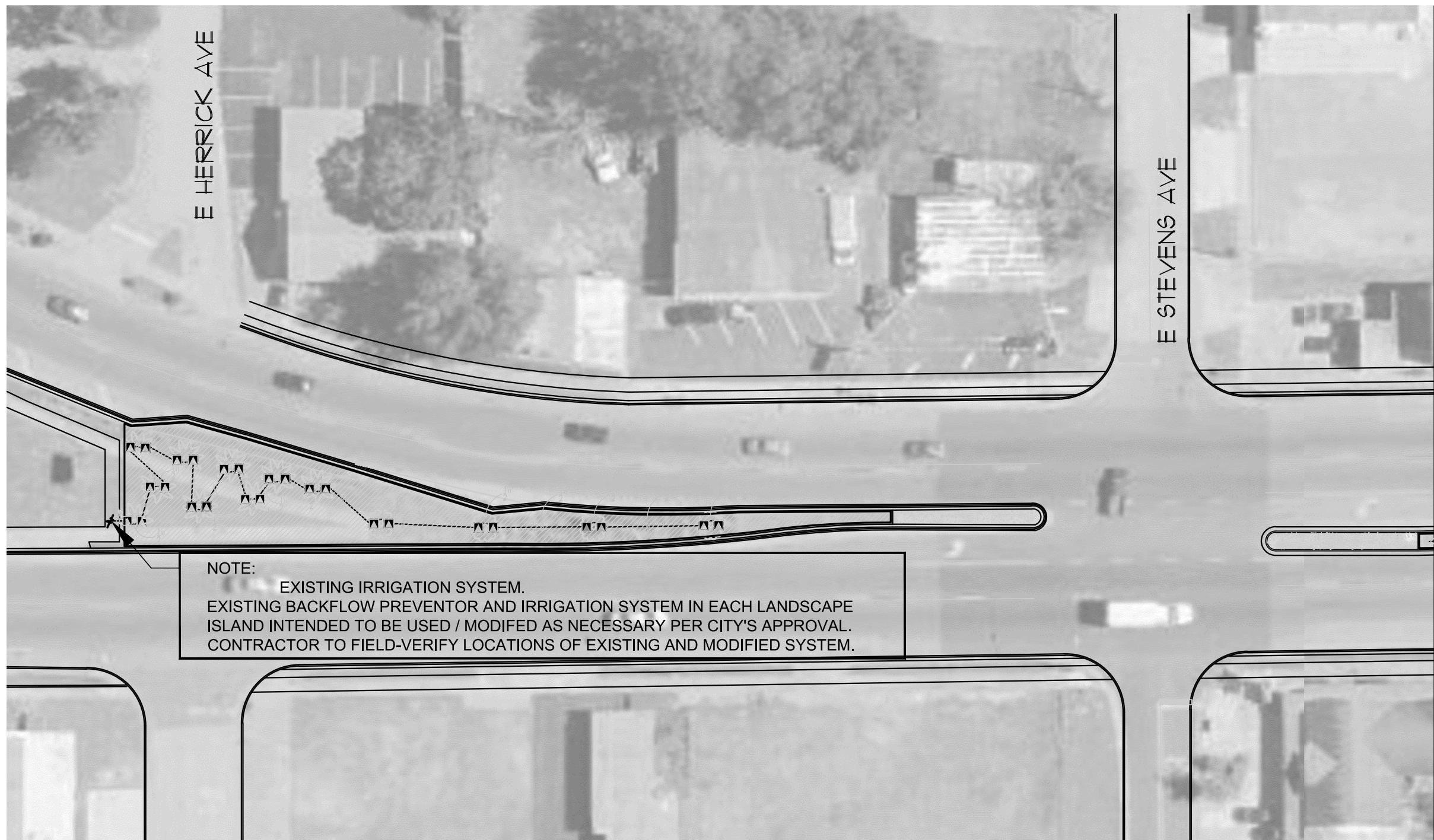
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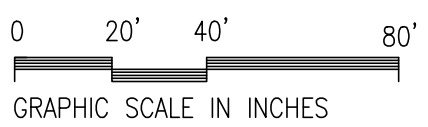
REVISIONS						 SMITH + MURRAY STUDIOS, INC. 942 FREMONT AVENUE WINTER PARK, FLORIDA 32789 Ph (407) 647-8070 www.smithmurraystudios.com <small>Certificate of Authorization: LC26000428 Vendor No.: 90-0497639</small> RAMON V. MURRAY, RLA FLORIDA REG. RLA #0001383	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			<i>IRRIGATION PROJECT LAYOUT</i>	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJ. ID.		IR-1
							SR 19	LAKE	433807-1-74-01	53	

LEGEND:
SEE SHEET IR-2 FOR IRRIGATION SCHEDULE.



NOTE:
EXISTING IRRIGATION SYSTEM.
EXISTING BACKFLOW PREVENTOR AND IRRIGATION SYSTEM IN EACH LANDSCAPE ISLAND INTENDED TO BE USED / MODIFIED AS NECESSARY PER CITY'S APPROVAL.
CONTRACTOR TO FIELD-VERIFY LOCATIONS OF EXISTING AND MODIFIED SYSTEM.

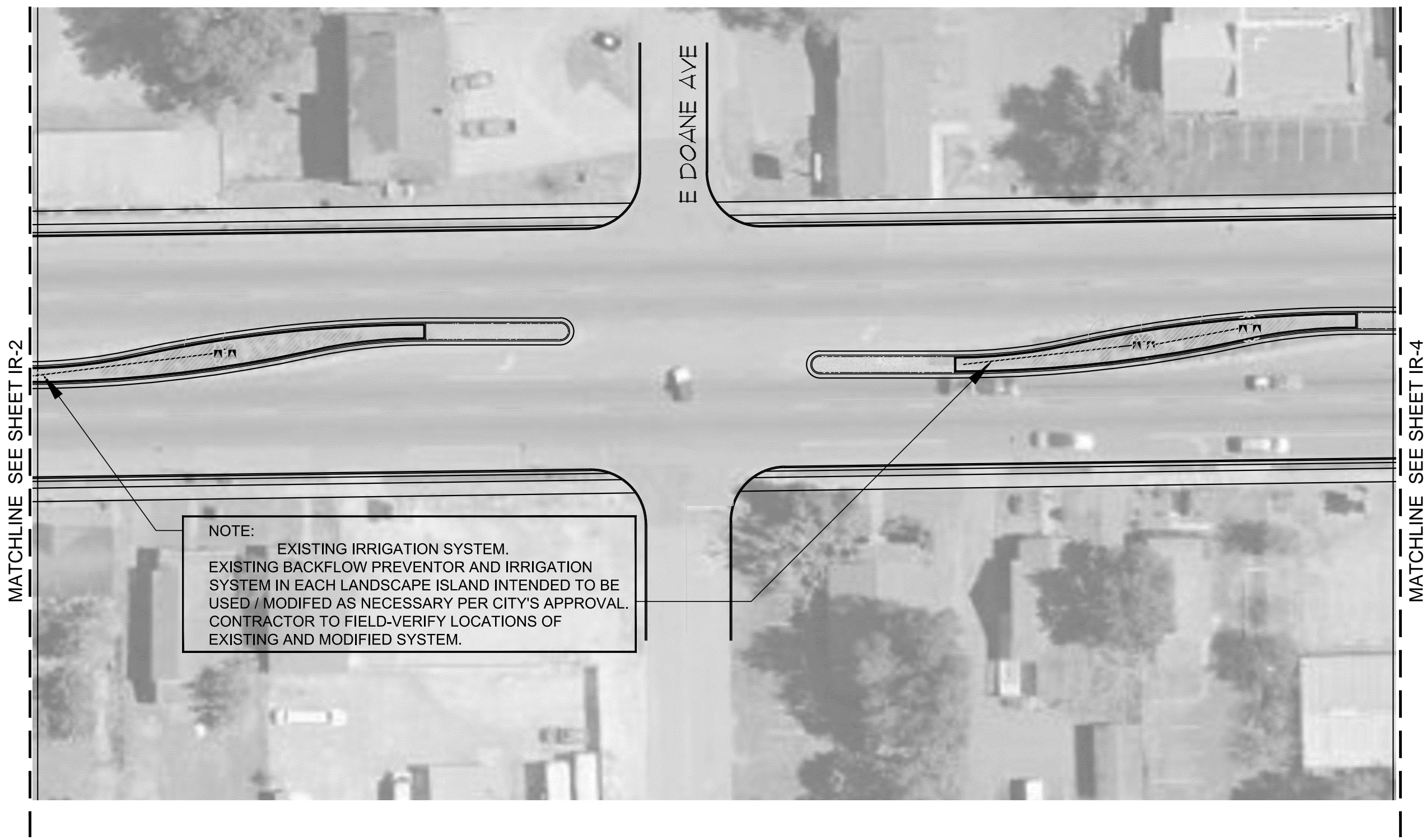
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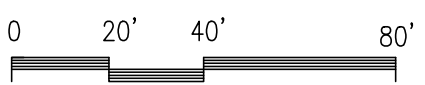
REVISIONS						 SMITH + MURRAY STUDIOS, INC. 942 FREMONT AVENUE WINTER PARK, FLORIDA 32789 Ph (407) 647-8070 www.smithmurraystudios.com <small>Certificate of Authorization: LC26000428 Vendor No.: 90-0497639</small> RAMON V. MURRAY, RLA FLORIDA REG. RLA #0001383	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IRRIGATION PLAN	SHEET NO. IR-2
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJ. ID.		
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LEGEND:

SEE SHEET IR-2 FOR IRRIGATION SCHEDULE.



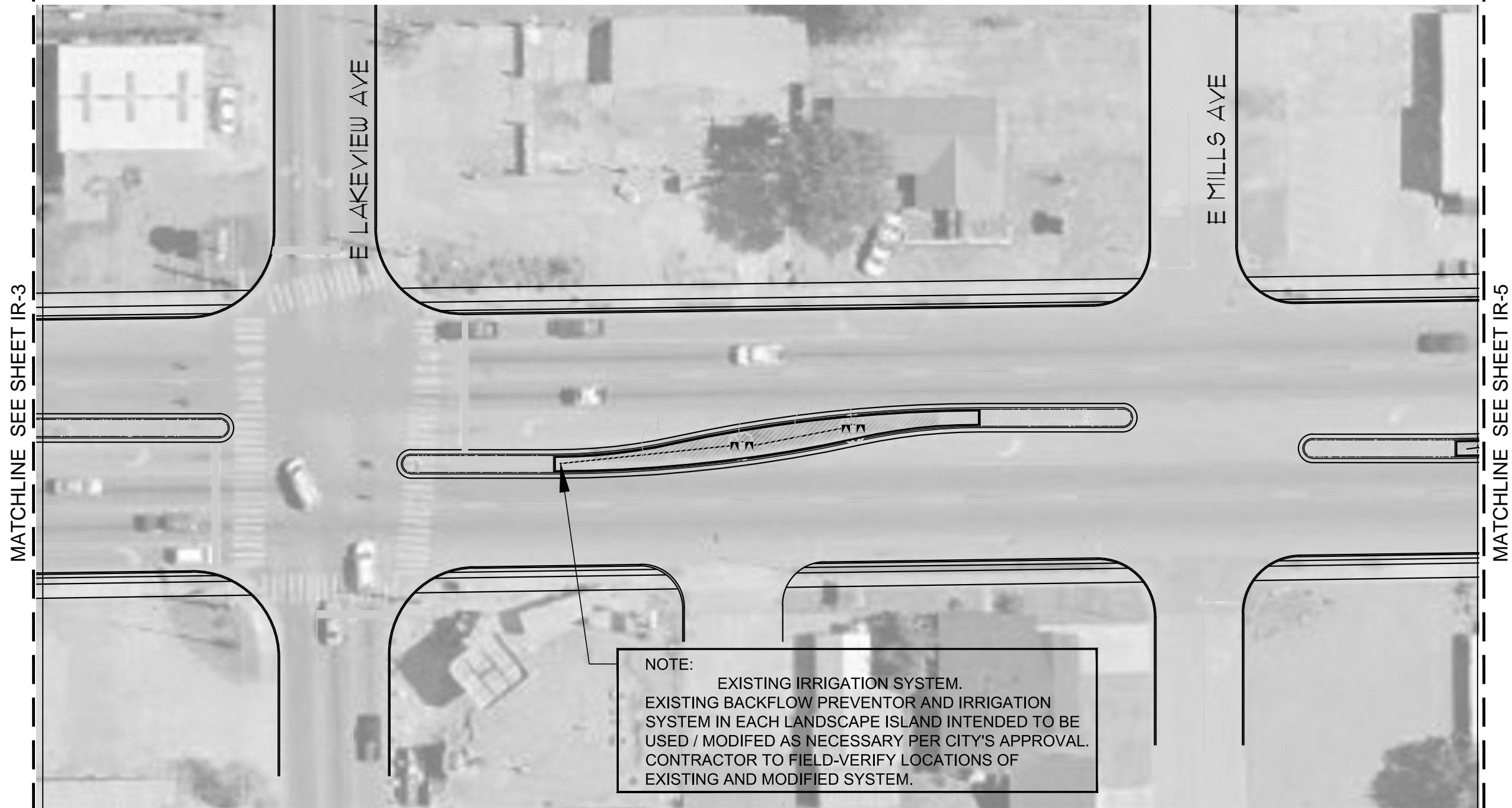
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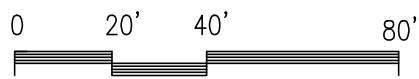
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REVISIONS						 SMITH + MURRAY STUDIOS, INC. 942 FREMONT AVENUE WINTER PARK, FLORIDA 32789 Ph (407) 647-8070 www.smithmurraystudios.com <small>Certificate of Authorization: LC26000428 Vendor No.: 90-0497639</small> RAMON V. MURRAY, RLA FLORIDA REG. RLA #0001383	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IRRIGATION PLAN	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJ. ID.		IR-3
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LEGEND:
SEE SHEET IR-2 FOR IRRIGATION SCHEDULE.



NOTE:
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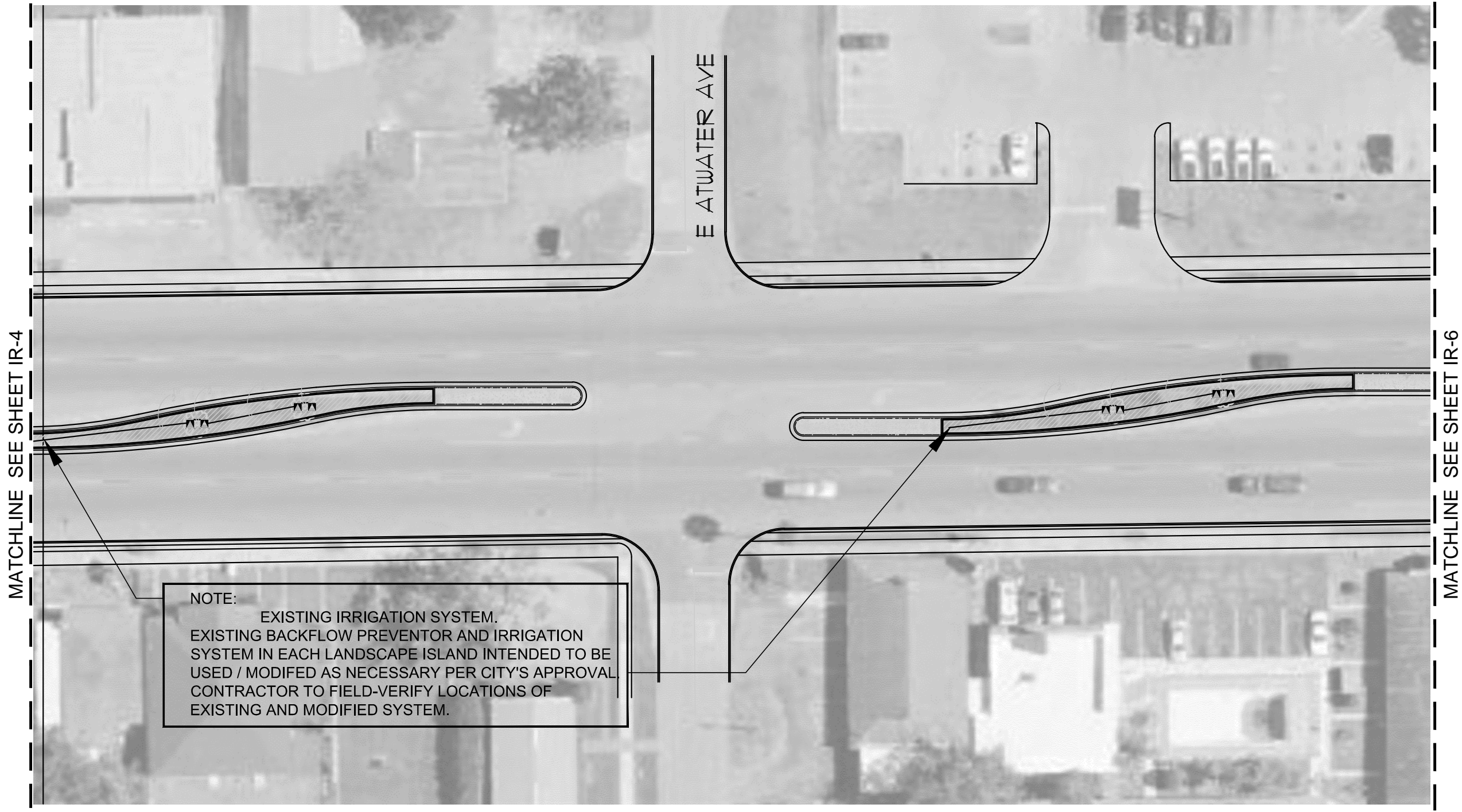


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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJ. ID.		
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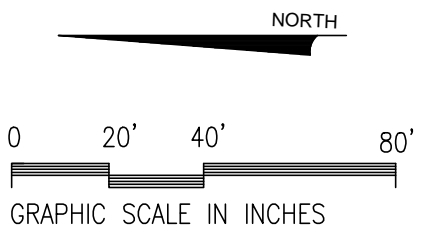
SEE SHEET IR-2 FOR IRRIGATION SCHEDULE.



NOTE:
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MATCHLINE SEE SHEET IR-4

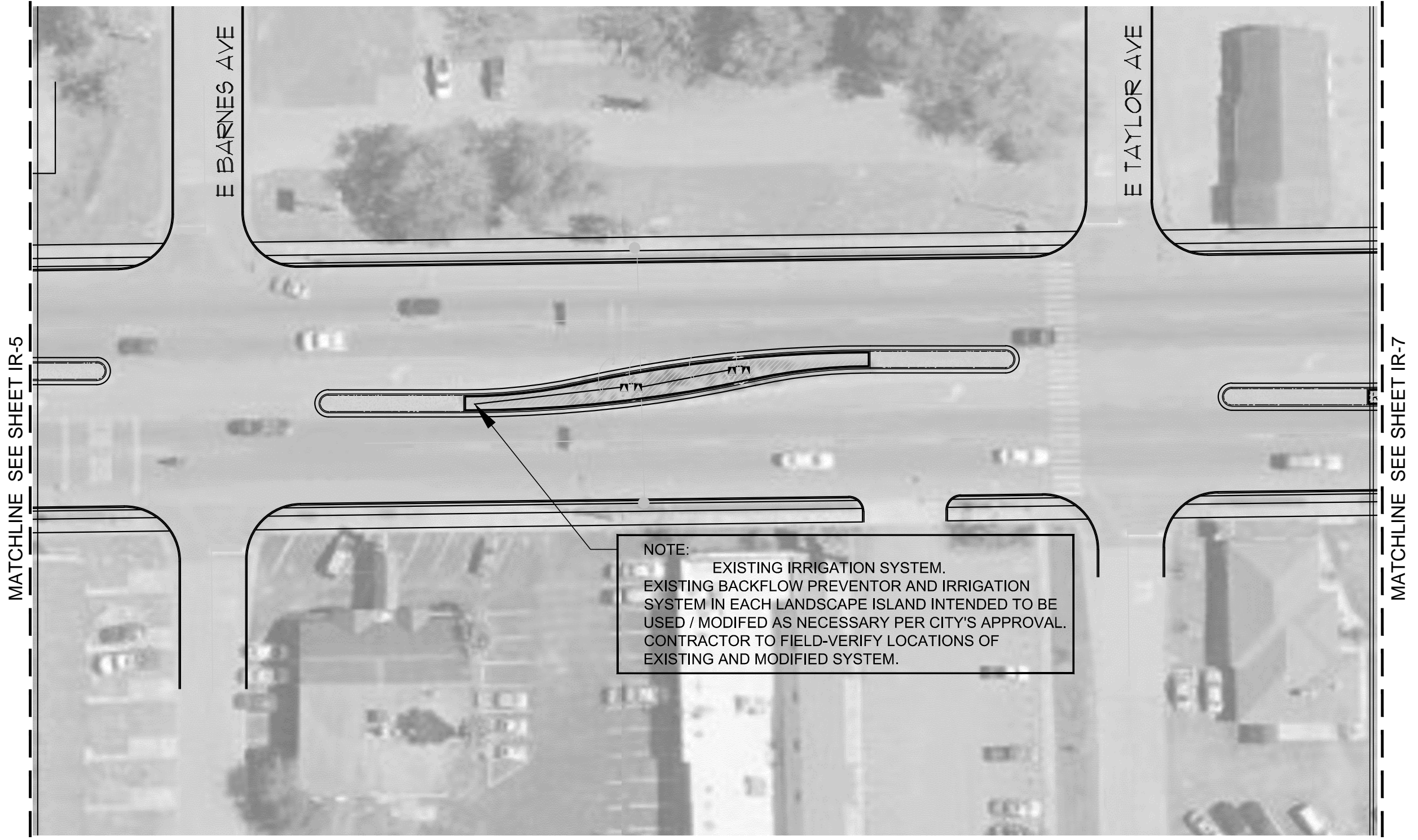
MATCHLINE SEE SHEET IR-6



REVISIONS						 SMITH + MURRAY STUDIOS, INC. 942 FREMONT AVENUE WINTER PARK, FLORIDA 32789 Ph (407) 647-8070 www.smithmurraystudios.com <small>Certificate of Authorization: LC26000428 Vendor No.: 90-0497639</small> RAMON V. MURRAY, RLA FLORIDA REG. RLA #0001383	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IRRIGATION PLAN	SHEET NO. IR-5	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJ. ID.			
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LEGEND:

SEE SHEET IR-2 FOR IRRIGATION SCHEDULE.



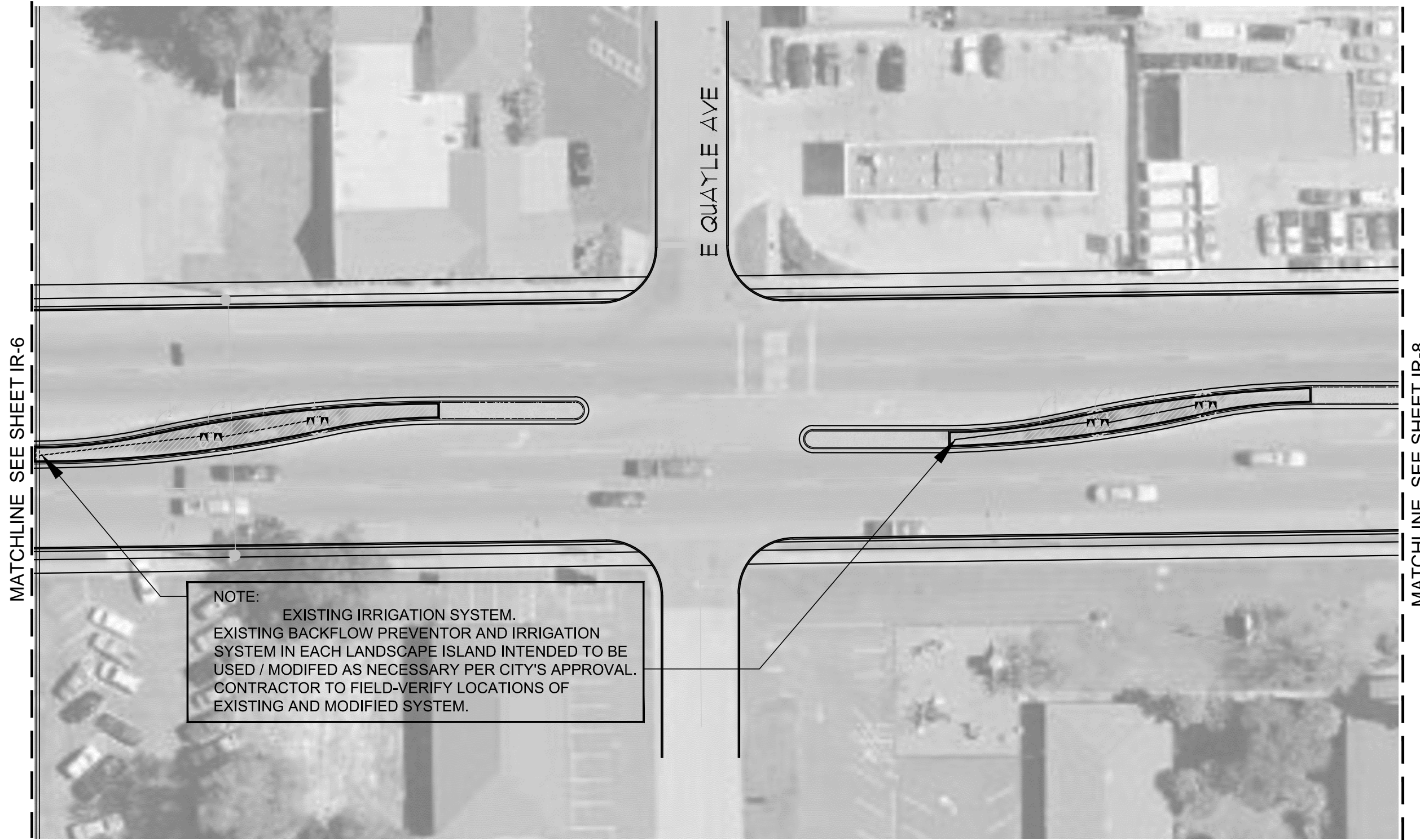
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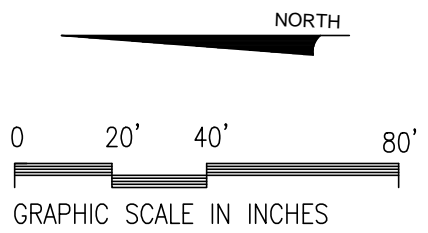
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SEE SHEET IR-2 FOR IRRIGATION SCHEDULE.



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MATCHLINE SEE SHEET IR-6

MATCHLINE SEE SHEET IR-8



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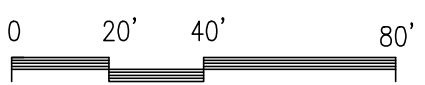
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MATCHLINE SEE SHEET IR-7

MATCHLINE SEE SHEET IR-9





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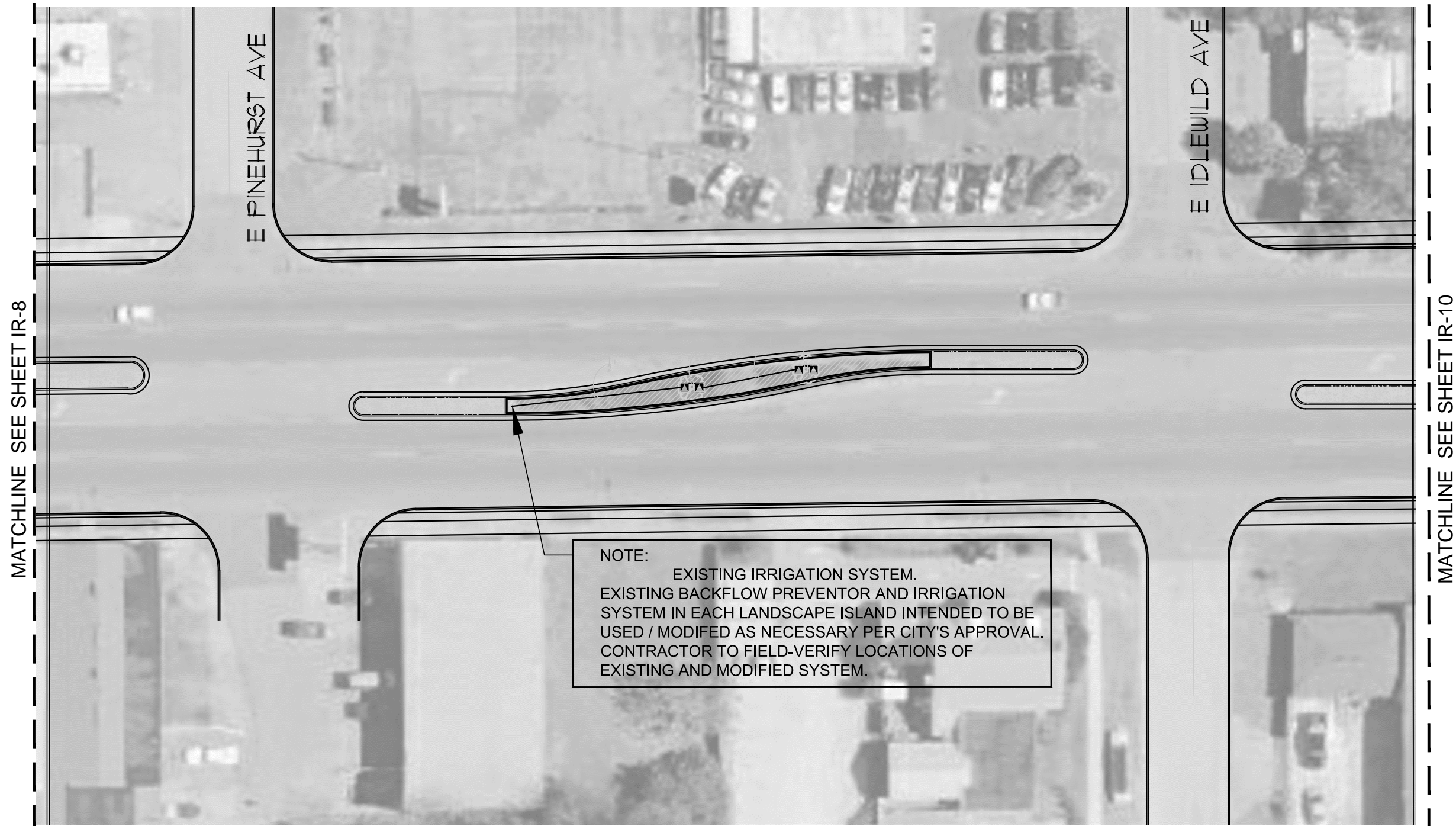


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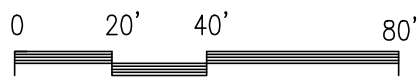
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-  PINK CRAPE MYRTLE
-  CABBAGE PALM
- BLUE PACIFIC JUNIPER
- KNOCKOUT ROSE
- INDIAN HAWTHORN
- DWARF YAUPON HOLLY
- DWARF WALTER'S VIBURNUM
- PERENNIAL PEANUT
- BILLBOARD VIEW ZONE
-  CLEAR SIGHT LINE



NOTE:
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MATCHLINE SEE SHEET IR-8

MATCHLINE SEE SHEET IR-10

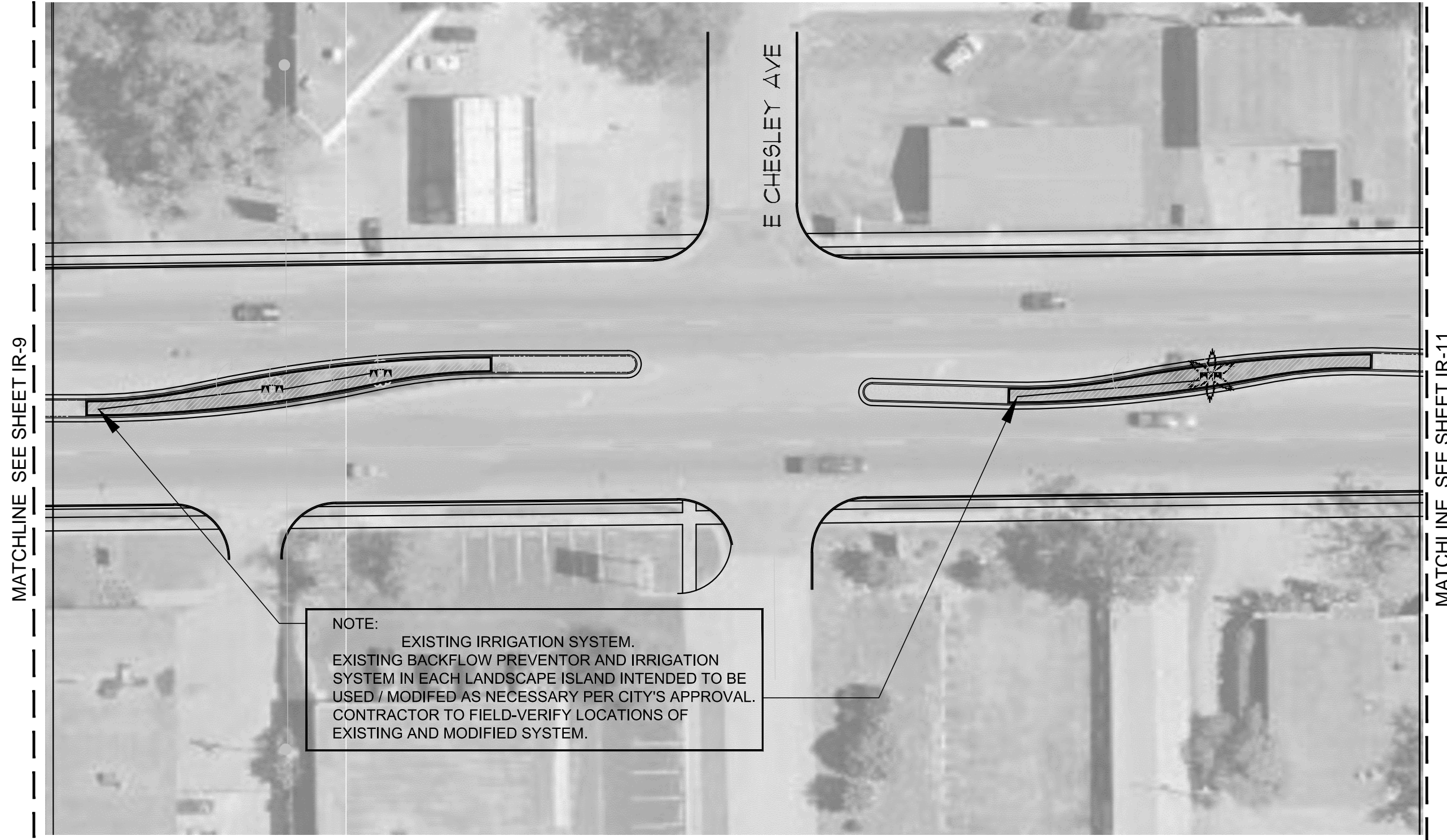


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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJ. ID.		IR-9
						SR 19	LAKE	433807-1-74-01	61		

LEGEND:

SEE SHEET IR-2 FOR IRRIGATION SCHEDULE.



NOTE:
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MATCHLINE SEE SHEET IR-9

MATCHLINE SEE SHEET IR-11

E CHESLEY AVE



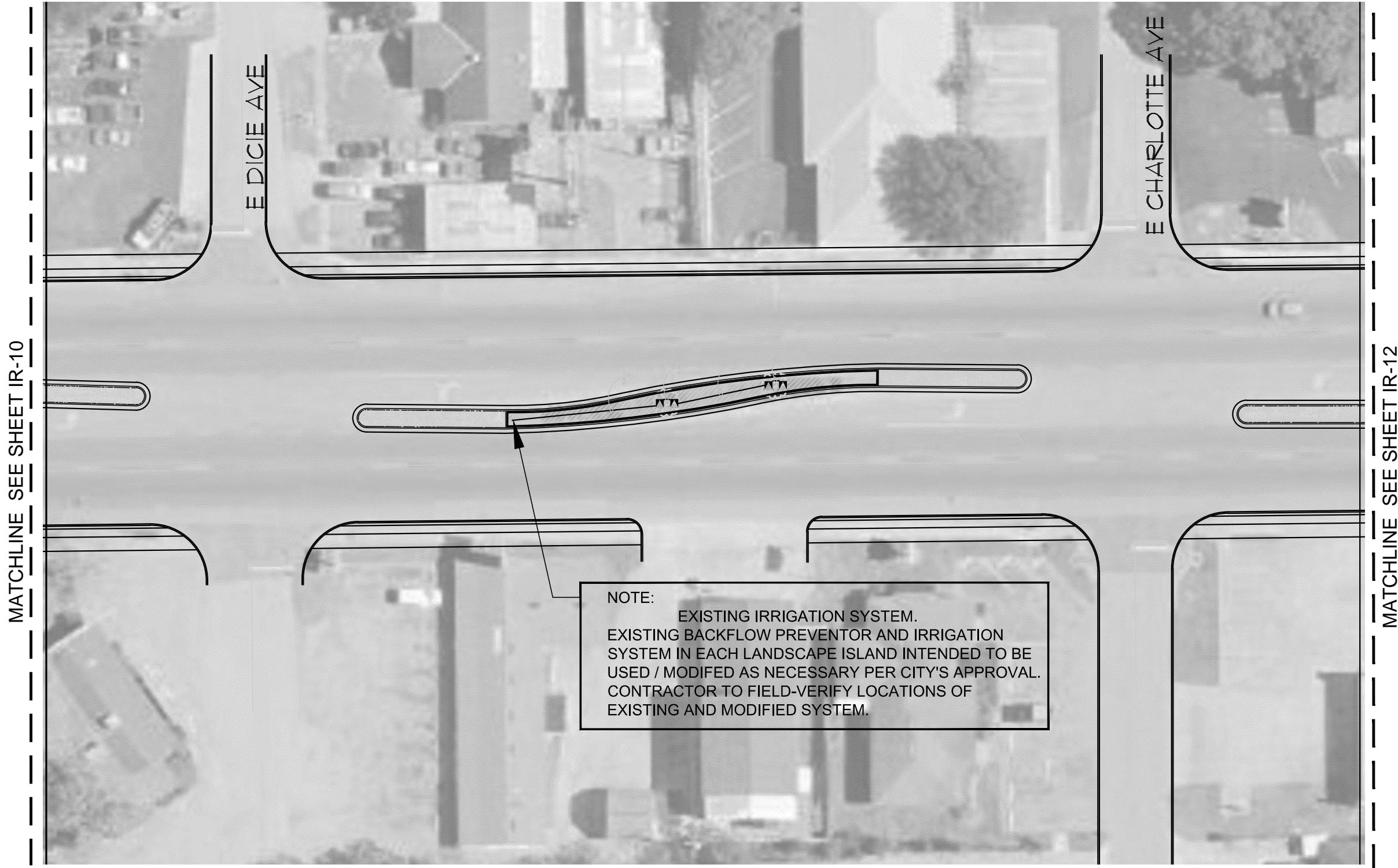
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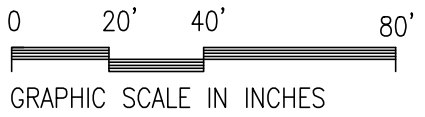
REVISIONS						 SMITH + MURRAY STUDIOS, INC. 942 FREMONT AVENUE WINTER PARK, FLORIDA 32789 Ph (407) 647-8070 www.smithmurraystudios.com <small>Certificate of Authorization: LC26000428 Vendor No.: 90-0497639</small> RAMON V. MURRAY, RLA FLORIDA REG. RLA #0001383	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IRRIGATION PLAN	SHEET NO. IR-10
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJ. ID.		
							SR 19	LAKE	433807-1-74-01	62	

LEGEND:

SEE SHEET IR-2 FOR IRRIGATION SCHEDULE.



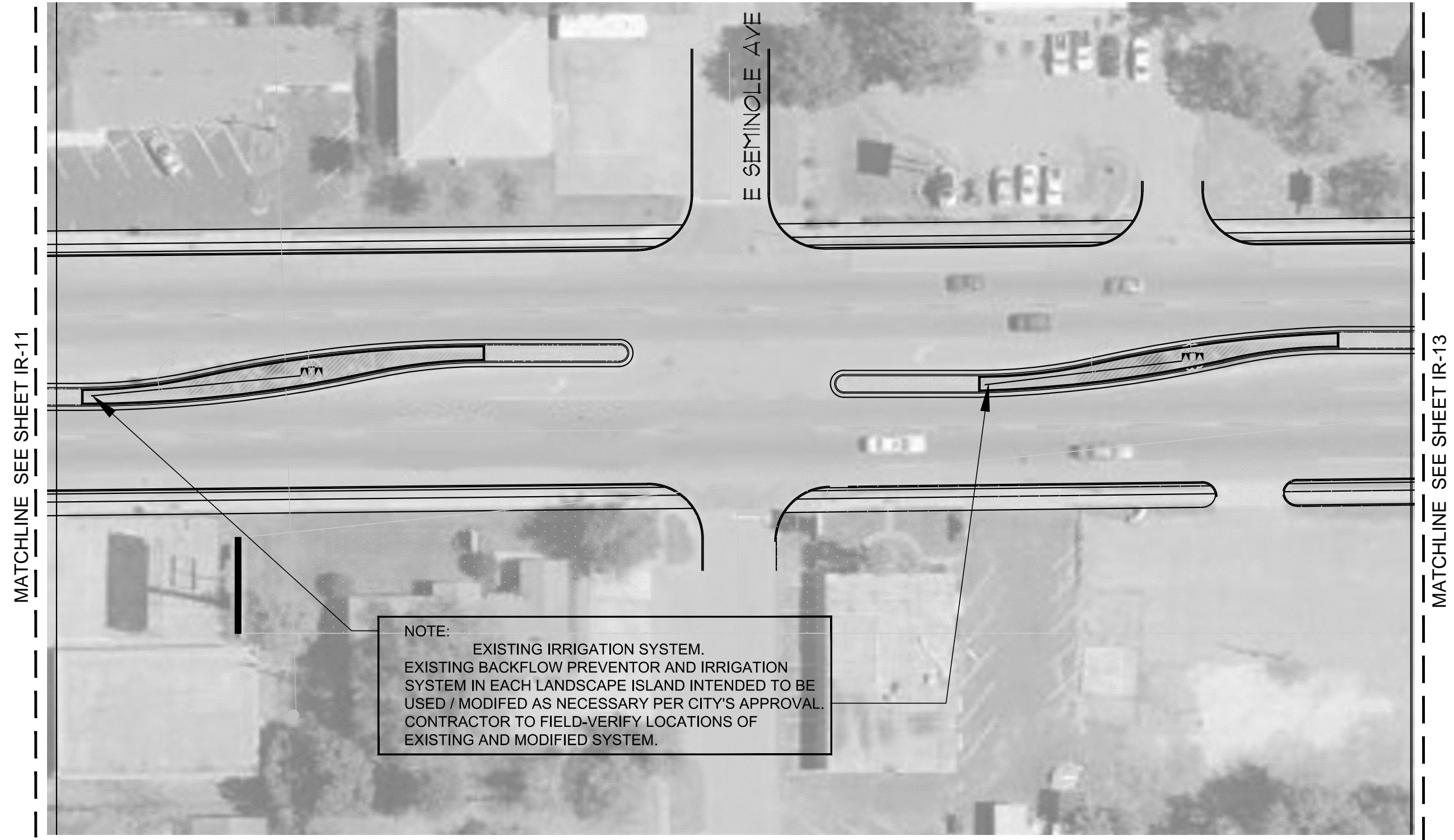
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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJ. ID.		
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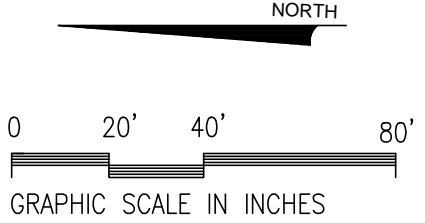
SEE SHEET IR-2 FOR IRRIGATION SCHEDULE.



NOTE:
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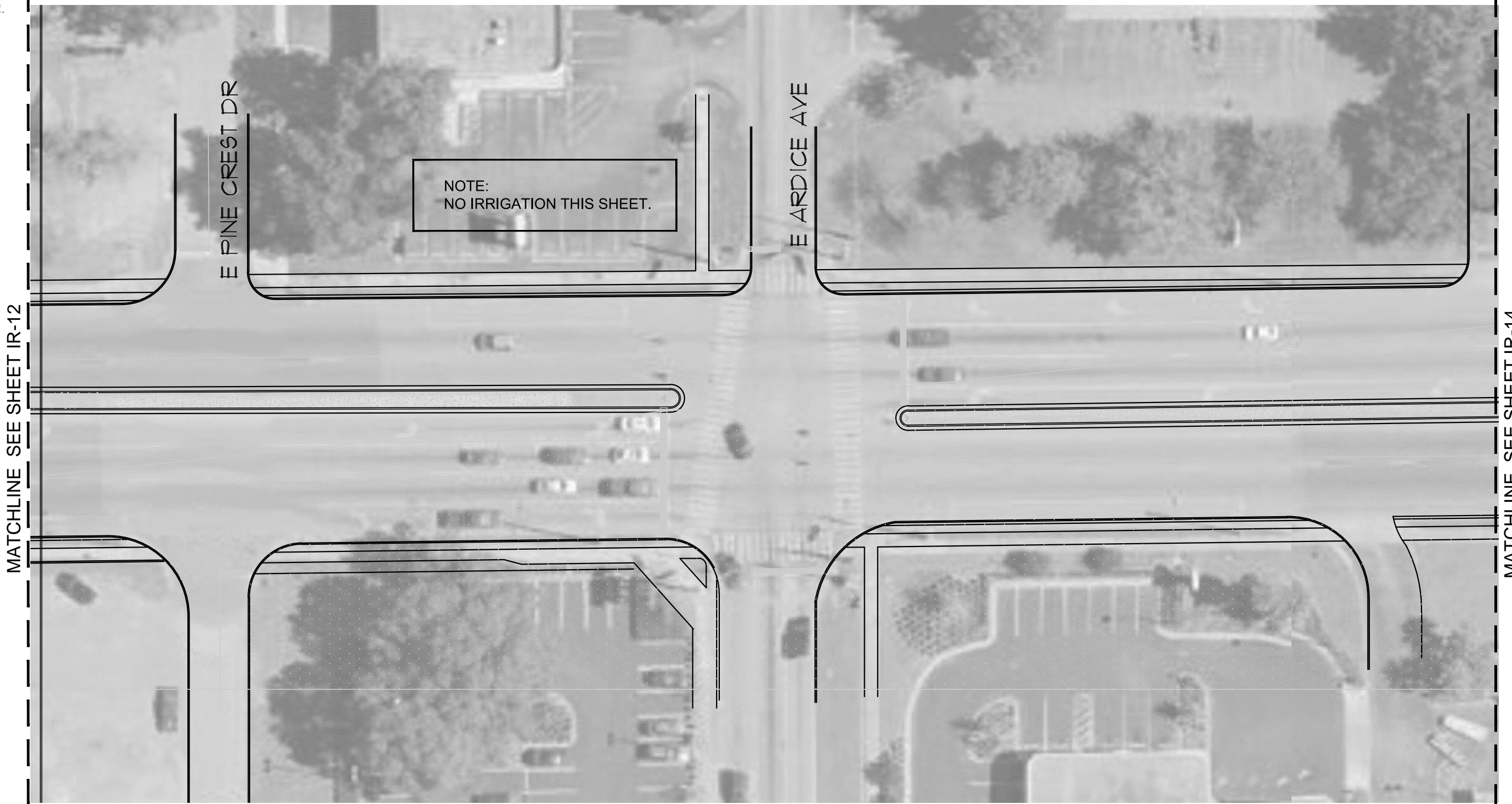
MATCHLINE SEE SHEET IR-11

MATCHLINE SEE SHEET IR-13



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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJ. ID.		IR-12
						SR 19	LAKE	433807-1-74-01	64		

LEGEND:
SEE SHEET IR-2 FOR
IRRIGATION SCHEDULE.



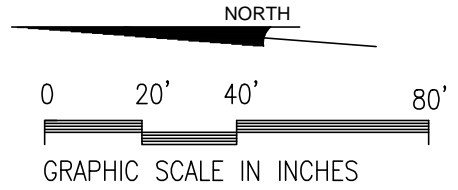
NOTE:
NO IRRIGATION THIS SHEET.

MATCHLINE SEE SHEET IR-12

MATCHLINE SEE SHEET IR-14

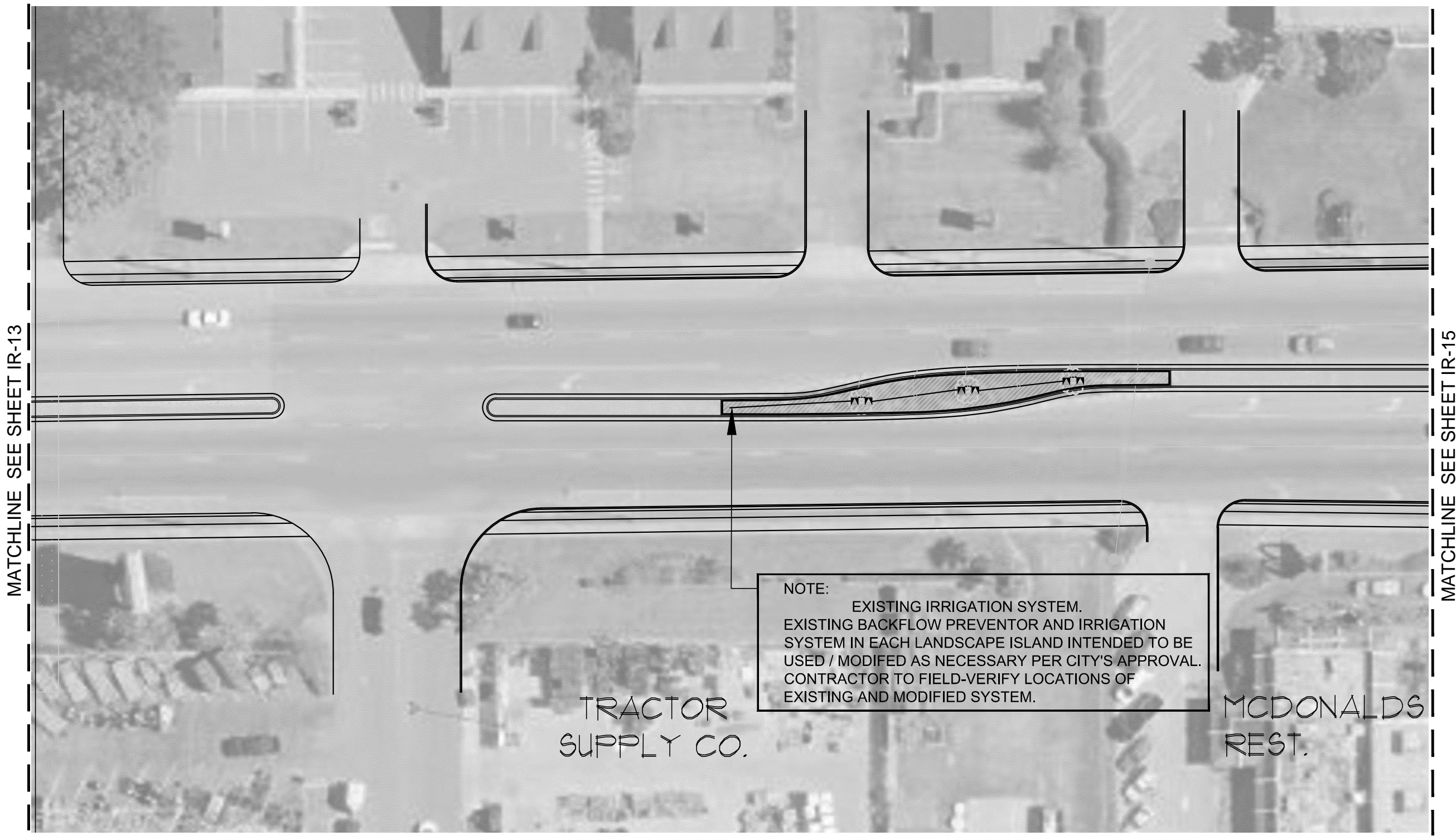
E PINE CREST DR

E ARDICE AVE



REVISIONS						 SMITH + MURRAY STUDIOS, INC. 942 FREMONT AVENUE WINTER PARK, FLORIDA 32789 Ph (407) 647-8070 www.smithmurraystudios.com <small>Certificate of Authorization: LC26000428 Vendor No.: 90-0497639</small> RAMON V. MURRAY, RLA FLORIDA REG. RLA #0001383	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IRRIGATION PLAN	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJ. ID.		IR-13
						SR 19	LAKE	433807-1-74-01	65		

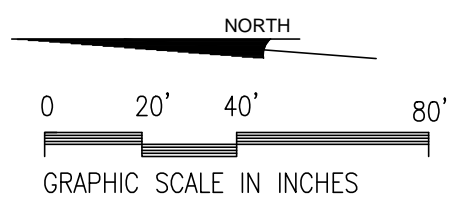
LEGEND:
SEE SHEET IR-2 FOR IRRIGATION SCHEDULE.



NOTE:
EXISTING IRRIGATION SYSTEM.
EXISTING BACKFLOW PREVENTOR AND IRRIGATION SYSTEM IN EACH LANDSCAPE ISLAND INTENDED TO BE USED / MODIFIED AS NECESSARY PER CITY'S APPROVAL.
CONTRACTOR TO FIELD-VERIFY LOCATIONS OF EXISTING AND MODIFIED SYSTEM.

TRACTOR SUPPLY CO.

MCDONALDS REST.



REVISIONS						SM studios SMITH + MURRAY STUDIOS, INC. 942 FREMONT AVENUE WINTER PARK, FLORIDA 32789 Ph (407) 647-8070 www.smithmurraystudios.com Certificate of Authorization: LC26000428 Vendor No.: 90-0497639 RAMON V. MURRAY, RLA FLORIDA REG. RLA #0001383	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IRRIGATION PLAN	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJ. ID.		IR-14
						SR 19	LAKE	433807-1-74-01	66		

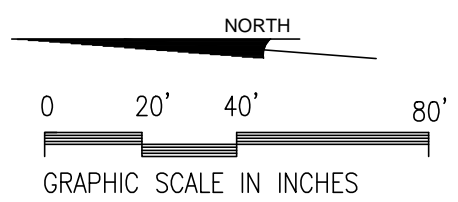
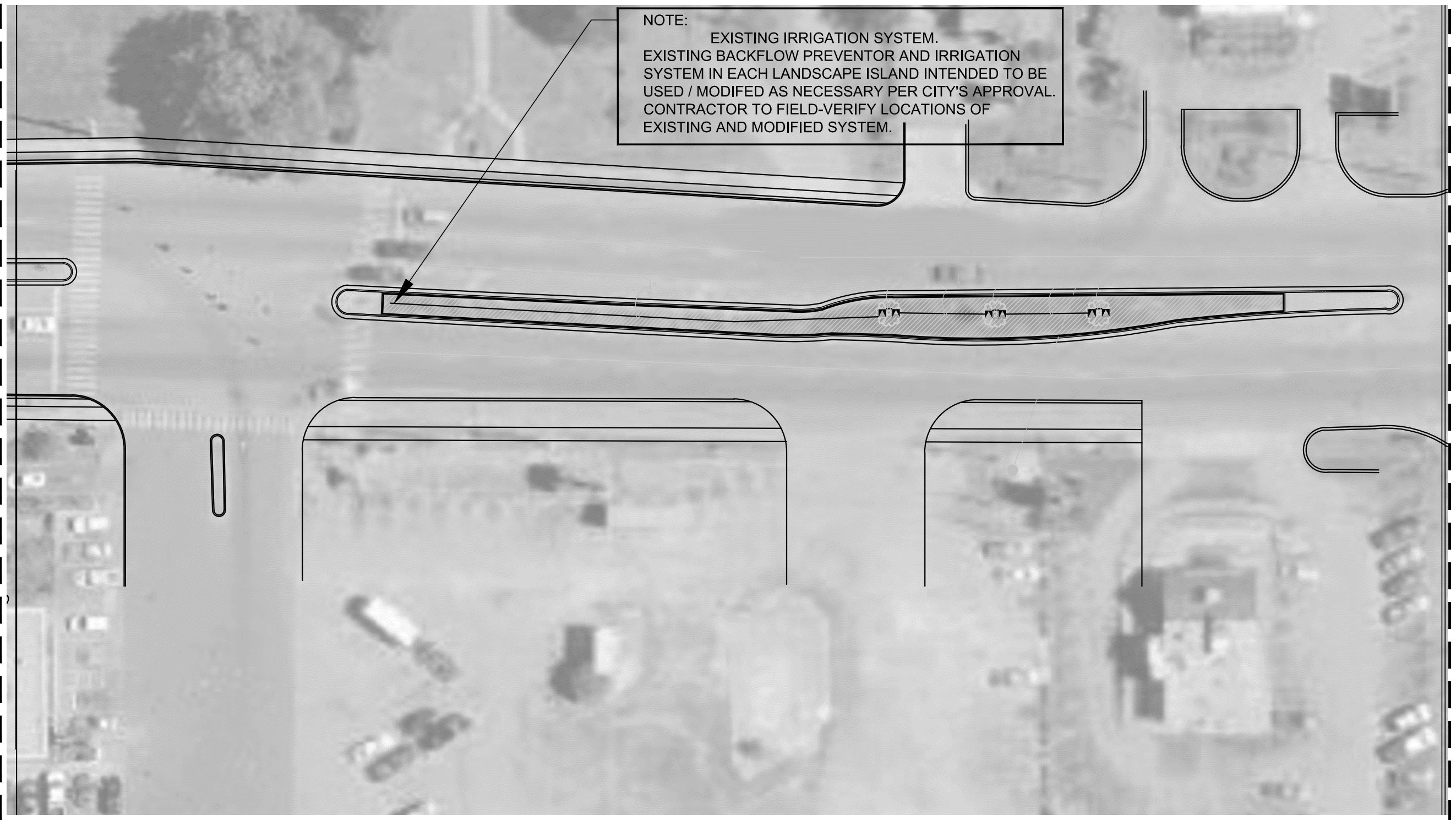
LEGEND:

SEE SHEET IR-2 FOR IRRIGATION SCHEDULE.

NOTE:
 EXISTING IRRIGATION SYSTEM.
 EXISTING BACKFLOW PREVENTOR AND IRRIGATION SYSTEM IN EACH LANDSCAPE ISLAND INTENDED TO BE USED / MODIFIED AS NECESSARY PER CITY'S APPROVAL. CONTRACTOR TO FIELD-VERIFY LOCATIONS OF EXISTING AND MODIFIED SYSTEM.

MATCHLINE SEE SHEET IR-14

MATCHLINE SEE SHEET IR-16



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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 FLORIDA REG. RLA #0001383

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJ. ID.
SR 19	LAKE	433807-1-74-01

IRRIGATION PLAN

SHEET NO.	67
IR-15	67

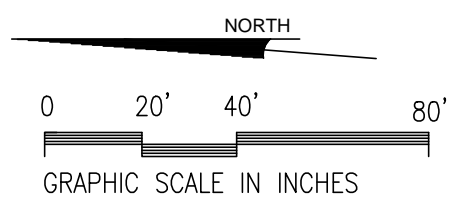
LEGEND:

SEE SHEET IR-2 FOR IRRIGATION SCHEDULE.

MATCHLINE SEE SHEET IR-15

ASHFORD AVE.

NOTE:
NO IRRIGATION THIS SHEET. PLANTINGS TO BE HAND-WATERED.



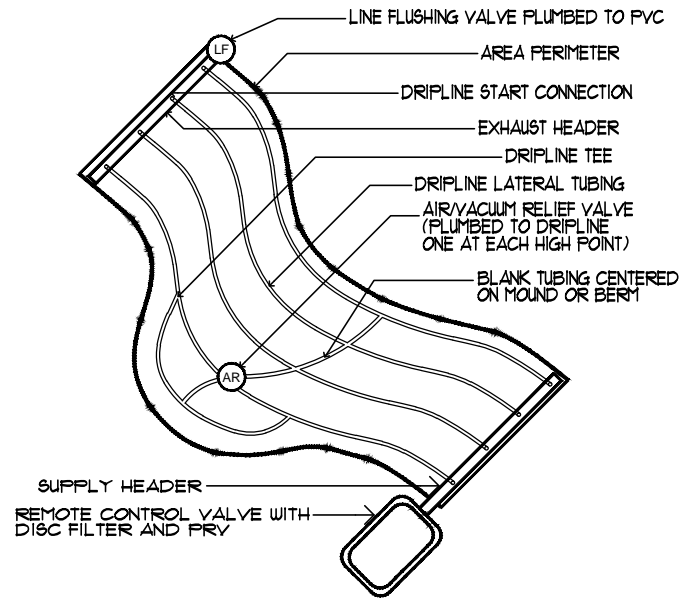
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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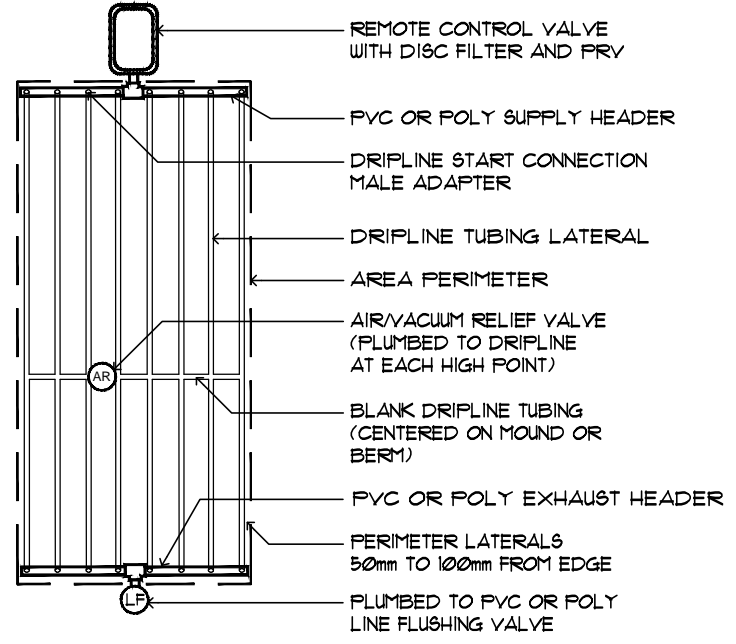
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJ. ID.
SR 19	LAKE	433807-1-74-01

IRRIGATION PLAN

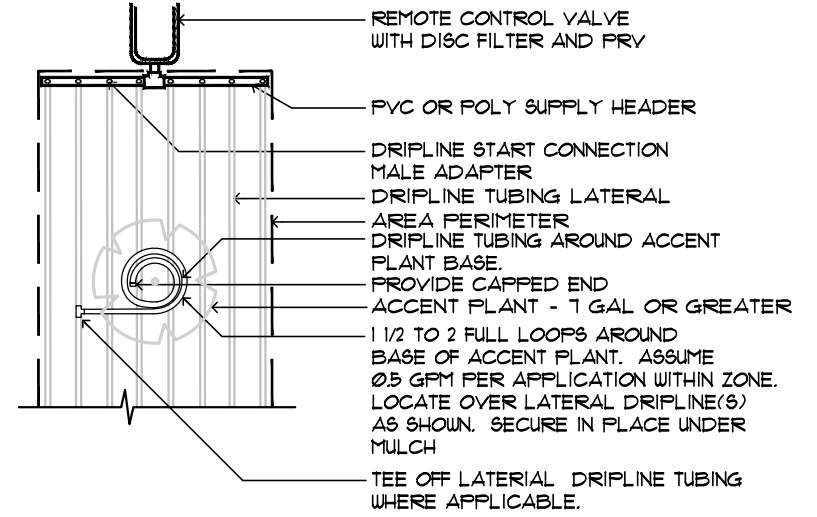
SHEET NO.	68
IR-16	68



IRREGULAR AREAS : ODD CURVES
SCALE: NTS

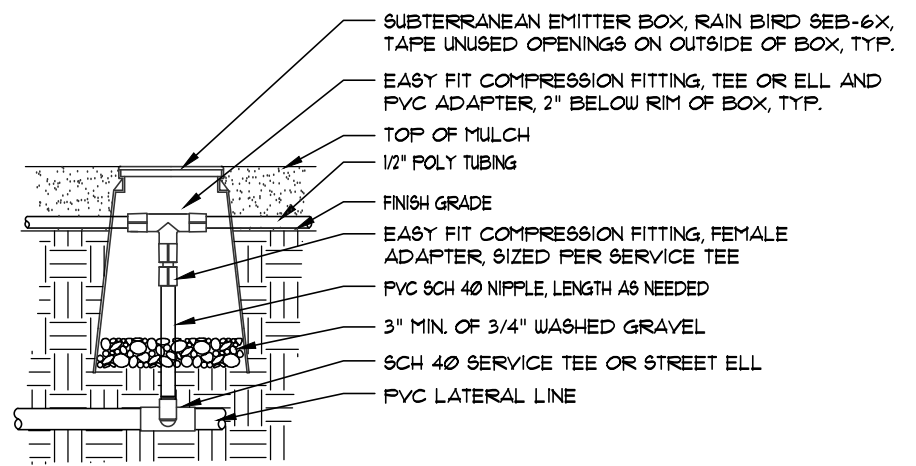


DRIPLINE END FEED LAYOUT
SCALE: NTS

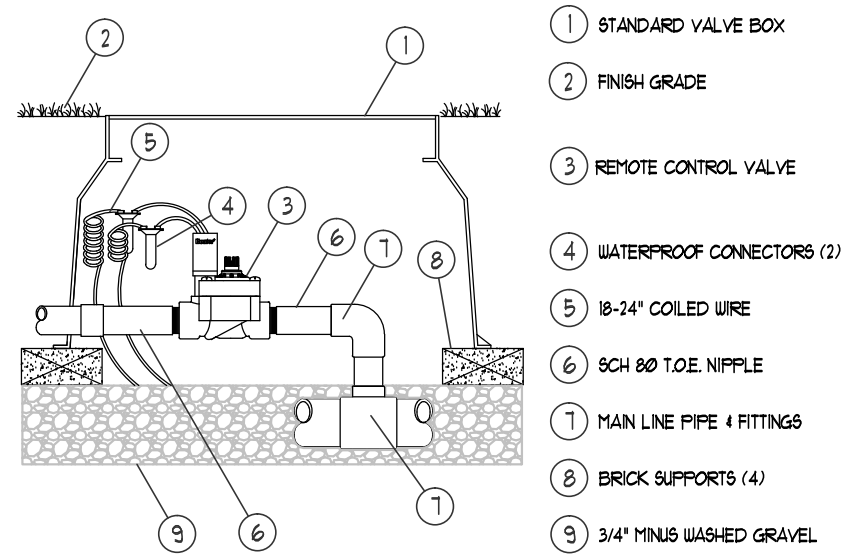


AS NOTED IN DETAIL: ACCENT PLANTS ARE 1 GALLON OR GREATER IN SIZE. THESE DO NOT INCLUDE TREE MATERIAL, WHICH WILL HAVE THEIR OWN FLOOD BUBBLER(S) AS SHOWN ON IRRIGATION PLAN

DRIPLINE APPLICATION AROUND ACCENT PLANTS
SCALE: NTS

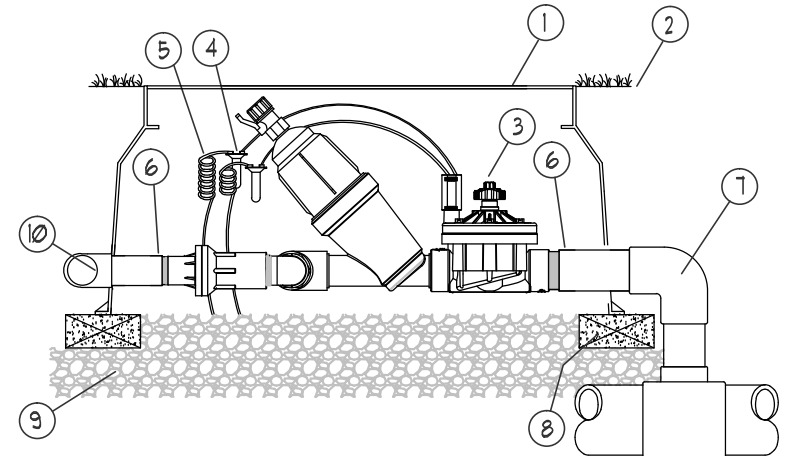


PVC - TO - POLY TUBING CONNECTION
SCALE: NTS



- 1 STANDARD VALVE BOX
- 2 FINISH GRADE
- 3 REMOTE CONTROL VALVE
- 4 WATERPROOF CONNECTORS (2)
- 5 18-24" COILED WIRE
- 6 SCH 80 T.O.E. NIPPLE
- 7 MAIN LINE PIPE & FITTINGS
- 8 BRICK SUPPORTS (4)
- 9 3/4" MINUS WASHED GRAVEL

HUNTER PGV ELECTRIC GLOBE VALVE
RESIDENTIAL / LIGHT COMMERCIAL
SCALE: NTS



- 1 SUPER JUMBO VALVE BOX
- 2 FINISH GRADE
- 3 DRIP ZONE KIT
- 4 WATERPROOF CONNECTORS (2)
- 5 18-24" COILED WIRE
- 6 SCH 80 T.O.E. NIPPLE
- 7 MAIN LINE PIPE & FITTINGS
- 8 BRICK SUPPORTS (1)
- 9 3/4" MINUS WASHED GRAVEL
- 10 LATERAL PIPE AND FITTINGS

HUNTER ICZ-101-40 DRIP CONTROL KIT
SCALE: NTS

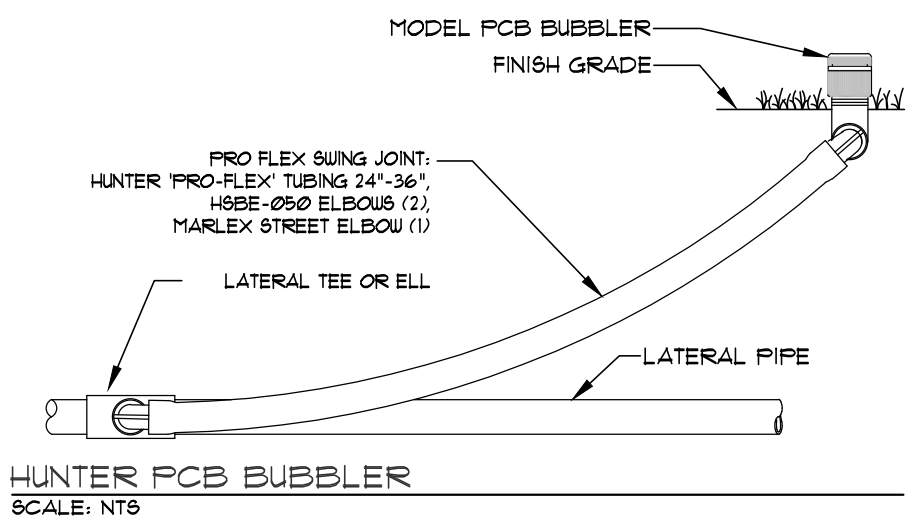
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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 Certificate of Authorization: LC26000426
 Vendor No.: 90-0497639
 RAMON V. MURRAY, RLA
 FLORIDA REG. RLA #0001383

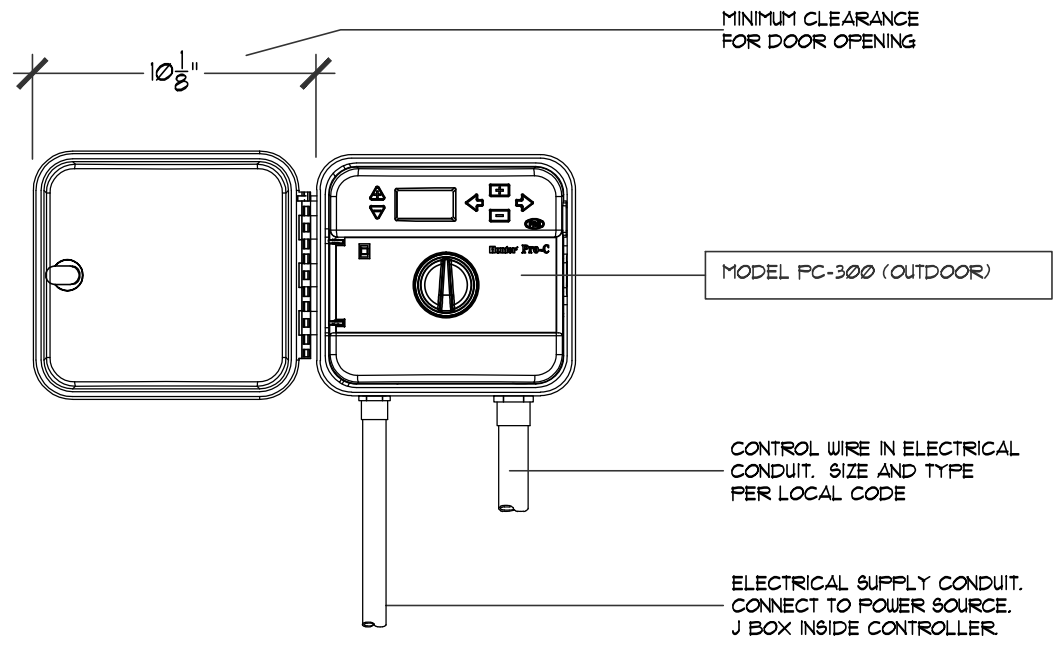
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJ. ID.
SR 19	LAKE	433807-1-74-01

IRRIGATION DETAILS

SHEET NO. IR-17	69
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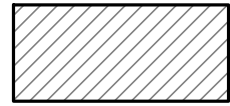
HUNTER PCB BUBBLER
SCALE: NTS



***NOTE:**
MOUNT CONTROLLER WITH LCD SCREEN AT EYE LEVEL (WHERE POSSIBLE). CONTROLLER SHALL BE HARD-WIRED TO GROUND 110 VAC SOURCE. POWER SUPPLY BY FLORIDA CERTIFIED & LICENSED ELECTRICIAN. IRRIGATION CONTRACTOR TO COORDINATE LOCATION & POWER SUPPLY WITH CLIENT.

HUNTER PRO-C CONVENTIONAL FIXED STATION CONTROLLER
SCALE: NTS

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
▲	Hunter PCB	86				
	Area to Receive Dripline Hunter PLD-06-12 (12) Dripline with 0.6 GPH emitters, non-draining, pressure compensating, at 12" O.C., and row spacing at 12" O.C., off-set emitters for triangular spacing.					Contractor to verify per plans
	Irrigation Lateral Line: PVC Class 160 SDR 21					x l.f.

*CONTRACTOR RESPONSIBLE FOR HIS OWN TAKE-OFFS

IRRIGATION NOTES:

- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR:
 1. FOLLOWING ALL APPLICABLE CODES AND REGULATIONS CONCERNING THE WORK, WHETHER THEY ARE IMPLIED OR STIPULATED IN THE CONSTRUCTION DOCUMENTS.
 2. REPORTING AND REPAIRING ANY DAMAGE CAUSED BY HIS WORK OR ACTIONS.
 3. MAINTAINING THE JOBSITE IN A CLEAN, PROFESSIONAL AND WORKMANLIKE MANNER.
 4. COORDINATION WITH ALL OTHER ASPECTS OF THE JOB AFFECTING THE FINISHED CHARACTER, INCLUDING ADJUSTMENTS TO HEAD AND PIPE LOCATIONS IF REQUIRED.
 5. COMPLETING THE WORK IN A CONTINUOUS AND FLUID MANNER UNTIL IT IS COMPLETE, FROM SITE PREPARATION THROUGH FINAL WALK THROUGH AND TURNOVER.
 6. REVIEWING THE SITE AS A WHOLE TO DETERMINE IF ANY ASPECTS OF THE PLAN(S) PRESENT A CONFLICT WITH THE SITE CONDITIONS. ANY CONFLICTS SHALL BE BROUGHT TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
 7. OBSERVING AND REPORTING ANY CONDITIONS WHICH WOULD AFFECT THE PERFORMANCE OF THE IRRIGATION SYSTEM(S) TO INCLUDE WATER QUALITY.
- B. THE SCOPE OF WORK SHALL INCLUDE:
 1. PROVIDING A DESIGN/BUILD IRRIGATION SYSTEM BASED ON THE PERFORMANCE SPECIFICATIONS AND DETAILS AS PROVIDED IN THE CONSTRUCTION DOCUMENTS.
 2. PRESENTATION OF SUBMITTALS AND SAMPLES OF MATERIALS AS REQUIRED.
 3. SUBMITTAL OF A WRITTEN GUARANTEE INCLUDING ALL MANUFACTURER'S WARRANTIES.
 4. SUPPLYING OF MATERIAL OF THE SPECIFIED TYPE, SIZE, AND QUANTITY.
 5. PROVIDE A PROPERLY BALANCED IRRIGATION SYSTEM WHICH DELIVERS ADEQUATE WATER TO THE IRRIGATED AREAS WITHOUT APPLYING ANY WATER TO IMPERVIOUS AREAS.
- C. THE LANDSCAPE ARCHITECT IS RESPONSIBLE FOR INSURING THAT THE WORK MEETS ALL REQUIREMENTS AS OUTLINED IN THE SPECIFICATIONS AND PLANS, IMPLIED OR STIPULATED. ANY WORK THAT DOES NOT MEET SAID REQUIREMENTS IS SUBJECT TO REPLACEMENT BY THE CONTRACTOR AT THEIR OWN COST.
- D. IRRIGATION SHALL BE IN ACCORDANCE WITH THE CITY OF EUSTIS LAND DEVELOPMENT CODE,

REVISIONS						SM studios SMITH + MURRAY STUDIOS, INC. 942 FREMONT AVENUE WINTER PARK, FLORIDA 32789 Ph (407) 647-8070 www.smithmurraystudios.com Certificate of Authorization: LC26000426 Vendor No.: 90-0497639 RAMON V. MURRAY, RLA FLORIDA REG. RLA #0001383	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IRRIGATION SCHEDULE AND NOTES	SHEET NO. IR-18
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJ. ID.		
						SR 19	LAKE	433807-1-74-01		70	

Maintenance plan

The city has a contract with Helping Hands to mow, weed it and trim the islands 18 times a year. The city also runs the irrigation systems on the islands: 2 to 3 times a week depending on the season. Public Works conducts weekly inspections of the island.

Helping Hands/City of Eustis Public Works will ensure the islands are maintained with site line requirements

Helping Hands will installing the new plants and mulch in the island. Initial water maybe needed after planting to ensure their survival.

EXHIBIT C
MAINTENANCE PLAN

All landscaping shall be maintained in accordance with Rule Chapter 14-40, FAC, the Landscape Construction and Maintenance Memorandum of Agreement, Landscape Plans, and the FDOT Standard Plans.

EXHIBIT C-1

Maintenance Plan

The City has a contract with Helping Hands to mow, weed and trim the islands 18 times a year. The City also runs the irrigation systems on the islands 2 to 3 times a week depending on the season. Public Works conducts weekly inspections of the island.

Helping Hands/City of Eustis Public Works will ensure the islands are maintained with site line requirements.





Helping Hands will install the new plants and mulch in the island. Initial watering will be needed after planting to ensure their survival.

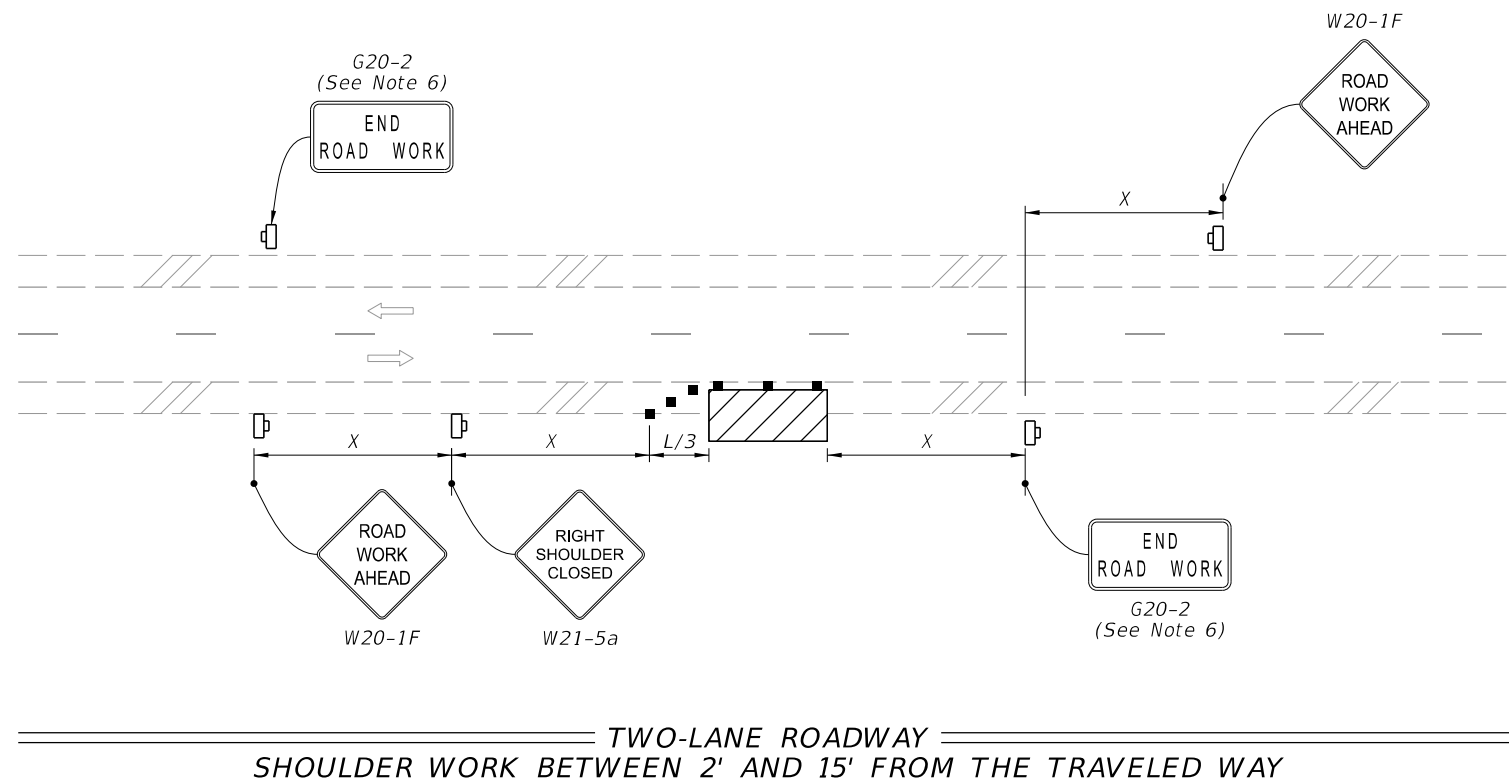
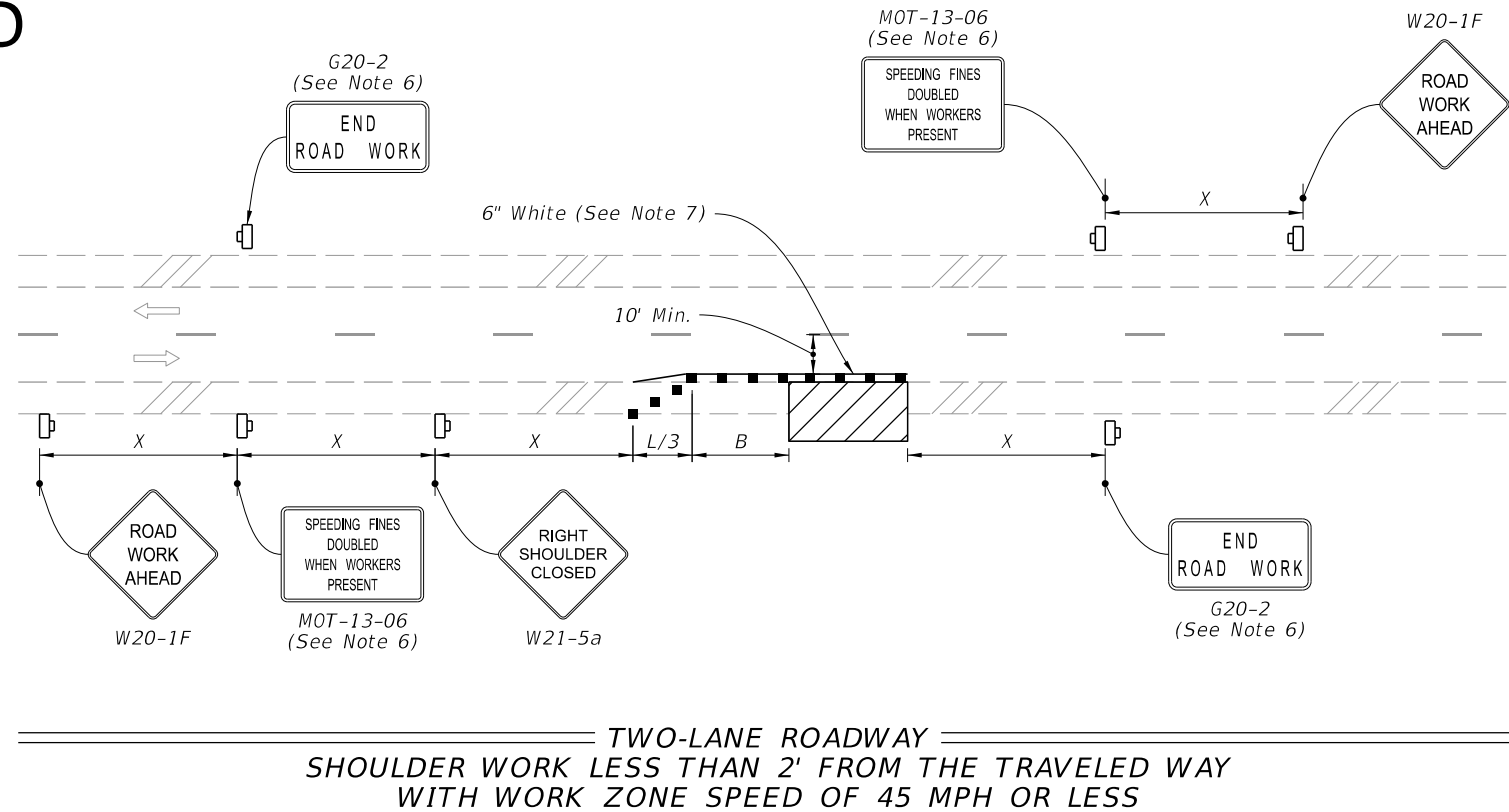
EXHIBIT D

NOTE:

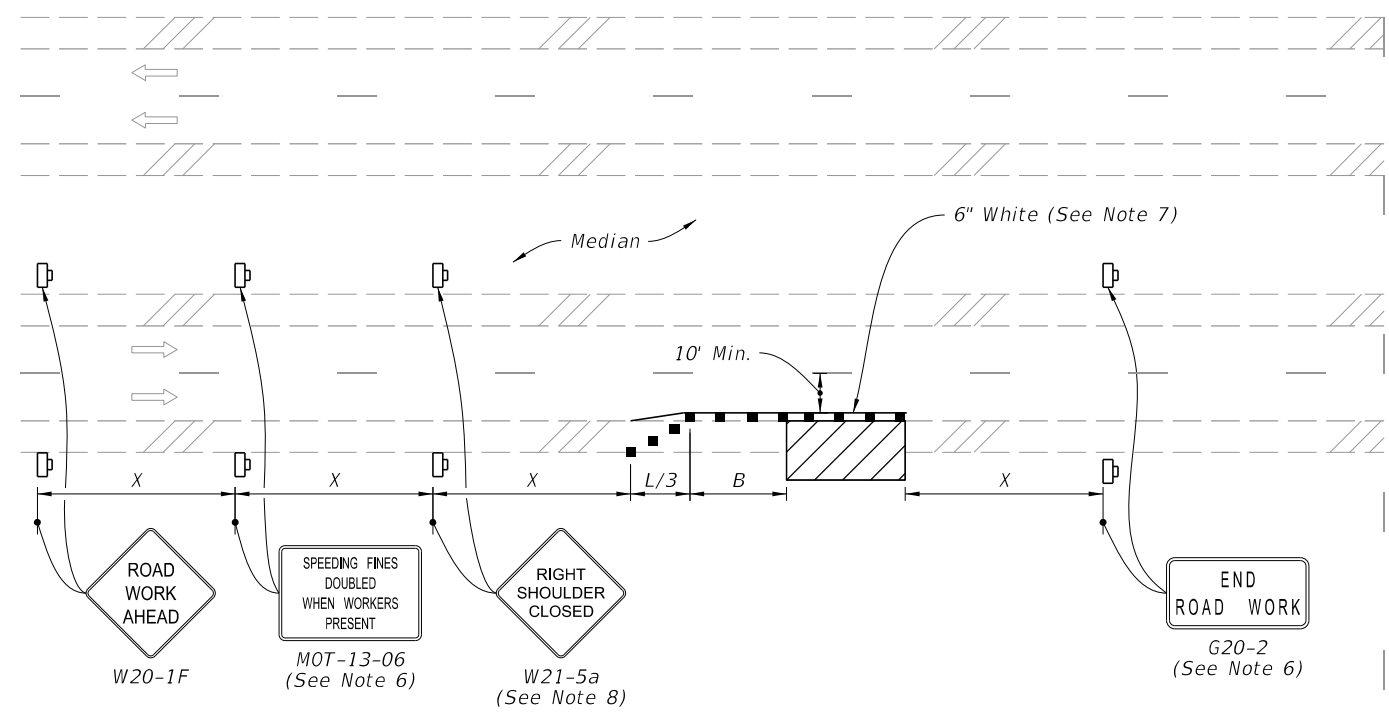
1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.
2. L = Taper Length
X = Work Zone Sign Spacing
B = Buffer Length
See Index 102-600 for "L", "X", "B", and channelizing device spacing values.
3. Where work activities are between 2' and 15' from the edge of traveled way, the Engineer may omit signs and channelizing devices for work operations 60 minutes or less.
4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.
5. For work less than 2' from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.
6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the work operation is in place for 24 hours or less.
7. Temporary pavement markings may be omitted when the work operation is in place for 3 days or less.
8. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median.
9. When there is no paved shoulder, the "Worker" sign (W21-1) may be used instead of the "Shoulder Closed" sign (W21-5a).

SYMBOLS:

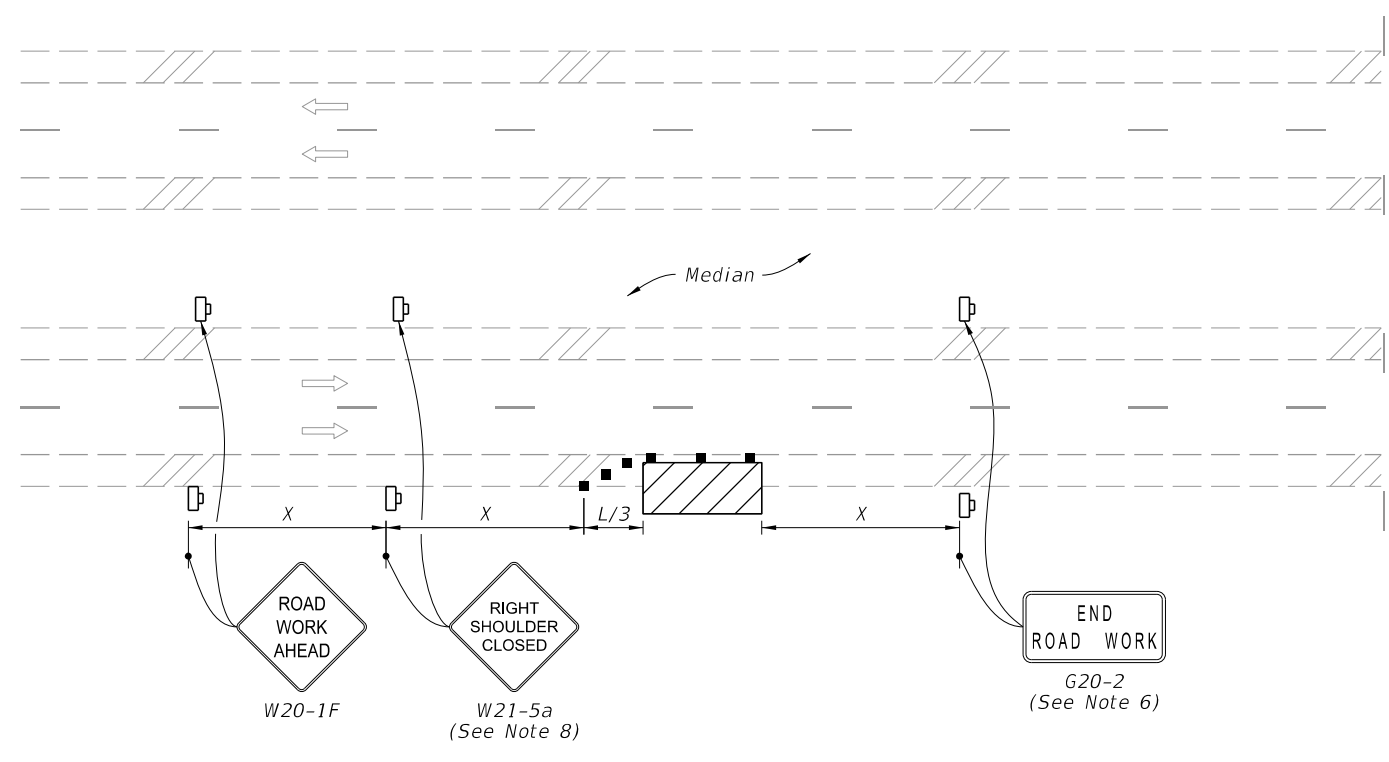
-  Work Area
-  Channelizing Device (See Index 102-600)
-  Work Zone Sign
-  Lane Identification and Direction of Traffic




2/2/2023 10:33:35 AM



MULTILANE ROADWAY
 SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
 WITH WORK ZONE SPEED OF 45 MPH OR LESS



MULTILANE ROADWAY
 SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

- SYMBOLS:**
-  Work Area
 -  Channelizing Device (See Index 102-600)
 -  Work Zone Sign
 -  Lane Identification and Direction of Traffic

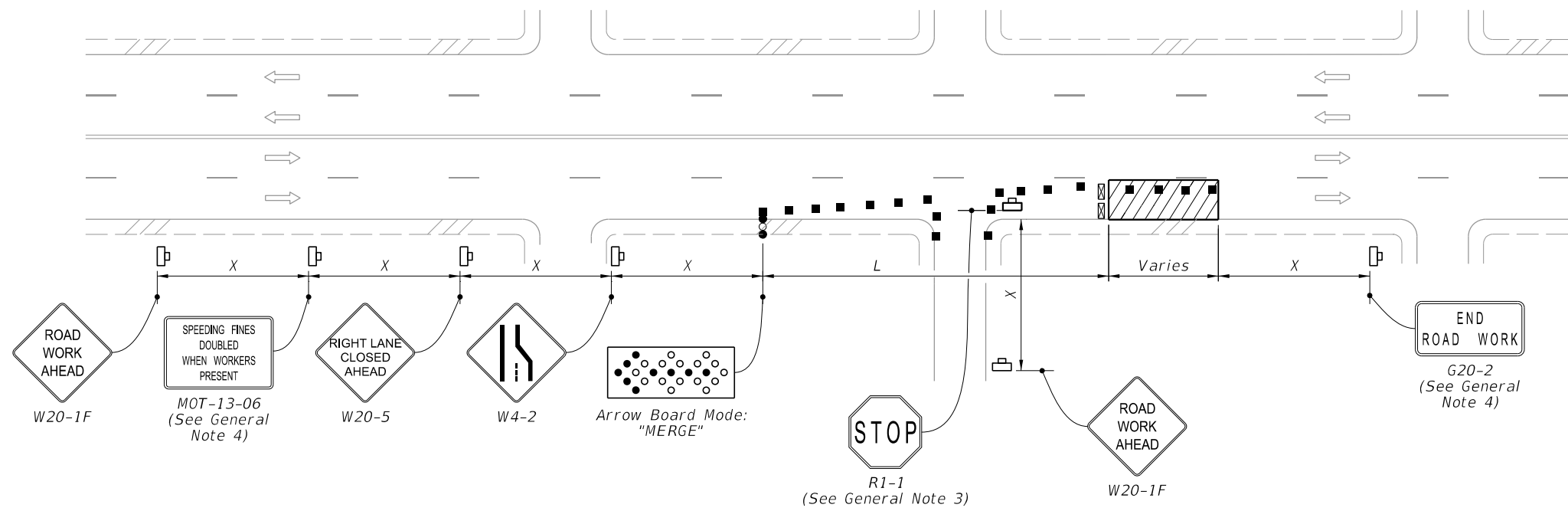
2/2/2023 10:33:38 AM

NOTE:

Confine work operations to the following lane or lane combinations:

- a. Outside travel lane
- b. Outside auxiliary lane
- c. Outside travel lane and adjoining auxiliary lane
- d. Inside travel lane
- e. Inside auxiliary lane
- f. Inside travel lane and adjoining auxiliary lane

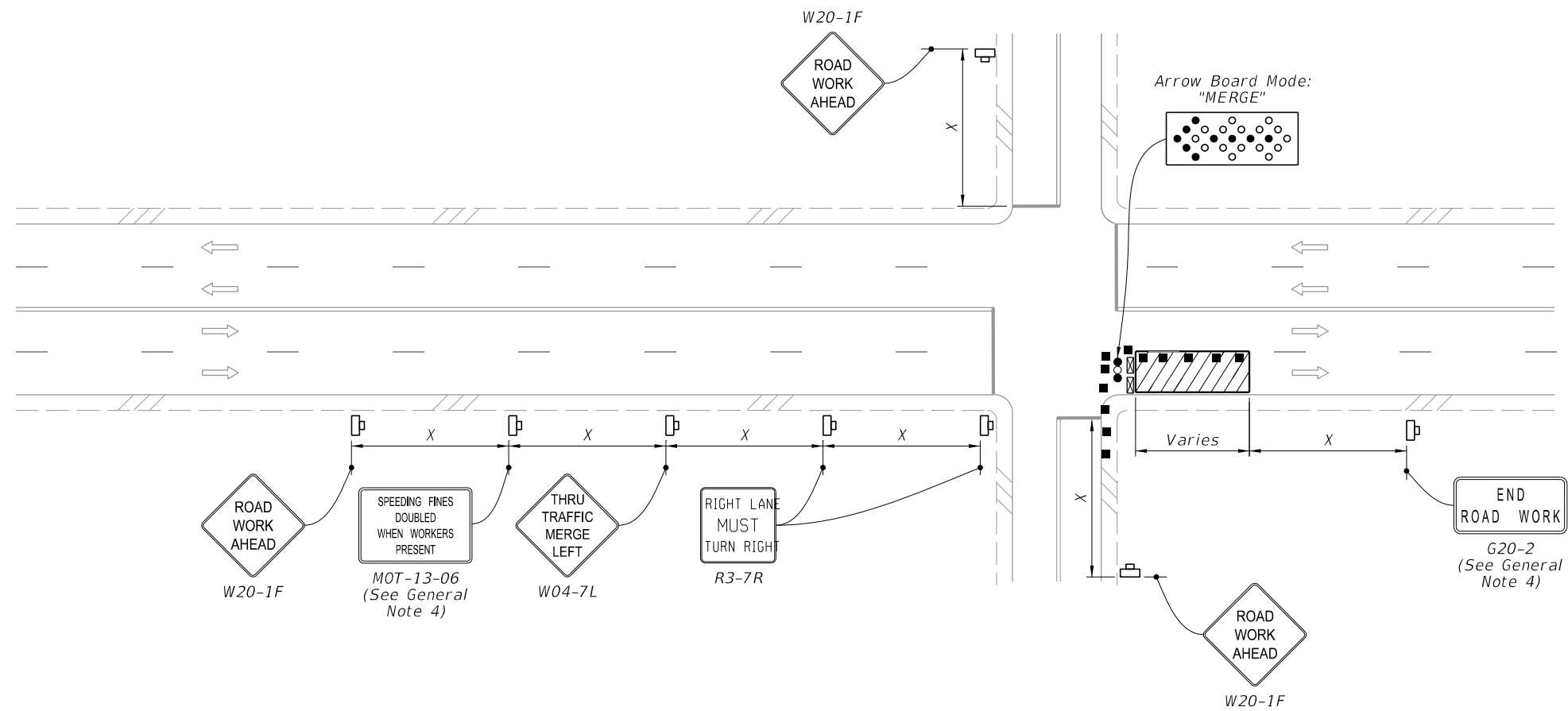
If the work area is confined to an auxiliary lane, the work area must be barricaded. Replace the RIGHT (LEFT) LANE CLOSED AHEAD signs with ROAD WORK AHEAD signs, and omit the merge symbol signs and arrow board.



RIGHT LANE CLOSED ON FAR SIDE OF MINOR SIDE STREET

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Type III Barricade
- Arrow Board
- Stop Bar
- Lane Identification and Direction of Traffic



RIGHT LANE CLOSED ON FAR SIDE OF INTERSECTION WITH SIGNIFICANT RIGHT TURNING MOVEMENTS

11/1/2022 1:39:11 PM



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: February 1, 2024

RE: Resolution Number 24-18: Lake County Request for Traffic Signal and School Flashers Cloud Service Upgrade

Introduction:

Resolution Number 24-18 authorizes the City Manager to approve Lake County's request to upgrade ten (10) School Flashers and four (4) Traffic Signals to a cloud service over the next three years.

Background:

The City of Eustis approved an Interlocal Agreement with Lake County for traffic signal maintenance at the October 17, 2013, City Commission meeting. The agreement requires periodic adjustments to update the ownership and maintenance records between the City of Eustis, Lake County, and the Florida Department of Transportation (FDOT).

On January 5, 2016, the City approved Resolution Number 16-05 which included a contract amendment with Lake County Public Works covering additional reporting requirements and maintenance criteria from the FDOT, which included an adjustment in fees per signals on the FDOT system. This signed agreement, dated January 5th, 2016, paragraph 5C, references the City's responsibilities for all other operational costs associated with traffic signals, flashing beacons, warning flashers, or school flashers.

Currently, Lake County is adding wireless devices to County-owned traffic signals and converting County-owned school flashers to cloud service. These changes will replace the old technology and allow the County to continue using monitoring devices from their Traffic Operations Department office; diagnosing issues before driving to the site; or make school flasher time changes upon request, all within only a few minutes. This improves and reduces costs significantly, allowing the County to provide high quality maintenance service for the traffic devices.

The County is requesting the City to budget for four (4) Traffic signals and five (5) School Flashers over the next three-years. Refer to the breakdown of the costs, and the table below:

- The upgrade for the four (4) Traffic Signals will have a \$400 one-time cost and a yearly cost of \$450.00 each.
- The upgrade of the five (5) school flashers will include a price of \$2,506.00 with 5-years of cloud service. The City currently has fourteen (14) School Flashers, which five (5) will be upgraded for Fiscal Year 2025/26, five (5) School Flashers will be upgraded in Fiscal Year 2026/27, and the remaining four (4) School Flashers will be upgraded in Fiscal Year 2027/28.

Fiscal Year 2025/26					
Type	No. of Traffic Signal Devices	One Time	Annual	One Time Total	Annual Total
Traffic Signals	4	\$ 400.00	\$ 450.00	\$ 1,600.00	\$ 1,800.00
School Flashers*	5	\$ 2,506.00	\$ 0.00	\$ 12,530.00	\$ 0.00
Fiscal Year 2025 Total				\$ 14,130.00	\$ 1,800.00
Fiscal Year 2026/27					
Type	No. of Traffic Signal Devices	One Time	Annual	One Time Total	Annual Total
Traffic Signals	4	\$ 0.00	\$ 450.00	\$ 0.00	\$ 1,800.00
School Flashers*	5	\$ 2,506.00	\$ 0.00	\$ 12,530.00	\$ 0.00
Fiscal Year 2026 Total				\$ 12,530.00	\$ 1,800.00
Fiscal Year 2027/28					
Type	No. of Traffic Signal Devices	One Time	Annual	One Time Total	Annual Total
Traffic Signals	4	\$ 0.00	\$ 450.00	\$ 0.00	\$ 1,800.00
School Flashers*	4	\$ 2,506.00	\$ 0.00	\$ 10,024.00	\$ 0.00
Fiscal Year 2027 Total				\$ 10,024.00	\$ 1,800.00

* Five Year Cloud Service Plan

The County’s request to upgrade these traffic signals requires the City of Eustis to budget additional funds: \$15,930 for FY 2025/26, \$14,330 for FY 2026/27, and \$11,824 for FY 2027/28.

Recommended Action:

Staff recommends approval of Resolution Number 24-18

Policy Implications:

n/a

Alternatives:

There is no alternative to approving the agreement, because FS 316.006(a) states that municipalities have original jurisdiction over all traffic signals, whether for installation, maintenance, replacement, or otherwise, within their city limits. FS 316.006(c) allows the municipality to delegate its regulatory authority to the county by interlocal agreement, which occurred on November 7, 2001, between the City of Eustis and Lake County. In

addition, Resolution Number 16-05, which includes the signed agreement from January 5, 2016, outlines additional city responsibilities in paragraphs 4D, 5C, and 5D.

Budget/Staff Impact:

This Lake County request will impact Account Number 013-4120-541-30-46 which budgets the funds to pay Lake County for the Traffic Signal Maintenance fees. This will result in maintenance fee increases of \$15,930.00 for FY 2025/26; \$14,330.00 for FY 2026/27; and \$11,824 for FY 2027/28.

Prepared By:

Daniel Millan, Staff Engineer

Reviewed By:

Rick Gierok, Director of Public Works & Utilities
Sally Mayer, Administrative Assistant, Public Utilities

Attachments:

- Resolution Number 24-18
- Resolution Number 16-05

Available Upon Request:

- Amended Interlocal Agreement Between Lake County and City of Eustis
- Original Interlocal Agreement Between Lake County and City of Eustis (2001)
- Lake County Request Letter
- Eustis Signal List
- Lake County's Eustis Estimated Costs

RESOLUTION NUMBER 24-18**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE LAKE COUNTY'S REQUEST FOR TRAFFIC SIGNAL AND SCHOOL FLASHERS CLOUD SERVICE UPGRADE.**

WHEREAS, FS 316.006(a) states that municipalities have original jurisdiction over all traffic signals, whether for installation, maintenance, replacement, or otherwise, within their city limits; and

WHEREAS, FS 316.006(c) allows the municipality to delegate its regulatory authority to the county by interlocal agreement, which occurred on November 7, 2001, between the City of Eustis and Lake County and amended on October 17, 2013; and

WHEREAS, the agreement requires periodic adjustments to update the ownership and maintenance records between the City of Eustis, Lake County, and the Florida Department of Transportation (FDOT); and

WHEREAS, Lake County has requested approval to upgrade the Traffic Signal and School Flashers maintenance program with cloud services over the next three-years; and

WHEREAS, this upgrade will result in the City of Eustis' funding of additional maintenance fees for these cloud services.

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

- (1) That the City Manager is hereby authorized to approve this upgrade to include cloud services for enhancing the Traffic Signal and School Flashers maintenance program with Lake County;
- (2) The City Manager is hereby authorized to approve budget adjustments to accommodate the additional costs for future cloud services; and
- (3) That the Public Works Department is hereby authorized to pay the additional annual maintenance fees of \$15,930.00 for FY 2025/26; \$14,330.00 for FY 2026/27; and \$11,824 for FY 2027/28.

DONE AND RESOLVED, this 1st day of February 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 1st day of February 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 24-18 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

RESOLUTION NO. 16-05

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED INTERLOCAL AGREEMENT WITH LAKE COUNTY FOR TRAFFIC SIGNAL MAINTENANCE.

WHEREAS, FS 316.006(a) states that municipalities have original jurisdiction over all traffic signals, whether for installation, maintenance, replacement, or otherwise, within their city limits; and

WHEREAS, FS 316.006(c) allows the municipality to delegate its regulatory authority to the county by interlocal agreement, which occurred on November 7, 2001, between the City of Eustis and Lake County and amended on October 17, 2013; and

WHEREAS, the agreement requires periodic adjustments to update the ownership and maintenance records for the City, Lake County, and the Florida Department of Transportation (FDOT); and

WHEREAS, the new contract amendment is for the purpose of covering the cost of additional reporting requirements and maintenance criteria from the FDOT.

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

- (1) That the Mayor is hereby authorized to execute an amended Interlocal Agreement with Lake County for traffic signal maintenance, to include additional funds for new FDOT reporting and maintenance requirements; and
- (2) That the Public Works Department is hereby authorized to pay the annual maintenance fee of \$50,548.04 for FY 15/16.

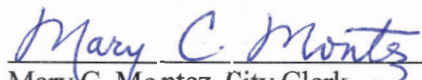
DONE AND RESOLVED, this 5th day of January 2016, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA



Mayor/Commissioner

ATTEST:



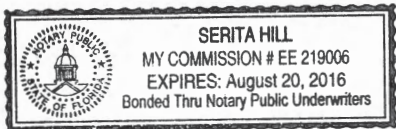
Mary C. Montez, City Clerk



CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me this 5th day of January, 2016, by Michael Holland, Mayor, and Mary C. Montez, City Clerk, who are personally known to me.



Serita Hill
Notary Public - State of Florida
My Commission Expires: Aug 20, 2016
Notary Serial No: EE 219006

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

1/5/2016

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 16-05 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Service Center, all within the corporate limits of the City of Eustis, Lake County, Florida.

Mary C. Montez

Mary C. Montez, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: February 1, 2024

RE: **SECOND READING**

ORDINANCE NUMBERS 24-05, 24-06, AND 24-07: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS WITH ALTERNATE KEY NUMBERS 1213355 AND 1213347

Ordinance Number 24-05 – Voluntary Annexation

Ordinance Number 24-06 – Comprehensive Plan Amendment

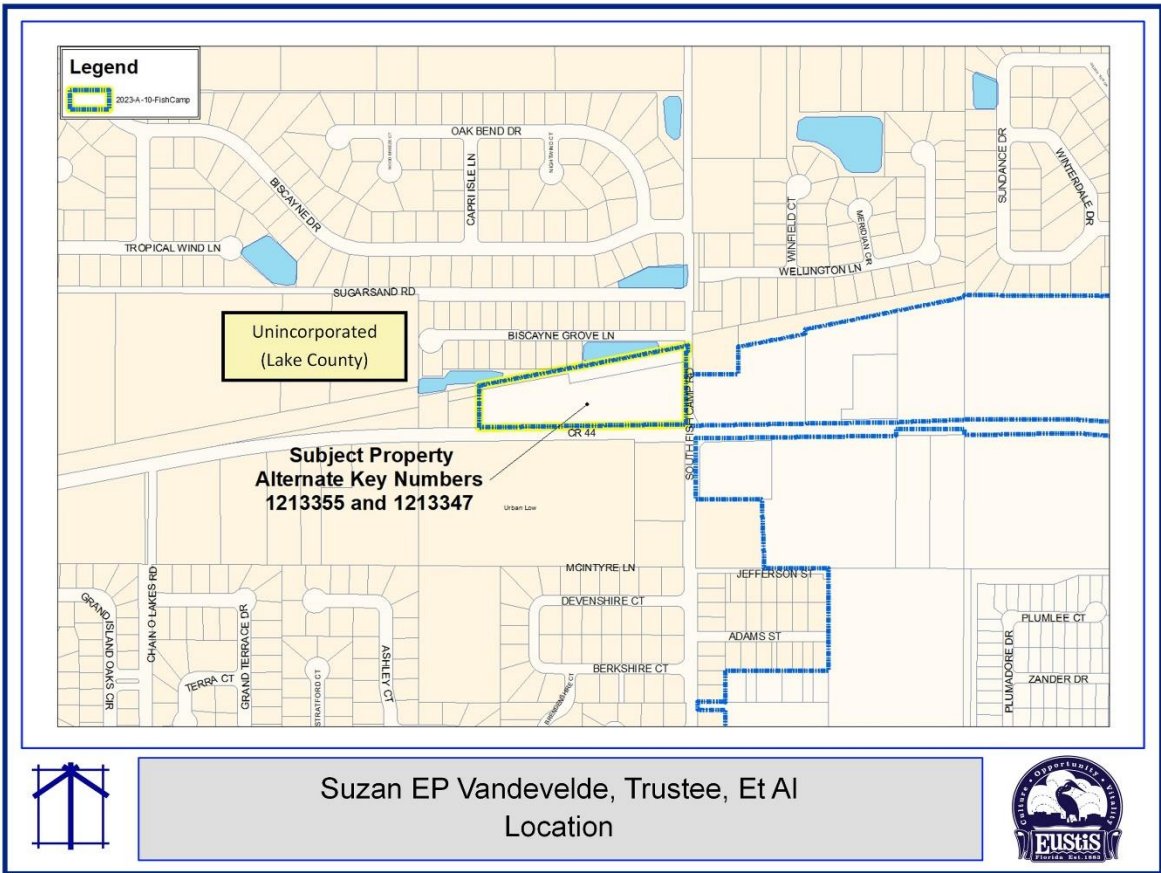
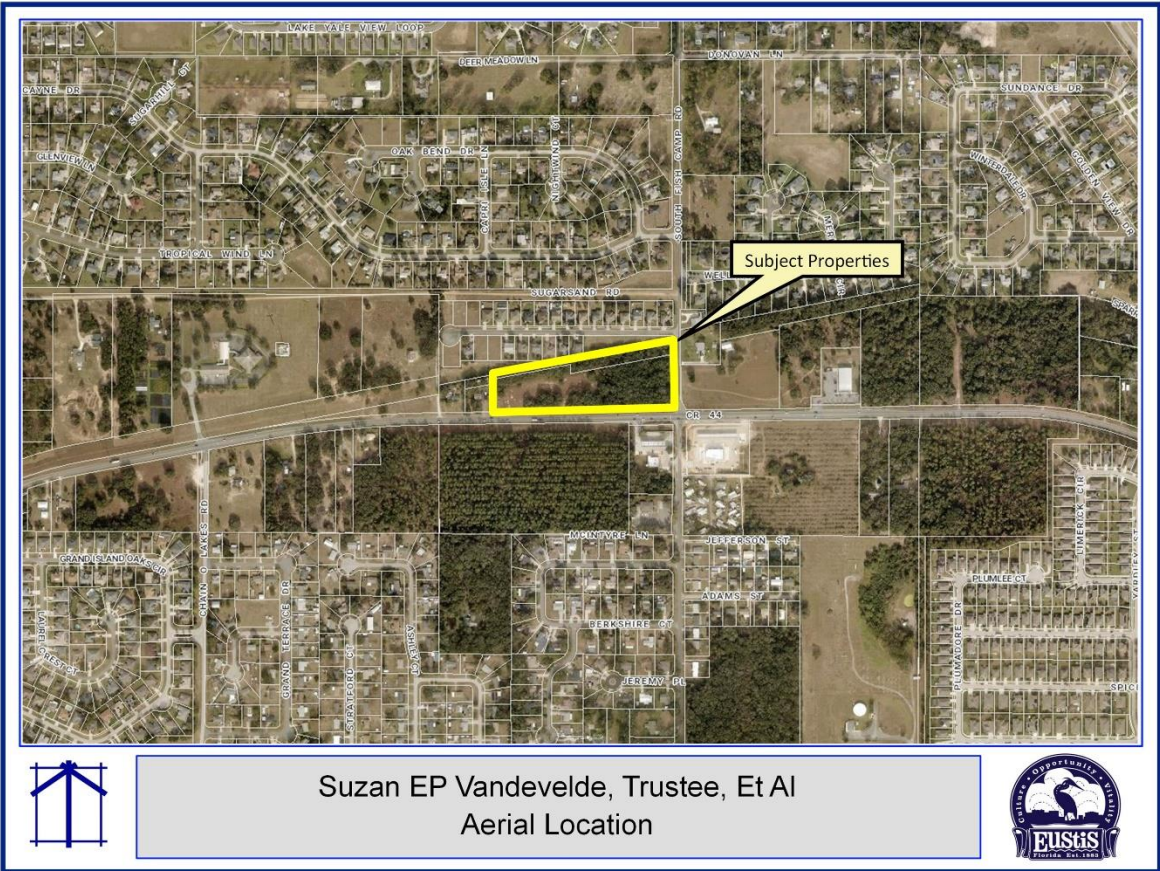
Ordinance Number 24-07 – Design District Assignment

Introduction:

Ordinance Number 24-05 provides for the voluntary annexation of approximately 6.67 acres of land located northwest corner of CR 44 at the intersection with South Fishcamp Road (Alternate Key Numbers). Provided the annexation of the subject property is approved, via Ordinance Number 24-05, Ordinance Number 24-06 would change the future land use designation from Urban Low in Lake County to Mixed Commercial Residential (MCR) in the City of Eustis, and Ordinance Number 24-07 would assign the subject property a design district designation of Suburban Corridor. If Ordinance Number 24-05 is denied, then there can be no consideration of Ordinance Numbers 24-06 and 24-07.

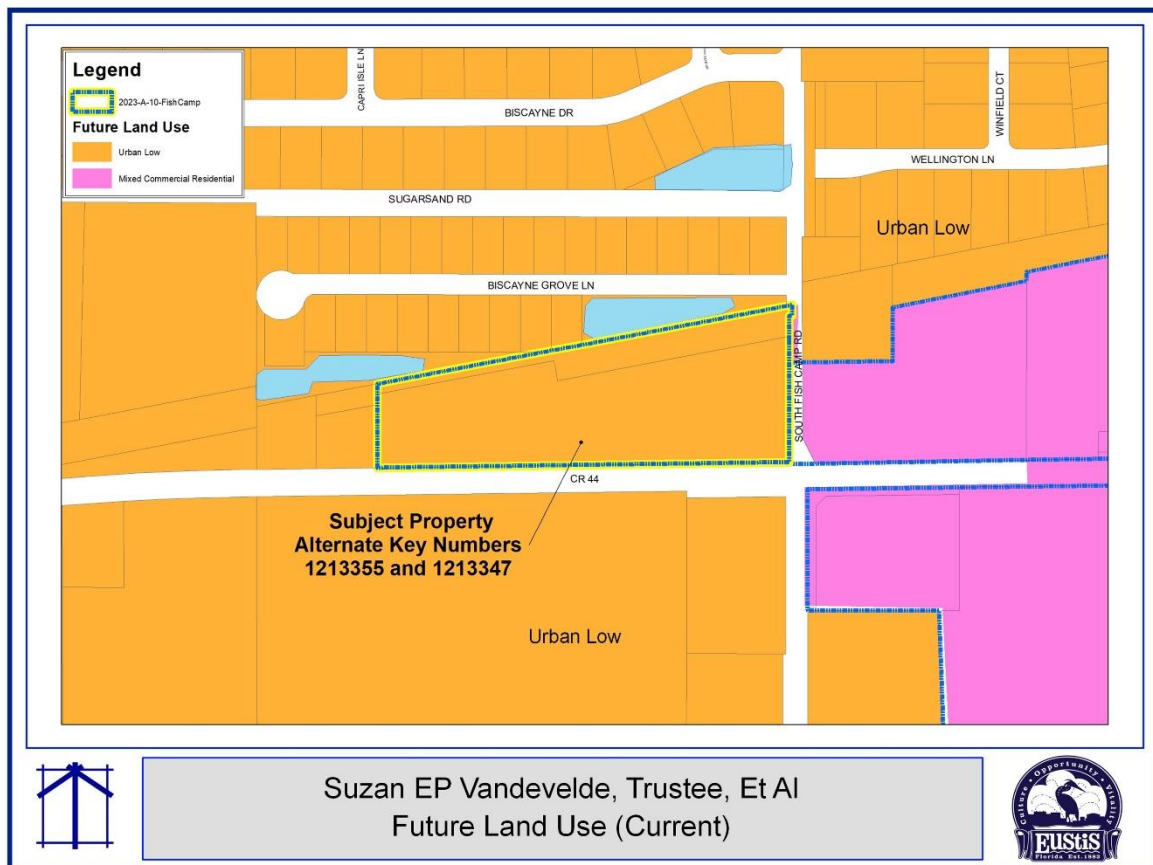
Background:

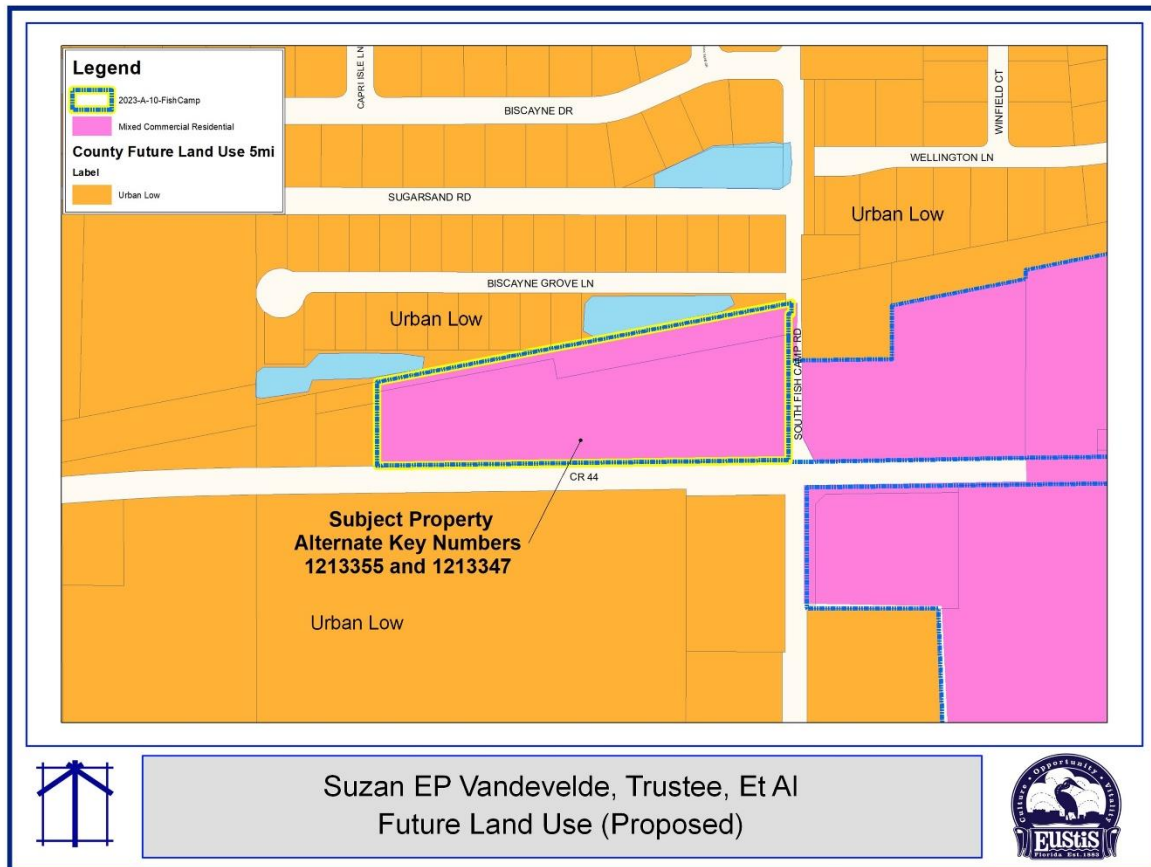
1. The site contains approximately 6.67 acres and is located at the northwest corner of the intersection of CR 44 and South Fishcamp Road within the Eustis Joint Planning Area.
2. The proposed annexation properties are contiguous to the City boundaries, directly on the eastern boundary of the property and across CR 44.
3. The site has a Lake County land use designation of Urban Low, but approval of Ordinance Number 24-06 would change the land use designation to Mixed Commercial Residential (MCR) in the City of Eustis.



Surrounding properties have the following land use designations:

Location	Existing Use	Future Land Use	Design District
Site	Vacant	Urban Low (Lake County)	N/A
North	Single-Family	Urban Low (Lake County)	N/A
South	Vacant	Urban Low (Lake County)	N/A
East	Commercial / Vacant	Mixed Commercial Residential (MCR)	Suburban Corridor
West	Vacant	Urban Low (Lake County)	N/A





Applicant's Request

The applicant LPG Urban and Regional Planners, on behalf of property owner Suzan EP Vandeveld, Trustee, Et Al., wishes to annex the referenced property, assign a City future land use of Mixed Commercial Residential (MCR), and assign a design district of Suburban Corridor.

The current Lake County future land use designation for the subject property is Urban Low. The Lake County land use designation allows for residential uses of up to 4 dwelling units per net buildable acre.

The property owner has requested the City of Eustis Mixed Commercial Residential future land use designation with the annexation. The MCR future land use provides for a mix of commercial and residential uses up to twelve (12) dwelling units per acre.

Analysis of Annexation Request (**Ordinance Number 24-05**)

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

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

The subject property is located within the Eustis-Lake County Joint Planning Area. Urban services of adequate capacity are available to serve future development, consistent with the requested Mixed Commercial Residential future land use designation.

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

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

The Eustis-Lake County Joint Planning Area boundaries define the reasonably compact area where the City could provide services effectively and efficiently. The subject property lies within that planning area; it is contiguous to the City limits on the eastern and southern boundaries, and the owner has petitioned for voluntary annexation.

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

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

The department published notice of this annexation in the Daily Commercial following the established requirements on January 8, 2024, and again on January 15, 2024.

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

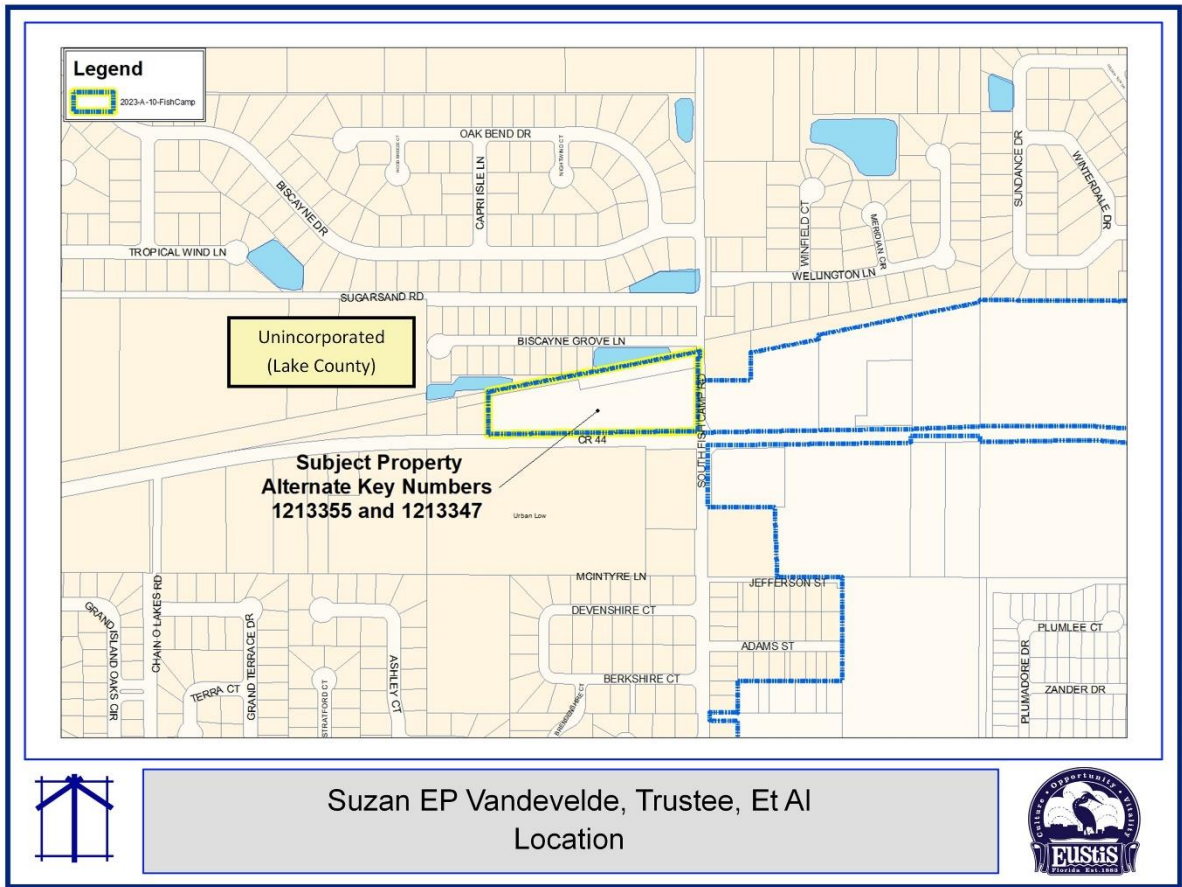
“Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.”

Annexation of the subject property does not create an enclave as defined by the Florida Statutes. The subject properties are a continuous and logical extension of the city boundary.

Florida Statutes Voluntary Annexation - Chapter 171.044(6):

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

The department sent notice to the Lake County Board of County Commissioners by Certified Mail on December 29, 2023.



Suzan EP Vandavelde, Trustee, Et Al
Location

Analysis of Comprehensive Plan/Future Land Use Request (**Ordinance Number 24-06**)

In accordance with the Florida Statutes Chapter 163.3177.9.:

Discourage Urban Sprawl:

Primary Indicators of Sprawl:

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

Review of Indicators

Low-Intensity Development:

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

This indicator does not apply. The requested future land use will provide for a higher residential density (12 du/acre) and the MCR designation allows for commercial or mixed-use opportunities.

Urban Development in Rural Areas:

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

This indicator does not apply. The area has established commercial development and is situated as a suburban residential, commercial, and urbanizing area.

Strip or Isolated Development:

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

This indicator does not apply. The area is an already established suburban commercial area/intersection with similar land uses directly adjacent.

Natural Resources Protection:

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

This indicator does not apply. The subject property is not subject to floodplain impact and does not contain wetland areas. The Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should the conditions at the time of development warrant such protection.

Agricultural Area Protection:

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

This indicator does not apply. This site and adjacent areas do not support active agricultural or silvicultural activities. The site is within an existing developed and further developing area.

Public Facilities:

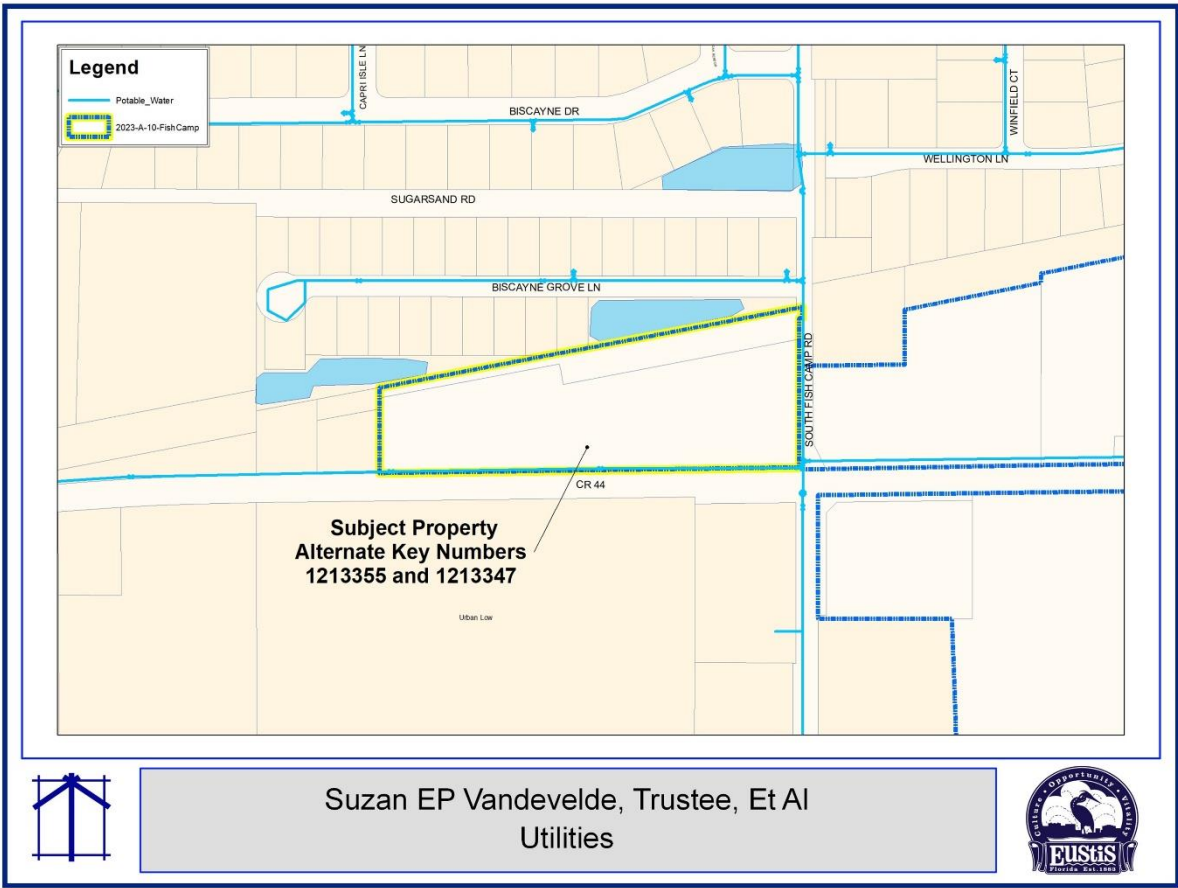
Fails to maximize the use of existing public facilities and services.

This indicator does not apply. City water is available to serve the property. Development of this parcel will maximize the use and efficiency of the City water services.

Cost Effectiveness and Efficiency of Public Facilities:

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

This indicator does not apply. Adequate capacity is available to serve the existing future development.



Separation of Urban and Rural:

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

This indicator does not apply. No nearby properties contain active agricultural activities or use. The surrounding area is developed or has development entitlements attached to the land. These developments have densities and intensities that are clearly suburban uses.

Infill and Redevelopment:

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

This indicator does not apply. This property will promote infill development by allowing access to public facilities.

Functional Mix of Uses:

Fails to encourage a functional mix of uses.

This indicator does not apply. The site is surrounded by single-family and existing commercial development on the adjacent properties, which is consistent with permitted uses in the area.

Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

This indicator does not apply. The Land Development Regulations include provisions to provide adequate access and linkage between related uses. City Departments will ensure compliance with these standards at the time of development review.

Open Space:

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

This indicator does not apply. The site does not contain functional open space and is not connected to regionally significant open space. The subject properties are existing residential lots.

Urban Sprawl:

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

Direction of Growth:

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

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

Efficient and Cost-Effective Services:

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

Public utility service is available. The development of the property will further encourage the efficient provision of services.

Walkable and Connected Communities:

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

At the time of development, the site must meet the City's Land Development Regulations including the creation of streets and street connections where they do not currently exist.

Water and Energy Conservation:

Promotes the conservation of water and energy.

The development of the site must meet City development and Florida Building Code standards that will require energy and water-efficient appliances.

Agricultural Preservation:

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

Not applicable; this site and adjacent areas do not support active agricultural silvicultural activities. The site is within an existing developed residential and commercial area.

Open Space:

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

This is not applicable. The site does not provide functional open space or natural areas on a regional basis.

Balance of Land Uses:

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

The proposed land use is consistent with the surrounding area. The land use proposed would allow for opportunities for development types to support the surrounding area.

Urban Form Densities and Intensities:

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

Not applicable.

In Accordance with Comprehensive Plan Future Land Use Element Appendix:

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

Major Categories of Plan Policies:

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

General Public Facilities/Services:

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

1. Emergency Services Analysis:

Eustis Emergency Services already provide emergency response to other properties in the area. Any development consistent with the proposed future land use designation would not have a significant negative impact on the operations of Eustis emergency services.

2. Parks & Recreation:

In 2010, the City prepared a Park Inventory and Level of Service Demand and Capacity analysis as part of the Comprehensive Plan Evaluation and Appraisal Report. The results show that a surplus of park area exists up to and beyond the City's population of 20,015. The current population is approximately 24,500. Pursuant to Comprehensive Plan policies and Land Development Regulations, residential development will be required to provide on-site park amenities.

3. Potable Water & Sanitary Sewer:

Water and sewer are available to the subject property. Both the water and sewer systems have adequate capacity to serve the development of the property.

4. Schools:

The proposed change should not negatively impact schools. At the time of development application verification of capacity will be required from Lake County Schools.

5. Solid Waste:

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

6. Stormwater:

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

7. Transportation Network Analysis:

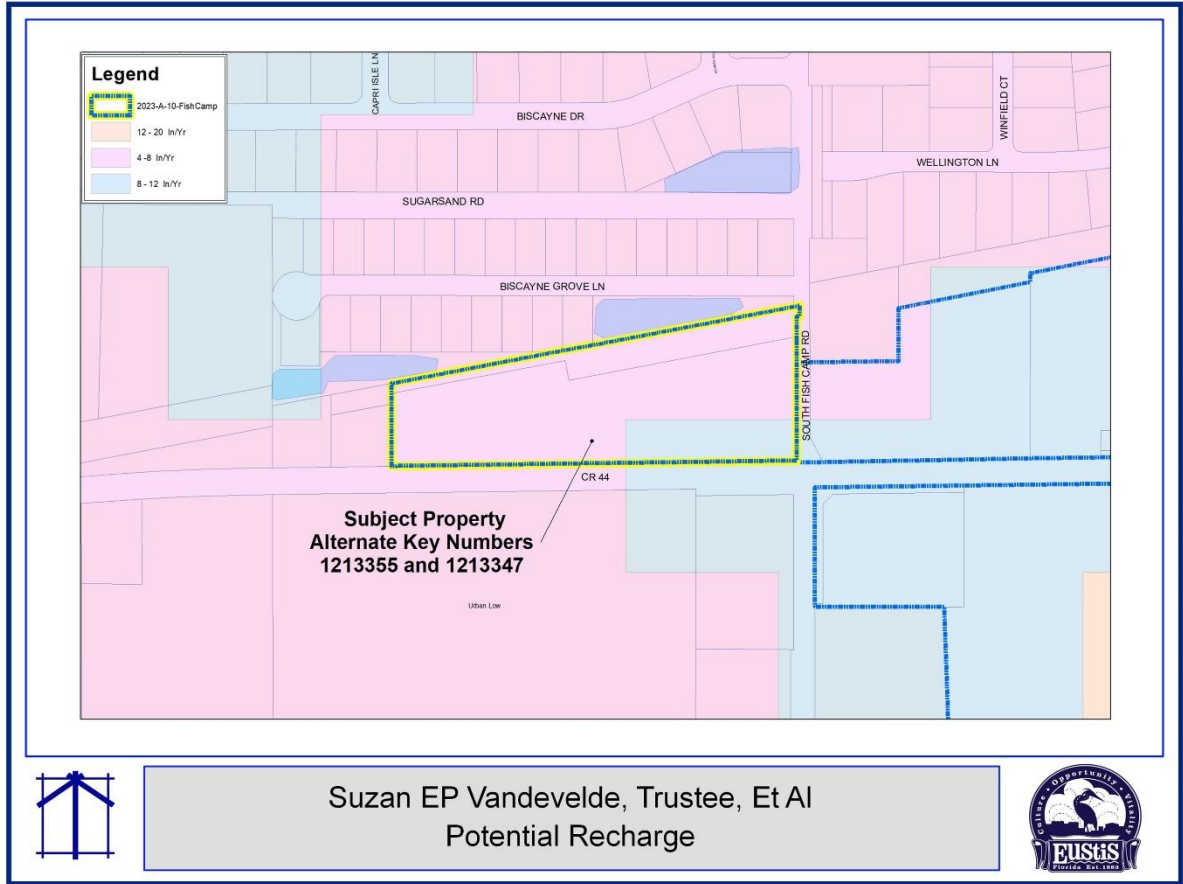
This potential annexation and the subsequent development of the property will not add additional impacts as the parcels being annexed include existing platted lots.

8. Natural Resources/Natural Features:

The policies of the Plan also contain general regulatory guidelines and requirements for managing growth and protecting the environment. These guidelines will be used to evaluate the overall consistency of the land use amendment with the Comprehensive Plan. Specifically, each amendment will be evaluated to 1) determine the existence of groundwater recharge areas; 2) the existence of any historical or archaeological sites; 3) the location of flood zones and the demonstration that the land uses proposed in flood-prone areas are suitable to the continued natural functioning of flood plains; and 4) the suitability of the soil and topography to the development proposed.

9. Groundwater recharge areas:

The site may be within a recharge area, and a site-specific geotechnical and hydrologic study will be needed to determine the site-specific impact at the time of development. Source: Lake County Comprehensive Plan 2030 Floridian Aquifer Recharge Map.



10. Historical or archaeological sites:

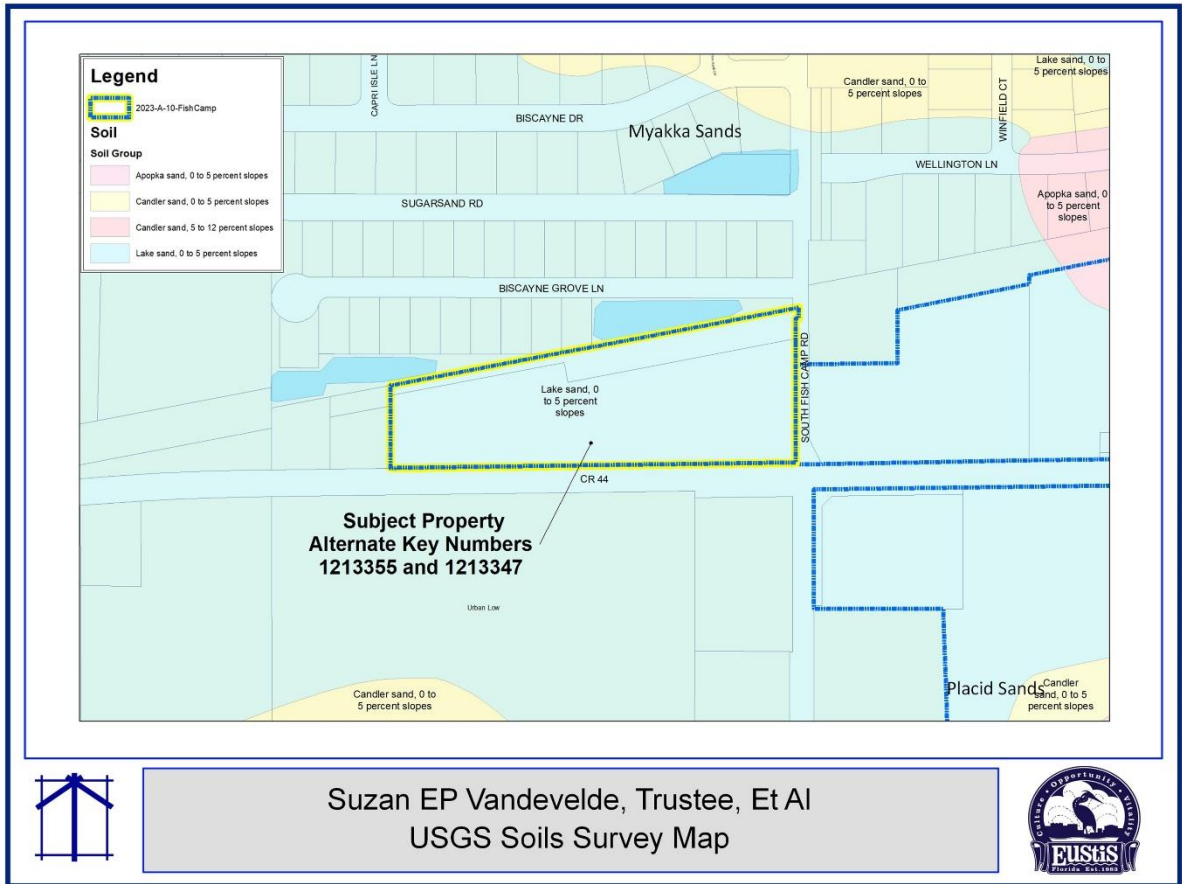
The City does not have any record of Florida Master Site Files related to this property and no known historical or cultural resources exist.

11. Flood zones:

The subject property is not impacted by a 100-year flood zone area. Source - Lake County GIS - 2012 Flood Zones.

12. Soil and topography:

The soil on the site is mainly made up of Lake sands. The Lake series is composed of highly-drained, quickly to very quickly permeable soils that were created in large deposits of sand..



13. Comprehensive Plan Review:

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

Existing Land Use According to the Lake County Comprehensive Plan:

The existing Lake County future land use designation of the property is Urban Low, which provides for residential uses at up to 4 dwelling units per acre as well as supporting commercial and institutional uses.

Proposed Land Use According to the Eustis Comprehensive Plan:

The Mixed Use Commercial Residential (MCR) land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses.

General Range of Uses: *This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted.*

Maximum Density: *Residential densities may not exceed 12 dwelling units per net buildable acre.*

Intensity Range: *up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations.*

Mix Requirements: *There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows:*

Residential: 15% - 25% of total MCR Acreage

Commercial/Office: 75% - 85% of total MCR acreage

Comparison of Lake County Development Conditions

The land use designations of residential properties within the City of Eustis in the surrounding area are generally Mixed Commercial Residential (MCR) with a maximum density of 12 dwelling units per acre (du/ac) and allow for commercial development consistent with the General Commercial uses of the Comprehensive Plan and the Land Development Regulations.

The surrounding properties, immediately adjacent to the north and west, are unincorporated areas that are designated Urban Low with a maximum density of 4 dwelling units per net buildable acre.

Proposed Residential Land Uses.

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

This area is predominantly residential in nature with commercial uses at the major intersection of Fish Camp Road and County Road 44, the proposed Future Land Use will allow commercial and residential uses.

Proposed Non-Residential Land Uses.

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

Not applicable.

14. Transportation:

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

The use of the land will be evaluated at the time of development. The proposed land use is consistent with the existing designation to the east and south .

15. Water Supply:

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

City water service and other services are available. The City's adopted Water Supply Plan anticipated additional growth consistent with this development, so both supply and capacity are available.

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

Standards for Review:

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

1. *Consistent with Comprehensive Plan:*

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

The proposed amendment is consistent with the Comprehensive Plan.

2. *In Conflict with Land Development Regulations:*

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

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

3. *Inconsistent with Surrounding Uses:*

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

The existing land uses in the immediate area are residential and the proposed use of the land is continued residential.

4. *Changed Conditions:*

Whether there have been changed conditions that justify an amendment.

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

5. *Demand on Public Facilities:*

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

City public utility services are available and, in close proximity to the site. A capacity is available to serve future development consistent with the requested Mixed Commercial Resient future land use designation.

Upon annexation, the City will also provide other services such as fire and police protection, library services, parks, and recreation. The City provides these services to other properties in the area, so efficiency will improve.

6. *Impact on Environment:*

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

The site contains no apparent natural resources and is not connected to significant open space.

7. *Orderly Development Pattern:*

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

The site is contiguous to the City limits. The development patterns already exist in the area and the future building on the previously platted lots will not cause incompatibilities with those development patterns.

8. *Public Interest and Intent of Regulations:*

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

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

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

The requested designation of MCR land use will provide for orderly growth and development. This designation would advance the public interest by potentially providing additional housing and commercial opportunities, and the application of the LDRs to future development will ensure consistency with the community character and lifestyle of the city.

9. *Other Matters:*

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

No other matters.

Analysis of Design District Request (**Ordinance Number 24-07**):

Form-Based Code:

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

1. *Standards for Review:*

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

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

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

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

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

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

Design districts – Suburban Corridor

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

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

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

A Suburban Corridor designation follows the district pattern and intent outlined in the Land Development Regulations and is consistent with the existing transect in the area providing opportunities for both commercial and residential development types.

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

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

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

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

5. *Consistent with Comprehensive Plan:*

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

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

6. *Consistent with Surrounding Uses:*

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

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

7. *Changed Conditions:*

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

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

8. *Public Facilities.*

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

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

9. *Impact on the Environment:*

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

The proposed Design District designation for this property does not change the development potential of the parcel. Design Districts control the form and function of any development that does occur. The Future Land Use designation controls the density, intensity, and minimum open space permitted on the site, so the Design District amendment would not result in additional impacts on the natural environment. As building permit approval must be obtained before development can begin, the Comprehensive Plan and the Land Development Regulations include standards for the protection of environmentally sensitive lands that would apply should the conditions at the time of development warrant such protection.

10. *Property Values:*

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

Redistricting is not being proposed; a Eustis design district designation must be assigned to the annexed property. This request should not affect property values, because the proposed Design District designation is consistent with the surrounding development patterns and design districts.

11. *Orderly Development Pattern:*

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

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

12. *Public Interest and Intent of Regulations:*

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

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

13. *Other Matters:*

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

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

Applicable Policies and Codes

1. Resolution Number 87-34

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

Florida Statutes Chapter 171.044: Voluntary Annexation:

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

2. Comprehensive Plan – Mixed Commercial Residential (MCR)

This land use designation is intended to regulate the character and scale of commercial uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby residential uses.

General Range of Uses: This category accommodates a mix of residential, commercial, office, institutional, and schools. Public and utility services that are 5 acres or less in size are also permitted.

Maximum Density: Residential densities may not exceed 12 dwelling units per net buildable acre.

Intensity Range: up to 2.5 FAR subject to restrictions in Section 109-3 of the Land Development Regulations.

Mix Requirements: There are proportional requirements and limitations regarding the amount of residential and non-residential uses allowable in an area designated MCR. For the mixed land use category MCR, the city establishes, and shall monitor on a citywide basis, a mix of uses as follows:

Residential: 15% - 25% of total MCR Acreage
Commercial/Office: 75% - 85% of total MCR acreage

The composition and mix for each proposed development will be determined on a case-by-case basis during the development review process. Specific uses permitted will be monitored by the city to ensure continuity and compatibility with adjacent land uses. Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met.

Special Provisions:

Future amendments to designate areas as MCR shall be permitted only along arterial and collector roads and in certain neighborhoods that meet the following conditions:

- a. where the arterial road frontage is generally undeveloped, residential development may be feasible and will be encouraged;
- b. strip commercial development shall be minimized, including actions that would

- extend or expand existing strip development;
- c. the arterial road frontage contains an existing mix of viable commercial and residential uses;
- d. the clustering of viable commercial businesses within or adjacent to residential neighborhoods is determined to not have a detrimental visual or operational impact on such adjacent or nearby residential uses;
- e. Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

Land Development Regulations Section 109-5.5(b)(1): The Suburban Corridor Design District has predominately residential uses with some neighborhood-scale commercial services with interconnected trails, bikeways, and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.

Land Development Regulations Section 109-3 (Table 1) and Section 109-2.6: Mixed Commercial Resient land use has a maximum density of 12 units to one-acre *and* is intended to regulate the character and scale of commercial and residential uses so as to minimize their impacts on adjacent roadways and to promote their compatibility with adjacent or nearby land uses, and provide for mixed-use development.

Recommended Action:

Development Services recommends approval of Ordinance Numbers 24-05, 24-06, and 24-07.

Policy Implications:

None

Alternatives:

1. Approve Ordinance Numbers 24-05 (Annexation), 24-06 (Comp. Plan Amendment), and 24-07 (Design District Designation).
2. Deny Ordinance Numbers 24-05, 24-06, and 24-07.

Budget/Staff Impact:

There would be no direct costs to the City beyond the normal City services. There would be no additional staff time beyond the normal review process.

Prepared By:

Jeff Richardson, AICP, Deputy Development Services Director

Reviewed By:

Mike Lane, AICP, Development Services Director

ORDINANCE NUMBER 24-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 6.67 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1213355 AND 1213347, ON THE WEST SIDE OF SOUTH FISHCAMP ROAD, NORTH OF COUNTY ROAD 44.

WHEREAS, On behalf of Suzan EP Vandavelde, Trustee, Et Al, property owner, LPG Urban & Reginal Planners, LLC, the applicant, has made an application for voluntary annexation of approximately 6.67 acres of real property located on the west side of South Fishcamp Road, north of County Road 44, more particularly described as:

- Alternate Key Numbers: 1213355 and 1213347
- Parcel Numbers: 32-18-26-0001-000-00700 and 32-18-26-0001-000-00703
- Legal Description: E 1025 FT OF SW 1/4 OF NE 1/4 S OF S LINE OF RR & N OF HWY--LESS N'LY 50 FT OF E'LY 600 FT-- ORB 806 PG 90 ORB 1216 PG 985ORB 1536 PG 1896 ORB 2810 PG 2313 ORB 3277 PG 1146 ORB 3855PG 2292

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

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

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

WHEREAS, on January 18, 2024, the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on February1 , 2024, the City Commission held the 2nd Public Hearing to consider the voluntary annexation of the property contained herein

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

SECTION 1.

That pursuant to, and under the authority of, Florida Statute 171.044, the City of Eustis, Lake County, Florida, does hereby annex and amend the municipal boundaries to include approximately 6.67 acres of real property, as described above.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

That this Ordinance shall become effective upon passing.

SECTION 7.

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

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

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

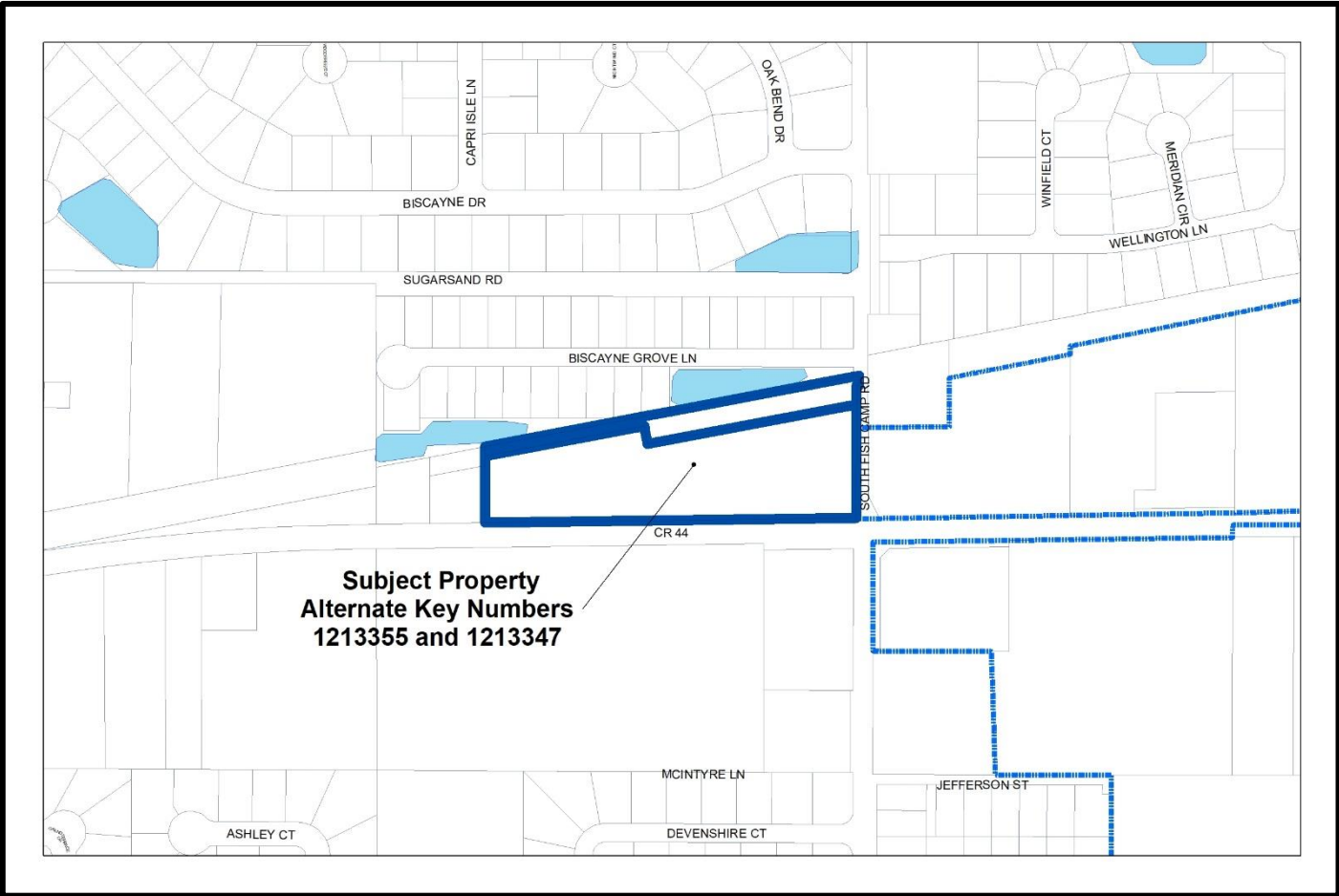
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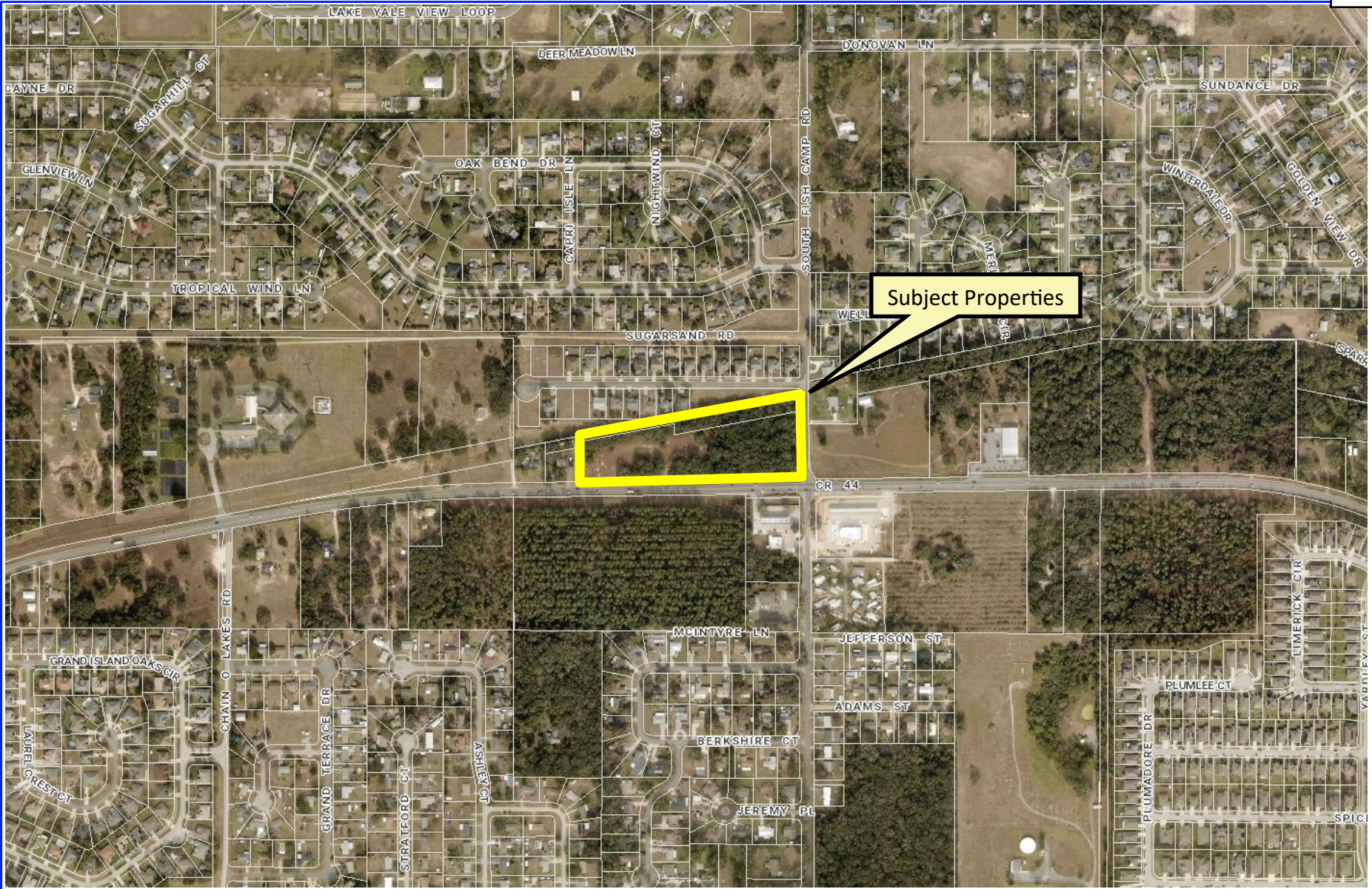
CERTIFICATE OF POSTING

The foregoing Ordinance Number 24-05 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



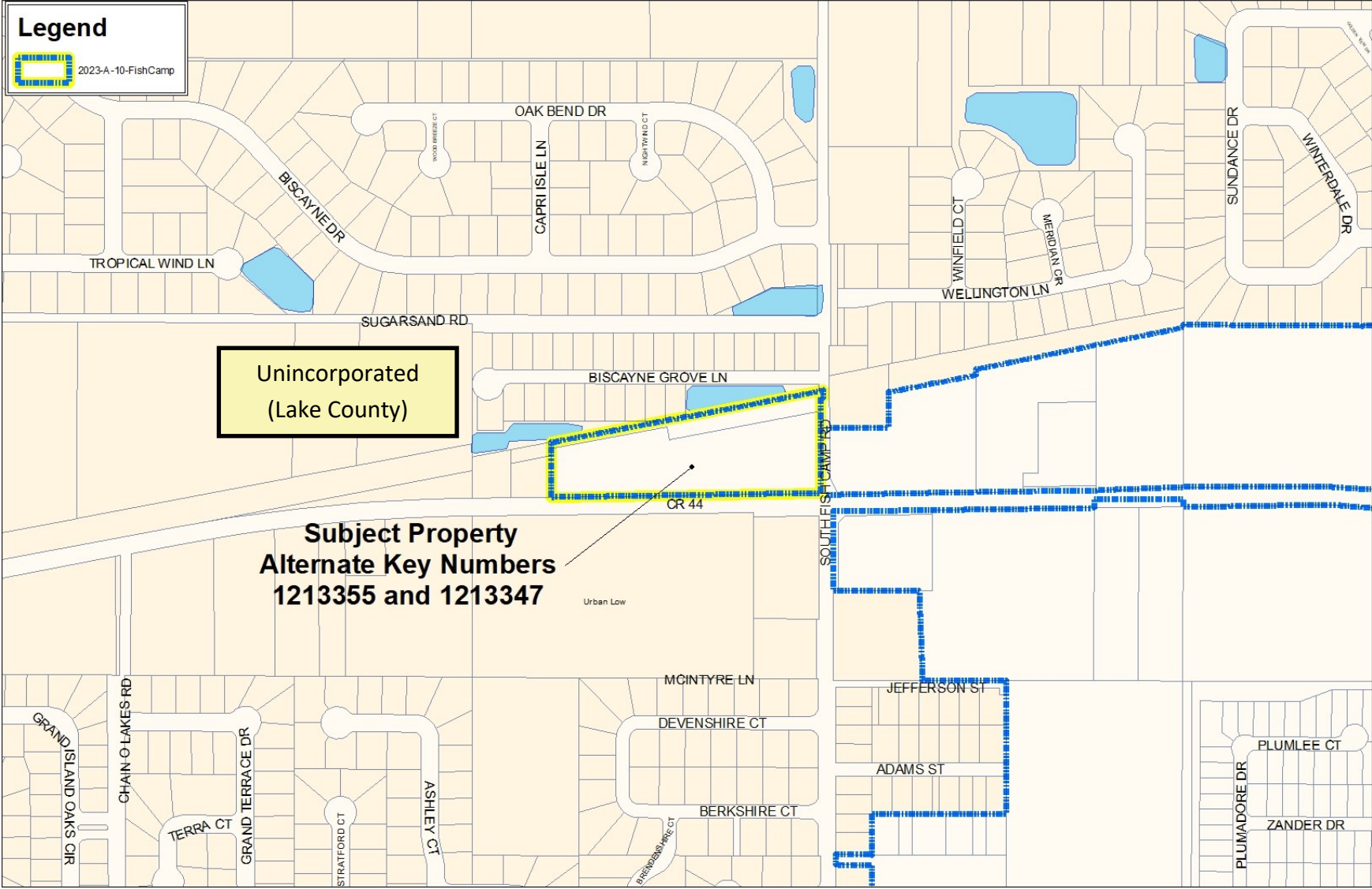


Subject Properties



Suzan EP Vandavelde, Trustee, Et Al
Aerial Location







Suzan EP Vandavelde, Trustee, Et Al
Location




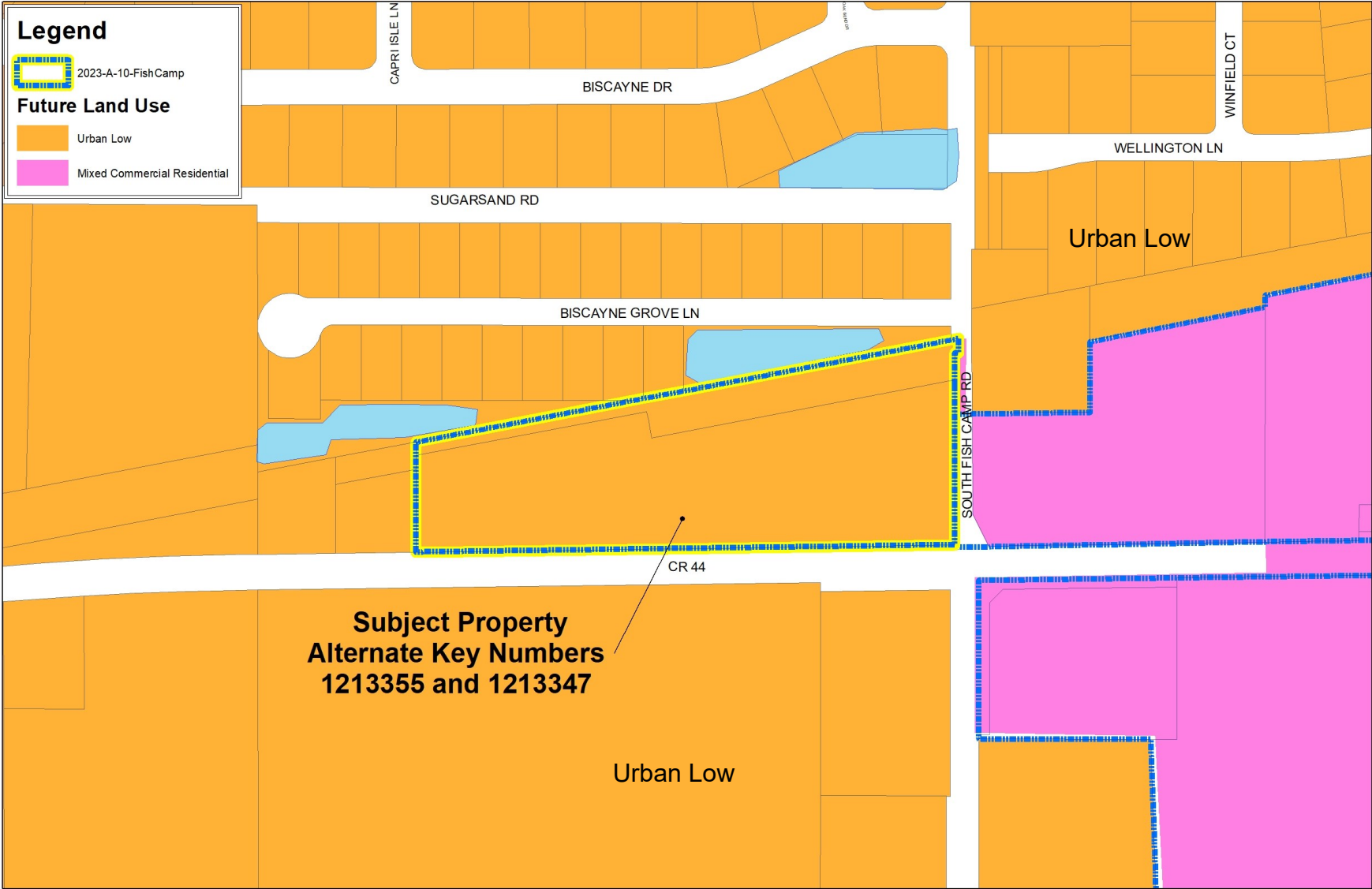
Legend

 2023-A-10-Fish Camp

Future Land Use

 Urban Low



 Mixed Commercial Residential



Suzan EP Vandavelde, Trustee, Et Al
 Future Land Use (Current)




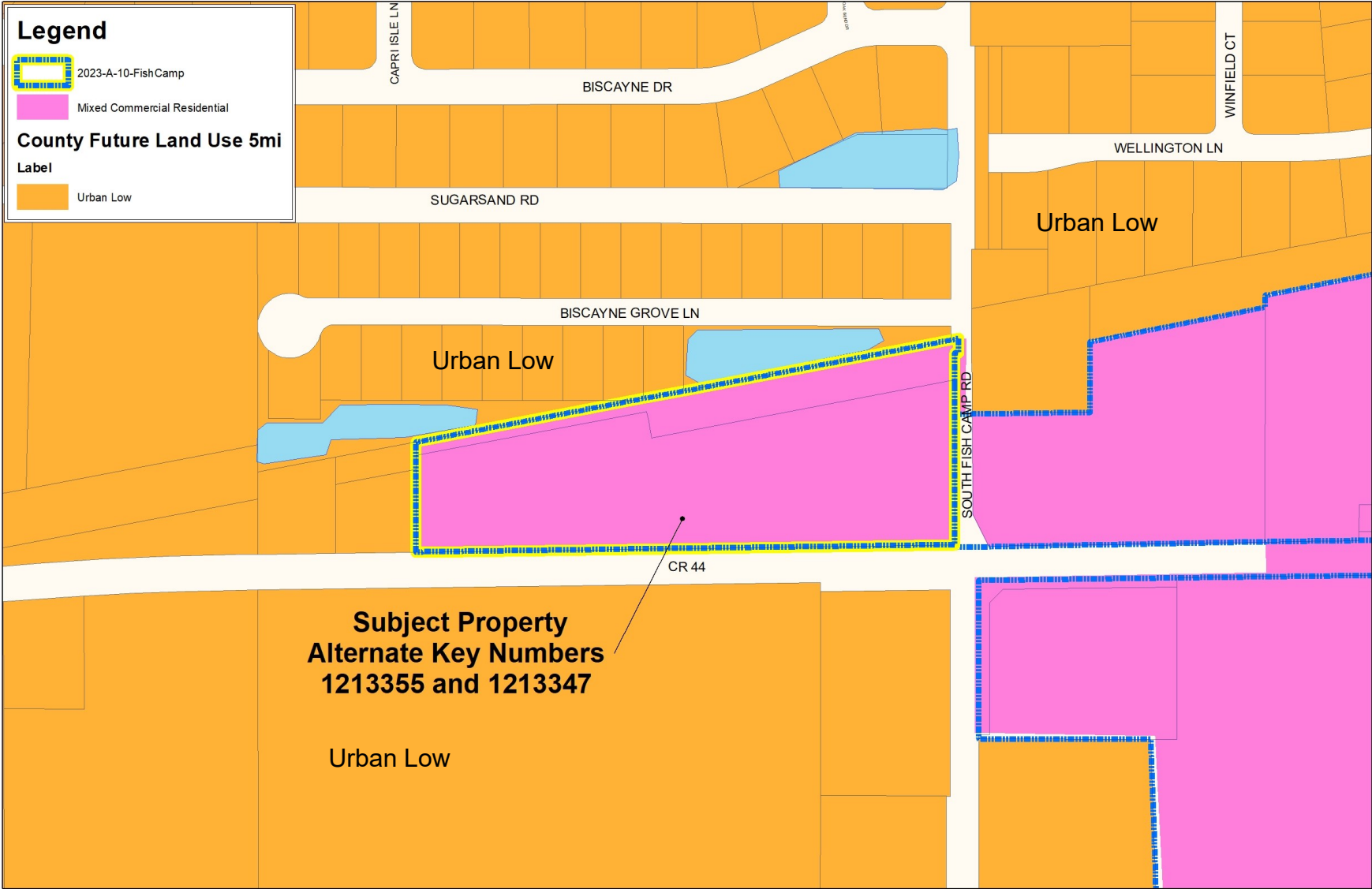
Legend

-  2023-A-10-Fish Camp
-  Mixed Commercial Residential

County Future Land Use 5mi

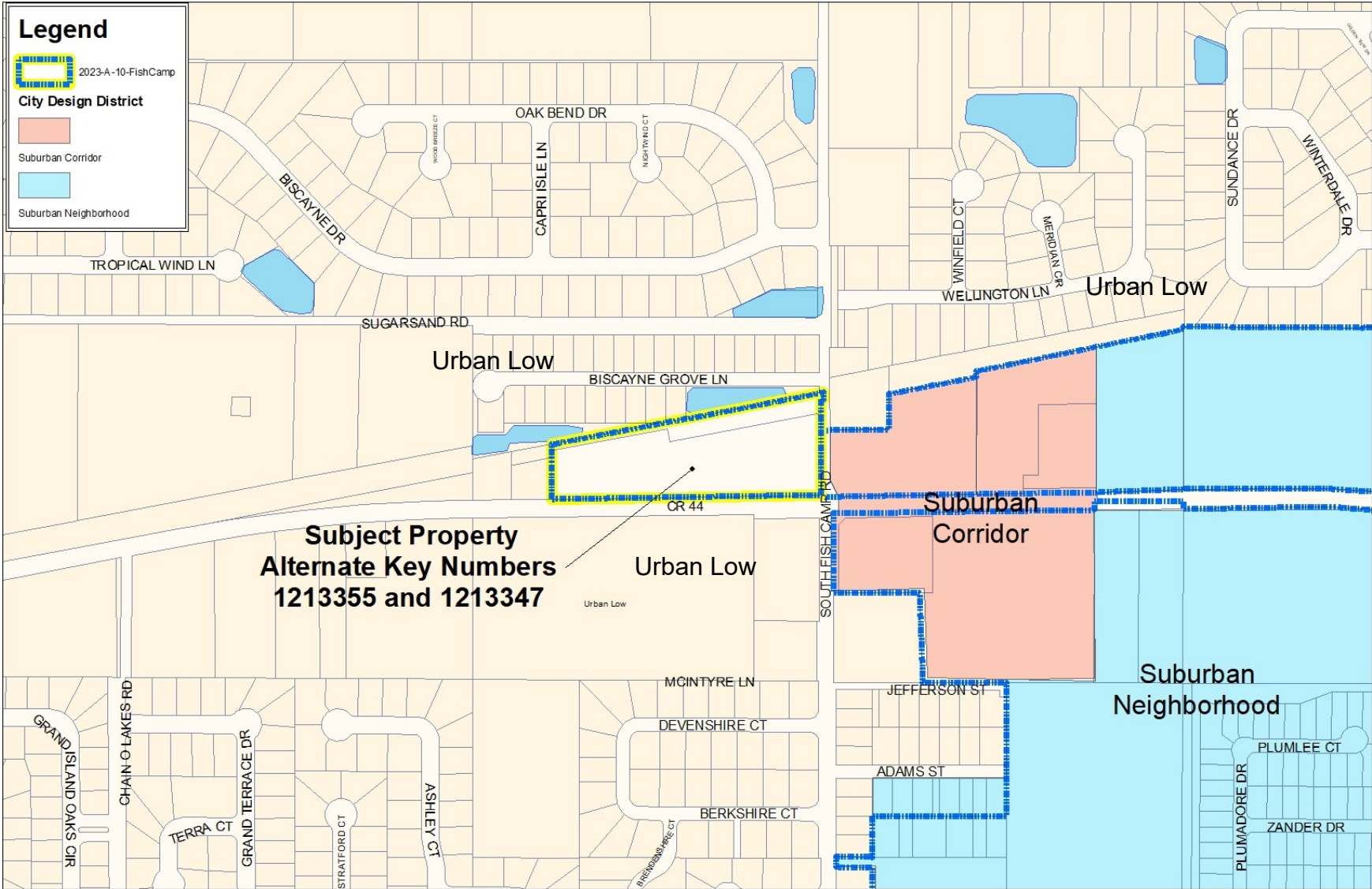
Label

-  Urban Low



Suzan EP Vandavelde, Trustee, Et Al
 Future Land Use (Proposed)







Suzan EP Vandavelde, Trustee, Et Al
 Design District (Before)




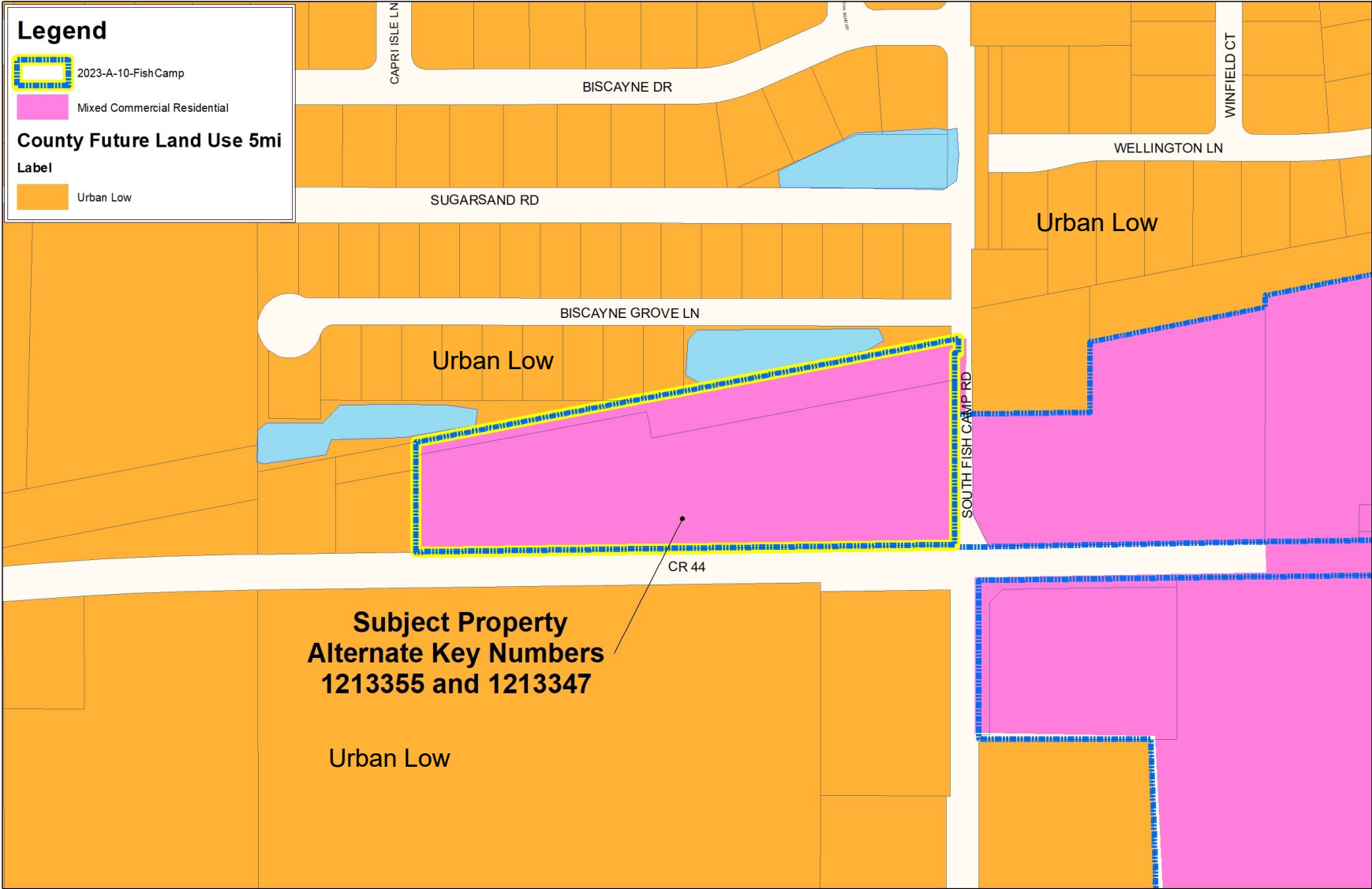
Legend

-  2023-A-10-Fish Camp
-  Mixed Commercial Residential

County Future Land Use 5mi

Label

-  Urban Low

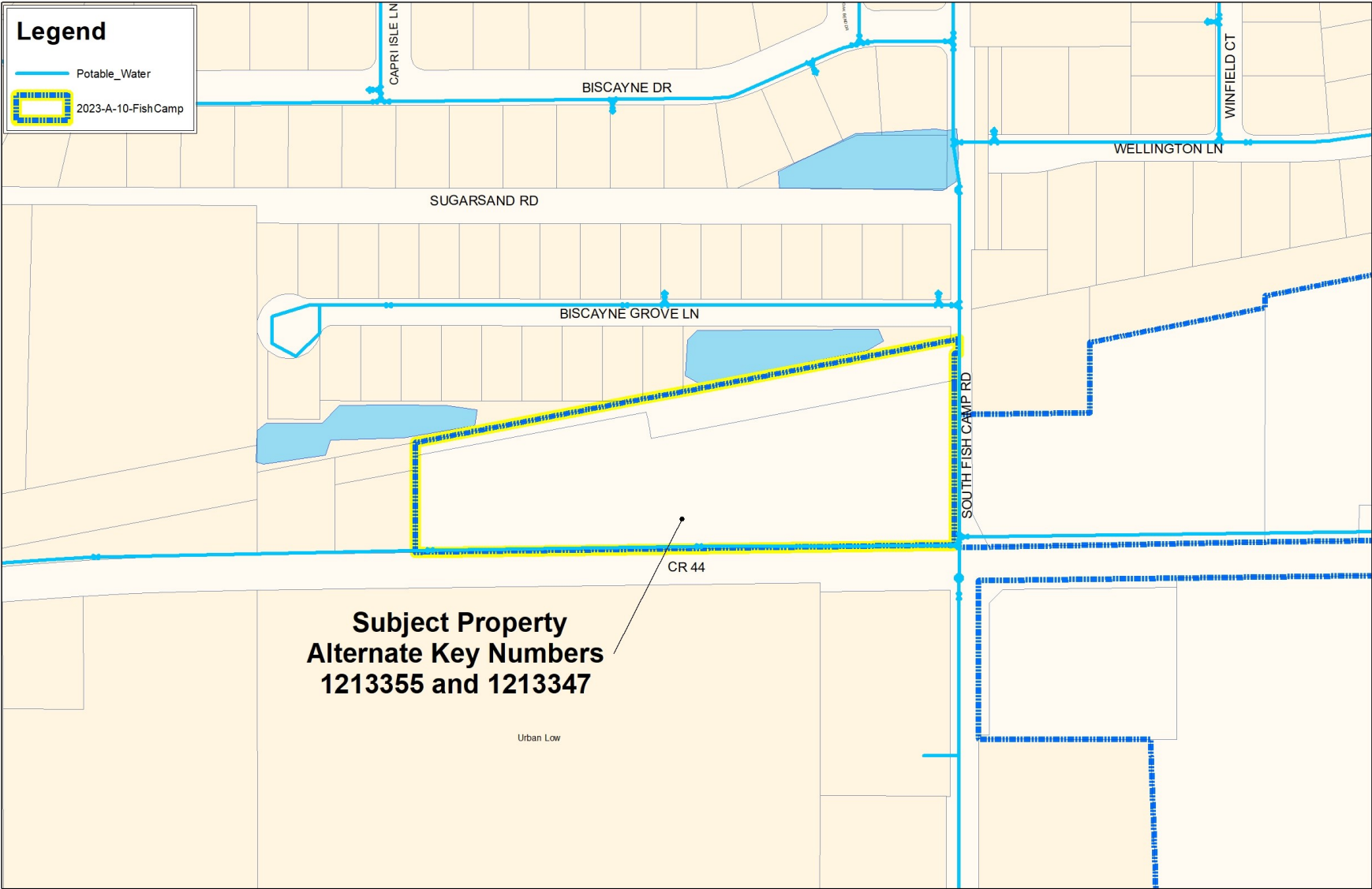


Suzan EP Vandavelde, Trustee, Et Al
Design District (After)



Legend





- Potable_Water
- ▭ 2023-A-10-Fish Camp

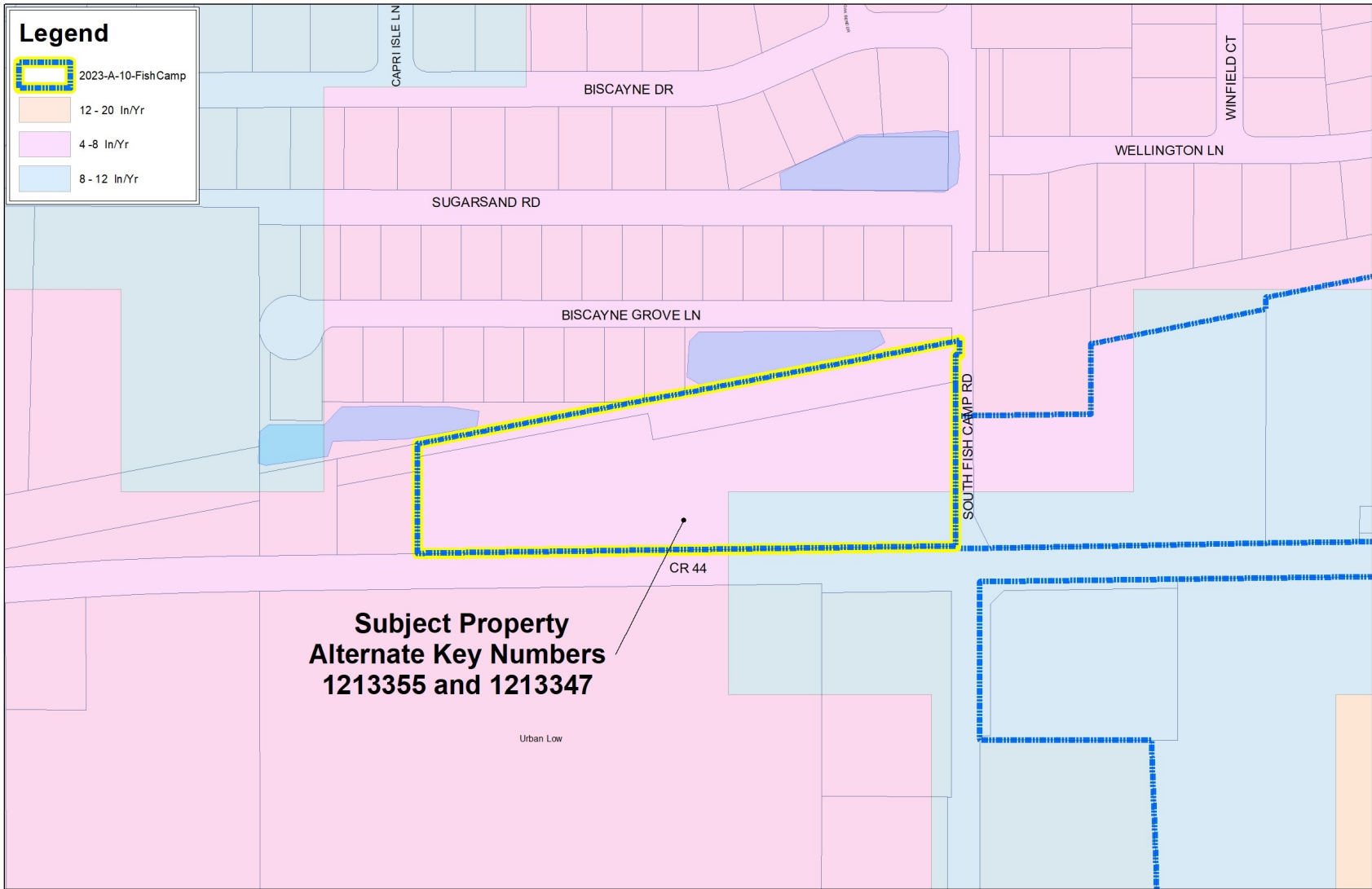


Suzan EP Vandavelde, Trustee, Et Al
Utilities



Legend

-  2023-A-10-FishCamp
-  12 - 20 In/Yr
-  4 - 8 In/Yr
-  8 - 12 In/Yr



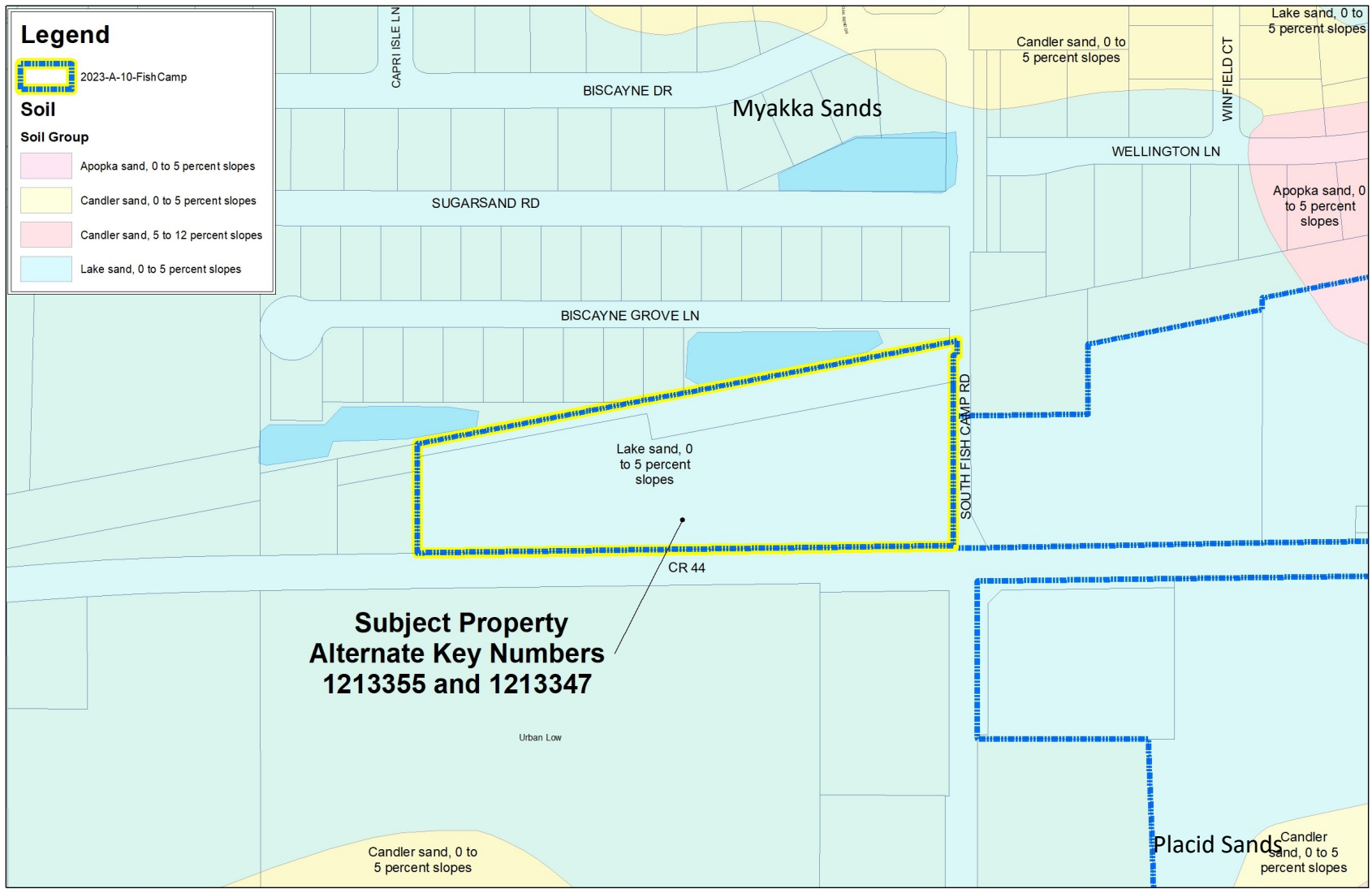
**Subject Property
Alternate Key Numbers
1213355 and 1213347**

CR 44



Suzan EP Vandavelde, Trustee, Et Al
Potential Recharge





Suzan EP Vandavelde, Trustee, Et Al
 USGS Soils Survey Map



ORDINANCE NUMBER 24-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF EUSTIS COMPREHENSIVE PLAN PURSUANT TO 163.3187 F.S.; CHANGING THE FUTURE LAND USE DESIGNATION OF APPROXIMATELY 6.67 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1213355 AND 1213347, ON THE WEST SIDE OF SOUTH FISHCAMP ROAD, NORTH OF COUNTY ROAD 44. FROM URBAN LOW IN LAKE COUNTY TO MIXED COMMERCIAL RESIDENTIAL IN THE CITY OF EUSTIS.

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

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

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

WHEREAS, the City of Eustis desires to amend the Future Land Use Map Series to change the Future Land Use designation on approximately 6.67 acres of real property at Lake County Property Appraiser’s Alternate Key Numbers 1213355 and 1213347, on the west side of South Fishcamp Road, north of County Road 44., and more particularly described herein; and

WHEREAS, on January 18, 2024, the Local Planning Agency held a Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

WHEREAS, on January 18, 2024, the City Commission held the 1st Adoption Public Hearing to accept the Local Planning Agency’s recommendation to adopt the Small-Scale Future Land Use Amendment contained herein; and

WHEREAS, on February 1, 2024, the City Commission held the 2nd Adoption Public Hearing to consider the adoption of the Small-Scale Future Land Use Amendment contained herein;

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

SECTION 1.

Land Use Designation: That the Future Land Use Designation of the real property as described below shall be changed from Urban Low in Lake County to Mixed Commercial Residential within the City of Eustis:

Alternate Key Number: 1213355 and 1213347

Parcel Number: 32-18-26-0001-000-00700 and 32-18-26-0001-000-00703

Legal Description: E 1025 FT OF SW 1/4 OF NE 1/4 S OF S LINE OF RR & N OF HWY--LESS N'LY 50 FT OF E'LY 600 FT-- ORB 806 PG 90 ORB 1216 PG 985ORB 1536 PG 1896 ORB 2810 PG 2313 ORB 3277 PG 1146 ORB 3855PG 2292

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

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

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 24-06 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

ORDINANCE NUMBER 24-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN CORRIDOR DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 6.67 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1213355 AND 1213347, ON THE WEST SIDE OF SOUTH FISHCAMP ROAD, NORTH OF COUNTY ROAD 44.

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Suburban Corridor to approximately 6.67 acres of recently annexed real property further described below, and

WHEREAS, on January 18, 2024, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on February 1, 2024, the City Commission held the 2nd Public Hearing to consider the adoption of the Design District Amendment contained herein;

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

Section 1. Design District Designation

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

Alternate Key Numbers: 1213355 and 1213347

Parcel Numbers: 32-18-26-0001-000-00700 and 32-18-26-0001-000-00703

Legal Description: E 1025 FT OF SW 1/4 OF NE 1/4 S OF S LINE OF RR & N OF HWY--LESS N'LY 50 FT OF E'LY 600 FT-- ORB 806 PG 90 ORB 1216 PG 985ORB 1536 PG 1896 ORB 2810 PG 2313 ORB 3277 PG 1146 ORB 3855PG 2292

Section 2. Map Amendment

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

Section 3. Conflict

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

Section 4. Severability

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

be unconstitutional or invalid.

Section 5. Effective Date

That this Ordinance shall become effective upon annexation of the subject property through approval of Ordinance Number 24-07.

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

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

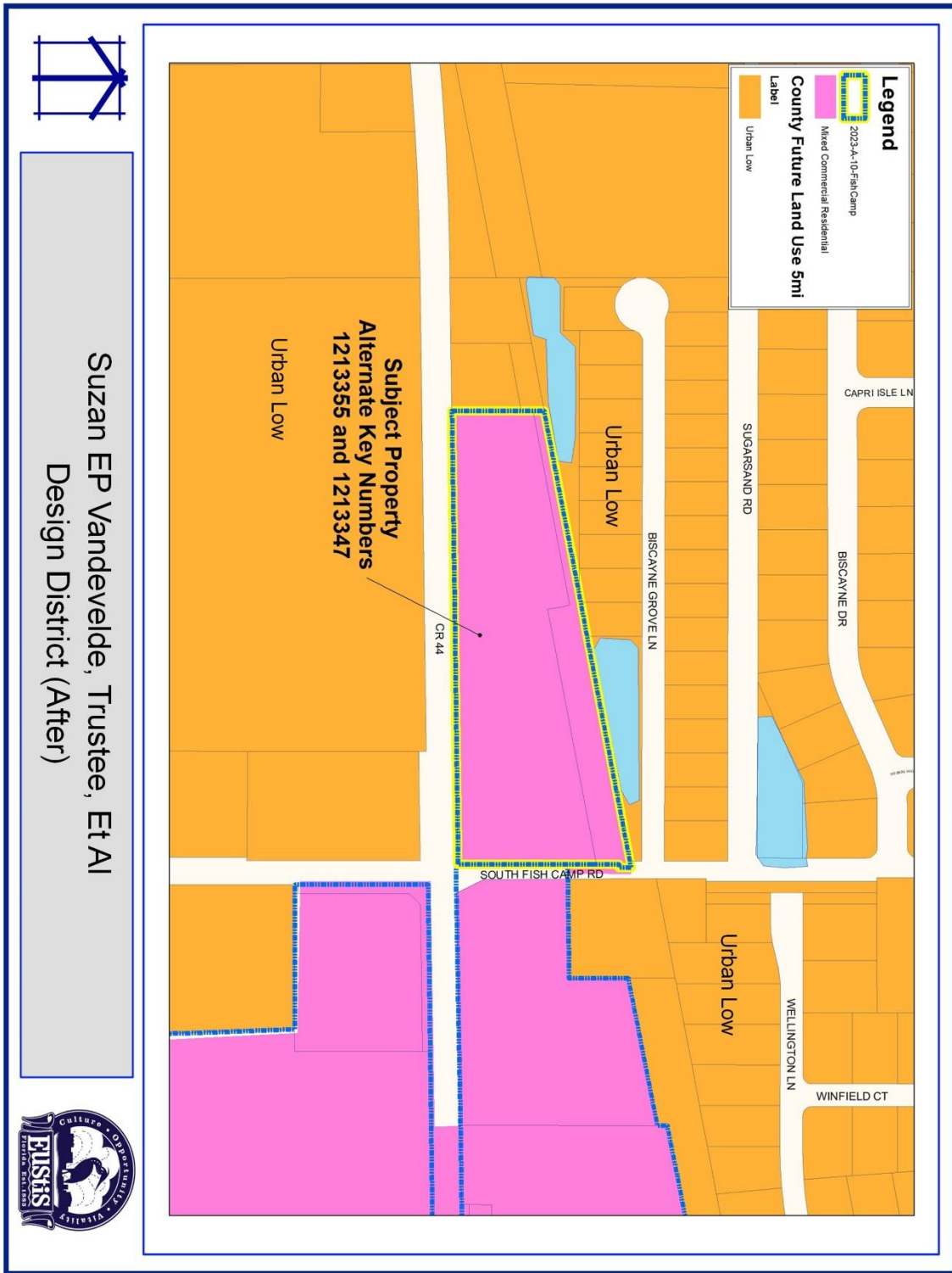
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 24-07 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





City of Eustis

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

TO: Eustis City Commission
 FROM: Tom Carrino, City Manager
 DATE: February 1, 2024

RE: **SECOND READING**

Ordinance Number 24-11: Amending Chapter 90 – Traffic and Vehicles of the City’s Code of Ordinances, by creating new Article VII to be titled “School Zone Speed Enforcement;” authorizing the establishment of a speed detection system on roadways maintained as school zones within City limits.

On July 1, 2023, House Bill 657, as codified under Chapter 2023-174 of the Laws of Florida, went into effect, authorizing municipalities to use speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation to enforce the speed limit in a school zone at specified periods.

Prior to utilizing speed detection systems to enforce eligible school zone speeding violations within its jurisdiction, municipalities are required to adopt an ordinance authorizing the placement and installation of speed detection systems and creating administrative and enforcement procedures for the use of speed detection systems at designated school zones. The municipality must determine whether a school zone constitutes a heightened safety risk that warrants additional traffic enforcement measures based on traffic data collected.

Ordinance 24-11 sets forth parameters for the establishment and implementation of a school zone speed enforcement program using speed detection systems to further protect the health, safety, and welfare of City residents. Among other matters, the Ordinance allows for local hearings for individuals who wish to contest violation notices and sets forth other administrative requirements such as annual reporting to City Commission and Department of Highway Safety and Motor Vehicles.

Before beginning a school zone speed enforcement program, the City must make a public announcement and conduct a public awareness campaign of the proposed use of speed detection systems at least 30 days before commencing enforcement under the speed detection system program and must notify the public of the specifics. During the public awareness campaign only warnings may be issued to those individuals who commit a speed infraction captured by a speed detection system.

FISCAL IMPACT

There is no fiscal impact at this time. Projected revenue and expenditures associated with the School Zone Speed Enforcement program will be provided to the City Commission when the contractual services are presented for approval.

RECOMMENDATION

Approval of Ordinance Number 24-11.

ATTACHMENTS

Ordinance Number 24-11

Requesting Department: Eustis Police Department

Prepared By: Sasha Garcia, City Attorney

Reviewed By: Tom Carrino, City Manager

ORDINANCE NUMBER 24-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, ENACTING ARTICLE VII – “SCHOOL ZONE SPEED ENFORCEMENT” - CHAPTER 90 OF THE CITY OF EUSTIS CODE OF ORDINANCES; PROVIDING FOR PURPOSE, INTENT AND DEFINITIONS; ESTABLISHING A SCHOOL ZONE SPEED ENFORCEMENT PROGRAM AND AUTHORIZING THE USE OF SPEED DETECTION SYSTEMS WITHIN THE CITY; PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND DESIGNATION OF SCHOOL ZONES; PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 166 of the Florida Statutes and Article VIII of the Florida Constitution authorizes the legislative body of each municipality to enact ordinances to protect the health, safety, and welfare of its residents; and

WHEREAS, on July 1, 2023, House Bill 657 (“HB 657”), as codified under Chapter 2023-174 of the Laws of Florida, went into effect, authorizing municipalities to use speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation to enforce the speed limit in a school zone at specified periods; and

WHEREAS, prior to utilizing speed detection systems to enforce eligible school zone speeding violations within its jurisdiction, municipalities are required to adopt an ordinance authorizing the placement and installation of speed detection systems and creating administrative and enforcement procedures for the use of speed detection systems at designated school zones; and

WHEREAS, prior to utilization of the speed detection systems in any particular school zone, HB 657 also requires the governing body of the municipality to first determine whether a school zone constitutes a heightened safety risk that warrants additional traffic enforcement measures based on traffic data collected; and

WHEREAS, HB 657 provides that a municipality may issue notices of violation and may authorize a law enforcement officer or traffic infraction enforcement officer to issue uniform traffic citations for violations of sections 316.1895 and 316.183, Florida Statutes, that are captured by speed detection systems during specified time periods and further provides for notice to the registered owner of the subject vehicle, hearing procedures, appellate remedies, and the assessment and remittance of civil penalties and costs; and

WHEREAS, HB 657 requires municipalities that elect to operate school zone speed detection systems to implement a public awareness campaign at least 30 days before commencing with the enforcement of violations and to annually report information about the program to both the public and the Florida Department of Highway Safety and Motor Vehicles; and

WHEREAS, HB 657 restricts the location and use of speed detection systems to school zones that the municipality determines constitute a heightened safety risk warranting additional enforcement measures based on data or other evidence presented at a public hearing; and

WHEREAS, the City of Eustis (the “City”) wishes to deter drivers from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program; and

WHEREAS, HB 657 requires that before the City contracts or renews a contract with a vendor to place or install speed detection systems, the City must approve the contract or contract renewal at a regular or special commission meeting; the vendor contract may not be considered as part of the consent agenda as public input must be allowed; and

WHEREAS, at the time of adoption, the City has considered the relevant traffic data and other evidence presented, incorporated by reference and submitted to the City Clerk as supplemental information to this Ordinance at the time of adoption, supporting the installation and operation of speed detection systems for certain school zones within City limits; and

WHEREAS, based upon the relevant traffic data and other evidence presented, the City has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, the City finds that motor vehicles speeding on a roadway maintained as a school zone during specified periods is an unacceptable hazard that threatens the health, safety, and welfare of students and pedestrians in the City, and that enforcement of applicable speed limits in school zones during specified periods through the use of a speed detection system may reduce safety risks in school zones, which warrants implementation of school zone speed detection enforcement pursuant to the rules and regulations of Chapter 2023-174, Laws of Florida, and other applicable state law.

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

SECTION 1. The foregoing recitals are incorporated herein and are approved.

SECTION 2. Chapter 90 of the City of Eustis Code of Ordinances is hereby amended by adding Article VII – “School Zone Speed Enforcement,” as follows:

**CHAPTER 90
TRAFFIC AND VEHICLES**

ARTICLE VII. – SCHOOL ZONE SPEED ENFORCEMENT

Sec. 90-379. – Purpose and Intent.

The purpose and intent of this Article is to protect the health, safety, and welfare of City residents by authorizing the placement or installation and use of speed detection systems on roadways maintained as a school zone within City limits, to promote compliance with speed limits in school zones, and to adopt a quasi-judicial system to enforce violations. This Article provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with Chapter 316, Florida Statutes.

Sec. 90-380. – Definitions.

For the purposes of this Article, the following terms shall have the meanings given to them below. No attempt is made to define any words which was used in accordance with their established dictionary meaning, except when necessary to avoid misunderstanding.

- (a) **HEARING PROCEDURES** shall mean the procedures set forth under section 316.1896, Florida Statutes, governing noticing, scheduling, and conducting hearings before a Local Hearing Officer.
- (b) **LAW ENFORCEMENT OFFICER** shall mean, as defined by section 943.10(1), Florida Statutes, any person who is elected, appointed, or employed full time by a municipality or the state or any political subdivision thereof, who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.
- (c) **LOCAL HEARING OFFICER** shall mean the City Code Enforcement Board, Special Magistrate, or other City appointee as permitted by law and as established by the City Commission through a resolution.

- (d) MOTOR VEHICLE shall mean, as defined by section 316.003, Florida Statutes, a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped.
- (e) NOTICE OF VIOLATION shall mean the written notification sent to the registered owner of a vehicle after a school zone speed infraction by that vehicle has been captured by a speed detection system and thereafter reviewed and approved by a law enforcement officer or traffic infraction enforcement officer. A notice of violation must be in the form and include the contents prescribed by section 316.1896, Florida Statutes, as it may be amended.
- (f) SCHOOL ZONE shall mean that portion of a street or highway established as a school zone pursuant to section 316.1895, Florida Statutes, as it may be amended.
- (g) SCHOOL ZONE SPEED ENFORCEMENT PROGRAM shall mean the regulations and procedures governing the use of speed detection systems on roadways maintained as a school zone within the jurisdiction of the City, as provided for by applicable law and established by this Ordinance.
- (h) SCHOOL ZONE SPEED INFRACTION shall mean a violation of section 316.183 or 316.1895, Florida Statutes, captured by a speed detection system on a roadway maintained as a school zone during the hours provided for by applicable law and set forth in this Ordinance.
- (i) SCHOOL ZONE SPEED LIMIT shall mean the regularly posted or reduced posted speed limit within a school zone pursuant to section 316.1895, Florida Statutes.
- (j) SPEED DETECTION SYSTEM shall mean a portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation. This term is synonymous with the term "Speed Detection System" defined in section 316.003(83), Florida Statutes, as it may be amended.
- (k) TRAFFIC INFRACTION ENFORCEMENT OFFICER shall mean a person who meets the qualifications established by section 316.640, Florida Statutes, as it may be amended.
- (l) UNIFORM TRAFFIC CITATION shall mean the citation issued to the registered owner of a vehicle for a school zone speed infraction, in the form

and including the contents prescribed by sections 316.1896 and 316.650, Florida Statutes, as it may be amended.

Sec. 90-381. – Use of Speed Detection Systems.

Pursuant to section 316.008(9), Florida Statutes, the City hereby elects to use speed detection systems on roadways properly maintained as a school zone to enforce speed limits within the City's jurisdiction. The City may utilize speed detection systems as a supplemental means of assisting law enforcement personnel in the enforcement of compliance with state law related to unlawful speed in school zones, in accordance with Chapter 316, Florida Statutes.

Sec. 90-382. – Program Administration.

- (a) The City Manager or City Manager's designee, in cooperation with the Eustis Police Department and any necessary City staff as determined by the City Manager or City Manager's designee, is empowered to administer and assist with the City's school zone speed enforcement program, consistent with the provisions of Chapter 2023-174, Laws of Florida, subject to any other applicable state law, this Article, and all corresponding City resolutions.
- (b) As permitted and defined by applicable law and corresponding resolution adopted by the City Commission, the City may designate its City Code Enforcement Board, Special Magistrate, or other City appointee as its Local Hearing Officer, who shall have jurisdiction to conduct proceedings in accordance with Chapter 2023-174, Laws of Florida, and section 316.1896, Florida Statutes, as such may be amended from time to time.
- (c) In accordance with Chapter 2023-174, Laws of Florida, and section 316.1896, Florida Statutes, as may be amended, the City Commission shall designate by resolution existing City staff to serve as the clerk to the Local Hearing Officer.

Sec. 90-383. – Program Implementation Requirements.

- (a) *Vendor Contract.* Pursuant to section 316.0776, Florida Statutes, before the City contracts or renews a contract to place or install a speed detection system in a school zone, the contract or contract renewal must be approved by the City Commission at a regular or special City Commission meeting. The contract or contract renewal may not be heard on the consent agenda and the public must be allowed to comment pursuant to the City's public comment policies.
- (b) *Installation and Operation of Speed Detection Systems.* Pursuant to sections 316.008 and 316.0776, Florida Statutes, speed detection systems

may be installed and operated only in the school zones designated by this Ordinance and/or subsequent amendments thereto.

- (c) *Signage Requirements.* The installation and operation of speed detection systems, including required signage, shall be in accordance with Chapter 316, Florida Statutes, all applicable regulations of the Florida Department of Transportation and the Florida Department of Highway Safety and Motor Vehicles, and the terms of any Memorandum of Understanding or other written agreement that may be entered into between Eustis Police Department and/or the City and its vendor(s).
- (d) *Public Awareness.* Pursuant to section 316.0776, Florida Statutes, before notices of violation for school zone speed infractions may be issued, a public announcement and 30-day public awareness campaign of the initial proposed use of speed detection systems must be conducted. During the 30-day public awareness campaign, only a warning may be issued to the registered owner for a school speed zone infraction and a fine shall not be imposed.

Sec. 90-384. – Designation of School Zones.

The City Commission finds that based upon the traffic data and other evidence presented at the public hearing this date of adoption, the school zones on the roadways surrounding the following schools constitute a heightened safety risk that warrants additional enforcement measures by installation or placement of speed detection systems pursuant to section 316.008, Florida Statutes. Subsequent speed detection systems may be approved for inclusion or removal via amendment to this Ordinance in accordance with applicable law.

Eustis High School
1300 E Washington Avenue
Eustis, FL 32726

Curtright Campus (9TH Grade Center)
1801 Bates Avenue
Eustis, FL 32726

Eustis Elementary
714 Citrus Avenue
Eustis, FL 32726

Eustis Heights Elementary
250 W Atwater Avenue
Eustis, FL 32726

Sec. 90-385. – Enforcement Procedures.

- (a) *General Powers.* The Eustis Police Department shall be authorized to enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to Chapter 2023-174, Laws of Florida, for violations of sections 316.183 and 316.1895, Florida Statutes, through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation. The Eustis Police Department Chief of Police or designee is responsible for establishing the business rules of procedure between the vendor and the City necessary for implementing this Section.
- (b) *Review of Speed Detection System Information.* Pursuant to section 316.1896, Florida Statutes, as may be amended, information captured by a speed detection system shall be reviewed by a law enforcement officer or traffic infraction enforcement officer.
- (c) *School Zone Speed Detection System Violations.* The applicable speed limit on a roadway properly maintained as a school zone may be enforced through the capturing of a violation by a speed detection system as follows:
- (i) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program.
 - (ii) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session.
 - (iii) For a violation of section 316.183, Florida Statutes, in excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.
 - (iv) For a violation of section 316.1895, Florida Statutes, in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session.
- (d) *Notice of Violation.* A notice of violation must be sent to the registered owner of the motor vehicle involved in the violation as provided under section 316.1896, Florida Statutes.

- (e) *Hearing Procedures and Appeals.* Hearings to contest notices of violations shall be held in accordance with the requirements of Chapter 2023-174, Laws of Florida, and sections 316.0083(5) and 316.1896, Florida Statutes. An aggrieved party may appeal a final administrative order of the Local Hearing Officer in accordance with section 316.1896, Florida Statutes.
- (f) *Defenses and Penalties.* The enforcement of school zone speed infractions including the issuance of notices of violation and uniform traffic citations, the processing of affidavits to assert an exception to liability, and the assessment of fines and costs must comply with section 316.1896, Florida Statutes.

In accordance with section 316.1896(14)(e), Florida Statutes, the Local Hearing Officer must assess the statutory authorized penalty if the registered owner is found in violation and may also require the registered owner to pay municipal costs not to exceed \$250 per violation. A registered owner who receives a notice of violation may, within 30 days:

- (i) Pay the fine of \$100.00, as fixed by section 318.18(3)(d), Florida Statutes, as it may be amended; or
 - (ii) Submit an affidavit establishing an exception to liability pursuant to section 316.1896(8), Florida Statutes, as it may be amended; or
 - (iii) Request a hearing.
- (g) *Issuance of a uniform traffic citation.* A law enforcement officer or traffic infraction enforcement officer shall be authorized, pursuant to section 316.1896, Florida Statutes, to issue a uniform traffic citation for violations of sections 316.1895 or 316.183 as authorized by section 316.008(9), Florida Statutes. If the registered owner of a vehicle does not timely pay the fine reflected on the notice of violation, submit a sufficient affidavit, or request a hearing, a uniform traffic citation must be issued by a law enforcement officer or a traffic infraction enforcement officer to the registered owner and transmitted to the Lake County Clerk of the Court for disposition by the county court.

Sec. 90-386. – Collection of Evidence, Public Records, and Retention Requirements.

In accordance with section 316.1896, Florida Statutes, a speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce school zone speed infractions, or user-controlled pan or tilt adjustments of speed detection components, do not constitute remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to document school zone speed infractions and for purposes of determining criminal or civil liability for

incidents captured by the speed detection system incidental to the permissible use of the speed detection system.

Any recorded video or photograph obtained via a speed detection system must be destroyed within 90 days after the final disposition of the recorded event, pursuant to section 316.1896, Florida Statutes. Written notice that such records have been destroyed must be provided by December 31st of each year to the City by its speed detection system vendor. All public records related to the administration of this Section must be maintained in accordance with Florida law and all requests for such records must be addressed in accordance with Chapter 119, Florida Statutes, and any other applicable state law.

Sec. 90-387. – Annual Reporting Requirements.

The City, with the assistance of Eustis Police Department and/or the vendor, will annually report on the City's school zone speed enforcement program to the public and to the Florida Department of Highway Safety and Motor Vehicles in accordance with sections 316.0776 and 316.1896, Florida Statutes, as they may be amended.

Pursuant to section 316.0776 (3)(c), the compliance or sufficiency of compliance with this requirement may not be raised in a proceeding challenging a notice of violation for a school zone speed infraction.

Sec. 90-388. –Collected Fines and Costs.

All fines and costs collected pursuant to this Article must be remitted in accordance with sections 316.1896 and 318.18, Florida Statutes, and any other relevant state law.

Sec. 90-389. –School Crossing Guard Recruitment and Retention Program.

Pursuant to section 316.1894, Florida Statutes, as may be amended, the law enforcement agency having jurisdiction over a municipality conducting a school zone speed detection system program authorized by section 316.008(9), Florida Statutes, must use funds generated pursuant to section 316.1896(5)(e), Florida Statutes, from the school zone speed detection system program to administer the School Crossing Guard Recruitment and Retention Program. Such program may provide recruitment and retention stipends to crossing guards at K-12 public schools, including charter schools, or stipends to third parties for the recruitment of new crossing guards. The School Crossing Guard Recruitment and Retention Program must be designed and managed at the discretion of the law enforcement agency.

Sec. 90-390 – 90-399. –Reserved.

SECTION 3. SEVERABILITY. If any part of this Ordinance is declared unconstitutional or otherwise invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 4. RESOLUTION OF CONFLICT OF LAWS. In all instances where Florida law, as evidenced by the Florida Administrative Code, Florida Statutes, applicable case law, or otherwise, mandates standards or requirements that are stricter than the provisions of this Ordinance, or where a matter is addressed by Florida law that is not addressed by this Ordinance, then said law shall govern. In situations where this Ordinance addresses a matter in a manner that is stricter than that of Florida law, the provisions of this Ordinance shall control.

SECTION 5. INCLUSION IN THE CITY OF EUSTIS CODE OF ORDINANCES. The provisions of this Ordinance shall become and be made a part of the City of Eustis Code of Ordinances, that the sections of this Ordinance may be renumbered to accomplish such intention, and that the word Ordinance shall be changed to Article, Section, Subsection, or other appropriate word as may be applicable.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption on second reading. Following the adoption of this Ordinance, the City may take all steps necessary to carry out the implementation of this Ordinance as provided herein.

PASSED, ORDAINED AND APPROVED in Regular Session of the City Commission of the City of Eustis, Florida, this 1st day of February, 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 February, 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 24-11 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



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: February 1, 2024

RE: **Resolution 24-10:** Designating the City's Code Enforcement Board as the Local Hearing Officer pursuant to Ordinance 24-11 and Chapter 2023-174, Laws of Florida.

Resolution 24-11: Appointing the Eustis Police Chief or his/her designee as the clerk to the City's Code Enforcement Board (Local Hearing Officer) for school zone speed detection system use infractions per section 316.1896, Fla. Stat.

Background

On July 1, 2023, House Bill 657 ("HB 657"), as codified under Chapter 2023-174, Laws of Florida, went into effect, authorizing municipalities to use speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation to enforce the speed limit in a school zone at specified periods.

The City adopted Ordinance Number 24-11, authorizing the use and implementation of school zone speed detection systems within City limits which requires the designation of a Local Hearing Officer.

Resolution 24-10

Per Ordinance Number 24-11 and Chapter 2023-174, Laws of Florida, the City Commission must designate a Local Hearing to conduct proceedings in accordance with section 316.1896, Florida Statutes, as such may be amended from time to time.

Resolution 24-10 designates the City's Code Enforcement Board as its Local Hearing Officer for hearings on school zone speed limit infractions enforced through speed detection systems.

Resolution 24-11

Section 316.1896, Florida Statutes, provides that municipalities electing to enforce school zone speed limit violations using speed detection systems must designate by resolution existing staff to serve as the clerk to the Local Hearing Officer.

Resolution 24-11 approves the City Commission's designation of the Eustis Police Chief or his/her designee to serve as clerk to the Local Hearing Officer for hearings on school zone speed limit infractions enforced through speed detection systems as mandated by Florida law.

RECOMMENDATION

Approval of Resolutions 24-10 and 24-11.

ATTACHMENTS

Resolution 24-10

Resolution 24-11

Requesting Department: Eustis Police Department

Prepared By: Sasha Garcia, City Attorney

Reviewed By: Tom Carrino, City Manager

RESOLUTION 24-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, DESIGNATING THE CITY CODE ENFORCEMENT BOARD AS THE LOCAL HEARING OFFICER PURSUANT TO CHAPTER 2023-174, LAWS OF FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 1, 2023, House Bill 657 (“HB 657”), as codified under Chapter 2023-174, Laws of Florida, went into effect, authorizing municipalities to use speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation to enforce the speed limit in a school zone at specified periods; and

WHEREAS, to promote deterrence of drivers speeding through school zones, and thereby aid in further protecting the health, safety and welfare of students, pedestrians and residents, the City of Eustis (the “City”) adopted Ordinance Number 24-11, authorizing the use and implementation of school zone speed detection systems within City limits; and

WHEREAS, per Ordinance Number 24-11, the City Commission hereby designates its currently appointed Code Enforcement Board to serve as its Local Hearing Officer, having jurisdiction to conduct proceedings in accordance with Chapter 2023-174, Laws of Florida and section 316.1896, Florida Statutes, as such may be amended from time to time; and

WHEREAS, the City Commission, in good faith, determines that this Resolution is in the best interest of the City and its residents.

NOW, THEREFORE, be it resolved by the City Commission of the City Eustis, Florida that:

Section 1. Designation of Local Hearing Officer per Ordinance 24-11. The Eustis City Commission hereby designates its Code Enforcement Board to serve as the City’s Local Hearing Officer in accordance with Chapter 2023-174, Laws of Florida and section 316.1896, Florida Statutes, as such may be amended from time to time.

Section 2. Conflict. Any other Resolution or part thereof in conflict with this Resolution or any part hereof is hereby repealed to the extent of the conflict.

Section 3. Severability. It is declared to be the intent of the Eustis City Commission that, if any section or portion of this Resolution is for any reason held invalid or unconstitutional, by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

DONE AND ADOPTED in Regular Session of the City Commission of the City of Eustis, Florida, this 1st day of February, 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 February, 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 reliance and use by the Eustis City Commission.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-10 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



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: February 1, 2024

RE: **Resolution 24-10:** Designating the City's Code Enforcement Board as the Local Hearing Officer pursuant to Ordinance 24-11 and Chapter 2023-174, Laws of Florida.

Resolution 24-11: Appointing the Eustis Police Chief or his/her designee as the clerk to the City's Code Enforcement Board (Local Hearing Officer) for school zone speed detection system use infractions per section 316.1896, Fla. Stat.

Background

On July 1, 2023, House Bill 657 ("HB 657"), as codified under Chapter 2023-174, Laws of Florida, went into effect, authorizing municipalities to use speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation to enforce the speed limit in a school zone at specified periods.

The City adopted Ordinance Number 24-11, authorizing the use and implementation of school zone speed detection systems within City limits which requires the designation of a Local Hearing Officer.

Resolution 24-10

Per Ordinance Number 24-11 and Chapter 2023-174, Laws of Florida, the City Commission must designate a Local Hearing to conduct proceedings in accordance with section 316.1896, Florida Statutes, as such may be amended from time to time.

Resolution 24-10 designates the City's Code Enforcement Board as its Local Hearing Officer for hearings on school zone speed limit infractions enforced through speed detection systems.

Resolution 24-11

Section 316.1896, Florida Statutes, provides that municipalities electing to enforce school zone speed limit violations using speed detection systems must designate by resolution existing staff to serve as the clerk to the Local Hearing Officer.

Resolution 24-11 approves the City Commission's designation of the Eustis Police Chief or his/her designee to serve as clerk to the Local Hearing Officer for hearings on school zone speed limit infractions enforced through speed detection systems as mandated by Florida law.

RECOMMENDATION

Approval of Resolutions 24-10 and 24-11.

ATTACHMENTS

Resolution 24-10

Resolution 24-11

Requesting Department: Eustis Police Department

Prepared By: Sasha Garcia, City Attorney

Reviewed By: Tom Carrino, City Manager

RESOLUTION 24-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPOINTING EXISTING STAFF TO SERVE AS THE CLERK TO THE CITY'S LOCAL HEARING OFFICER PURSUANT TO CHAPTER 2023-174, LAWS OF FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, to promote deterrence of drivers speeding through school zones, and thereby aid in further protecting the health, safety and welfare of students, pedestrians and residents, the City of Eustis (the "City") adopted Ordinance Number 24-11, authorizing the use and implementation of school zone speed detection systems within City limits in accordance with Chapter 2023-174, Laws of Florida; and

WHEREAS, per Ordinance Number 24-11, the City adopted Resolution 24-10 designating its Code Enforcement Board to serve as its Local Hearing Officer, having jurisdiction to conduct proceedings in accordance with Chapter 2023-174, Laws of Florida and section 316.1896, Florida Statutes, as such may be amended from time to time; and

WHEREAS, section 316.1896, Florida Statutes, provides that municipalities electing to enforce school zone speed limit violations using speed detection systems must designate by resolution existing staff to serve as the clerk to the local hearing officer; and

WHEREAS, the City Commission designates the Eustis Police Chief or his/her designee to serve as clerk to the local hearing officer for hearings on school zone speed limit infractions enforced through speed detection systems.

NOW, THEREFORE, be it resolved by the City Commission of the City Eustis, Florida that:

Section 1. Designation of Existing Staff as Clerk to the Local Hearing Officer. The Eustis City Commission hereby designates the Eustis Police Chief or his/her designee to serve as the clerk to the City's Local Hearing Officer in accordance with Chapter 2023-174, Laws of Florida and section 316.1896, Florida Statutes, as such may be amended from time to time.

Section 2. Conflict. Any other Resolution or part thereof in conflict with this Resolution or any part hereof is hereby repealed to the extent of the conflict.

Section 3. Severability. It is declared to be the intent of the Eustis City Commission that, if any section or portion of this Resolution is for any reason held invalid or unconstitutional, by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

DONE AND ADOPTED in Regular Session of the City Commission of the City of Eustis, Florida, this 1st day of February, 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 February, 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 reliance and use by the Eustis City Commission.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-11 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



Eustis Police Department

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

Road Patrol Division

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: February 1st, 2024

RE: Resolution 24-15 Approving a Photo Enforcement Services Agreement with Altumint, Inc.

Introduction:

Resolution Number 24-15 authorizes the City Manager to execute a Photo Enforcement Services Agreement with Altumint, Inc. consistent with Chapter 2023-174 of the Laws of Florida.

Recommended Action:

The administration recommends approval of Resolution Number 24-15.

Background:

As of July 2023, the State of Florida has approved the use of cameras to enforce speeding in school zones as part of House Bill 657. Vehicles in excess of 10 mph above the speed limit can be issued a municipal citation of \$100. The school zone cameras are active for the entirety of the school day, plus 30 minutes before and 30 minutes after, per the legislation.

On February 1, 2024, the Eustis City Commission approved Ordinance 24-11, which established a School Zone Speed Enforcement Program.

Consistent with state statute, Ordinance 24-11 included traffic study data that showed the school zones in Eustis constitute a heightened safety risk that warrants additional traffic enforcement measures. The Police Department believes there is a need for additional enforcement in these areas and school zone cameras have the potential to dramatically limit the number of vehicles speeding.

By partnering with Altumint, the Police Department is employing a force multiplier to ensure the schools zones are enforced more effectively. Altumint then helps to streamline the process and eliminate the hiring of exponentially more staff by mailing and handling the payments of the citations issued.

Studies have shown that a child struck by a vehicle going 20 mph or less has a 90% survival rate. That number drops to 50% at 30 mph and at 40 mph the chance of survival is less than a 10%. Having an automated speed enforcement system in the

school zones will encourage drivers to pay more attention when entering school zones, thus decreasing the likelihood of a serious accident involving a child.

The draft agreement includes several key provisions. Altumint will provide the necessary monitoring equipment and provide ongoing maintenance/support of the system. They will also provide a number of administrative services, including mailing citations, processing payments, and providing a customer service call center. The agreement also allows for the necessary training and support for City staff involved in the process. The term of the agreement is five years with two, three-year extensions. The system is provided to the City on a cost-neutral basis, which means the City has no out-of-pocket expenses as Altumint retains their fees out of the fines collected.

Community Input:

There will be an opportunity for public input at the City Commission meeting on February 1, 2024.

Budget/Staff Impact:

There is no direct cost to the City of Eustis per the Altumint contract. The agreement does allow Altumint to retain \$3,499 per monitoring system per month in fines collected.

Specific staff will have to be trained and certified to review municipal traffic citations. Altumint will provide the training necessary to certify the selected staff.

Reviewed By:
Chief Craig A Capri, Chief of Police

Prepared By:
Captain Jon Fahning, Road Patrol Commander

Updated By:
Tom Carrino, City Manager

RESOLUTION NUMBER 24-15

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; AUTHORIZING THE APPROVAL OF A PHOTO ENFORCEMENT SERVICES AGREEMENT BETWEEN THE CITY OF EUSTIS AND ALTUMINT, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1, 2023, House Bill 657 (“HB 657”), as codified under Chapter 2023-174 of the Laws of Florida, went into effect, authorizing municipalities to use speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation to enforce the speed limit in a school zone at specified periods; and

WHEREAS, the Eustis City Commission created a School Zone Speed Enforcement Program consistent with Chapter 2023-174 with the final approval of Ordinance Number 24-11 on February 1, 2024; and

WHEREAS, HB 657 requires that before the City contracts or renews a contract with a vendor to place or install speed detection systems, the City must approve the contract or contract renewal at a regular or special commission meeting; the vendor contract may not be considered as part of the consent agenda as public input must be allowed; and

WHEREAS, the creation of a School Zone Speed Enforcement Program and the Photo Enforcement Services Agreement with Altumint, Inc. will protect the health, safety, and welfare of Eustis residents.

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

1. The City Manager is hereby authorized to execute the attached Photo Enforcement Services Agreement with Altumint, Inc. and any other documents necessary to implement the School Zone Speed Enforcement Program.

DONE AND RESOLVED, this 1st day of February 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 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 physical presence, this 1st day of February 2024, by the City of Eustis Mayor, Michael Holland and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-15 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Photo Enforcement Services Agreement

City of Eustis, Florida

This **Photo Enforcement Services Agreement** (the "Agreement") is made and entered into this [] day of _____, 2024 (the "Effective Date"), by and between Altumint, Inc., a Maryland corporation with offices at 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706 ("Altumint"), and the City of Eustis, Florida with an office at 10 N Grove St, Eustis, FL 32726 ("Client").

1. Background

Whereas, Altumint is in the business of providing automated traffic violation detection, imaging and administrative services to authorized municipalities and government agencies using Altumint's proprietary systems (as more specifically described herein below, the "Services"); and

Whereas, Client is an authorized municipality or government agency with a need for such Services; and

Whereas, Client desires to contract, pursuant to the terms and conditions of this Agreement, with Altumint for the provision of such Services.

Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Client and Altumint agree as follows:

2. Services

During the Term of this Agreement, and in consideration of the Fees specified in Schedule A ("Altumint Fees"), Altumint shall use reasonable commercial efforts to provide the Services to Client in accordance with the terms and conditions of this Agreement. Services shall include the following:

a. Detection and Recording of Potential Traffic Violations

Altumint will make available to Client certain traffic violation detection systems, which work in conjunction with a photographic, video, or electronic camera and may also include certain equipment provided by third parties, to produce photographs, video or digital images of vehicles potentially violating traffic laws, and which may include, but are not limited to, portable, mobile and or fixed site camera systems ("Monitoring System") to detect and record potential traffic violations at the service locations(s) selected by Client ("Recorded Events"). Client agrees to operate the Monitoring System in a manner consistent with the terms and conditions of this Agreement. The Client also agrees to operate all Monitoring Systems in compliance with applicable and prevailing laws of the state and/or local jurisdiction.

b. Initial Validation of Recorded Events

Altumint will promptly perform a preliminary review of Recorded Events data for the sole purpose of attempting to filter Recorded Event data that is of insufficient quality for further

use. For example, and without limitation, Altumint may filter Recorded Events data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. Client will have the sole and exclusive responsibility for the final review of Recorded Events data not filtered by Altumint and the authorization and issuance of a citation thereafter.

c. Motor Vehicle Records

Altumint will promptly retrieve applicable Motor Vehicle Administration (“MVA”) records from Florida and other states’ databases for motor vehicles photographed in Recorded Events using registration plate information from such vehicles, where such information is reasonably discernible from the Recorded Event. Client agrees to provide Altumint with the required authorizations and applicable access codes for Altumint to effectuate such retrieval of MVA records. The retrieval of MVA records by Altumint is solely for the purpose of presenting such information to Client and Client shall be responsible for confirming the accuracy of and matching the information to the subject motor vehicle in each instance. Altumint agrees that it will use all MVA databases in accordance with any use limitations and restrictions imposed by the owner of the database, any government or Client.

d. Access to Website

After Altumint has completed its preliminary review of Recorded Events data, Altumint shall post Recorded Events data not filtered by Altumint to Altumint’s proprietary VioView™ software via the internet to allow for Client’s review of Recorded Events on Altumint’s website and authorization and issuance of citations. Availability of the website and VioView software will be generally twenty-four (24) hours per day, seven (7) days per week; provided, however, that such availability is subject to change without advance notice as a result of system maintenance, unplanned downtime, and other factors and circumstances beyond Altumint’s control. Altumint will not be responsible for any such reasonable unavailability or downtime. Client’s use of the website and VioView software is governed by the terms of this Agreement and the Terms of Service posted on the website.

e. Payments by Mail and Online

Citation payments may be made by check, money order, or credit card. Altumint, directly and or through Altumint’s third-party processor, will process payments made by mail and, at no additional cost to Client, provide the capability for individuals receiving citations to view and pay citations online by credit card. All citations and delinquent notices will expressly state that all payments of fines are to be made payable to Client at the designated physical or website address. All payments of citations will be deposited into the Lockbox Account described in Section 8 below. Payments of citations will be tracked using the system of record, VioView Financial Tracking System (“VioView FTS”).

f. Citations and Delinquent/Final Notices, Printing, and Mailing

Altumint, directly or through Altumint’s printing services provider, at no additional cost to Client, will print and mail a citation issued by Client or Client’s Approving Authorities (as

defined in Section 3(f) below), and one delinquent (or one Final) notice for outstanding citation (collectively, "Notices") to the registered owner/lessee/other of motor vehicles bearing State of Florida plates and out-of-state plates to whom a citation has been approved by Client. Such Notices will be in a fixed, standardized format pre-approved by Client. Delinquent or Final notices will include notification of any Related Fees as defined on Schedule A of this Agreement. Client will be responsible for ensuring that the format and content of Notices comply with all applicable laws, rules and regulations. Citations will be mailed to the individual and address specified on the issued citations, which shall be the name, and address of the registered owner/lessee/other of the vehicle as shown on the vehicle registration records. Delinquent or Final Notice(s) will be mailed to the address on the issued citation, unless an updated address becomes available to Altumint.

g. Hearings

Altumint will make available, at Altumint's expense, a qualified expert representative to attend and provide testimony for the initial court hearing for citations provided that Altumint received at least thirty (30) days prior written notice of each such hearing. Altumint is not responsible for the outcome of any such hearing. In the event of additional expert testimony requests Client will reimburse Altumint for costs incurred in making such expert available to testify, including reasonable travel, lodging and related expenses and time at the expert's then-current hourly rate.

h. Maintenance and Support

Altumint will, in a timely and prompt manner, maintain and service the Monitoring System and assist Client personnel who operate the Monitoring System. Altumint will be on call to correct any malfunction that renders the Monitoring System inoperable during enforcement hours. Any and all maintenance records shall be considered Confidential Information (defined hereafter) and shall not be disclosed to Client or anyone else, except as provided in the Confidentiality Section of this Agreement.

i. Training

Altumint, at no additional charge to Client, will be responsible to train Client to operate the Monitoring System. This includes training new operators as staffing assignments may change at the sole discretion of the Client.

j. Service Locations

Altumint shall provide to Client, without charge, technical advice as to the feasibility of proposed Service Locations.

k. Citizen Inquiries

Altumint shall provide, and include on citations, a telephone number to which recipients of citations may call Monday-Friday, 8:00 a.m. to 5:00 p.m. (ET), excluding legal holidays, to speak with a knowledgeable attendant to make inquiries and receive prompt informed answers to questions regarding such citations, billing and payment procedures and status

of payments and hearing dates. Altumint may employ the services of a customer service call center; Client specifically agrees that such call center's representatives may access and view any and all information relevant and/or necessary for the provision of the Services described hereunder.

I. Hearing Dockets

Unless agreed otherwise by the parties, on not less than a monthly basis, Altumint, in consultation with Client, shall prepare and submit to the applicable hearing officer or Court all paperwork and other documentation necessary for scheduling of hearings on all citations then ripe for review or adjudication. Altumint shall only send a notice to appear at a hearing for recipients of citations who have made a timely hearing request.

m. Collections Support

Altumint acknowledges that Client may place the collection of unpaid citations issued pursuant to the terms and conditions of this Agreement and past due debt owed to Client resulting from past due citations and Related Fees with a third party, for purposes of filing collection actions against any motorist and/or debtor who fails to pay amounts due and owing under any citations. Client shall be solely responsible for any and all court costs, filing fees, collection fees, attorney fees and other expenses incurred. In association with contractual agreements referenced hereunder, Altumint is hereby authorized to provide a third party with whom the Client contracts to provide debt collections services, with any and all information relevant and/or necessary for the collection of unpaid citations, including personal information of the recipients of the citations, but Client is not obligated to use the third party provided by Altumint. Altumint's obligations to cooperate and provide information to any third party whom the Client contracts to provide debt collections services shall continue throughout the term of the Agreement and for a period of twenty-four (24) months following the termination of this Agreement. Client agrees to pay Altumint an additional Processing and Administration Fee set forth in Schedule A for providing information and administrative services for the collections effort performed by a third party.

3. Client's Responsibilities

Client acknowledges that certain aspects of the Service require the participation and cooperation of Client, without which Altumint's performance of the Services may be significantly impaired or delayed. Client is responsible for the following:

a. Service Location

Client will select the location(s) at which the Monitoring System will detect and record potential violations ("Service Location(s)"). After the commencement of service at a Service Location, Client may elect to change the Service Location by notifying Altumint, but Altumint reserves the right to decline a request to change a Service Location that in Altumint's opinion is technically infeasible. Client may not use the Services for any purpose not allowed by law.

b. Preserve the Monitoring System

Client acknowledges that the Monitoring System used to detect and record Recorded Events consists of valuable personal and intellectual property of Altumint. Client agrees to use its best efforts to safely operate, protect and preserve the Monitoring System during the term of this Agreement, including, but not limited to, restricting movement of and access to the Monitoring System by anyone other than Client and Altumint personnel.

c. Operate the Traffic Monitoring System

After installation, the Client has the sole responsibility to operate the Traffic Monitoring System, subject to equipment maintenance and the functions outlined in this Agreement as the responsibility of Altumint.T

d. Complete Operator Training

Client will complete training by Altumint in the procedures for setting up and operating the Monitoring System. Altumint, at no additional cost to Client, will issue upon request a signed certificate to Client on completion of training.

e. Maintain Daily Self-Test Log

Client will maintain a daily self-test log when applicable to record the Monitoring System's self-test results.

f. Designate Citation Approving Authorities

Client shall select and designate certain sworn officers or other duly authorized approving authorities ("Approving Authorities") who shall review Recorded Events, identify traffic violations, and lawfully authorize and issue citations for such identified violations using the VioView™ software and website. Client has sole responsibility for ensuring that the designated approving authorities are duly and lawfully authorized to receive and view MVA records and issue citations for the pertinent traffic violations. Altumint will assign those authorities a login-ID for accessing VioView™ software and website. The parties agree that Altumint shall not be the Approving Authority.

g. Safeguard Login Information

Client will receive one (1) login-ID to VioView per Approving Authority. Client acknowledges that VioView login-IDs allow full access to Recorded Event data, including but not limited to, information derived from MVA records, and allows the ability to authorize and issue citations. Client shall be solely and exclusively responsible for safeguarding VioView login-IDs and ensuring that unauthorized individuals do not gain access to VioView. Altumint will also provide Client one (1) VioView FTS login-ID for the exclusive use by individuals authorized by Client to view citations and financial information. It shall be the Client's responsibility to safeguard the VioView FTS login-ID as issued. Client will immediately notify Altumint of any compromise or suspected compromise of any login-ID within its knowledge. Use of VioView FTS is governed by the terms of service posted on the VioView website.

h. Collection of Citation Payments by Client

Client shall not collect citation payments in any manner that is inconsistent with the provisions of this Agreement. Client shall instruct individuals to either pay online or mail all such payments to the Lockbox Account described in the Distribution of Funds Section.

4. Credit Card Processing

Altumint will provide the capability for individuals receiving citations to pay their citations by credit card at no additional charge to Client. Altumint will provide individuals receiving citations access to its website via the internet to view and pay citations online. Altumint is solely responsible for the functionality, security and maintenance of the payment system and will ensure that it conforms to all federal, local, and state laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment. Credit card processing costs will be paid by Altumint; Altumint is authorized to charge a reasonable credit card convenience fee to individuals who pay by credit card and such credit card convenience fees are not considered revenue under this Agreement and will be retained in full by Altumint. If Altumint charges a credit card convenience fee, Altumint shall disclose said fee on the payment portal of its website.

5. System Ownership, Operation, Maintenance, and Modifications

- a. Altumint does not convey any equipment or system to Client. Equipment or system or any part of the equipment or system provided or used by Altumint in connection with the provision of Services under this Agreement is and shall remain the exclusive property of Altumint. In the event Altumint determines, in its sole discretion, that Client is not utilizing all or any part of the Monitoring System in a sufficient manner, Altumint may recall all or any of its Monitoring System and Client agrees to make such recalled portion of the Monitoring System immediately available for retrieval by Altumint.
- b. Monitoring System or equipment replacement, repairs, upgrades or modifications which, in the reasonable opinion of Altumint, are required as a result of neglect, misuse, theft or loss while in the Client's Possession, including without limitation a repair arising from or in connection with the use of software other than software provided by Altumint, shall be made at the sole expense of Client, including but not limited to, the actual cost of the repair or replacement of said system, along with labor (at Altumint's then-current hourly rate), shipping, and travel expenses, as applicable. Otherwise, all such Monitoring System or equipment replacement, repairs, upgrades or modifications shall be made at the sole expense of Altumint.
- c. Upgrades to Altumint's Monitoring Systems and/or reinstallations and/or modifications of hardware or software which are requested in writing by the Client but reasonably not deemed necessary or required for proper system operation by Altumint, shall be made at the sole expense of Client. This includes, but is not limited to, the actual cost of the upgrades, modification, or replacements of said system, hardware or software, along with shipping expenses, travel expenses if required, and labor costs at Altumint's then-current hourly rate. Altumint must provide to the Client a detailed accounting of these costs and expenses and the cost and expenses must be pre-approved by Client in writing and conform to Client's billing practices prior to Altumint undertaking the upgrade(s).

6. Software Training and Support

Throughout the Term of this Agreement, Altumint at no additional cost to Client, agrees to provide training for Altumint's VioView and VioView FTS software and website. Altumint will provide a reasonable number of reference manuals describing the features and operations for VioView and VioView FTS. Altumint will endeavor to provide updates to VioView and VioView FTS software within a reasonable time after they become generally available; provided, however, that Altumint has no obligation under this Agreement to update or modify its software in any way. Throughout the Term of this Agreement, reasonable technical assistance will be available by telephone at no charge to Client during the hours of 8:00 a.m. to 5:00 p.m. (ET), Monday through Friday (with the exception of all state and nationally recognized holidays).

7. Altumint Fees

a. **Fees.** In exchange for the Services described in this Agreement, Client agrees to pay Altumint the Fees set forth on Schedule A. Fees will be calculated based on documentation and reports extracted from VioView FTS. Client agrees that, subject to reconciliation and audit as hereinafter provided, such documentation from VioView FTS is a fair and accurate basis for the calculation of the fees due under this Agreement and such documentation shall be relevant and material in any dispute between the parties with respect to fees due hereunder. Altumint and Client will have access to VioView FTS reports. Altumint will use these reports to calculate fees due to Altumint.

b. **Cost Neutrality.** Altumint, and not Client, shall be responsible for all ongoing costs of the program. Specifically, Client shall not pay any "upfront" or capital costs for the Monitoring System. In the event that the total monthly fees set forth in Schedule A exceed the gross revenues of fines collected in a given month, the remaining unpaid fees shall "rollover" and be added to the following month's fee total. Upon the termination or expiration of this Agreement, to the extent any unpaid rollover amounts would otherwise be owed to Altumint, such amounts shall be forgiven and no payment will be owed by Client.

8. Distribution of Funds

As an administrative convenience to the Client and to ensure accurate and complete tracking of program funds, Altumint will establish, at no additional cost to the Client, a bank account with lockbox service ("Lockbox Account") for the purpose of accepting deposits of violation payments, including credit card payments and returned check processing costs. Within the Lockbox Account, Client violation payments are applied to open citations and reconciled on a weekly basis. Furthermore, on a monthly basis, on Friday, or the following business day in the event that Friday falls on a bank holiday, commencing the month following the first payment receipt, Client expressly authorizes Altumint to distribute to Client funds deposited net of the Fees set forth in Schedule A, and distribute the remainder of the funds to Altumint for services provided. Altumint, at no additional cost to Client, agrees to maintain such bank account for a minimum of twelve (12) months after the date of termination of this Agreement.

9. Confidentiality

Client and Altumint agree not to disclose information related to performance of the Services under this Agreement, including but not limited to the information identified in Sections 2(c) and 2(f) of this Agreement, to anyone except as required by law (including the Florida Sunshine Act), or by mutual agreement.

10. Term, Commencement of Service, and Termination

A. Term

The term of this Agreement shall start on the date of the first issued citation (the “go-live” date) and remain in effect for a period of five (5) years (the “Initial Term”). Upon the expiration of the Initial Term, this Agreement will automatically renew for two (2) successive periods of three (3) years each (each three (3) year period being a “Renewal Term”, and collectively with the Initial Term is referred to as the “Term”) upon the same terms and conditions. If either Client or Altumint elects not to renew, it must notify the other party in writing at least ninety (90) days prior to the commencement of the applicable Renewal Term.

B. Termination for Default

Either party shall be entitled to terminate this Agreement in the event of a failure by the other party to perform any of its material obligations under this Agreement if such breach is not cured within thirty (30) days after receipt of notice thereof from the non-defaulting party or within ten (10) days after receipt of such notice if such breach relates to the non-payment of Fees or other amounts owed hereunder or a breach by Client which materially compromises the security of the Services or Confidential Information.

C. Termination for Reason Other Than for Default

Notwithstanding subsection (a) above, should changes in law or regulation mean that Client is no longer authorized to operate and/or contract for the Services or the purposes of this Agreement be frustrated for reasons not attributable to the Client or Altumint, then Client may terminate this Agreement upon sixty (60) days prior written notice to Altumint and declare the effective date of such termination. Upon termination under this subsection, the Client and Altumint shall reconcile amounts owed and/or to which each is entitled under this Agreement up to the date of termination of this Agreement.

D. Effect of Termination

In the event of any termination of this Agreement, Client will suspend operations of the Monitoring System and return to Altumint such Monitoring System upon providing or receiving a notice of termination. Client will return to Altumint within ten (10) working days of the termination date all manuals, documentation and all other property and materials of Altumint provided to Client hereunder. Altumint and Client for a period of twenty-four (24) months after the termination date will continue the collection and distribution of revenue in accordance with this Agreement. Furthermore, Altumint shall operate with a third party with whom the Client contracts to provide debt collections services in connection with their collection efforts relating

to any citations for a period of twenty-four (24) months after the termination date.

E. Suspension of Services

The Client and Altumint reserve the right to suspend immediately any Services if continuation of such Services creates an unsafe condition. Upon notification from Altumint or the Client, in writing, Altumint and Client will suspend such Services until the parties agree to and resolve the condition(s) that led to the suspension. Altumint shall be obligated to continue the processing of Recorded Events prior to the notice of suspension or termination of Services, and Client shall continue the processing of all citations based upon such Recorded Events.

F. Survival of Certain Terms

The provisions of Sections 7, 8, 9, 11, 12, 13, 18 and 20 shall survive any suspension or revocation or operations or termination of this Agreement. No termination of this Agreement by either party for any reason shall serve to cancel, waive or otherwise affect any fees due to Altumint or Client hereunder resulting from Recorded Events having accrued on or before the effective date of any such termination.

11. Representations and Warranties

Client represents and warrants that:

- a. Client is a tax-exempt entity under the rules of the Internal Revenue Service and will provide Altumint a copy of its tax-exempt status upon request.
- b. Client will comply with all applicable laws, rules, and regulations in the use of the Services and in the performance of its obligations under and connection with this Agreement.

Altumint represents and warrants that it will perform the Services with care, skill, and diligence, in a commercially reasonable and professional manner, and shall be responsible for the professional quality and technical accuracy of the Services furnished under this Agreement. Altumint shall comply with all applicable laws, rules and regulations fulfilling Altumint's obligations under this Agreement.

Altumint owns and has the right to use, and make available for use by Client, VioView, VioView FTS and any similar software for the purposes of providing Services under this Agreement, and that such use will not violate or infringe upon the title or rights of use of such software by others.

No Other Warranties

EXCEPT AS EXPRESSLY PROVIDED ABOVE, ALTUMINT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY REGARDING THE PRODUCTIVITY OF THE SYSTEM OF ALTUMINT.

12. Insurance and Limitation of Liability

Altumint shall purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance and workers' compensation insurance with limits of not less than the following: (a) Personal injury liability insurance with a limit of \$1,000,000 each

occurrence/\$2,000,000 aggregate; Property damage liability insurance with limits of \$500,000 each occurrence/\$1,000,000 aggregate. Such insurance shall include completed operations and contractual liability coverage; (b) Automobile fleet insurance \$1,000,000 for each occurrence/aggregate; property damage \$500,000 for each occurrence/aggregate; and (c) Altumint shall comply with the requirements and benefits established by the State of Florida for the provision of Workers' Compensation Insurance. Altumint shall provide workers' compensation insurance meeting the statutory limits for Florida and Employers' Liability limits of \$500,000.

Altumint covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Altumint on behalf of the Client under this Agreement. Upon commencement of this Agreement, and thereafter as requested by Client, Altumint shall provide Client with a certificate or certificates evidencing the coverages required by this Section.

ALTUMINT'S MAXIMUM CUMULATIVE LIABILITY TO CLIENT ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE TOTAL FEES PAID TO ALTUMINT BY CLIENT HEREUNDER FOR THE TWELVE (12) MONTHS PRIOR TO A CLAIM ARISING. IN NO EVENT WILL ALTUMINT BE LIABLE TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF ALTUMINT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification

Altumint shall hold Client harmless from any liability arising from Altumint's performance of this Agreement and Client shall hold Altumint harmless from any liability arising from Client's performance of this Agreement. Nothing in this paragraph waives any immunity provided by laws or rights under the Florida Tort Claims Act as those relate to third-party claims against Client. This paragraph does not affect the obligations of Client under Distribution of Funds in Section 8.

14. Compliance with Laws

Altumint and Client each agree to comply with all applicable laws governing this Agreement and the performance of its terms, including laws governing the confidentiality of information, and agree that the Services shall be used only for the permitted purposes. Altumint and Client further agree that, unless authorized by Client, the information provided by Client and/or MVA databases including the names and addresses and associated information of persons and entities that have received a citation, shall remain confidential and shall not be sold or shared with any other non-law enforcement agency, company or entity for any purpose, including but not limited to marketing, sales, and/or solicitations.

15. Force Majeure

Altumint shall not be liable for any delays or failures in the system of Altumint or otherwise in the performance of the Services, which delays, or failures are directly or indirectly caused by vandalism, flood, storm, lightning, earthquake, tornado, other Acts of God, or war, riot, sabotage, strike, utility outage or other factors or circumstances beyond Altumint's reasonable control.

16. Independent Contractors

With respect to each other, Altumint and Client are independent contractors, and neither party, nor their respective officers, agents, employees, shall be deemed to be employees by the other party for any purpose. Further, Altumint and Client shall not be deemed to be partners, agents, joint ventures, or anything other than independent contractors.

17. Assignment

Neither Altumint nor Client is permitted to assign this Agreement without the prior written consent of the other party, except that Altumint may assign this Agreement to a third party that purchases all, or substantially all, of Altumint's assets in one or a series of related transactions provided that such third party agrees in writing to honor Altumint's obligations pursuant to this Agreement.

18. Governing Law

This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state or federal courts in the State of Florida. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and disbursements.

19. Notices

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.

20. Retention of Records by Altumint

Altumint will store recorded images associated with issued citations and related citation information ("Event Records") developed for the Client in the course of providing Services under this Agreement in accordance with the following rules per HB 657 enacted July 1, 2023:

- a. Any recorded video or photograph obtained through the use of a speed detection system must be destroyed within 90 days after the final disposition of the recorded event.

- b. Altumint will provide the county or municipality with written notice by December 31 of each year that such records have been destroyed in accordance with this subsection.

Altumint is neither a government agency, a "custodian," nor an "official custodian of a "public record"" as those terms are defined under the Florida Sunshine Law (or any successor or other applicable statutes), the federal Freedom of Information Act, or any other jurisdictions' public records information access statutory scheme, and Altumint is not an "authorized individual who has physical custody and/or control of a public record." Client has not hired Altumint, nor does Altumint serve, in any capacity as a custodian of Client's records, including but not limited to any records identified in this Agreement or in this Section.

21. Entire Agreement

This Agreement contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

22. Severability

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

23. Counterparts

This Agreement may be executed in counterparts of each which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by .pdf or similar electronic file shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have affixed their signatures below:

<p>Altumint, Inc.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>City of Eustis, Florida</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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Schedule A
TO THE SERVICE AGREEMENT BY AND BETWEEN
CITY OF EUSTIS
AND
ALTUMINT, INC

1. **Service Location:** School zone speed enforcement zones as directed by CLIENT.
2. **Fee due to ALTUMINT:** For the provisioning, deployment, operation, maintenance & service of each Monitoring System, along with our full suite of back-office processing services such as postage, printing, payment processing, certified mailing, court docket preparation, registration holds, customer service agents, reporting, etc. CLIENT shall pay ALTUMINT Fees as follows:

Monitoring System	Number of Systems	Monthly Rental Fee for Each Monitoring System	Fixed Violation Processing Fee
Blackhawk™	4	\$3,499	No additional charge for the first 1,000 total mailed violations each month. Each additional violation is \$8 per registered vehicle owner lookup

3. **Collections Administrative Fee:** CLIENT shall pay ALTUMINT an additional Processing and Administrative Fee of \$10 for each violation payment made through a collections agency.
4. **Additional Items Included at no charge:** Up to 4 Flock Safety Falcon LPR Cameras.

In order to ensure fairness in payment for services based on the amount of work required to operate the speed monitoring system, ALTUMINT and CLIENT will re-evaluate the pricing in Schedule A six months after the go-live date and adjust as appropriate.