



AGENDA

City Commission Meeting

6:00 PM – Thursday, February 15, 2024 – City Hall

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: COMMISSIONER NAN COBB

CALL TO ORDER

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE

2. APPROVAL OF MINUTES

[2.1](#) Approval of Minutes

February 1, 2024 City Commission Meeting

3. PRESENTATIONS

[3.1](#) Hand In Hand Lake County, Inc. Donation

[3.2](#) Future Business Leaders of America (FBLA) Eustis High School District 10 Activities Update

4. APPOINTMENTS

[4.1](#) Re-Appointments to Eustis Memorial Library Board of Trustees – Betsy Dokken, Carole Martin and Vivian Carla Miller Mitchell

5. AUDIENCE TO BE HEARD

6. CONSENT AGENDA

[6.1](#) Resolution Number 24-17: Statewide Mutual Aid Agreement

[6.2](#) Resolution Number 24-19: Acceptance of funding from Construct 2 to ensure the thoroughness of the pending Eustis Marketing Study, including brand research and analysis for downtown

[6.3](#) Resolution Number 24-20: Approving a Purchase in excess of \$50,000 for a Wastewater Department Replacement Vehicle

[6.4](#) Resolution Number 24-22: Professional Planning Services

[6.5](#) Resolution Number 24-23: Approval of Reinstatement and First Amendment To Vacant Land Contract For City-Owned Property Located at 110 W. Woodward Avenue

7. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

[7.1](#) Resolution Number 24-15: Approving a Photo Enforcement Services Agreement with Altumint, Inc. (Revised)

7.2 FIRST READING

Ordinance Numbers 24-02, 24-03, and 24-04: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS with ALTERNATE 1123461

- Ordinance Number 24-02 – Voluntary Annexation
- Ordinance Number 24-03 – Comprehensive Plan Amendment
- Ordinance Number 24-04 – Design District Assignment

7.3 FIRST READING

Ordinance Number 24-03: Comprehensive Plan Map Land Use Assignment for Recently Annexed Parcel with Alternate Key Number 1123461

7.4 FIRST READING

Ordinance Number 24-04: Assignment of Design District for Recently Annexed Parcel with Alternate Key Number 1123461

7.5 FIRST READING

Ordinance Numbers 24-08, 24-09, and 24-10: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS with ALTERNATE KEYS 1784069, 2814128 AND 2814144

- Ordinance Number 24-08 – Voluntary Annexation
- Ordinance Number 24-09 – Comprehensive Plan Amendment
- Ordinance Number 24-10 – Design District Assignment

7.6 FIRST READING

Ordinance Number 24-09: Comprehensive Plan Amendment, Comprehensive Plan Map Land Use Assignment for Recently Annexed Parcels with Alternate Key Numbers 1784069, 2814128, and 2814144

7.7 FIRST READING

Ordinance Number 24-10: Design District Assignment Assignment of Design District for Recently Annexed Parcels with Alternat Key Numbers 1784069, 2814128, and 2814144

8. OTHER BUSINESS

8.1 Discussion regarding allowance of Kurt Street Townhomes Preliminary Subdivision Plat to be reheard before the nine month waiting period

9. FUTURE AGENDA ITEMS AND COMMENTS

9.1 City Commission

9.2 City Manager

9.3 City Attorney

Presentation by City Attorney regarding Florida Sunshine Law and Ethics.

9.4 Mayor

10. ADJOURNMENT

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

you make every attempt to attend the meeting. This Agenda is provided only as a courtesy, and such provision in no way infers or conveys that the Agenda appearing here is, or will be the Agenda considered at the meeting.

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

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



City of Eustis

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

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 Meeting

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

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: COMMISSIONER GARY ASHCRAFT

CALL TO ORDER: 6:04 P.M.

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

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

1. AGENDA UPDATE: NONE

2. APPROVAL OF MINUTES

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

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

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

3. PRESENTATIONS

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

Mayor Holland read the proclamation and Vice Mayor Lee presented the proclamation to members of the African American Heritage Festival Committee including Carla Miller Mitchell.

Ms. Mitchell thanked the Commissioners and City Manager for their contributions to and support for the African-American Heritage Celebration events.

3.2 Eustis Fire and Police Departments Food Drive 2023

Fire Chief Mike Swanson announced Eustis as the winner of the 2023 Food Drive with over 17,000 lbs. of food donated. He noted that the competition is between the cities of Mount Dora, Tavares and Eustis. He cited Sheena Shoemaker for her tremendous support of the food drive and indicated they had planned to present her with a plaque in recognition of her donations.

4. AUDIENCE TO BE HEARD

Gail Isaac-Thomas announced the winner of the Miss Lake County Elite pageant was Miss Alexis Allen. It was noted that Mrs. Lake County was also present and a native Eustonian.

Fire Chief Swanson noted that Alexis is doing a great job for the Eustis Fire Department.

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

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

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

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

6.1 **SECOND READING**

Ordinance Numbers 24-05: Annexing 6.67 acres of real property with alternate key numbers 1213355 and 1213347

Sasha Garcia, City Attorney, read Ordinance Number 24-05 by title on second and final 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.

Attorney Garcia opened the public hearing at 6:15 p.m. There being no public comment, the hearing was closed at 6:15 p.m.

Motion made by Commissioner Hawkins, Seconded by Commissioner Ashcraft, to adopt Ordinance Number 24-05 on final reading. The motion passed on the following vote:

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

6.2 **SECOND READING**

Ordinance Number 24-06: 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 second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3187 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 6:16 p.m. There being no public comment, the hearing was closed at 6:16 p.m.

Motion made by Commissioner Ashcraft, Seconded by Vice Mayor Lee, to adopt Ordinance Number 24-06 on final reading. The motion passed on the following vote:

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

6.3 SECOND 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 on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Corridor design district designation to approximately 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 6:17 p.m. There being no public comment, the hearing was closed at 6:17 p.m.

Motion made by Commissioner Hawkins, Seconded by Commissioner Ashcraft, to adopt Ordinance Number 24-07 on final reading. The motion passed on the following vote:

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

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.

Attorney Garcia read 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.

Attorney Garcia announced that the ordinance had been amended on first reading to include the ninth grade center location.

Attorney Garcia opened the public hearing at 6:18 p.m. There being no public comment, the hearing was closed at 6:19 p.m.

Motion made by Commissioner Hawkins, Seconded by Commissioner Ashcraft, to adopt Ordinance Number 24-11 on final reading. The motion passed on the following vote:

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

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

Attorney Garcia read Resolution Number 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.

Attorney Garcia explained the statute requires the City appoint a local hearing officer which could be the code enforcement board or a special magistrate. She opened the public hearing at 6:20 p.m. There being no public comment, the hearing was closed at 6:20 p.m.

Motion made by Commissioner Hawkins, Seconded by Vice Mayor Lee, to approve Resolution Number 24-10. The motion passed on the following vote:

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

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.

Attorney Garcia read Resolution Number 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.

Attorney Garcia explained this appointment is also required under the state statute. She stated the Police Chief is being designated as the clerk or his/her designee. She added that would allow for changes in staff. She opened the public hearing at 6:21 p.m. There being no public comment, the hearing was closed at 6:21 p.m.

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

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

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

Attorney Garcia read 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.

Tom Carrino, City Manager, explained staff has been working with a company for administration of the previously approved speed zone photo enforcement program. He provided a brief overview of the agreement with Altumint and noted that the agreement is for a five-year term with two three-year extensions. He further explained that the City would not have any out-of-pocket expense; however, Altumint would retain a portion of the fines as their fees.

Attorney Garcia stated that, since there are some provisions in the agreement that are being recommended for revision, the company is reserving the right to not sign the agreement if they do not agree with the changes. She stated that the statute does not allow the renewal to take place without a public hearing; therefore, she wrote a revision that would provide an option for renewal rather than it be automatic in order to be compliant with the statute.

Attorney Garcia cited the other recommended changes as follows: 1) Giving the City the option to cancel the agreement with 60 days written notice; 2) Page 10 - Liability cap (in all caps) - recommended for removal; 3) Paragraph 13 - Indemnification - recommended for removal; 4)

Paragraph 18 - Governing law - Venue would be Lake County and nothing in the agreement would waive sovereign immunity for the City; and 5) Paragraph 19 - Notices - Add title and address as to who should be notified.

Attorney Garcia added she asked for clarification regarding the distribution of funds. She commented on how the statute delineates the distribution of the fines. She explained she wanted to make sure the distribution is made on a weekly basis to be compliant with the state statute. She indicated she was assured by their representative that the distribution would be weekly.

Lorraine Johnson, Altuminte Inc., expressed their agreement with the recommended adjustments.

The Commission asked about the number of cameras and the option to add additional cameras.

Ms. Johnson stated there is the capability of adding more cameras with Attorney Garcia explaining that the data for the high school must be obtained before it can be added.

Police Chief Craig Capri stated the data has been obtained but has not been presented to the Commission as of yet.

Mr. Carrino stated that staff will have to bring back an amendment to the ordinance and the agreement to add in the high school.

Attorney Garcia opened the public hearing at 6:29 p.m.

Vance Jochim, FiscalRangers.com, commented on his experience with internal auditing and as chair of the School Board Audit Committee. He cited recent Congressional hearings regarding cybersecurity. He stated he saw nothing in the contract about cybersecurity controls and recommended that the City have information included regarding security and where information will be stored. He indicated he has over 22 different items he found in the contract regarding fiscal or control issues.

Chief Capri stated that everything is federally compliant and assured the Commission that nothing is from China.

Ms. Johnson stated that the company is based in Maryland and everything is stored in the United States. She added that all technicians reside in Florida and all parts are sourced in the U.S. She indicated they are compliant and added they have to have the highest level of security and they are third party certified as required by statute.

The Commission asked if the City would be liable for any data breach with Ms. Johnson responding that there are specific rules on the data and storage of the data and they are compliant with those rules. She noted that all of that is reported to the state.

Further discussion was held regarding cybersecurity and how the City monitors those issues.

There being no further public comment, the hearing was closed at 6:36 p.m.

Motion made by Vice Mayor Lee, Seconded by Commissioner Ashcraft, to approve Resolution Number 24-15 with the amendments as reviewed by the City Attorney. The motion passed on the following vote:

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

7. FUTURE AGENDA ITEMS AND COMMENTS

7.1 City Commission

Commissioner Hawkins cited the need for an Assistant for the City Manager. He commented on the City's growth and need to keep up with growth. He questioned whether or not a workshop may be needed to discuss streamlining some of the departments to improve City processes. He asked Chief Capri about installing cameras in Ferran Park with Chief Capri responding they are working on getting quotes and determining how to tie all of the areas together with the Sheriff's Department as well. He commented on how technology is rapidly evolving.

Commissioner Cobb stated that on the second reading of Item 6.3 the number 7 is missing from the end of the alternate key number.

Attorney Garcia confirmed it was read correctly and indicated staff would insure the hard copy was correct.

Commissioner Cobb commented on the trip to Tallahassee to meet with legislators. She thanked staff for their assistance.

Commissioner Ashcraft thanked the City's communications team for the City's good content on Facebook.

Vice Mayor Lee commented on need for feedback from the City Manager regarding the Commission's assumptions on his need for help. She expressed her enjoyment with the senior fashion show sponsored by the African-American Heritage Committee. She announced that the America in Bloom committee's first project would be at the Clifford house. She commented on the success of the Tallahassee trip.

7.2 City Manager

Mr. Carrino commented on the need for help and vision. He stated his intent to meet with Commissioners individually to see how best to fill gaps. He indicated he had already met with Human Resources.

Mr. Carrino reported that the Coolidge project is in the House budget. He stated that this year not many projects are making it into both the House and Senate budgets. He stated the Coolidge project is currently in the house budget for \$1.9 million which is below the City's request of \$3.2 million. He added that he was notified by the City's lobbyist that the Bates Avenue project has made it into the Senate budget at \$350,000; although the City requested \$3.8 million. He noted that he had provided to the Commissioners a summary of the trip provided by the lobbyist. He expressed thanks to the lobbyist, Commission and staff for all their work on the trip. He commented that you frequently don't know how successful a trip is until months later.

7.3 City Attorney - None

7.4 Mayor

Mayor Holland reported on the Legislative Days trip and how successful it was. He commented on efforts being made by Representative Truenow and Senator Baxley on behalf of the City and Lake County. He stated his expectation that as much as \$4 to \$5 million will be coming back to Lake County. He cited activities planned for the upcoming African American Heritage Festival and Georgefest.

8. ADJOURNMENT: 6:50 P.M.

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

CHRISTINE HALLORAN
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: February 15, 2024

RE: Hand In Hand Lake County, Inc. Donation

Introduction:

Eustis Police Department presents a donation to David Douglas, Executive Director, for Hand In Hand Lake County Inc. for the Addiction Recovery facilities in Eustis.

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 15, 2024

RE: Future Business Leaders of America (FBLA) Eustis High School District 10 Activities Update

Introduction:

Ms. Sonya White, Faculty Advisor for Eustis High School's FBLA program, requested for FBLA President, Sam Peterson, and Vice President, Aran Cross, to present on upcoming activities.

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 15, 2024

RE: Re-Appointments to Eustis Memorial Library Board of Trustees – Betsy Dokken,
Vivian Carla Miller Mitchell and Carole Martin

Introduction:

The purpose of this report is for the City Commission to consider the re-appointments of Betsy Dokken, Vivian Carla Miller Mitchell and Carole Martin to the Library Board of Trustees.

Background:

The applicants expressed interest in re-appointment. If approved, the appointments shall be for a term of five (5) years from date of re-appointment to expire on February 15, 2029.

Reference: Chapter 58 in the Code of Ordinances provides information about the Library Board of Trustees (attached).

Recommended Action:

Staff recommends the appointment of Betsy Dokken, Vivian Carla Miller Mitchell and Carole Martin to the Eustis Memorial Library Board of Trustees.

Prepared By:

Christine Halloran, City Clerk

RECEIVED
JAN 25 2024
BY:
Item 4.1

City of Eustis
P. O. Drawer 68
10 North Grove Street
Eustis, Florida 32727

RE: Reappointment Status
(Please check the appropriate item, fill in the remaining information and sign below)

Dear Sir or Madam:

I no longer wish to service on the below-listed Board.
Effective Date: _____

Please accept this form as a request for reappointment to the below-listed Board.
Your consideration is appreciated.

Board: Eustis Mem. Library Trustees

Name: Betsy Dokker

Address: 3312 Indian Trail, Eustis, 32726

Telephone Number: 520-419-9431

Email Address: dokkerbetsy

Upcoming Commission Meeting dates that I can attend: _____

Sincerely,

Signature: *Betsy Dokker* Date: 1/23/2024

City of Eustis
P. O. Drawer 68
10 North Grove Street
Eustis, Florida 32727

RE: Reappointment Status
(Please check the appropriate item, fill in the remaining information and sign below)

Dear Sir or Madam:

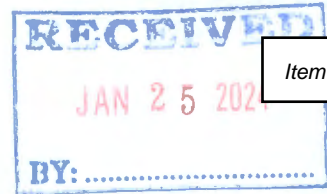
I no longer wish to service on the below-listed Board.
Effective Date: _____

Please accept this form as a request for reappointment to the below-listed Board.
Your consideration is appreciated.

Board: Library Board of Trustees - Eustis
Name: Carole Martin
Address: 19039 Park Place Blvd, Eustis, FL 32726
Telephone Number: 407-415-8824
Email Address: carole400@aol.com
Upcoming Commission Meeting dates that I can attend: 3/7/24

Sincerely,

Signature: Carole Martin Date: 2/9/24



Item 4.1

City of Eustis
P. O. Drawer 68
10 North Grove Street
Eustis, Florida 32727

RE: Reappointment Status
(Please check the appropriate item, fill in the remaining information and sign below)

Dear Sir or Madam:

I no longer wish to service on the below-listed Board.
Effective Date: _____

Please accept this form as a request for reappointment to the below-listed Board.
Your consideration is appreciated.

Board: Eustis Memorial Library Board of Trustees

Name: Vivian Carla Mitchell

Address: 810 Library Street Eustis, Florida

Telephone Number: (352) 589-6448

Email Address: V.mitchell1943@hotmail.com

Upcoming Commission Meeting dates that I can attend: Any time

Sincerely,

Signature: Date: 1/23/2024

Eustis Memorial Library Board of Trustees

Membership Roster

as of 02/08/2024

Kelly Fialkowski (Aja Lake Resigned) (Appt 3/21/2019, Exp 12/31/2022)	Appt. 12/13/2022	Expires December 31, 2027
Betsy Dokken (D. Buchowski Res) (Proposed Re-Appt 2/15/2024, Exp 2/15/2029)	Appt. 2/03/2022 (partial)	Expires December 31, 2023
Gwendolyn Manning	Re-Appt. 12/03/2020	Expires December 31, 2025
Vivian Carla Miller Mitchell (Proposed Re-Appt 2/15/2024, Exp 2/15/2029)	Re-Appt. 2/21/2019	Expires December 31, 2023
Carole Martin (Proposed Re-Appt 2/15/2024, Exp 2/15/2029)	Appt. 6/20/2019	Expires December 31, 2023

Members:
5 full members

Term:
5 years from date of appointment.

Vacancies:
 "...shall be filled by appointment by the city commission for the unexpired term or for new terms." [Code Sec. 58-27. – Trustees, how appointed.]

Meetings:
4th Tuesday of January, April and July

Location:
Eustis Memorial Library Conference Room, 120 North Center Street, Eustis, FL

Chapter 58 LIBRARY¹

ARTICLE I. IN GENERAL

Secs. 58-1—58-25. Reserved.

ARTICLE II. EUSTIS MEMORIAL PUBLIC LIBRARY²

Sec. 58-26. Established.

There shall be established in the city a public library for the use and enjoyment of the citizens and residents of the city, which shall be known as the Eustis Memorial Public Library in memory of the veterans.

(Ord. No. 14-30, § 1, 12-4-2014)

Sec. 58-27. Trustees, how appointed.

There shall be appointed by the city commission five persons, citizens of the city, and these persons and their successors shall be officially known as the "Trustees of the Eustis Memorial Public Library" and shall have a right to adopt and use a common seal. The term of office of each trustee shall be five years from date of the appointment. All vacancies shall be filled by appointment by the city commission for the unexpired term or for new terms. The library trustees shall serve without pay.

(Ord. No. 14-30, § 1, 12-4-2014)

Sec. 58-28. Organization of the board of trustees.

- (a) The library trustees shall annually, in the month of January, meet in an organizational meeting to select from among themselves a president, vice-president and a secretary, and shall establish and appoint in the manner prescribed by themselves such committees from their own number as they may deem necessary to carry out the objectives and purposes for which they are appointed. The library trustees shall adopt rules of procedure that will govern the conduct of their meetings for the year. The library trustees shall establish their regularly scheduled meeting times and location, and provide for the method of calling special meetings.
- (b) The library trustees shall accept no gift or donation upon any condition that will in any manner tend to impair the public character of the library.

¹Cross reference(s)—Administration, ch. 2; streets, sidewalks and certain other public places, ch. 82.

²Editor's note(s)—Ord. No. 14-30, § 1, adopted Dec. 4, 2014, repealed Art. II, §§ 58-26—58-31, and enacted a new article as set out herein. Former Art. II pertained to similar subject matter and derived from Code 1959, §§ 14-6—14-10 and 14-13.

- (c) The director of library, or in the absence of the director a designee of the director of library, shall provide staff support to the library trustees for the performance of their duties.
- (d) All meetings of the library trustees shall have minutes taken, which minutes shall be placed in an official minute book once approved by the trustees, and shall be made available for public inspection.
- (e) The board of library trustees shall be further governed and regulated by applicable state law.

(Ord. No. 14-30, § 1, 12-4-2014)

Sec. 58-29. Duties of the trustees.

- (a) The board of trustees of the library shall be an advisory board to the city commission, making policy suggestions and recommendations to the city concerning the operations of the library.
- (b) The board of trustees of the library shall have the authority to receive and hear complaints concerning the use and operation of the library and to make recommendations to the director of library concerning resolution of legitimate complaints.
- (c) The board of trustees of the library shall have the power to review and make recommendations concerning the acceptability, and incorporation into the holdings of the library, of books, video media, and other materials donated or offered as a gift to the library. The board of trustees of the library shall have the power to accept gifts on behalf of the library, such gifts when accepted to become an asset and the property of the city.
- (d) The board of trustees of the library shall have the power to adopt rules of procedure for the conduct of their board meetings, and form committees for the carrying out of their duties and/or programs.
- (e) The board of trustees of the library shall meet to receive reports on the operations of the library from the director of the library, and to perform the business of the board of trustees. The meetings of the board of trustees of the library shall be open to the public.

(Ord. No. 14-30, § 1, 12-4-2014)

Sec. 58-30. Library use and operation rules.

The library shall maintain, under rules and regulations prescribed by the trustees with concurrence of the city, a library composed of a circulation collection, reading and study areas, public areas, and magazine, newspaper and periodical reading areas, and such other collections or areas as may be recommended and approved by the city in the future.

(Ord. No. 14-30, § 1, 12-4-2014)

Secs. 58-31—58-50. Reserved.

ARTICLE III. IMPACT FEES³

³Cross reference(s)—Law enforcement impact fees, § 2-256 et seq.; fire prevention and suppression impact fees, § 38-336 et seq.; parks and recreation impact fees, § 66-51 et seq.; water impact fees, § 94-316 et seq.; sewer impact fees, § 94-351 et seq.

Sec. 58-51. Findings.

- (a) The city is charged with providing certain levels of library service within its municipal boundaries. The public library is a proper function of the city.
- (b) The city prepares, on an annual basis, a five-year capital improvement program for a library system within the city.
- (c) In order to maintain current levels of library service, it will be necessary to expand capital facilities and equipment in relation to growth and development within the city.
- (d) The imposition of impact fees has been identified as one of the preferred methods of ensuring that development bears a proportionate share of the cost of library capital facilities and equipment necessary to accommodate such development. Allocation of a proportionate share of the capital costs for new development promotes and protects the public health, safety and welfare of the citizens of the city.
- (e) Different types of development create different impacts on library service.
- (f) The report entitled "City of Eustis Library Impact Fee Update, May 2004," prepared by Tindale-Oliver & Associates and previously submitted to the city commissioners and discussed at public workshops and hearings, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs for additional library capital facilities and equipment within the city.

(Ord. No. 91-70, § 1, 12-5-1991; Ord. No. 04-46, § 1, 9-9-2004)

Sec. 58-52. Purpose and imposition.

For the purpose of helping to pay for a portion of the costs of new or expanded library capital facilities and equipment attributable to new construction within the city limits, impact fees are hereby imposed on new construction within the city limits in accordance with the schedule of impact fees set forth in Exhibit "A" and other provisions of this article.

(Ord. No. 91-70, art. 1, § 1, 12-5-1991; Ord. No. 04-46, art. 1, § 1, 9-9-2004)

Editor's note(s)—Exhibit "A," referred to in this section, is not set out in this Code but is on file and available for inspection in the offices of the city.

Sec. 58-53. Applicability.

This article shall apply to all new construction within the city limits except the following:

- (1) Remodeling, rebuilding or making additions to a residential structure that does not add additional bedroom(s);
- (2) Construction of any public-purpose structure by the city or any agency, subdivision or instrumentality thereof; and construction of any other public-purpose structure by federal, state, or other local government with legislative exemption from such impact fee;
- (3) Construction under any valid building permit issued prior to the effective date of the ordinance from which this article is derived; and
- (4) Construction of accessory buildings not containing bedrooms.

(Ord. No. 91-70, art. 1, § 2, 12-5-1991; Ord. No. 04-46, art. 1, § 2, 9-9-2004)

Sec. 58-54. Review of fee amounts.

Library impact fees shall be reviewed and updated at least every five years in accordance with an analysis of the demand for services, the cost of any expanded or new capital facilities and equipment for library services and the money, other than impact fee revenues, otherwise available to meet such costs. The city commission may annually adjust the established impact fee rates to reflect changes in the costs of relevant capital facilities and equipment. All changes or adjustment in to the established impact fee rates shall be made by ordinance or resolution after advertising and public hearings and shall apply to construction for which building permits are issued after the effective date of such ordinance.

(Ord. No. 91-70, art. 1, § 3, 12-5-1991; Ord. No. 04-46, art. 1, § 3, 9-9-2004)

Sec. 58-55. Rates.

- (a) *Rates.* The library impact fee rates to be applied to each new development building permit are contained in Exhibit "A," City of Eustis Library Impact Fee Schedule.
- (b) *Mixed uses.* If a building permit is requested for mixed uses, then the library impact fee shall be determined by using the impact fee schedule contained in Exhibit "A" to calculate the impact fee due for each use specified on the building permit.
- (c) *Unspecified use.* It is the intent that all development requiring building permit(s) shall pay an appropriate library impact fee. If the type of development activity requiring a building permit is not specified in the impact fee schedule contained in Exhibit "A," the city manager, or his designate, shall assign the fee applicable to the most nearly comparable use or uses on in the fee schedule contained in Exhibit "A."
- (d) *Change of use or density.* In the case of a change of use or density which requires a building permit, the library impact fee shall be based on the net increase of the fee, if any, for the new land use as compared with the previous land use.

(Ord. No. 91-70, art. 1, § 4, 12-5-1991; Ord. No. 04-46, art. 1, § 4, 9-9-2004)

Editor's note(s)—Exhibit "A," referred to in this section, is not set out in this Code but is on file and available for inspection in the offices of the city.

Sec. 58-56. City of Eustis Library Capital Expansion Trust Fund.

- (a) *Created.* The City of Eustis Library Capital Expansion Trust Fund is hereby created.
- (b) *Deposit of fees.* All library impact fees collected by the city shall be separately accounted for and shall be deposited only in the City of Eustis Library Capital Expansion Impact Fee Trust Fund.
- (c) *Use of funds.* Amounts in the City of Eustis Library Capital Expansion Trust Fund shall be used only for the purpose of such fund and for no other purpose. Expenditures may not be used for operations or maintenance. Expenditures from the fund shall be specifically approved by the city commission and shall be limited to the expansion or acquisition of capital facilities or equipment made necessary by the new development construction from which the fees were collected or for principal payments (including sinking fund payments) on bonds to expand or acquire such facilities or equipment. Before authorizing an expenditure from this trust fund, the city commission shall determine that:
 - (1) Such expenditure is for capital facilities or equipment to be used for the purpose of the trust fund;
 - (2) Such expenditure is made necessary by the new residential development construction from which such funds were collected; and

- (3) Such expenditure will result in a substantial benefit to the new residential development construction from which said funds were collected.

(Ord. No. 91-70, art. 1, § 5, 12-5-1991; Ord. No. 04-46, art. 1, § 5, 9-9-2004)

Sec. 58-57. Capital expansion plans.

The city commission shall prepare and maintain a capital expansion plan for the City of Eustis Library Capital Expansion Trust Fund. These plans shall be reviewed at least annually during the budget review process.

(Ord. No. 91-70, art. 1, § 6, 12-5-1991; Ord. No. 04-46, art. 1, § 6, 9-9-2004)

Sec. 58-58. Time of payment; remedies for nonpayment.

Library impact fees shall be due and payable at the time of issuance by the city building department of a building permit or mobile home tie-down permit. No building permit or mobile home tie-down permit shall be issued until all applicable parks and recreation impact fees have been received by the city.

(Ord. No. 91-70, art. 1, § 7, 12-5-1991; Ord. No. 04-46, art. 1, § 7, 9-9-2004)

Sec. 58-59. Refund of fees paid.

- (a) If a building permit or mobile home tie-down permit expires prior to the completion of the new development project, then the fee payer, or his heirs, successors or assigns, may request a refund, less an administrative fee equal to five percent of the total fee. Such refund must be requested within 60 days after expiration of the building permit or mobile home permit.
- (b) If the library impact fees have not been spent or encumbered by the end of the calendar quarter encompassing the six-year anniversary of the date the library impact fees were paid to the city, then upon receipt of a written request for a refund from the current landowner, the city will issue a refund, including interest at the city's average pooled cash investment interest rate, to the current landowner.

(Ord. No. 04-46, art. 1, § 8, 9-9-2004)



City of Eustis Fire Department

100 West Norton Avenue • Eustis, Florida 32726 • (352) 357-6585

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: FEBRUARY 15, 2024
 RE: RESOLUTION NUMBER 24-17: Statewide Mutual Aid Agreement

Introduction:

Resolution Number 24-17 approves the proposed Statewide Mutual Aid Agreement (SMAA) between the City of Eustis and Florida Division of Emergency Management, State of Florida.

Recommended Action:

Approval of Resolution Number 24-17 authorizing and directing the City Manager of the City of Eustis to enter into a SMAA with Florida Division of Emergency Management.

Background:

The Eustis Fire Department currently participates in the SMAA. The SMAA document has been updated for 2024 with the intent of ensuring that all counties are working under the most recent version of the SMAA agreement. The new updated document now requires all agencies within the County to sign the document.

Alternatives:

1. Approve Resolution Number 24-17
2. Defeat Resolution Number 24-17

Discussion of Alternatives:

Alternative 1: Approve Resolution Number 24-17

Advantages 1:

1. Approving the agreement will allow for the City of Eustis to participate with Florida Division of Emergency Management and be active in SMAA emergency operations.
2. Activation of the updated agreement will not require a declaration of a state of emergency. The SMAA can be used for smaller localized events.
3. Terms of reimbursement are stipulated and defined within the document. Additionally, the document recognizes other agreements where reimbursement is not required or further defined.

4. If the City of Eustis encounters a disaster whereas, the City does not have the sources to cope with it. The SMAA can be utilized to request and receive specialized assistance.
5. All mutual and auto aid are recognized by Insurance Services Office/Public Protection Classification (ISO/PPC).
6. This agreement is a Statewide agreement which will automatically renew each year. The only requirement is that the contact information be updated annually.

Disadvantages 1:

1. Apparatus may travel outside the City of Eustis to respond to incidents.
2. Apparatus and personnel may be sent out of the region for extended periods of time, which may create short term staffing and/or equipment shortages.

Discussion of Alternatives:

Alternative 2: Defeat Resolution Number 24-17

Advantages 2:

1. The City of Eustis would not be contacted to assist with disasters outside the current auto-aid agreements.

Disadvantages 2:

1. The City of Eustis would not be a part of the Florida Division of Emergency Management.
2. To assure that the City of Eustis would receive assistance from State and Federal sources, additional agreements would have to be drafted in lieu of this agreement.

Community Input:

None sought; however, an opportunity for input will be provided during the public hearing.

Budget/Staff Impact:

Minimal Staffing impact is expected as the only annual requirement is the maintenance of contact information.

Prepared by:

Fire Chief Michael Swanson / January 8, 2024

Attachments:

1. Statewide Mutual Aid Agreement (SMAA) Information Sheet
2. Division of Emergency Management, Statewide Mutual Aid Agreement

RESOLUTION NUMBER 24-17**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A STATEWIDE MUTUAL AID AGREEMENT BETWEEN THE CITY OF EUSTIS, THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND OTHER PARTICIPATING AGENCIES.**

WHEREAS, the State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services; and

WHEREAS, such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources; and

WHEREAS, such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer; and

WHEREAS, the Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local government which render such assistance; and

WHEREAS, pursuant to Chapter 252, the Division of Emergency Management has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed;

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

- 1) The statewide mutual aid agreement as attached in Exhibit A is hereby approved;
- 2) The agreement shall become effective as soon as executed by the City of Eustis, will continue in effect for one year from its date of execution by the City and shall automatically renew each year following unless canceled within sixty days prior to the renewal date; and
- 3) The City Manager is hereby authorized to execute said agreement.

DONE AND RESOLVED, this 15th 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 this 15th 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 24-17 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 and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

EXHIBIT "A"

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management (“the Division”) and the local government (“Participating Party”) signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
COMMUNITY COLLEGE,
STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Item 6.1

Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: FEBRUARY 15, 2024

RE: AUTHORIZATION TO ACCEPT A \$10,000 DONATION FROM
CONSTRUCT 2 TO INCREASE THE AMOUNT THE CITY HAS AVAILABLE
TO CONDUCT A MARKETING STUDY

Introduction

This resolution seeks Commission authorization to accept funds donated specifically to increase the amount of money available to conduct a market study.

Background

The City of Eustis applied for and received a \$20,000 grant to conduct a marketing study from the Duke Energy Foundation. City Commission approved a \$10,000 match, which brought the total available for the study to \$30,000. On November 21, 2023 the City Purchasing Department issued a bid solicitation for a consultant to conduct the Market Study. The bid was not awarded. Several bidders indicated that the budget was slightly out of scale with the scope of work. During a project update meeting with MIG, the master plan consultant, Derrick Wallace of Construct 2, and one-half of the G3C2 partnership that was awarded the bid to develop the former Waterman Hospital site, learned of this fact. He said that he would contribute \$10,000 to the marketing study if it included a component on branding for the downtown area. Accepting this donation increases the amount available to conduct the study to \$40,000.

Recommended Action

Staff recommends approval of Resolution Number 24-19.

Budget Impact

To accomplish this recommendation, the following budget amendment is necessary: authorize the Finance Director to amend the Economic Development Budget as follows:

Increase Revenues 068-0000-366-10-00 by \$10,000

Increase Expenditures 068-1220-552-81-02 by \$10,000

Prepared by:

Al Latimer, Economic Development Director

RESOLUTION NUMBER 24-19

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA AMENDING THE 2023-2024 ECONOMIC DEVELOPMENT DEPARTMENT BUDGET TO ACCEPT FUNDS FROM CONTRUCT 2 TO ENSURE THE THOROUGHNESS OF THE PENDING EUSTIS MARKET STUDY, INCLUDING BRAND RESEARCH AND ANALYSIS FOR DOWNTOWN.

WHEREAS, the City of Eustis applied for a grant from the Duke Energy Foundation to conduct a marketing study; and

WHEREAS, the Duke Energy Foundation awarded the City of Eustis \$20,000 contingent upon the City making a \$10,000 match, and

WHEREAS, the City of Eustis has already accepted the funds for the marketing study and established a revenue and expense account for \$30,000; and

WHEREAS, while during the bid solicitation process to hire a consultant to conduct the study, bidders indicated that the bid price was too low; and

WHEREAS, Construct 2 has donated \$10,000 toward the marketing study to ensure its thoroughness, including branding research and analysis for downtown, and increases the funds available for this project to \$40,000; and

WHEREAS, Generally Accepted Accounting Principles necessitates that Construct 2's donation be made as amendments to the Economic Development Department FY 2023-2024 Budget; and

WHEREAS, the City Commission of the City of Eustis, Florida authorizes the Finance Director to amend the Economic Development Budget as follows:
 Increase Revenues 068-0000-366-10-00 by \$10,000
 Increase Expenditures 068-1220-552-81-02 by \$10,000

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

Section 1

The Fiscal Year 2023-2024 final budget for the Economic Development Department be amended to include the amount of funding associated with conducting a marketing study as described in the body of the resolution for \$10,000.

Section 2

That the Finance Director of the City of Eustis is hereby authorized to amend the FY 2023-2024 Budget to include the appropriation of funds to account 068-1220-552-81-02.

Section 3

That this Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 15th 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 this 15th 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 of the City Commission of the City of Eustis, Florida.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-19 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 Senior Service Center, 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 15, 2024

RE: RESOLUTION NUMBER 24-20: APPROVING A PURCHASE IN EXCESS OF \$50,000 FOR A WASTEWATER DEPARTMENT REPLACEMENT VEHICLE

Introduction:

Resolution Number 24-20 approves an expenditure in excess of \$50,000 for a 2024 Chevy Silverado 1500 4x4 truck that is essential to the daily operations of the Wastewater Department.

Background:

The City of Eustis' 5-Year Capital Improvement Plan and approved Fiscal Year 2023/24 Capital Budget includes the funds to purchase a replacement truck for the Wastewater Department to replace a timeworn, unreliable vehicle. After extensive research, the Eustis Purchasing Department has located the vehicle to meet the department's needs and can be purchased within the approved budget.

The vehicle is a 2024 Chevrolet Silverado 1500 Crew Cab 1 LT 4x4 with 18-inch wheels, 5.3L V-8 engine, 10 speed automatic, spray-in bedliner, and the maximum trailering package. Pricing piggybacks the Florida Sheriffs Association Light Vehicle Contract FSA 23-VEL-31/FSA 23-VEH21. This vehicle is to be purchased from Duval Chevrolet with funds from Account #042-8600-535-66-59.

<u>Replacement Vehicle</u>	<u>Price</u>
2024 Chevy Silverado 1500 4x4	\$54,354.50

The City's purchasing policies require that the Commission approve any purchase that exceeds \$50,000.

Recommended Action:

Staff recommends approval of Resolution Number 24-20.

Alternatives:

1. Approve Resolution Number 24-20
2. Deny Resolution Number 24-20

Discussion of Alternatives:

1. Alternative 1 approves the Resolution.
Advantages:

- The City will avoid expensive maintenance and repair on worn out vehicles
- The City staff will have safe, reliable vehicles to use while performing daily responsibilities.

Disadvantages:

- Fiscal impact of the purchase.

2. Alternative 2 denies the Resolution.

Advantages:

- The City would not expend \$54,354.50.

Disadvantages:

- The safety of City staff is at risk if they continue to drive old, worn-out vehicles.
- Vehicle breakdowns cause disruptions in work schedules.

Budget/Staff Impact:

The funds were included in the approved Fiscal Year 2023-2024 budget for the purchase of this vehicle. The total cost is \$54,354.50, which falls within the budget. There will be additional costs for outfitting this vehicle, and sufficient funds are remaining to cover those expenses.

Prepared By:

Sally Mayer, Administrative Assistant, Public Utilities

Reviewed By:

Michael Brundage, Wastewater Superintendent
Greg Dobbins, Deputy Director, Public Utilities

Attachments:

Resolution Number 24-20
Duval Chevrolet Quote

RESOLUTION NUMBER 24-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A PURCHASE IN EXCESS OF \$50,000 FOR A NEW HEAVY-DUTY TRUCK FOR THE WASTEWATER DEPARTMENT.

WHEREAS, a heavy-duty truck is needed to replace a time-worn service vehicle for the Wastewater Department for daily operations; and

WHEREAS, the City’s approved Fiscal Year 2023-2024 budget includes funds for the purchase of a replacement service vehicle; and

WHEREAS, the City of Eustis Purchasing Department obtained quotes in accordance with the City’s purchasing policies, utilizing piggyback options on government contracts; and

WHEREAS, a 2024 Chevy Silverado 4x4 1500 Crew Cab Truck will be purchased from Duval Chevrolet Fleet Sales through piggybacking the Florida Sheriffs Associations Contract; and

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

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

- (1) The City Commission hereby authorizes a purchase in excess of \$50,000 for the Wastewater Department’s replacement heavy-duty crew cab truck from Duval Chevrolet Fleet Sales; and
- (2) The City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the approved purchase; and
- (3) That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 15th day of 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

ATTEST

Michael L. Holland
Mayor/Commissioner

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 15th 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 of the City Commission of the City of Eustis, Florida.

Date

City Attorney's Office

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-20 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Date

Christine Halloran, City Clerk

**City of Eustis
Wastewater Department**

INTEROFFICE MEMO

January 30, 2024

To: Jennifer Wingo, Administrative Assistant
Thru: Michael Brundage, Director MB
From: Richard Berardelli, Utility Foreman
Subject: Regarding Chevrolet Truck purchase staff report and resolution 24-20

Resolution number 24-20 approves the purchase of a Chevrolet Silverado 1500 replacement truck for the crucial daily operations of the wastewater department.

“This Truck was chosen from a provided list of available 2024 models. Pricing was quoted following Florida Sheriffs Association contract. This vehicle is to be purchased from Duval Chevrolet through piggybacking the Florida Sheriffs Associations contract.”

Replacement vehicle is a 2024 Chevrolet Silverado 1500 4x4.

The purchase price of the vehicle is \$54,354.50

This cost of \$54,354.50 falls within out budget. There will be additional costs for vehicle upfitting but sufficient funds are remaining.



City of Eustis

Prepared for: City of Eustis Michael Brundage brundagem@eustis.org		Contract Holder Duval Chevrolet Jared Davis (Work) 904-388-2144 (Fax) 904-387-6816 jared.davis@duvalmotor.com 405 Lane Avenue North Jacksonville, FL 32258		REV: 1/24/24	
		PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL. We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 23-VEL-31 / FSA 23-VEH21. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.			
Labor Hours	Rate/Hr	Parts Quantity	\$/hr		
		Code	Equipment	UNIT PRICE EXTENDED	
1		CK10743 WEST	Item 140: Chevrolet Silverado 1500 Crew Cab (Standard Bed 156.9) 1LT 4x4, CK10743	\$ 49,632.00 \$ 49,632.00	
1		L84/MHT	5.3L V8 engine/10-spd automatic	\$ 1,587.00 \$ 1,587.00	
1		GAZ	Summit White exterior	\$ - \$ -	
1		H0U	Jet Black cloth interior	\$ - \$ -	
1		I0K	Chevrolet Infotainment 3 Premium System (13.4" diagonal HD touchscreen)	\$ - \$ -	
1		NHT	Max Trailering Package (requires RCV)	\$ 1,119.00 \$ 1,119.00	
1		RCV	18" wheels, Bright Silver aluminum	\$ 298.00 \$ 298.00	
1		QK2	Multi-Flex tailgate	\$ 442.00 \$ 442.00	
				\$ -	
0		1	LINEX	Spray-in bedliner	\$ 595.00 \$ 595.00
0		2	RKE	Additional remote key fobs	\$ 340.75 \$ 681.50
0		NOTE:		5H1 requires Fleet LT Base Content delete which removes a lot of options from LT trim. Content-wise, it's better to add (2) keys from dealer and keep the content from the LT trim.	
UNIT COST				\$ 54,354.50	
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 54,354.50		

TOTAL: \$54,354.50



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 15, 2024

RE: Resolution 24-22: Purchase in Excess of \$50,000 for Professional Planning Services

Introduction:

Resolution Number 24-22 authorizes the City's Finance Director to make the necessary budget adjustments to the Fiscal Year 2023-2024 Budget to provide funding for contracting Kimley-Horn and Associates, Inc. to proceed with professional planning services to analyze and update the Land Development Regulations and Comprehensive Plan.

Background:

At their Density Workshop on October 19th, 2023, the City Commission directed the Development Services staff to work with the City Manager on revisions to the City's land development regulations and Comprehensive plan. Specific items mentioned at the workshop were reductions to maximum densities, lot width requirements, and residential design guidelines. The City is looking for a consultant to assist the Planning staff in analyzing the Land Development Regulations and Comprehensive Plan for inconsistencies and antiquated regulations. The outcome would involve making changes and revisions to the Land Development Regulations and Comprehensive Plan.

In November and December 2023, the Planning staff reached out to several Planning consultants for proposals - only to realize that the amount would need to be part of a Continuing Services Agreement or a solicitation process. Staff then reached out to Kimley-Horn since they were already on the list of approved contractors on the City's Continuing Services list and they had a specific planning division.

After several discussions with the Kimley-Horn representatives, the City received a proposal in the amount of \$110,000 (See Exhibit A). At present, the Development Services Department's Professional Services Budget for FY24 is \$47,000.

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

Recommended Action:

Staff recommends approval of Resolution Number 24-22.

Policy Implications:

N/A

Discussion of Alternatives:

1. Alternative 1 approves the Resolution.

Advantages:

- The City staff will have assistance from competent planners who are able to review and analyze the codes without any bias or agenda.

Disadvantages:

- Fiscal impact of the service(s).

2. Alternative 2 denies the Resolution.

Advantages:

- The City would not expend \$110,000.

Disadvantages:

- City Staff will continue to operate with outdated code or regulations.

Budget/Staff Impact:

The funds for the proposed proposal were not included in the approved Fiscal Year 2023/2024 Professional Services budget. Staff is requesting a budget amendment and fund transfer of \$110,000.

Prepared By:

Mike Lane, AICP, Development Services Director

Attachments:

Resolution Number 24-22 with Exhibit A

RESOLUTION NUMBER 24-22

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING THE CITY'S FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGET ADJUSTEMENTS TO THE FISCAL YEAR 2023-2024 BUDGET TO PROVIDE FUNDING FOR CONTRACTING KIMLEY-HORN AND ASSOCIATES, INC. TO PROCEED WITH PROFESSIONAL PLANNING SERVICES TO ANALYZE AND UPDATE THE LAND DEVELOPMENT REGULATIONS AND COMPREHENSIVE PLAN.

WHEREAS, the City of Eustis Development Services Department has determined that the Land Development Regulations and Comprehensive Plan are in need of review and updating to the current standards; and

WHEREAS, the Development Services Department has determined additional budget dollars in the amount of \$110,000 are necessary in account 001-1500-515-30-31.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida that the City's Finance Director is hereby authorized to make the necessary budget adjustments for Fiscal Year 23-24 in the amount of \$110,000 to reflect the needed amount to cover the Professional Services of Kimley-Horn and Associates, Inc.

DONE AND RESOLVED, this 15th day of February 2024, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

CIT CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

ATTEST

Michael L. Holland
Mayor/Commissioner

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 15th 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 of the City Commission of the City of Eustis, Florida.

Date

City Attorney's Office

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-22 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.

Date

Christine Halloran, City Clerk



February 5, 2024

Mr. Mike Lane, AICP
Director, Development Services
City of Eustis
4 North Grove Street
P.O. Drawer 68
Eustis, FL 32727

RE: *Quote for a Land Development Code (LDC) and Comprehensive Plan Assessment to be Performed Under Continuing Contract for Professional Engineering, Architectural, and Landscape Architect Services RFQ#002-18*

Dear Mr. Lane:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this task order quote to the City of Eustis ("Client" or "City") to provide professional consulting services for the Land Development Code Assessment ("project"). The work would be performed under City Services RFQ#002-18, effective August 1, 2018. Our project understanding, scope of services, schedule, and fees are described below.

PROJECT UNDERSTANDING

The purpose of this study is to perform an evaluation of the Land Development Code (LDC) and Comprehensive Plan to see which parts of the Code work, problematic areas of the Code, and identify portions which should be modified to align with the City's goals with regard to single-family development and tree mitigation and preservation.

The goals for this general planning exercise include:

- 1) Explore a reduction in density for the Suburban Residential (SR) Future Land Use District
- 2) Requiring multiple lot widths to obtain greater diversity and interest within residential subdivisions.
- 3) Provide alternative front setback allowances to create variation in neighborhood design.
- 4) Assess the impacts of no lots less than 55 feet wide.
- 5) Provide new residential design standards for the SR District, including requiring multiple housing types/designs.
- 6) Provide ideas/language on how to encourage developers to meander around and/or save big trees and consider using bioswales, instead of large (mostly empty) stormwater ponds or basins where site conditions permit.

SCOPE OF SERVICES

Task 1: Kick-off Meeting and Stakeholder Interviews – Kimley-Horn conduct an initial in-person kick-off meeting with staff to better understand the purpose of the Land Development Code review, establish roles and responsibilities for staff members involved in the review process, and clearly define objectives for the Land Development Code updates.

Kimley-Horn will conduct site visits to established Suburban Residential neighborhoods to better understand the existing development context.

Kimley-Horn will also meet briefly with each Commissioner in-person to more fully understand what is of importance to them individually, if possible.

Consultant Deliverables:

1. Provide a summary the scope of the review, including specific sections or elements to be addressed.
2. A detailed timeline for the entire review process, including key milestones and deadlines.
3. Schedule of any critical dates or external dependencies.

Task 2: Single-Family Design Guidelines – Kimley-Horn will study the existing development pattern of single-family neighborhoods, with special attention to the Suburban Residential zoning district areas. Kimley-Horn will draft design guidelines for single-family homes that be focused on creating attractive walkable neighborhoods with architectural character that will bring greater aesthetic value to future Eustis neighborhoods.

Consultant Deliverables:

1. Provide a map of existing and vacant Suburban Residential zoning areas.
2. Provide an initial draft of design guidelines for review by staff.

Task 3: Land Development Code and Comprehensive Plan – Kimley-Horn will analyze the existing Code and identify key areas to address as part of an overhaul of the regulations for single-family developments.

Consultant Deliverables:

1. Provide a summary of results of the LDC analysis suggesting varied lot widths, reducing densities in single-family zoning districts, new design guidelines, and alternative front setbacks.
2. Provide a summary of identified Comprehensive Plan objectives which may be barriers to adopting suggested Code revisions.

Task 4: Land Development Code and Comprehensive Plan Revisions – Kimley-Horn will draft Land Development Code regulations to specifically address concerns related to lot width, design guidelines, alternative front setbacks, and tree mitigation and preservation.

Kimley-Horn will also draft Comprehensive Plan revisions to address a potential reduction in density for the Suburban Residential Future Land Use Designation.

Consultant Deliverables:

1. Facilitate up to five (5) virtual meetings with staff to discuss the results of Task 3 and 4 and highlight focus areas of the Land Development Code and Comprehensive Plan revisions.
2. Provide one initial draft of Land Development Code and Comprehensive Plan revised regulations.
3. Facilitate up to five (5) virtual meetings with staff to review the initial draft of the Land Development Code and Comprehensive Plan prior to initiating the final draft.
4. Provide one final draft of the proposed revisions to the Land Development Code for consideration for adoption by the City.

ADDITIONAL SERVICES NOT INCLUDED

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional meetings beyond those expressly laid out in the scope of services including travel and expenses for any additional in-person meetings.
- Drafts of the Land Development Code revisions beyond the initial and final draft.
- Copy for the Comprehensive Plan outside of the scope for decreasing density in the Suburban Residential Future Land Use Designation.

FEE AND EXPENSES

Lump Sum Fee Proposal:

Kimley-Horn will perform the services in Tasks 1 - 4 for the total lump sum fee below. Individual task amounts are informational only.

	Kimley-Horn
Task 1: Kick-off Meeting & Stakeholder Interviews	\$10,000.
Task 2: Single-Family Design Guidelines	\$30,000.
Task 3: LDC and Comp Plan Assessment	\$30,000.
Task 4: LDC + Comp Plan Revisions	\$40,000.
Total	\$110,000.

CLOSURE

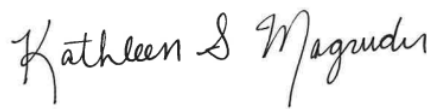
In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in City Services RFQ#002-18, effective August 1, 2018, which are incorporated by reference.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

KIMLEY-HORN AND ASSOCIATES, INC.



Scott Mingonet, PLA, AICP
SR VP/Principal



Katy Magruder, AICP
Project Manager

Date: 01/29/2024



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: FEBRUARY 15, 2024

RE: RESOLUTION NUMBER 24-23: APPROVAL OF REINSTATEMENT AND FIRST AMENDMENT TO VACANT LAND CONTRACT FOR CITY-OWNED PROPERTY LOCATED AT 110 W. WOODWARD AVENUE.

Introduction:

Resolution Number 24-23 approves the Reinstatement and First Amendment to Vacant Land Contract between the City of Eustis and Hayes Bros. Funeral Home for City-owned property located at 110 W. Woodward Avenue.

Background:

On November 9, 2015, the Eustis Code Enforcement Board issued a Demolition Order for an unsafe single-family dwelling located at 110 West Woodward Avenue. Previously, the Board authorized the City Attorney to begin foreclosure proceedings against this property for unpaid code fines. However, while preparing the action for City Commission approval it was discovered that the property had over \$11,000 in unpaid taxes that the City would have had to pay in order to obtain clear title to the property. Rather than pay the delinquent taxes, which were well in excess of the Lake County Property Appraiser’s assessed value at the time (\$5,346.00), the City opted to demolish the unsafe structure and wait to see if the property would escheat to Lake County for unpaid taxes.

In June 2016, the unsafe structure was demolished by a contractor on behalf of the City. Costs to the City including asbestos survey and demolition totaled \$3,768.00. On March 6, 2020, Lake County acquired the property at 110 West Woodward Avenue via tax escheatment. Lake County then donated the unencumbered property to the City of Eustis on April 21, 2020.

As the property is located adjacent to the Hayes Bros. Funeral Home overflow parking area, Messrs. Hayes had previously expressed interest in the property and have been maintaining the vacant lot. Development Services contacted them on May 11, 2020 to inquire as to their interest in acquiring the property. Messrs. Hayes made an offer to purchase the property for \$3,000.00 and agreed to pay all closing costs.

At the September 17, 2020, City Commission meeting, the City Manager discussed the proposal for the sale of the vacant lot to the Hayes Bros. Funeral Home and received a consensus from the Commission to proceed with the transaction.

On or about October 7, 2020, the City and Hayes Bros. Funeral Home entered into a vacant land contract for the subject property. The contract was set to automatically terminate on October 15, 2020.

During the title search, the parties were informed that title insurance on the property could not be issued without a quiet title action since the 4-year statute of limitations for challenges to tax deed sales did not expire until March 6, 2024.

The parties decided to wait for the expiration of the statutory period and close the transaction when title insurance could be issued at closing. Hayes Bros. Funeral Home has continued to maintain the lot throughout this period. The parties seek to execute a Reinstatement and First Amendment to Vacant Land Contract extending the closing date to March 8, 2024.

Recommendation:

Staff recommends approval of Resolution Number 24-23.

Prepared By:

Sasha O. Garcia, City Attorney

Reviewed By:

Tom Carrino, City Manager

Attachments:

- September 17, 2020 City Commission Staff Report Re: Proposed Sale of 110 W. Woodward Avenue with Offer Letter from Hayes Bros. Funeral Home.
- Original Vacant Land Contract.
- Resolution Number 24-23 with Reinstatement and First Amendment to Vacant Land Contract attached as Exhibit "A."

RESOLUTION NUMBER 24-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING THE REINSTATEMENT AND FIRST AMENDMENT TO VACANT LAND CONTRACT BETWEEN THE CITY OF EUSTIS AND HAYES BROS. FUNERAL HOME FOR CITY-OWNED PROPERTY LOCATED AT 110 W. WOODWARD AVE (ALTERNATE KEY NO. 1631360); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL CLOSING DOCUMENTS ASSOCIATED THEREWITH; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on or about March 6, 2020, Lake County acquired vacant real property at 110 W. Woodward Avenue via tax escheatment; and

WHEREAS, on or about April 21, 2020, Lake County donated the unencumbered land at 110 W. Woodward Avenue to the City of Eustis; and

WHEREAS, Hayes Bros. Funeral Home made an offer to the City for the purchase of the subject property which is located adjacent to the business's overflow parking; and

WHEREAS, at the September 17, 2020 City Commission meeting, the City Manager proposed the sale of the subject property to the Hayes Bros. Funeral Home and received a consensus from the City Commission to proceed with the transaction; and

WHEREAS, the parties subsequently entered into a Vacant Land Contract with an effective date of October 7, 2020; and

WHEREAS, without a quiet title action, title insurance could not be issued until the expiration of the 4-year statute of limitations challenge period for tax deed sales which is March 6, 2024; and

WHEREAS, the parties elected to wait for the expiration of the 4-year statute of limitations period to proceed with the closing of the property when title insurance could be issued; and

WHEREAS, the original Vacant Land Contract automatically terminated on October 15, 2020; and

WHEREAS, the parties wish to reinstate the contract and modify certain terms and provisions contained therein to allow for completion of the transaction through the execution of a Reinstatement and First Amendment to Vacant Land Contract.

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

Section 1. The Reinstatement and First Amendment to Vacant Land Contract for the subject property is hereby approved.

Section 2. The City Manager is hereby authorized to execute the Reinstatement and First Amendment to Vacant Land Contract attached hereto as Exhibit "A" and any other closing documents associated therewith.

Section 3. This Resolution shall become effective immediately upon passage.

DONE AND RESOLVED this 15th day of February, 2024, in regular session of the City Commission of the City of Eustis, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this ____ day of February, 2024, by Christine Halloran, City Clerk, who is 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 24-23 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

REINSTATEMENT AND FIRST AMENDMENT TO VACANT LAND CONTRACT

THIS REINSTATEMENT AND FIRST AMENDMENT TO VACANT LAND CONTRACT (this “**Amendment**”) is made by and between Brother Hayes, LLC, a Florida limited liability company (“**Buyer**”) and City of Eustis, Florida, a municipal corporation (“**Seller**”). Buyer and Seller may also be referred to herein each as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Buyer and Seller previously entered into that certain Vacant Land Contract with an effective date of October 7, 2020 (the “**Contract**”), wherein Seller agreed to sell the following described property to Buyer in exchange for \$3,000.00 USD:

The West 19.3 feet of Lot 2 and the East 13.7 feet of Lot 3, Block 47, Badger Division, according to the plat thereof as recorded in Plat Book 5, Page 39, Public Records of Lake County, Florida. Also known as The West 19.3 feet of Lot 2 and the East 13.7 feet of Lot 3, Block 116, Map of the Town of Eustis, according to the plat thereof as recorded in Plat Book 1, Page 79, Public Records of Lake County, Florida.

WHEREAS, the Contract automatically terminated on October 15, 2020.

WHEREAS, the law firm of Bowen|Schroth, P.A. (“**Escrow Agent**”) returned the initial deposit of \$500.00 to Buyer on or around October 26, 2023.

WHEREAS, the Parties desire to reinstate the Contract and modify certain terms and provisions contained therein.

NOW THEREFORE, for and in consideration of the mutual promises contained in the Contract, as modified by this Amendment, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and fully incorporated herein.
2. **Reinstatement.** Except as modified hereby, the Contract is hereby reinstated and is in full force and effect to the same extent as if this Amendment had been executed prior to October 15, 2020.
3. **Effective Date; Initial Deposit.** Lines 38-42 are hereby deleted in their entirety and replaced with:

The Effective Date of the Contract shall be the date on which the last one of Seller and Buyer has signed this Amendment. Buyer shall deliver to Escrow Agent an initial deposit of \$500.00 USD within three (3) days after the Effective Date.
4. **Closing Date.** Line 43 of the Closing Date is hereby modified to state that the Closing Date shall be March 8, 2024.
5. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the same definition as contained in the Contract.
6. **Conflicting Provisions.** Any conflicts between the terms and provisions of the Contract and this Amendment shall be controlled by this Amendment.
7. **No Other Changes.** All terms and conditions of the Contract not otherwise modified hereby shall remain in full force and effect.



City of Eustis

Development Services Department

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5460

TO: EUSTIS CITY COMMISSION

FROM: RONALD R. NEIBERT, CITY MANAGER

DATE: SEPTEMBER 17, 2020

RE: PROPOSED SALE OF CITY-OWNED PROPERTY -110 W. WOODWARD AVE. (AK 1631360)

Introduction:

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

Recommended Action:

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

Background:

On November 9, 2015, the Eustis Code Enforcement Board issued a Demolition Order for an unsafe single-family dwelling located at 110 West Woodward Avenue. Previously, the Board authorized the City Attorney to begin foreclosure proceedings against this property for unpaid code fines. However, while preparing the action for City Commission approval it was discovered that the property had over \$11,000 in unpaid taxes that the City would have had to pay in order to obtain clear title to the property.

Rather than pay the delinquent taxes, which were well in excess of the Lake County Property Appraiser's assessed value (\$5,346.00), the City opted to demolish the unsafe structure and wait to see if the property would escheat to Lake County for unpaid taxes. In June 2016, the unsafe structure was demolished by a contractor on behalf of the City. Costs to the City including asbestos survey and demolition totaled \$3,768.00

On March 6, 2020 Lake County acquired the property at 110 West Woodward Avenue via tax escheatment. Lake County then donated the unencumbered property to the City of Eustis on April 21, 2020. As the property is located adjacent to the Hayes Bros. Funeral Home overflow parking area, Messrs. Hayes had previously expressed interest in the property and have been maintaining the lot. Development Services contacted them on May 11, 2020 to inquire as to their interest in acquiring the property. Messrs. Hayes have made an offer to purchase the property for \$3,000.00, and have agreed to pay closing costs. (See Exhibit A).

Intended Action:

Unless directed otherwise, the City Manager intends to proceed with the sale and purchase of the property at 110 West Woodward Avenue.

Considerations:

- The City would recover the majority of the costs for demolition of the previously existing unsafe structure.
- The property would return to the City's tax rolls.

Prepared by:

Lori Barnes, AICP, Development Services Director

Exhibit A

CENTRAL CHAPEL
28 WEST WOODWARD AVENUE
EUSTIS, FL 32727

ALTA MONTE SPRINGS CHAPEL
241 O'BRIEN ROAD
FEAN PARK, FL 32730



LICENSED FUNERAL DIRECTORS
Tommy L. Hayes, III
Maurice J. Hayes
Lamika L. Caldwell

LICENSED PRE-ARRANGED CONSULTANT
Donald E. Hayes, Sr.

August 22, 2020

Eric Martin
City of Eustis
Post Office Box 68
Eustis, Florida 32727

RE: LEGAL DESCRIPTION
EUSTIS W 19.3FT OF LOT 2.E 13.7FT OF LOT 3
ALTERNATE KEY 1631360

Dear Mr. Martin:

This letter is in response to your letter dated May 5, 2020 which concerns the property at 110 W. Woodward Avenue.

We would like to be considered for the purchasing of said lot. Over the last three years, we have maintained the property at our expenses. This has been for the benefit of the neighborhood and our community.

It is an offer from Hayes Brothers Funeral Home, Inc of \$3,000.00 for the purchasing of the lot at 110 W. Woodward Avenue, Lake County, Florida; pursuant to documentation to support that all past taxes have been completely satisfied. Thus, we would like to close by October 1, 2020.

Sincerely,

Donald E. Hayes, Sr

Tommy L. Hayes, III



www.hayesbrofunerals.com



ORLANDO, FL 328
27 AUG 2020 PM 4 L



City of Eustis
ATTN: Eric Martin
P.O. Drawer 68
Eustis, FL 32727

Vacant Land Contract

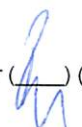
1* 1. **Sale and Purchase:** City of Eustis, Florida, a municipal corporation ("Seller")
 2* and Brother Hayes, LLC, a Florida limited liability company ("Buyer")
 3 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
 4 described as:
 5* Address: 110 West Woodward Avenue, Eustis, FL 32726
 6* Legal Description: West 19.3 feet of Lot 2 and East 13.7 feet of Lot 3, Block 116, Map of the Town of Eustis, according
 7 to the plat thereof recorded in Plat Book 1, Page 79, Public Records of Lake County, Florida.
 8 _____
 9 _____
 10 _____
 11* SEC /TWP / /RNG of County, Florida. Real Property ID No.: 11-19-26-0100-116-00200
 12* including all improvements existing on the Property and the following additional property: N/A
 13 _____

14* 2. **Purchase Price:** (U.S. currency).....\$ 3,000.00
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
 16* Escrow Agent's Name: Bowenh|Schroth, P.A.
 17* Escrow Agent's Contact Person: Christie Mihm
 18* Escrow Agent's Address: 600 Jennings Ave. Eustis, FL 32726
 19* Escrow Agent's Phone: (352) 589-1414
 20* Escrow Agent's Email: cmihm@bowenschroth.com

21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
 22* accompanies offer
 23* will be delivered to Escrow Agent within _____ days (3 days if left blank)
 24* after Effective Date\$ 500.00
 25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
 26* within _____ days (10 days if left blank) after Effective Date
 27* within _____ days (3 days if left blank) after expiration of Feasibility Study Period\$ _____
 28* (c) Total Financing (see Paragraph 5) (express as a dollar amount or percentage).....\$ _____
 29* (d) Other:\$ _____
 30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
 31* to be paid at closing by wire transfer or other Collected funds\$ 2,500.00
 32* (f) (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
 33* unit used to determine the purchase price is lot acre square foot other (specify): _____
 34* prorating areas of less than a full unit. The purchase price will be \$_____ per unit based on a
 35* calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
 36* accordance with Paragraph 7(c). The following rights of way and other areas will be excluded from the
 37* calculation: _____

38 3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
 39* delivered to all parties on or before September 29, 2020, this offer will be withdrawn and Buyer's deposit, if
 40 any, will be returned. The time for acceptance of any counter offer will be 3 days after the date the counter offer is
 41 delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer
 42 has signed or initialed and delivered this offer or the final counter offer.

43* 4. **Closing Date:** This transaction will close on or before October 15, 2020 ("Closing Date"), unless specifically
 44 extended by other provisions of this contract. The Closing Date will prevail over all other time periods including,
 45 but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
 50 other items.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 1 of 7 pages.
 VAC-11 Rev 6/17  © Florida Realtors®

- 51 **5. Financing: (Check as applicable)**
- 52* (a) **Buyer** will pay cash for the Property with no financing contingency.
- 53* (b) This contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
- 54* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
- 55* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
- 56* days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
- 57* and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
- 58* Financing within the Financing Period, either party may terminate this contract and **Buyer's** deposit(s) will be
- 59* returned.
- 60* (1) **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
- 61* or _____% of the purchase price at (Check one) a fixed rate not exceeding _____% an
- 62* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
- 63* based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
- 64* informed of the loan application status and progress and authorizes the lender or mortgage broker to
- 65* disclose all such information to **Seller** and Broker.
- 66* (2) **Seller Financing:** **Buyer** will execute a first second purchase money note and mortgage to
- 67* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as
- 68* follows: _____
- 69* The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
- 70* forms generally accepted in the county where the Property is located; will provide for a late payment fee
- 71* and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
- 72* penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
- 73* conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
- 74* keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
- 75* to obtain credit, employment, and other necessary information to determine creditworthiness for the
- 76* financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not
- 77* **Seller** will make the loan.
- 78* (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
- 79* _____
- 80* LN# _____ in the approximate amount of \$ _____ currently payable at
- 81* \$ _____ per month, including principal, interest, taxes and insurance, and having a
- 82* fixed other (describe) _____
- 83* interest rate of _____% which will will not escalate upon assumption. Any variance in the
- 84* mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will
- 85* purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or
- 86* the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess,
- 87* failing which this contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
- 88* **Buyer**, this contract will terminate; and **Buyer's** deposit(s) will be returned.
- 89* **6. Assignability: (Check one)** **Buyer** may assign and thereby be released from any further liability under this
- 90* contract, may assign but not be released from liability under this contract, or may not assign this contract.
- 91* **7. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
- 92* deed special warranty deed other (specify) _____, free of liens, easements,
- 93* and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
- 94* restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
- 95* other matters to which title will be subject) _____,
- 96* provided there exists at closing no violation of the foregoing.
- 97* (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and
- 98* pay for the title search, including tax and lien search if performed, and all other fees charged by closing agent.
- 99* **Seller** will deliver to **Buyer**, at
- 100* (Check one) **Seller's** **Buyer's** expense and
- 101* (Check one) within _____ days after Effective Date at least 5 days before Closing Date,
- 102* (Check one)
- 103* (1) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
- 104* discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the
- 105* amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
- 106* paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
- 107* **Buyer** within 15 days after Effective Date.

Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is 2 of 7 pages.

- 108 * (2) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct
 109 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
 110 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy
 111 will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
 112 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
 113 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
 114 then (1) above will be the title evidence.
- 115 * (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 3 days (10 days if left blank)
 116 but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable
 117 to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and
 118 * **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If
 119 the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice
 120 of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured
 121 within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after
 122 receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept
 123 title subject to existing defects and close the transaction without reduction in purchase price.
- 124 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
 125 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
 126 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
 127 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
 128 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 7(b).
- 129 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

130 **8. Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
 131 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
 132 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- 133 (a) **Inspections: (Check (1) or (2))**
- 134 * (1) **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days (30 days if left blank)
 135 ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
 136 whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer**
 137 may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and
 138 investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the
 139 Property's engineering, architectural, and environmental properties; zoning and zoning restrictions;
 140 subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
 141 consistency with local, state, and regional growth management plans; availability of permits, government
 142 approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be
 143 rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all
 144 documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives
 145 **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the
 146 Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its
 147 agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will
 148 indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature,
 149 including attorneys' fees, expenses, and liability incurred in application for rezoning or related
 150 proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any
 151 work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien
 152 being filed against the Property without **Seller's** prior written consent. If this transaction does not close,
 153 **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and
 154 return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller**
 155 all reports and other work generated as a result of the Inspections.

156 Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
 157 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
 158 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
 159 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
 160 **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

- 161 * (2) **No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including
 162 being satisfied that either public sewerage and water are available to the Property or the Property will be
 163 approved for the installation of a well and/or private sewerage disposal system and that existing zoning

and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrent growth management, and environmental conditions, are acceptable to **Buyer**. This contract is not contingent on **Buyer** conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 8(a)(2) is selected.

(c) **Flood Zone:** **Buyer** is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

Buyer waives the right to receive a CCCL affidavit or survey.

9. **Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's check if **Seller** requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 19. In addition to other expenses provided in this contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) **Seller Costs:**

- Taxes on deed
- Recording fees for documents needed to cure title
- Title evidence (if applicable under Paragraph 7)
- Other: See Additional Terms

(b) **Buyer Costs:**

- Taxes and recording fees on notes and mortgages
- Recording fees on the deed and financing statements
- Loan expenses
- Title evidence (if applicable under Paragraph 7)
- Lender's title policy at the simultaneous issue rate
- Inspections
- Survey
- Insurance
- Other: See Additional Terms

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments, **Seller** **Buyer** (**Buyer** if left blank) will pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is 4 of 7 pages.
VAC-11 Rev 6/17

- 220 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined
 221 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
 222 closing.
- 223 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
 224 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will
 225 cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided,
 226 however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing
 227 will not be contingent upon, extended, or delayed by the Exchange.
- 228 **10. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
 229 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
 230 holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday
 231 will extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
 232 **this contract.**
- 233 **11. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
 234 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
 235 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
 236 terminate this contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
 237 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this contract and
 238 receive all payments made by the governmental authority or insurance company, if any.
- 239 **12. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this contract or be liable to
 240 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
 241 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
 242 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
 243 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is
 244 unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for
 245 the period that the act of God or force majeure is in place. However, in the event that such act of God or force
 246 majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to
 247 the other; and **Buyer's** deposit(s) will be returned.
- 248 **13. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
 249 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
 250 **this contract, regarding any contingency will render that contingency null and void, and this contract will**
 251 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received**
 252 **by an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
 253 **delivered to or received by that party.**
- 254 **14. Complete Agreement; Persons Bound:** This contract is the entire agreement between **Seller** and **Buyer**.
 255 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker**
 256 **unless incorporated into this contract.** Modifications of this contract will not be binding unless in writing, signed
 257 or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
 258 contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications
 259 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be
 260 binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If
 261 any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be
 262 fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this contract.
 263 This contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular
 264 or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
 265 permitted, of **Seller**, **Buyer**, and Broker.
- 266 **15. Default and Dispute Resolution:** This contract will be construed under Florida law. This Paragraph will survive
 267 closing or termination of this contract.
- 268 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this contract, **Buyer**
 269 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting
 270 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also
 271 be liable for the full amount of the brokerage fee.

272 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this contract,
273 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
274 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
275 consideration for execution of this contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
276 will be relieved from all further obligations under this contract; or **Seller**, at **Seller's** option, may proceed in
277 equity to enforce **Seller's** rights under this contract.

278 **16. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
279 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
280 the litigation. This Paragraph 16 shall survive Closing or termination of this Contract.

281 **17. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
282 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
283 upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing
284 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
285 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any
286 person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful
287 breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay
288 the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the
289 escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

290 **18. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
291 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting
292 this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
293 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
294 property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside
295 in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller**
296 representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and**
297 **government agencies for verification of the Property condition and facts that materially affect Property**
298 **value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all
299 levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising
300 from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold
301 harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or
302 damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or
303 display of listing data by third parties, including, but not limited to, photographs, images, graphics, video
304 recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's
305 performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475,
306 Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv)
307 products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each
308 assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve
309 Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract.
310 This Paragraph will survive closing.

311 **19. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
312 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
313 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
314 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
315 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

316 **20. Brokers:** The brokers named below are collectively referred to as "Broker." **Instruction to closing agent:**
317 **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in
318 separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the
319 extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any
320 MLS or other offer of compensation made by **Seller** or **Seller's** Broker to **Buyer's** Broker.

321* (a) N/A (Seller's Broker)
322* will be compensated by **Seller** **Buyer** both parties pursuant to a listing agreement other
323* (specify): _____

324* (b) N/A (Buyer's Broker)
325* will be compensated by **Seller** **Buyer** both parties **Seller's** Broker pursuant to a MLS offer of
326* compensation other (specify): _____

327* **21. Additional Terms:** _____
 328 Notwithstanding anything contained herein to the contrary, Buyer shall be responsible for and shall pay all fees and costs
 329 associated with closing the transaction and Seller shall receive a net \$3,000 in sale proceeds at closing.
 330 _____
 331 _____
 332 _____
 333 _____
 334 _____
 335 _____
 336 _____
 337 _____
 338 _____
 339 _____
 340 _____
 341 _____
 342 _____

COUNTER-OFFER/REJECTION

344* Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 345 deliver a copy of the acceptance to Seller).
 346* Seller rejects Buyer's offer

347 **This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before**
 348 **signing.**

349* **Buyer:** Tommy L. Hayes, III Date: 10/7/2020

350* Print name: Tommy L. Hayes, III, CO-Manager

351* **Buyer:** Donald E. Hayes Date: 10/7/2020

352* Print name: Donald E. Hayes, Co-Manager

353 **Buyer's address for purpose of notice:**

354* Address: 28 West Woodward Avenue, Eustis, FL 32726

355* Phone: _____ Fax: _____ Email: _____

356* **Seller:** Ronald R. Neibert Date: 9/24/20

357* Print name: Ronald R. Neibert, City Manager

358* **Seller:** _____ Date: _____

359* Print name: _____

360 **Seller's address for purpose of notice:**

361* Address: 10 North Grove Street, Eustis, FL 32726

362* Phone: _____ Fax: _____ Email: _____

363* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
 364 **final offer or counter offer.)**

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer () () and Seller (RA) () acknowledge receipt of a copy of this page, which is 7 of 7 pages.
 VAC-11 Rev 6/17



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 15, 2024

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

Introduction:

Consistent with Chapter 2023-174, Laws of Florida, Resolution Number 24-15 authorizes the City Manager to execute the Photo Enforcement Services Agreement with Altumint, Inc., attached as Exhibit "A" to the Resolution.

Recommended Action:

The administration recommends approval of Resolution Number 24-15.

Background:

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 showing that certain school zones in Eustis constitute a heightened safety risk warranting additional traffic enforcement measures. The Police Department believes there is a need for additional enforcement measures in these areas and school zone cameras have the potential to dramatically reduce the number of speeding vehicles that threaten the life and safety of pedestrians.

By partnering with Altumint, the Police Department is employing a force multiplier to ensure school zone speeds are enforced more effectively. Altumint then helps to streamline the process and eliminate the hiring of exponentially more staff by providing administrative support such as the mailing and payment processing of issued citations.

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

February 1, 2024 City Commission Meeting

At the February 1, 2024, City Commission meeting, Altumint's contract was presented to City Commission with several recommended revisions announced by the City Attorney.

The Altumint representative present at the meeting indicated theoretical agreement to the revisions; however, on the record the representative advised that Altumint reserved the not to sign the agreement pending review of the revisions by Altumint’s CEO, Holly Cooper.

With an unsigned agreement and Altumint’s reservation of the right not to sign pending the revisions approved by City Commission in Resolution 24-15, an enforceable contract between the City and Altumint did not exist.

The City Attorney and Altumint representatives worked on revising the agreement to adopt the recommendations made at the February 1, 2024 City Commission meeting, along with other modifications. Altumint’s CEO, Holly Cooper, has signed the revised agreement which is now ready for review by City Commission.

The revisions to the agreement are substantial in effect and in nature, warranting an opportunity for public input and discussion by City Commission in compliance with Florida law.

Altumint will provide key administrative services such as mailing citations, processing payments, and providing a customer service call center. Altumint will provide the necessary monitoring equipment and provide ongoing maintenance/support of the system. Furthermore, training and support for City staff involved in the school zone speed enforcement program will also be provided. The speed detection systems are 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 that are not already statutorily allocated to certain government entities per section 316.1896, Florida Statutes.

A summary of important modifications to the original proposed contract which now form part of the executed contract being presented to City Commission are as follows:

- Altumint shall provide the City with the 30-day statutory warning/public awareness campaign required by law at NO COST to the City.
- City will only be liable for damage to equipment resulting from the City’s neglect or misuse of the equipment.
- Distribution of Funds section includes clarification that weekly reconciliation of funds from citation payments will include processing of payments to the Department of Revenue, other governmental entities and the School Crossing Guard Recruitment and Retention Program in compliance with section 316.1896, Florida Statutes.
- Confidentiality provision was completely overhauled to protect the City with regard to public records compliance.
- In compliance with section 316.0776, the contract will not automatically renew; instead, the contract may be renewed after the initial 5-year term.

- Termination of the contract for convenience, i.e., for any reason with 30 days written notice was added.
- Insurance and Liability section was updated to reflect a \$5,000,000.00 liability cap to the City instead of the prior language which capped liability at 12-months' worth of payments received by Altumint.
- Indemnification provision was completely overhauled to provide the City with unilateral protection by Altumint for services provided under the contract.
- Notice provision and venue specification to Lake County were also updated.
- The number of monitoring systems to be installed were updated from 4 to 8 to cover the four schools identified in Ordinance 24-11 for inclusion in the program.

Community Input:

There will be an opportunity for public input at the City Commission meeting on February 15, 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 \$3,499.00 per monitoring system per month in fines collected.

Attachments:

Resolution 24-15 with Agreement attached as Exhibit "A"
Original Agreement for reference.

Reviewed By:

Chief Craig A. Capri, Chief of Police

Prepared By:

Captain Jon Fahning, Road Patrol Commander

Updated By:

Tom Carrino, City Manager

Revised By:

Sasha O. Garcia, City Attorney

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 Photo Enforcement Services Agreement with Altumint, Inc. attached hereto as Exhibit “A” and any other documents necessary to implement the School Zone Speed Enforcement Program.

DONE AND RESOLVED, this 15th 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 physical presence, this 15th 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 [19th] day of February, 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 shall provide Client with a warning period consistent with Florida law. 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. Both parties agree that section 316.0776(3), Florida Statutes, mandates installation of SPE Systems be in accordance with specifications established by the Florida Department of Transportation (FDOT).

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 through the collection process. 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.

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 are required as a result of neglect, misuse 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. No fees shall be owed by Client for the 30-day statutory warning period/public awareness campaign. 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 for processing of payments to the Department of Revenue, other governmental entities and the School Crossing Guard Recruitment and Retention Program in compliance with section 316.1896, Florida Statutes. 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

a. 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 Public Records Act and Florida Sunshine Act), or by mutual agreement. Only trade secrets recognized by a Florida court of law as meeting the requirements for a statutory public records exemption are protected from disclosure under Florida's Public Records Act. If Altumint has a trade secrets claim as to public records (as defined by Chapter 119 FS) produced to the City, contractor must clearly designate documents as "This Document Contains Trade Secrets" in bold 12 point minimum type, in the header of each page of such documents so claimed, or in another obvious location for public records other than documents. The City shall then not produce such records (or portions thereof identified by Altumint) without a court order. Altumint agrees that the City is not responsible for evaluating the legal validity of Altumint's trade secret claim under Chapter 119, Florida Statutes or any trade secret exemption statute claimed by Altumint, and Altumint indemnifies the City, its officers, agents and employees against all claims, lawsuits, or government actions, including without limitation, attorney fees and costs through appeal for the City and its officers, agents and employees, or payable by the City or its officers, agents and employees to the public records requestor or State if such fees are granted by the court to the public records requestor litigant or the State. It is solely the responsibility of Altumint to ensure that a provision similar to this one is in each and every sub-contract (or lease) contractor enters into where there might be an obligation on the part of Altumint or City to produce public records under Florida's Public Records Law, Chapter 119 FS.

b. PUBLIC RECORDS ACCESS PROVISION REQUIRED BY FLORIDA LAW: Altumint shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Altumint shall keep and maintain public records required to perform the services under this Agreement.

c. This Agreement may be unilaterally canceled by the City for refusal by Altumint to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by Altumint in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

d. If Altumint meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

1. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Altumint of the request, and Altumint must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If Altumint fails to provide the public records to the City within a reasonable time, Altumint may be subject to penalties under s. 119.10, F.S.

2. Upon request from the City's custodian of public records, Altumint shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Altumint shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Altumint does not transfer the records to the City.

4. Upon completion of the Agreement, Altumint shall transfer, at no cost to City, all public records in possession of Altumint or keep and maintain public records required by the City to perform the services under this Agreement. If Altumint transfers all public records to the City upon completion of the Agreement, Altumint shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements, except to the extent such records are required to be retained by law or regulation. If Altumint keeps and maintains public records upon completion of the Agreement, Altumint shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.

IF ALTUMINT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALTUMINT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS by telephone at (352)483-5430, by email at cityclerk@eustis.org, or at the mailing address below:

CITY CLERK
EUSTIS CITY HALL
10 N. Grove St.
Eustis, FL 32726

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”). In compliance with 316.0776, Florida Statutes, upon the expiration of the Initial Term, this Agreement can be renewed 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 Convenience

Notwithstanding subsection (A) “Term” above, either party may terminate this Agreement for convenience, without cause or default, and without any damages or costs associated with such termination, by providing the other party thirty (30) days prior written notice to the non-terminating party 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 pursuant to the citation payment provisions under this Agreement, up to the date of termination of this Agreement.

D. Effect of Termination 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 FIVE MILLION DOLLARS (\$5,000,000.00). 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 defend, indemnify and hold harmless the Client and all of the Client's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs such as collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Altumint, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Altumint recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Client when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Client in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Altumint of its liability and obligation to defend, hold harmless and indemnify the Client as set forth in this article of the Agreement.

In the event any lawsuit or other proceeding is brought against Client by reason of any of the above indemnifiable claim, cause of action or demand, Altumint shall, upon written notice from Client, resist and defend such lawsuit or proceeding by counsel satisfactory to Client. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract.

Nothing herein shall be construed to extend the Client's liability beyond that provided in section 768.28, Florida Statutes.

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 Lake County, 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.

Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental or sovereign immunity that may be available by law to the Client, its elected officials, officers, employees, contractors or agents, or any other person acting on behalf of the Client and, in particular, governmental or sovereign immunity afforded or available pursuant to Florida Statutes.

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. Notices shall be sent to the following address:

City of Eustis
Attn: City Manager
10 N. Grove St.
Eustis, FL 32726

Altumint, Inc.
Attn: Sue Vestri
4600 Forbes Blvd, Suite 203
Lanham, MD 20706

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: Holly Cooper</p> <p>Title: CEO</p>	<p>City of Eustis, Florida</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
---	---

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™	8	\$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 8 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.



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 15, 2024

RE: **FIRST READING**

ORDINANCE NUMBERS 24-02, 24-03, AND 24-04: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS WITH ALTERNATE 1123461

Ordinance Number 24-02 – Voluntary Annexation

Ordinance Number 24-03 – Comprehensive Plan Amendment

Ordinance Number 24-04 – Design District Assignment

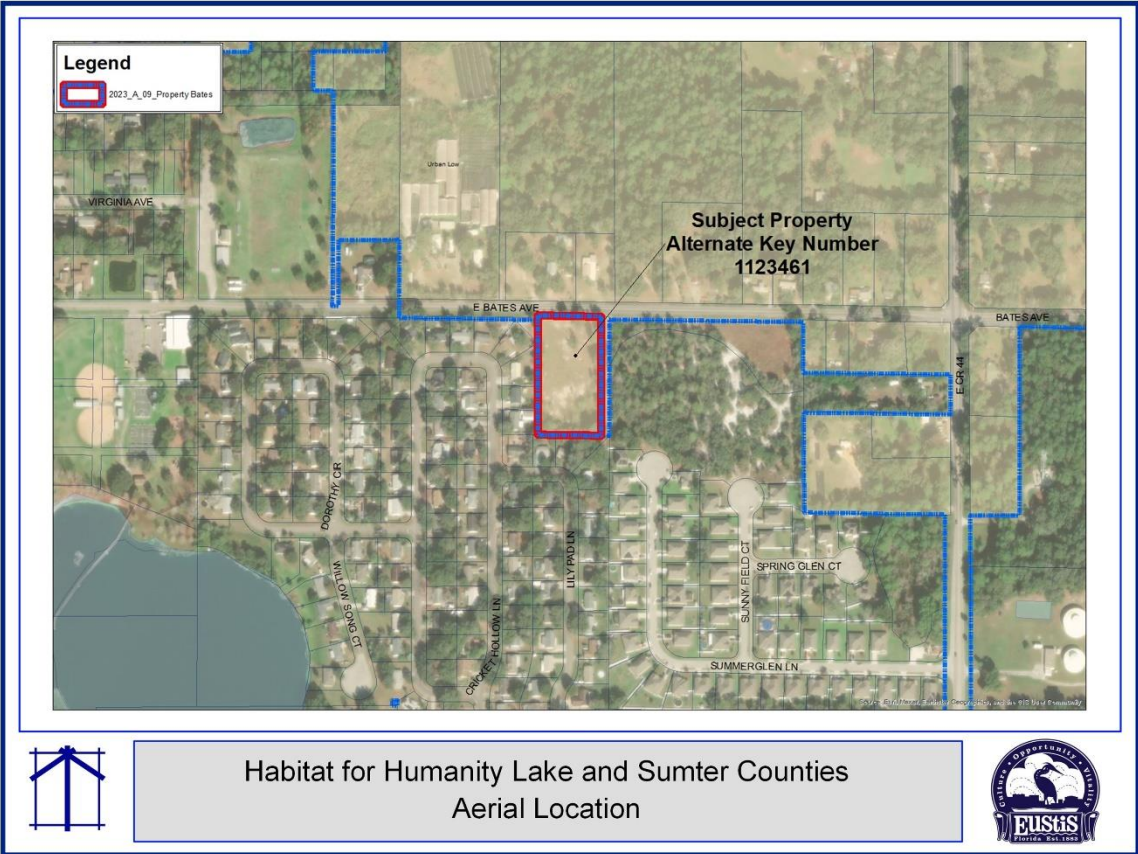
Introduction:

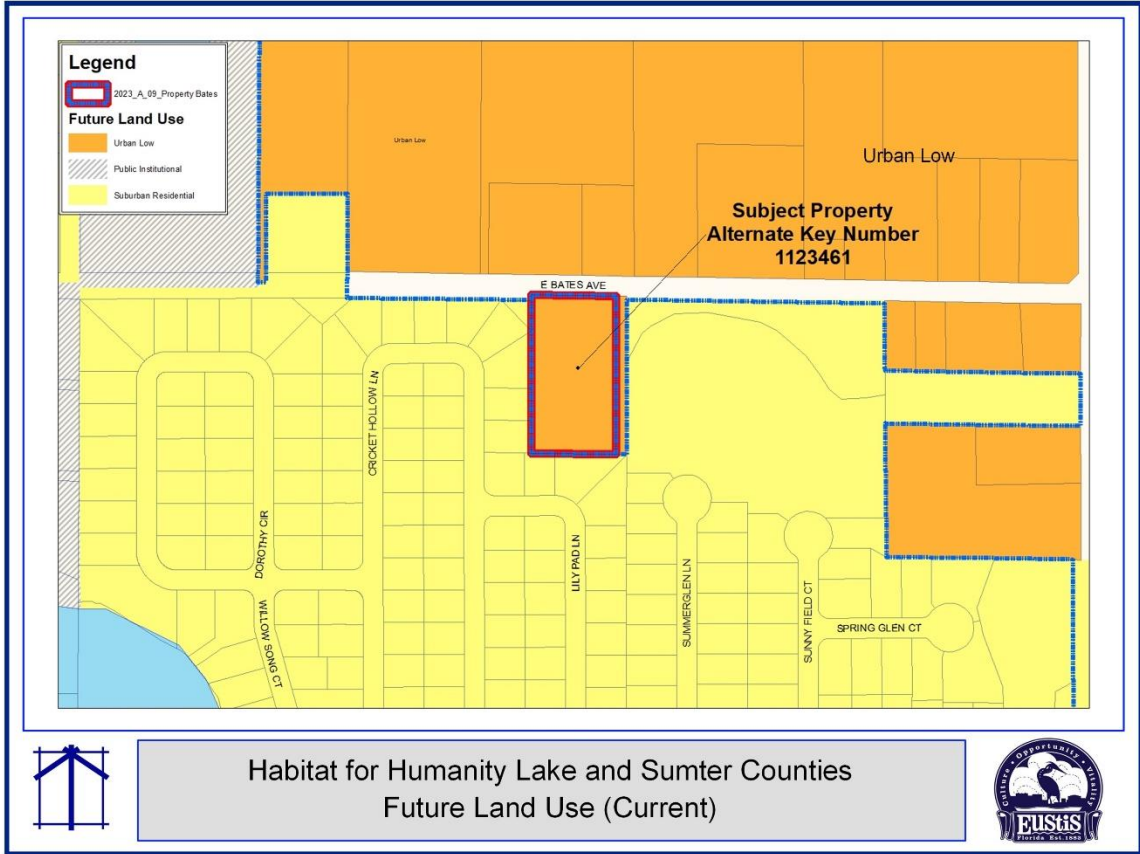
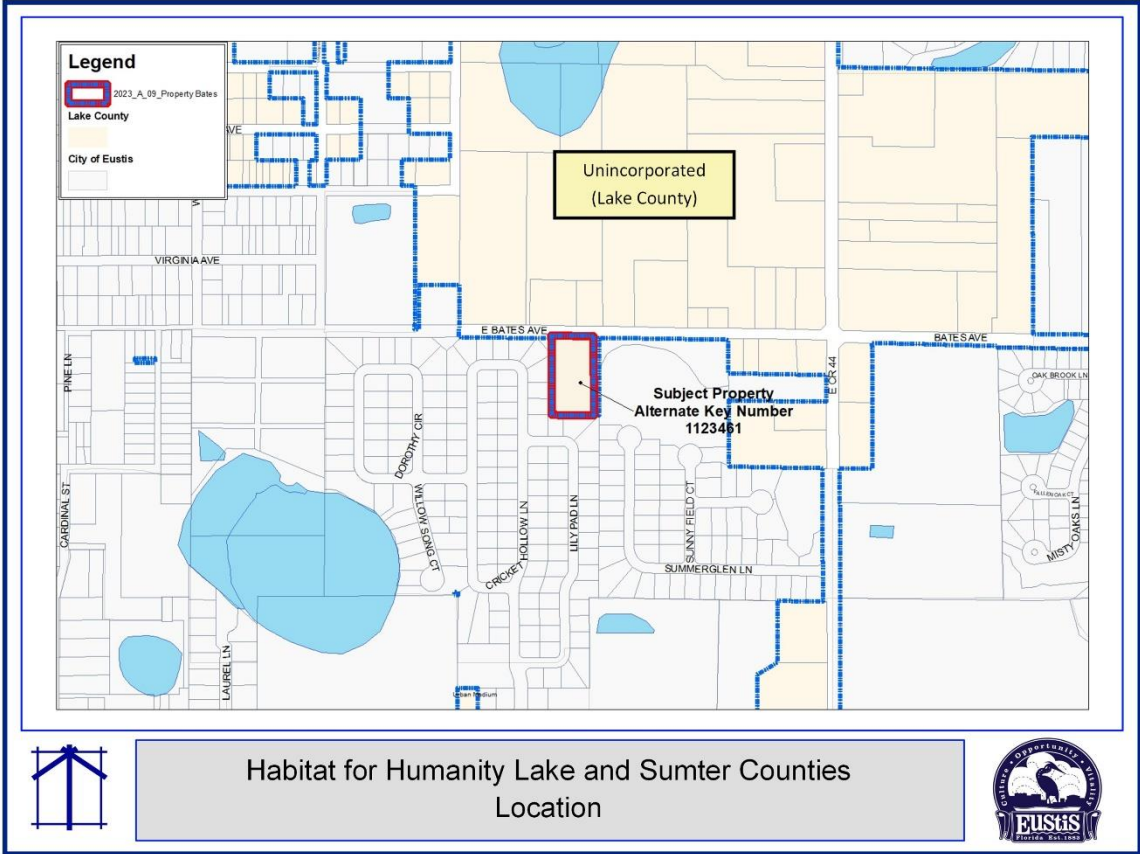
Ordinance Number 24-02 provides for the voluntary annexation of approximately 1.88 acres of land located along the south side of Bates Avenue east of Wall Street at 2596 E. Bates Avenue (Alternate Key Number 1123461). Provided the annexation of the subject property is approved, via Ordinance Number 24-02, Ordinance Number 24-03 would change the future land use designation from Urban Low in Lake County to Suburban Residential (SR) in the City of Eustis, and Ordinance Number 24-04 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 24-02 is denied, then there can be no consideration of Ordinance Numbers 24-03 and 24-04.

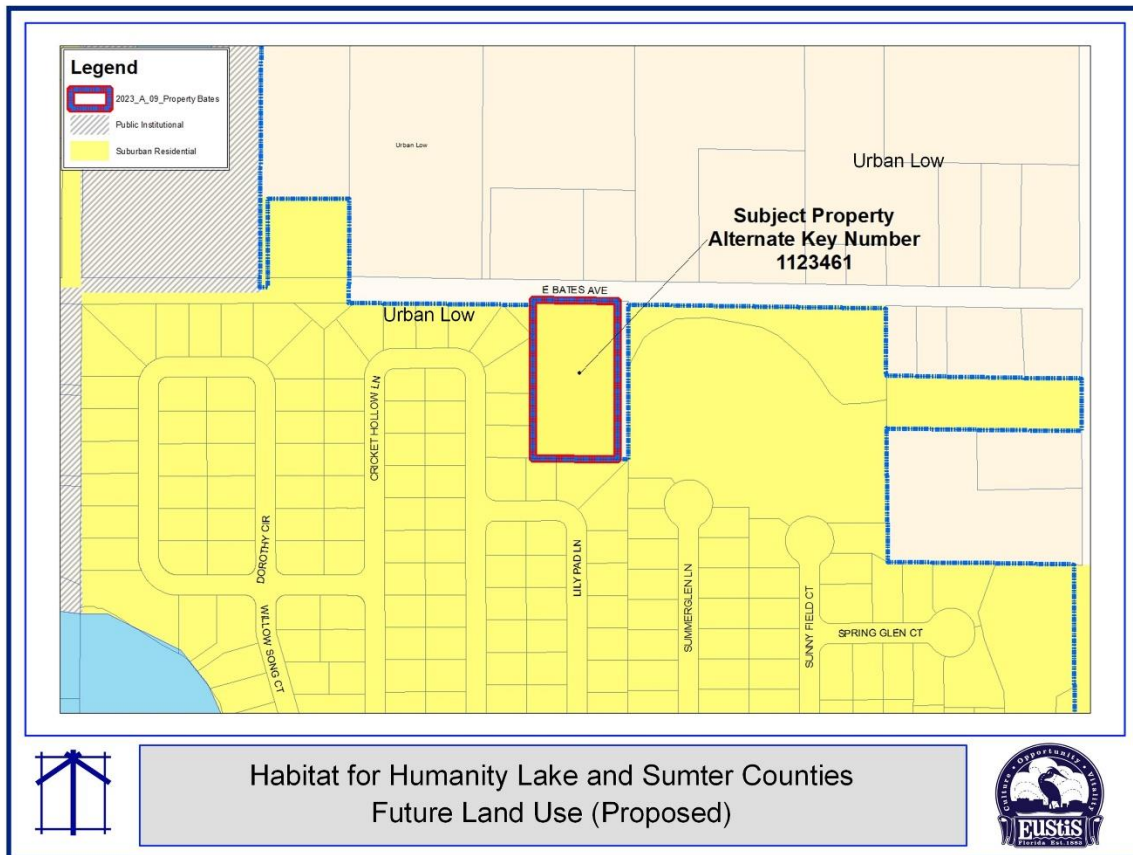
Background:

1. The site contains approximately 1.88 acres and is located within the Eustis Joint Planning Area.
2. The proposed annexation property is within an enclave area of the City and is contiguous to the City boundaries on the south and western property lines as represented on the Location map, herein.
3. The site has a Lake County land use designation of Urban Low, but approval of Ordinance Number 24-03 would change the land use designation to Suburban Residential (SR) in the City of Eustis.

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







Applicant's Request

The applicant and property owners, Habitat for Humanity of Lake and Sumter Florida, Inc., wish to annex the referenced property, change the future land use to Suburban Residential (SR), and assign a design district of Suburban Neighborhood.

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 Suburban Residential future land use designation with the annexation. The SR future land use provides for residential uses up to five (5) dwelling units per acre.

Analysis of Annexation Request (Ordinance Number 24-02)

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

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

The subject property is located within the Eustis-Lake County Joint Planning Area. Urban services of adequate capacity are available to serve future

development, consistent with the requested Suburban Residential future land use designation.

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

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

The 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; the property is part of a “partial enclave, it is contiguous to the City limits at several points on the western and southern boundaries, and the owner petitioned for annexation.

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

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

The department published notice of this annexation in the Daily Commercial following the established requirements on February 6, 2024, and again on February 12, 2024.

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

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

Annexation of the subject property does not create an enclave as defined by the Florida Statutes. The subject properties are included in a portion of the city that can be considered a partial or open enclave.

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

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

The department provided notice to the Lake County Board of County Commissioners on January 26, 2023, via email and by Certified Mail on January 26, 2023, received and signed for by Lake County on January 29, 2024

Analysis of Comprehensive Plan/Future Land Use Request (**Ordinance Number 24-03**)

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

1. Low Intensity Development:

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

This indicator does not apply. The requested future land use will provide for a higher density (5 du/acre) and the SR designation allows the infill of development types similar to the existing patterns at similar densities.

2. Urban Development in Rural Areas:

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

This indicator does not apply. The subject properties are located in a “partial” enclave area and will require city services to develop.

3. Strip or Isolated Development:

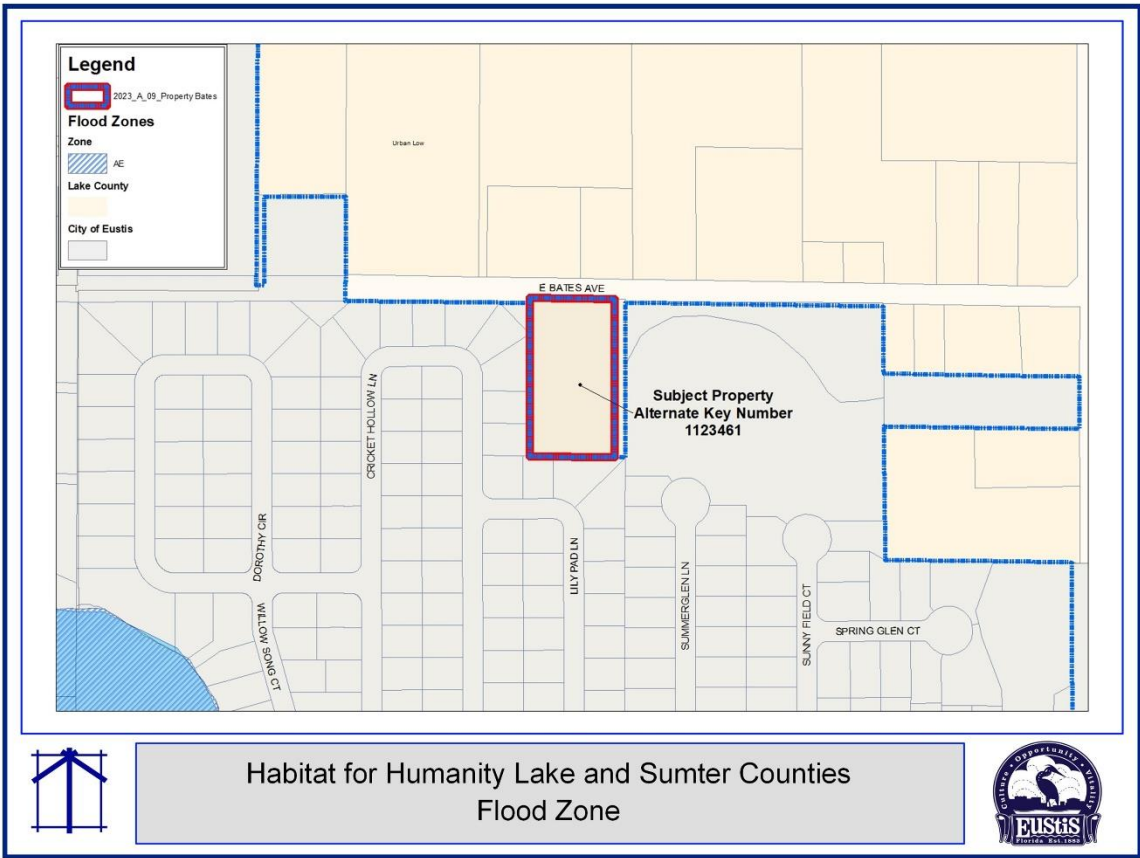
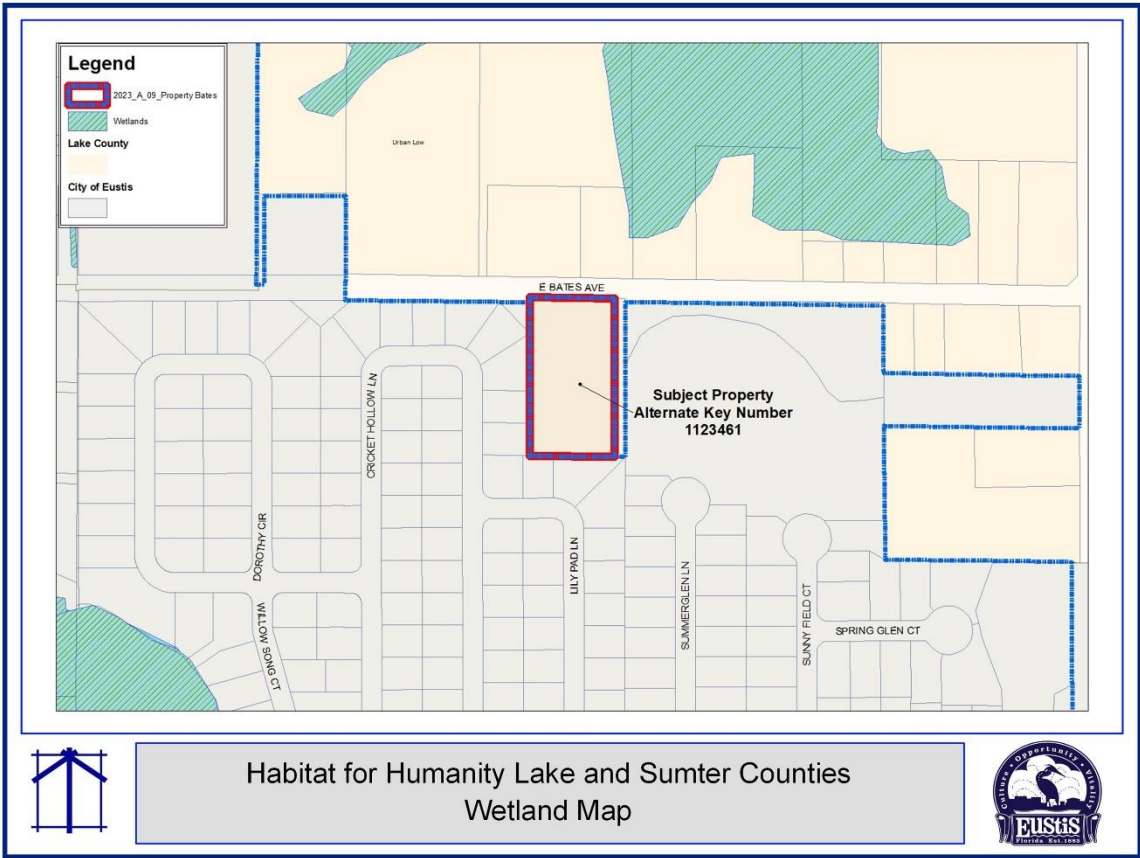
Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

This indicator does not apply. The subject properties are located in a “partial” enclave area and will require city services to develop.

4. Natural Resources Protection:

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

This indicator does not apply. The 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 protecting environmentally sensitive lands that would apply should the conditions at the time of development warrant such protection.



5. Agricultural Area Protection:

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

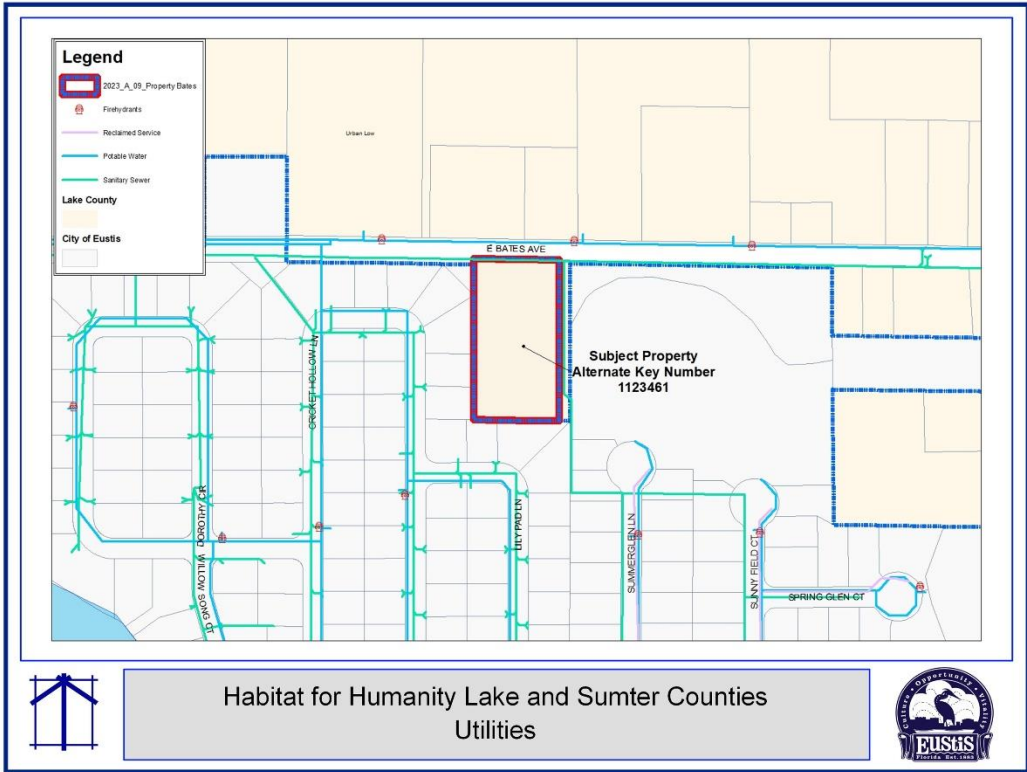
This indicator does not apply. This site and adjacent areas do not support active agricultural or silvicultural activities. The site is within an existing developed and further developing area.

6. 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. City Sewer is available with adequate capacity to serve the property and will be addressed via the site development process.

The Coolidge Street/Rosenwald Garden area to the west is the target for a City-planned improvement project that includes extensive water and sewer system improvements as well as stormwater improvements between Bates Avenue and Getford Road. This work includes not only line improvements and extensions but also overall improvements to the water distribution and sewer collection systems. Improvements will also include streets, stormwater systems, and sidewalks. These improvements will benefit the larger area, including the subject property.



Cost Effectiveness and Efficiency of Public Facilities:

Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads,

potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire, and emergency response, and general government.

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

7. 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.

8. 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.

9. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

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

10. 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.

11. 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.

12. Urban Sprawl:

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

a. Direction of Growth:

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

The site is adjacent to existing suburban development patterns and is a logical 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.

b. Efficient and Cost-Effective Services:

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

Water and Sewer service is available. The development of the property will further encourage the efficient provision of services.

The Coolidge Street/Rosenwald Garden area to the west is the target for a City-planned improvement project that includes extensive water and sewer system improvements as well as stormwater improvements between Bates Avenue and Getford Road. This work includes not only line improvements and extensions but also overall improvements to the water distribution and sewer collection systems. Improvements will also include streets, stormwater systems, and sidewalks. These improvements will benefit the larger area, including the subject property.

c. Walkable and Connected Communities:

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

At 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.

The Coolidge Street/Rosenwald Garden area is the target for a city-planned improvement project that includes area street improvements and sidewalks.

d. 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.

e. 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 or silvicultural activities. The site is within an existing developed residential area.

f. 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.

g. Balance of Land Uses:

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

The proposed land use is consistent with the surrounding area the site is not positioned to front primary or secondary corridors that would encourage commercial development.

h. Urban Form Densities and Intensities:

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

Not applicable.

In Accordance with Comprehensive Plan Future Land Use Element Appendix:

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

Major Categories of Plan Policies:

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

1. General Public Facilities/Services:

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

a. Emergency Services Analysis:

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

b. 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.

- c. 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. The Coolidge Street/Rosenwald Garden area to the west is the target for a City-planned improvement project that includes extensive water and sewer system improvements as well as stormwater improvements between Bates Avenue and Getford Road. This work includes not only line improvements and extensions but also overall improvements to the water distribution and sewer collection systems. Improvements will also include streets, stormwater systems, and sidewalks. These improvements will benefit the larger area, including the subject property.
- d. 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.
- e. 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.
- f. 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. The Coolidge Street/Rosenwald Garden area is the target for a city-planned improvement project that includes improvements and additions to address stormwater management for the vicinity.
- g. 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.

2. Natural Resources/Natural Features:

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

- a. Groundwater recharge areas:

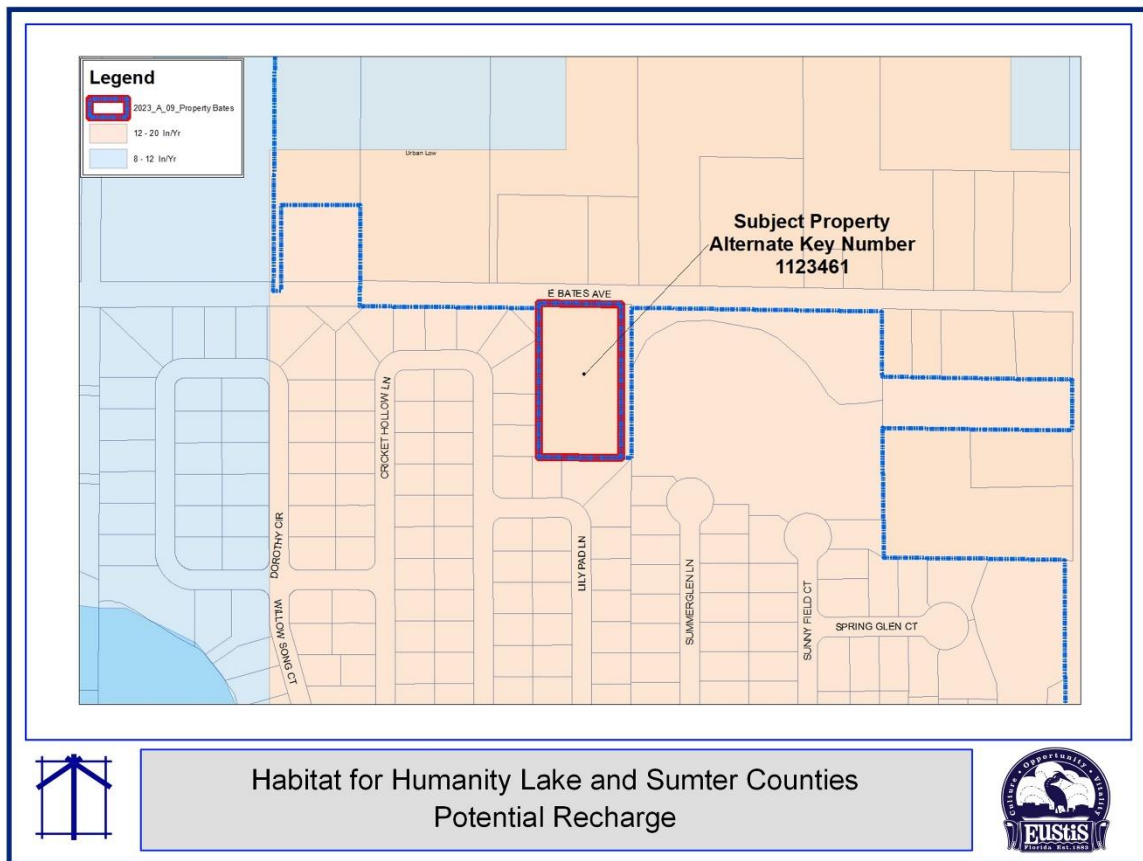
The site may be within a recharge area, and a site-specific geotechnical and hydrologic study will be needed to determine the site-specific impact at the time of development. Source: Lake County Comprehensive Plan 2030 Floridian Aquifer Recharge Map.

- b. Historical or archaeological sites:

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

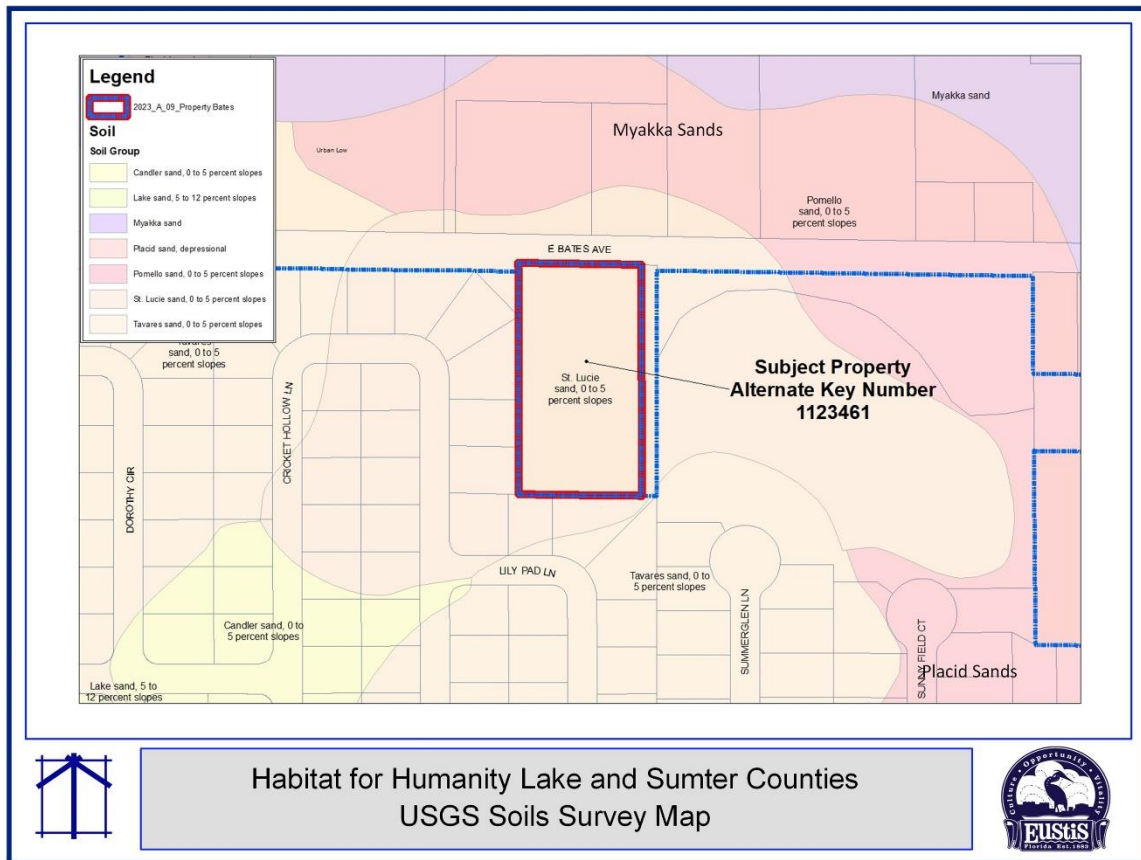
- c. Flood zones:

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



- d. Soil and topography:

The site soils are primarily St. Lucie sands. These sands are all typically very deep, excessively drained soils.



3. Comprehensive Plan Review:

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

Existing Land Use According to the Lake County Comprehensive Plan:

The 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 Suburban Residential (SR) land use designation is provided to accommodate the majority of residential development within the City. The general range of uses include: a mix of single-family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres

or less in size are also permitted. Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre.

Comparison of Lake County Development Conditions

The land use designations of residential properties within the City of Eustis in the surrounding area are generally Suburban Residential (SR) with a maximum density of 5 dwelling units per acre (du/ac).

The surrounding properties, immediately adjacent to the north and east, 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 and the proposed use of the land will continue to be residential.

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.

1. 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 is already residential in nature and the increase in traffic caused by an additional 6 to 8 lots should be negligible.

2. 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:

a. *Consistent with Comprehensive Plan:*

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

The proposed amendment is consistent with the Comprehensive Plan.

b. *In Conflict with Land Development Regulations:*

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

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

c. *Inconsistent with Surrounding Uses:*

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

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

d. *Changed Conditions:*

Whether there have been changed conditions that justify an amendment.

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

e. *Demand on Public Facilities:*

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

City water and sewer services are available and, in close proximity to the site. Adequate capacity is available to serve future development consistent with the requested Suburban Residential future land use designation.

The Coolidge Street/Rosenwald Garden area to the west is the target for a City-planned improvement project that includes extensive water and sewer system improvements as well as stormwater improvements between Bates Avenue and Getford Road. This work includes not only line improvements and extensions but also overall improvements to the water distribution and sewer collection systems. Improvements will also include streets, stormwater systems, and sidewalks. These improvements will benefit the larger area, including the subject property.

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

f. *Impact on Environment:*

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

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

g. *Orderly Development Pattern:*

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

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.

h. *Public Interest and Intent of Regulations:*

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

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

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

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

i. *Other Matters:*

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

No other matters.

Analysis of Design District Request (**Ordinance Number 24-04**):

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.

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

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

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

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

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

Design districts – Suburban Neighborhood

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

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

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

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

c. *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 City of Eustis design district designation must be assigned to annexed property; the proposed design district is compatible with the surrounding design districts.

d. *Consistent with Comprehensive Plan:*

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

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

e. *Consistent with Surrounding Uses:*

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

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

f. ***Changed Conditions:***

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

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

g. ***Public Facilities.***

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

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.

h. *Impact on 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.

i. 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 City of 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.

j. 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.

k. Public Interest and Intent of Regulations:

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

The 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.

l. 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 Neighborhood design district designation to an annexation parcel, which is consistent with the existing transect.

Applicable Policies and Codes

1. Resolution Number 87-34

Joint Planning Area Agreement with Lake County: "The City and the County agree that the unincorporated areas adjacent to the City might be appropriately served by urban services provided by the City, and might therefore be annexed into the City

in accordance with State law..... The City agrees to annex property in accordance with State law and provide adequate urban services and facilities to serve those areas within the Joint Planning Area.”

2. Florida Statutes Chapter 171.044: Voluntary Annexation:
 - a. “The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.”
 - b. “Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.”

3. Comprehensive Plan – Suburban Residential (SR)

This designation is provided to accommodate the majority of residential development within the City.

General Range of Uses: This designation is intended to provide for a mix of single-family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted.

Maximum Density/Intensity: Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre. The maximum density may be exceeded through an affordable housing density bonus as provided in the Special Provisions below.

Special Provisions:

- (1) Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density in the Suburban Residential (SR) classification where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent. A density bonus may also be allowed for energy conservation or green certification as provided for in the LDRs. The combined density bonus for affordable housing and energy conservation/green certification is limited to a total increase of 15%.
- (2) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:
 - a. all such housing is attached to foundations as in the case of conventional site-built construction; and
 - b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.
- (3) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.

4. Land Development Regulations Section 109-5.5(b)(1): The Suburban Neighborhood Design District has predominately residential uses with some neighborhood-scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.
5. Land Development Regulations Section 109-3 (Table 1) and Section 109-2.6: Suburban Residential land use has a maximum density of 5 units to one acre. The Suburban Residential designation is intended to regulate the character and scale of allowed uses so as to minimize their impacts on adjacent roadways and promote their compatibility with adjacent or nearby land uses.

Recommended Action:

Development Services recommends approval of Ordinance Numbers 24-02, 24-03, and 24-04.

Policy Implications:

None

Alternatives:

1. Approve Ordinance Numbers 24-02 (Annexation), 24-03 (Comp. Plan Amendment), and 24-04 (Design District Designation).
2. Deny Ordinance Numbers 24-02, 24-03, and 24-04.

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 24-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 1.88 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1123461, ON THE SOUTH SIDE OF EAST BATES AVENUE AT 2596 EAST BATES AVENUE.

WHEREAS, Habitat for Humanity of Lake-Sumter Florida Inc. made an application for voluntary annexation of approximately 1.88 acres of real property located on the south side of East Bates Avenue at 2596 East Bates Avenue, more particularly described as:

Alternate Key Number: 1123461
Parcel Number: 07-19-27-0002-000-03001
Legal Description: W 208.71 FT OF E 254.15 FT OF N 417.44 FT OF W 1/2 OF GOV LOT 1--LESS N 25 FT FOR RD RW-- ORB 6016 PG 152

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 February 15, 2024, the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on March 7, 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 1.88 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

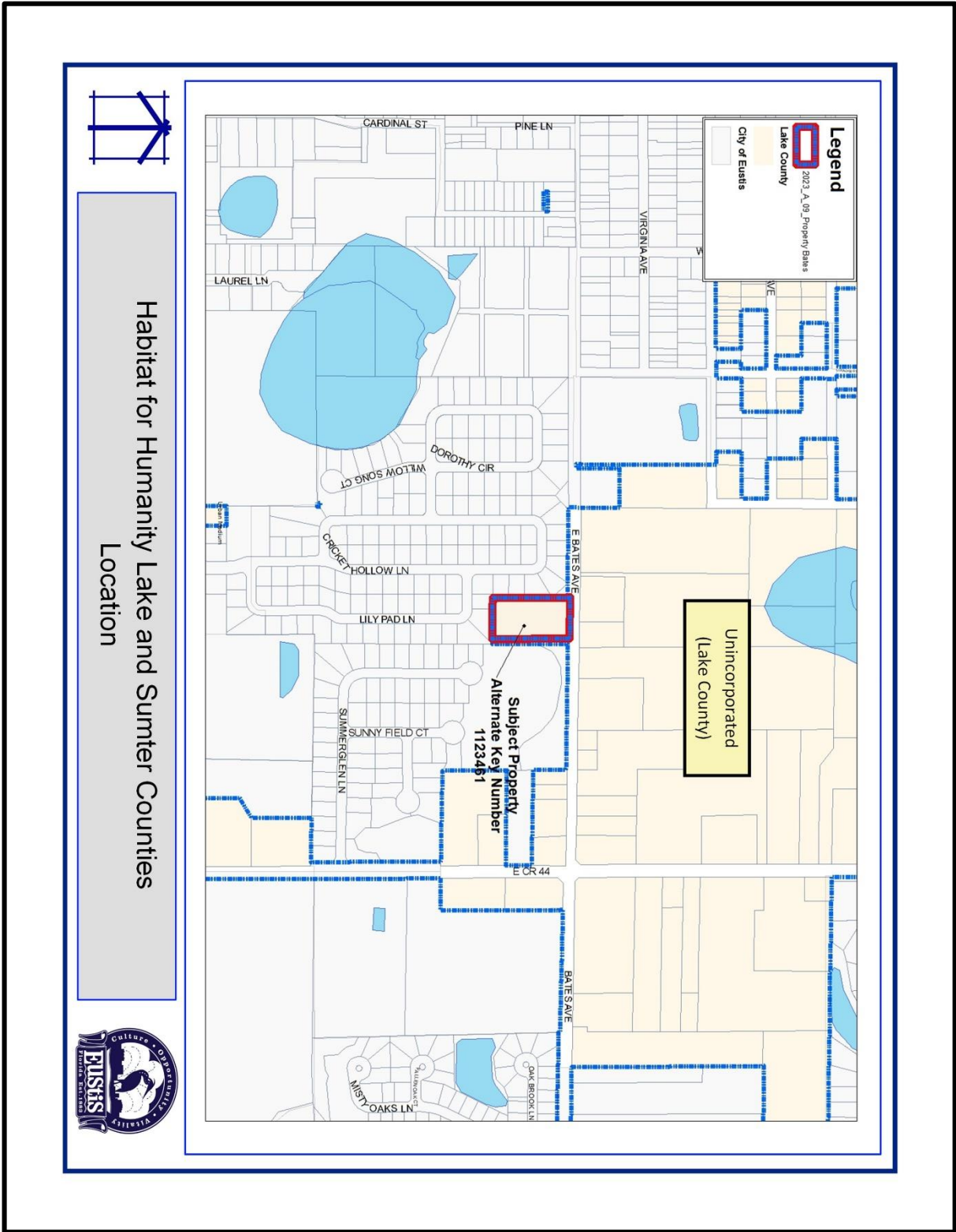
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 24-02 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



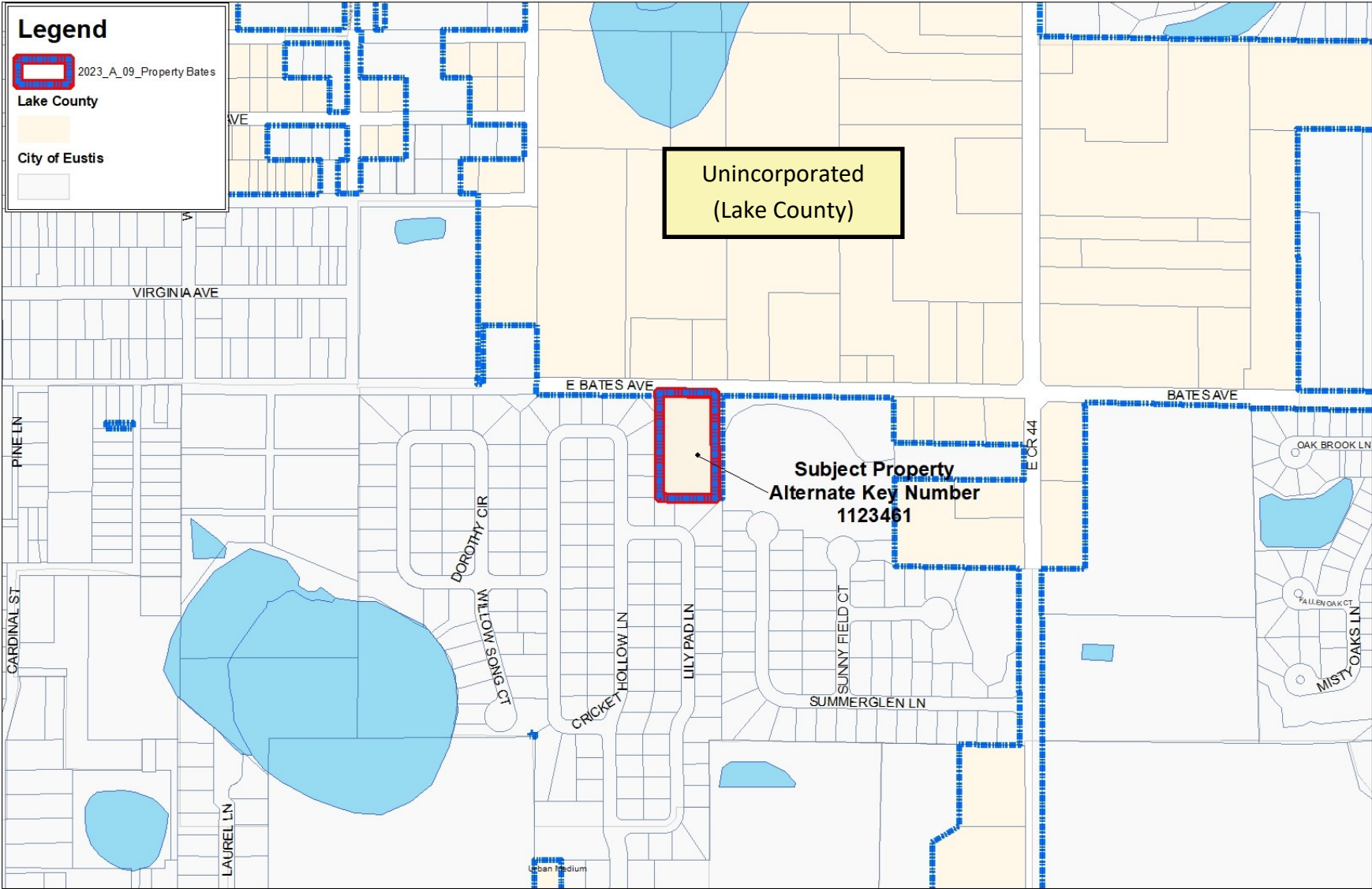
Ordinance Number 24-02
Annexation 2023-A-09
Alternate Key Number 1123461
Page 4 of 4

Legend
 2023_A_09_Property Bates



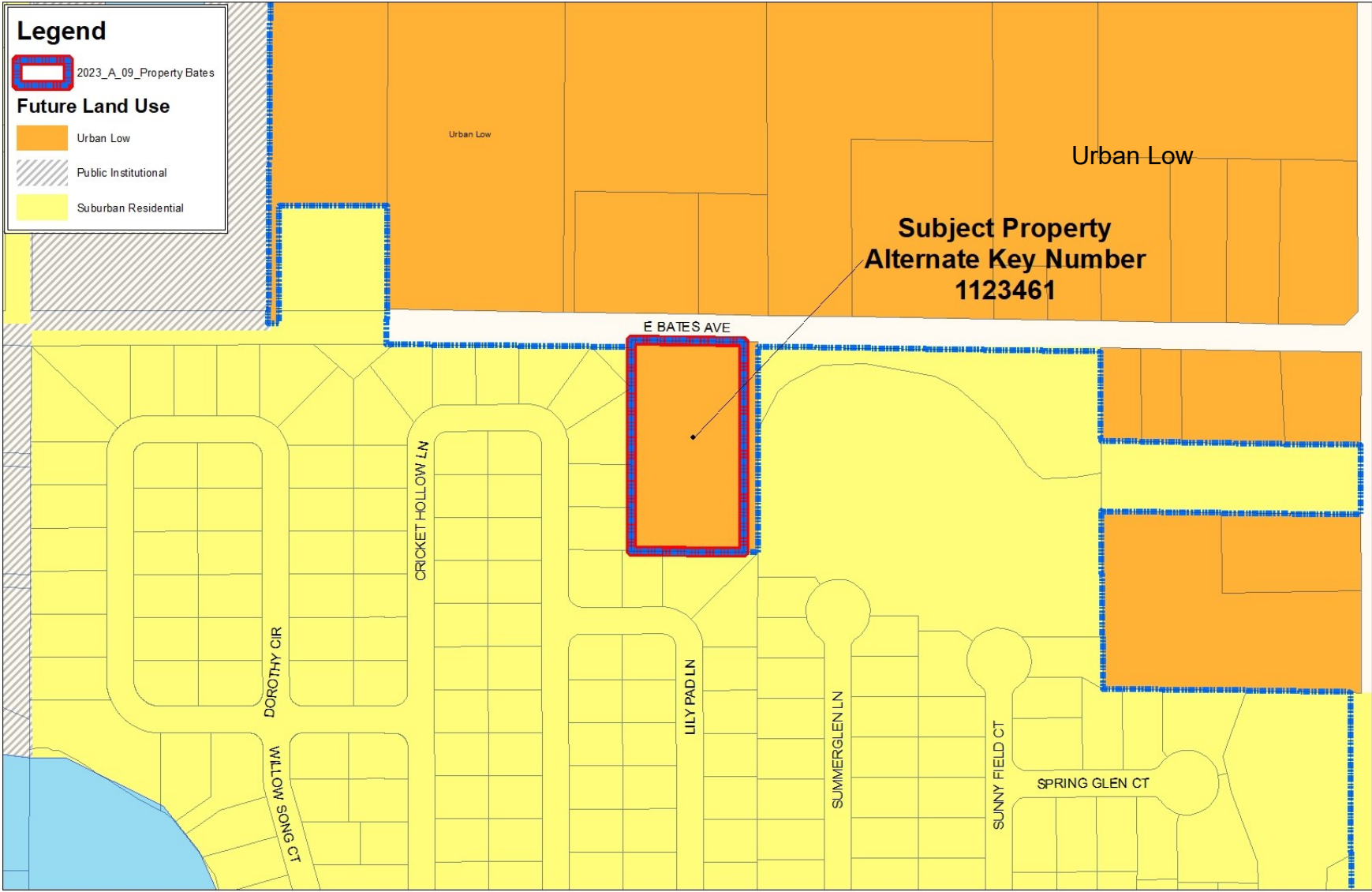
Habitat for Humanity Lake and Sumter Counties
Aerial Location





Habitat for Humanity Lake and Sumter Counties Location






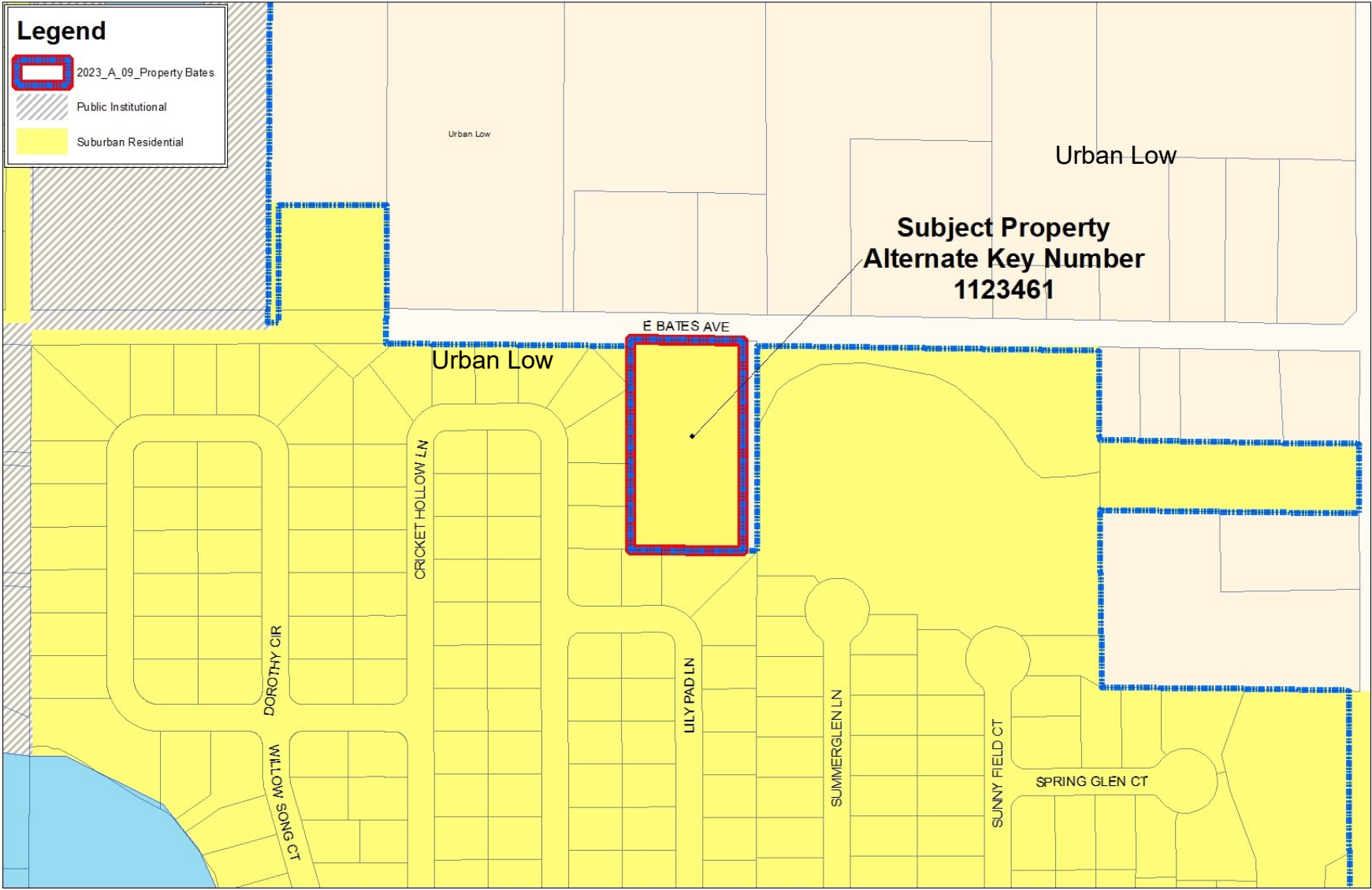


Habitat for Humanity Lake and Sumter Counties
Future Land Use (Current)



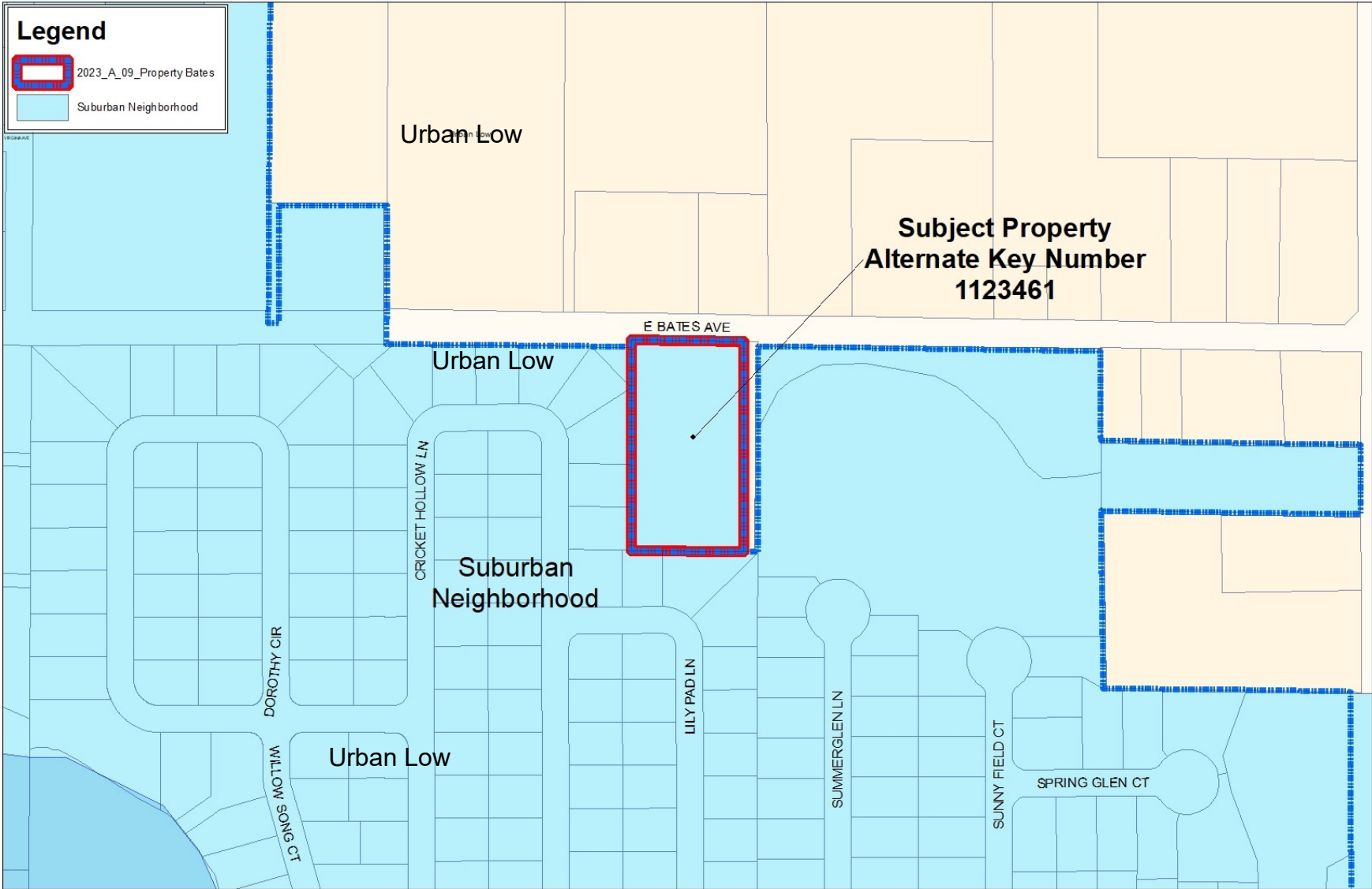
Legend

-  2023_A_09_Property Bases
-  Public Institutional
-  Suburban Residential



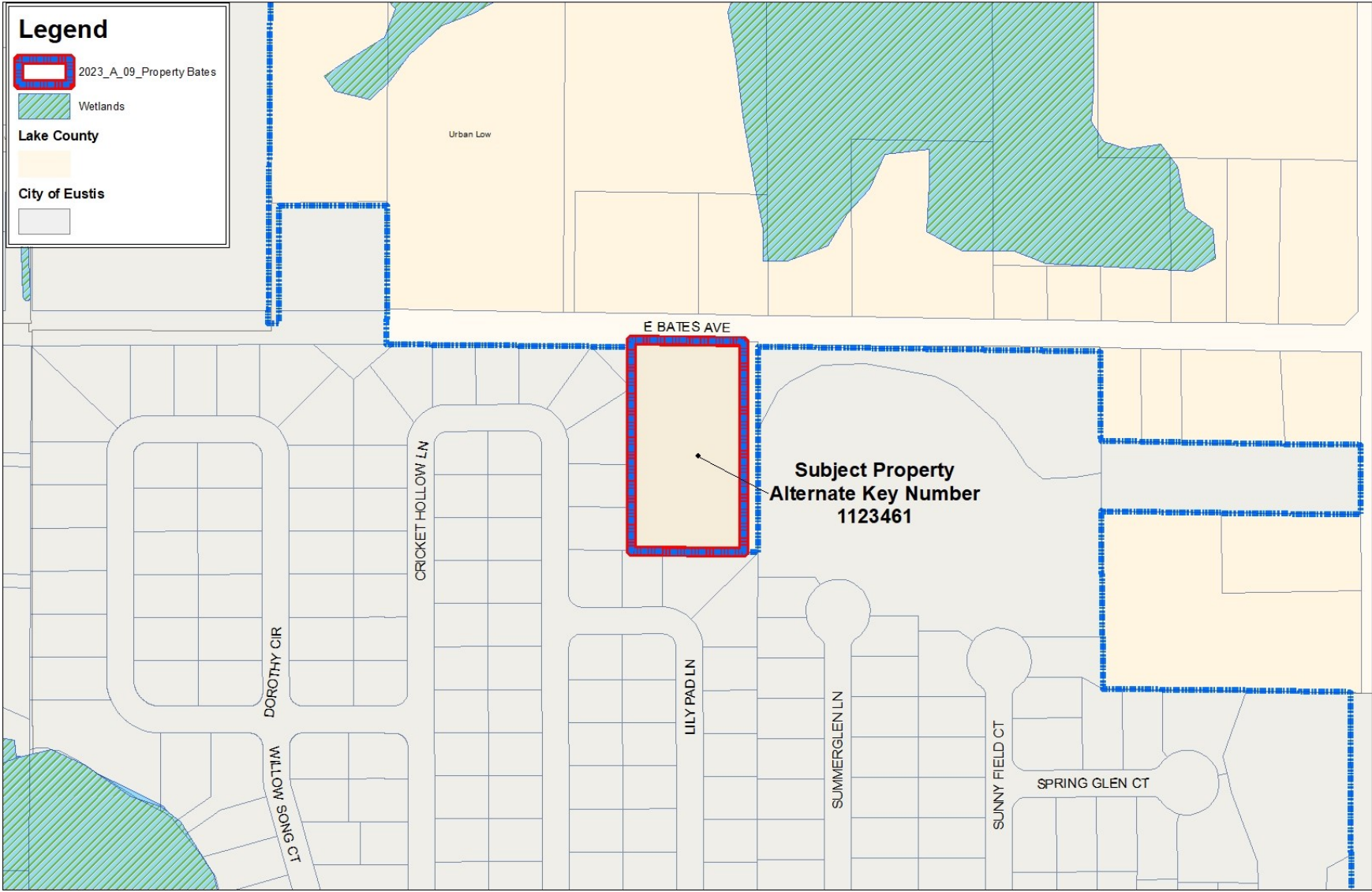
Habitat for Humanity Lake and Sumter Counties
Future Land Use (Proposed)





Habitat for Humanity Lake and Sumter Counties
Design District (After)







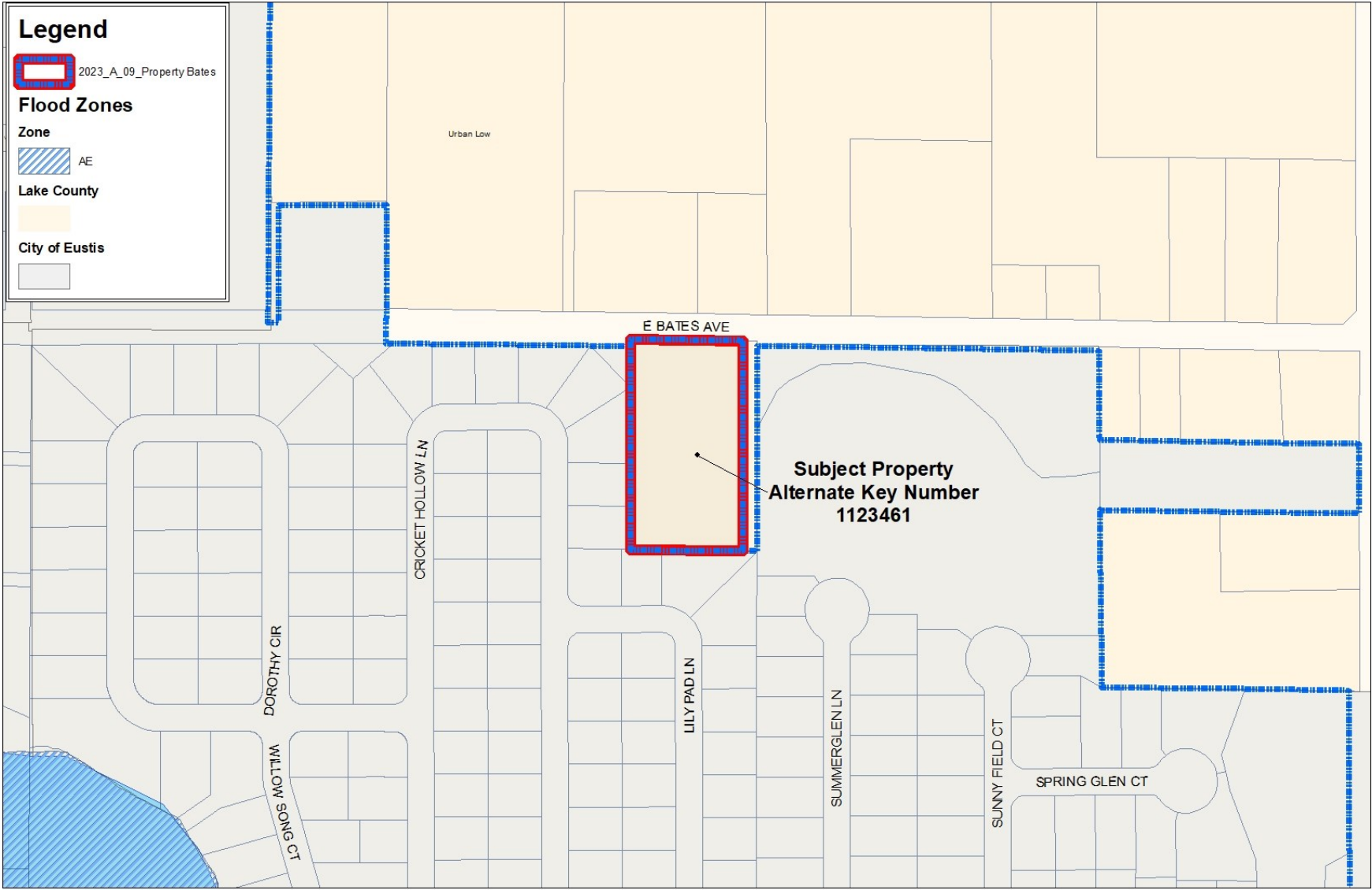


Habitat for Humanity Lake and Sumter Counties Wetland Map



Legend






-  2023_A_09_Property Bates
- Flood Zones**
- Zone**
-  AE
- Lake County**
- 
- City of Eustis**
- 




Habitat for Humanity Lake and Sumter Counties
Flood Zone




Legend

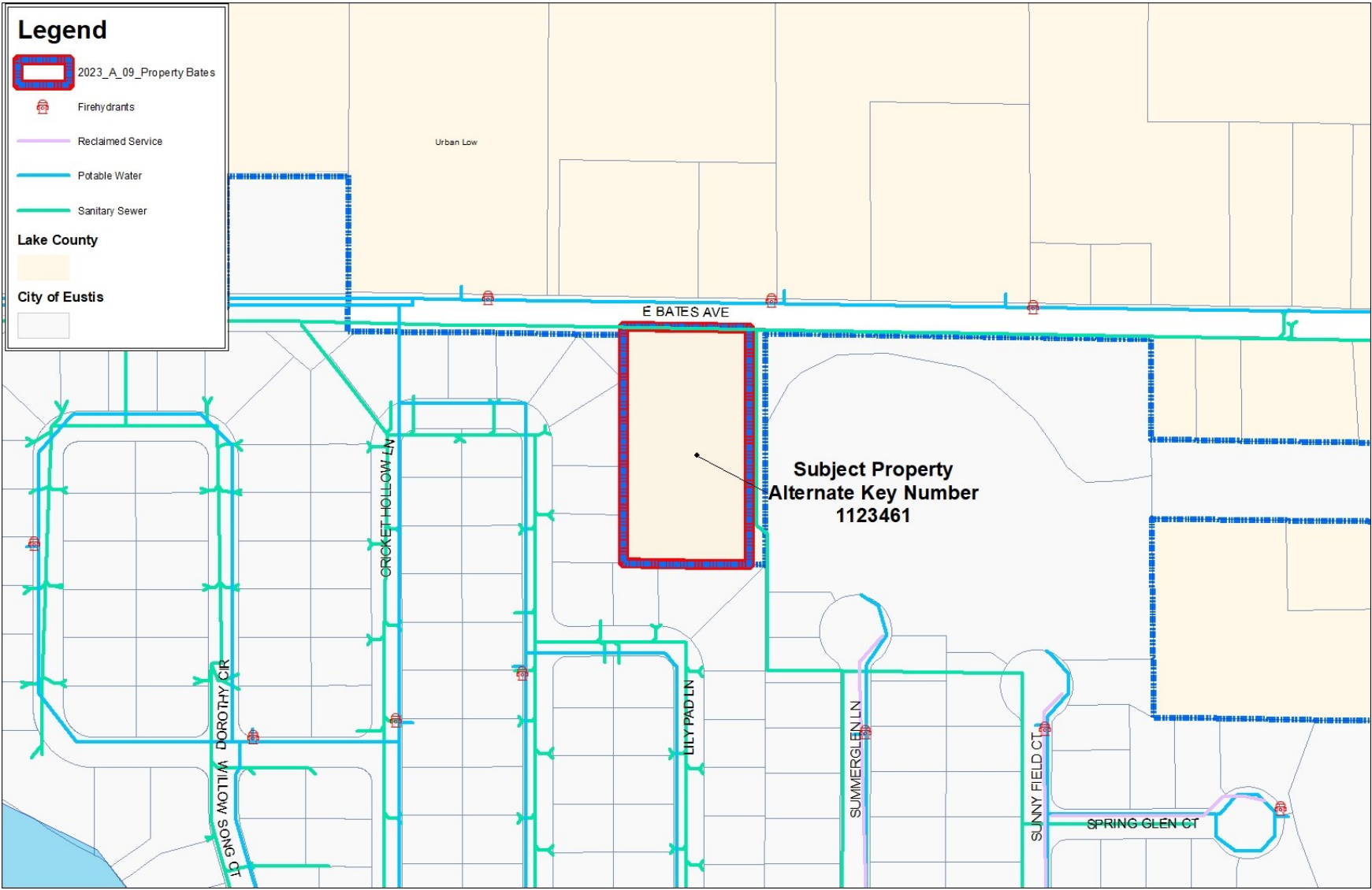
-  2023_A_09_Property Bates
-  Firehydrants
-  Reclaimed Service
-  Potable Water
-  Sanitary Sewer

Lake County

-  Urban Low

City of Eustis




- 

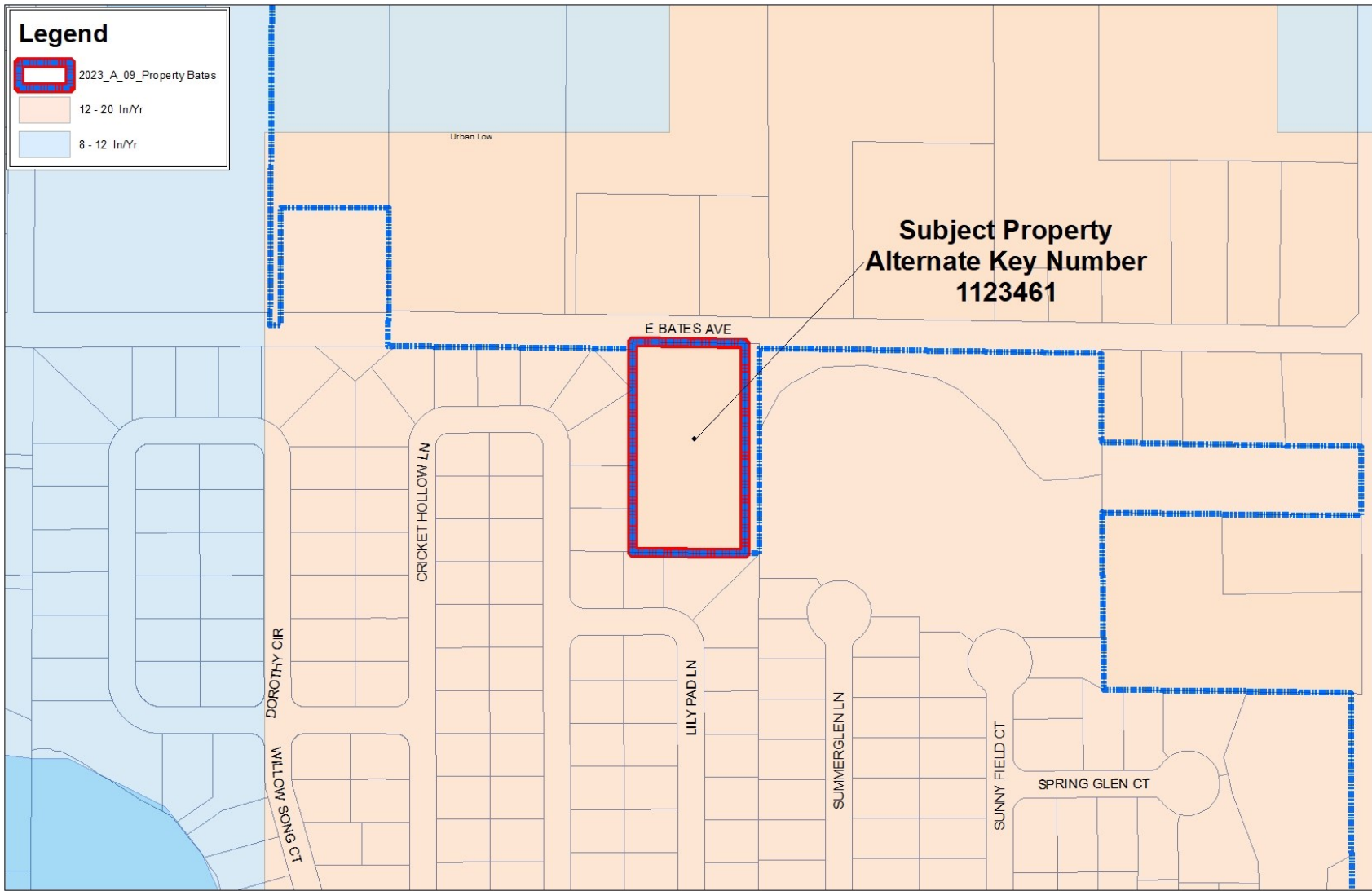


Habitat for Humanity Lake and Sumter Counties Utilities



Legend


-  2023_A_09_Property Bases
-  12 - 20 In/Yr
-  8 - 12 In/Yr



Habitat for Humanity Lake and Sumter Counties Potential Recharge










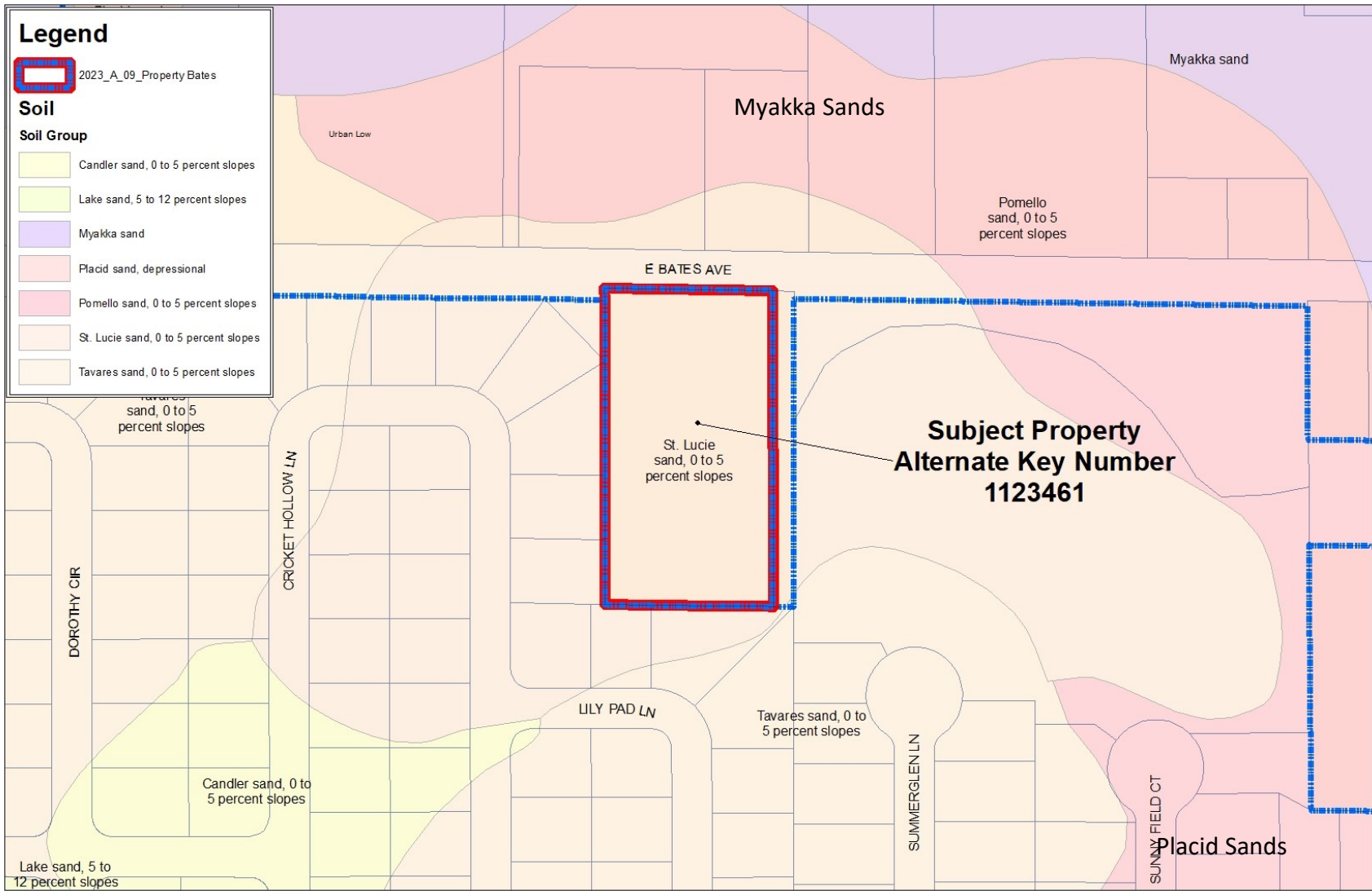
Legend

 2023_A_09_Property Bases

Soil

Soil Group

-  Candler sand, 0 to 5 percent slopes
-  Lake sand, 5 to 12 percent slopes
-  Myakka sand
-  Placid sand, depressional
-  Pomello sand, 0 to 5 percent slopes
-  St. Lucie sand, 0 to 5 percent slopes
-  Tavares sand, 0 to 5 percent slopes



Habitat for Humanity Lake and Sumter Counties USGS Soils Survey Map



ORDINANCE NUMBER 24-03

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 1.88 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1123461, ON THE SOUTH SIDE OF EAST BATES AVENUE AT 2596 EAST BATES AVENUE. FROM URBAN LOW IN LAKE COUNTY TO SUBURBAN RESIDENIAL 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 1.88 acres of real property at Lake County Property Appraiser's Alternate Key Number 1123461, on the south side of East Bates Avenue at 2596 East Bates Avenue., and more particularly described herein; and

WHEREAS, on February 15, 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 February 15, 2024, the City Commission held the 1st Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation; and

WHEREAS, on March 7, 2024, the City Commission held the 2nd Public Hearing to consider the adoption of a Small-Scale Future Land Use Amendment for this change in designation;

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

SECTION 1.

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

Alternate Key Number: 1123461

Parcel Number: 07-19-27-0002-000-03001

Legal Description: W 208.71 FT OF E 254.15 FT OF N 417.44 FT OF W 1/2 OF GOV LOT 1--LESS N 25 FT FOR RD RW-- ORB 6016 PG 152

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

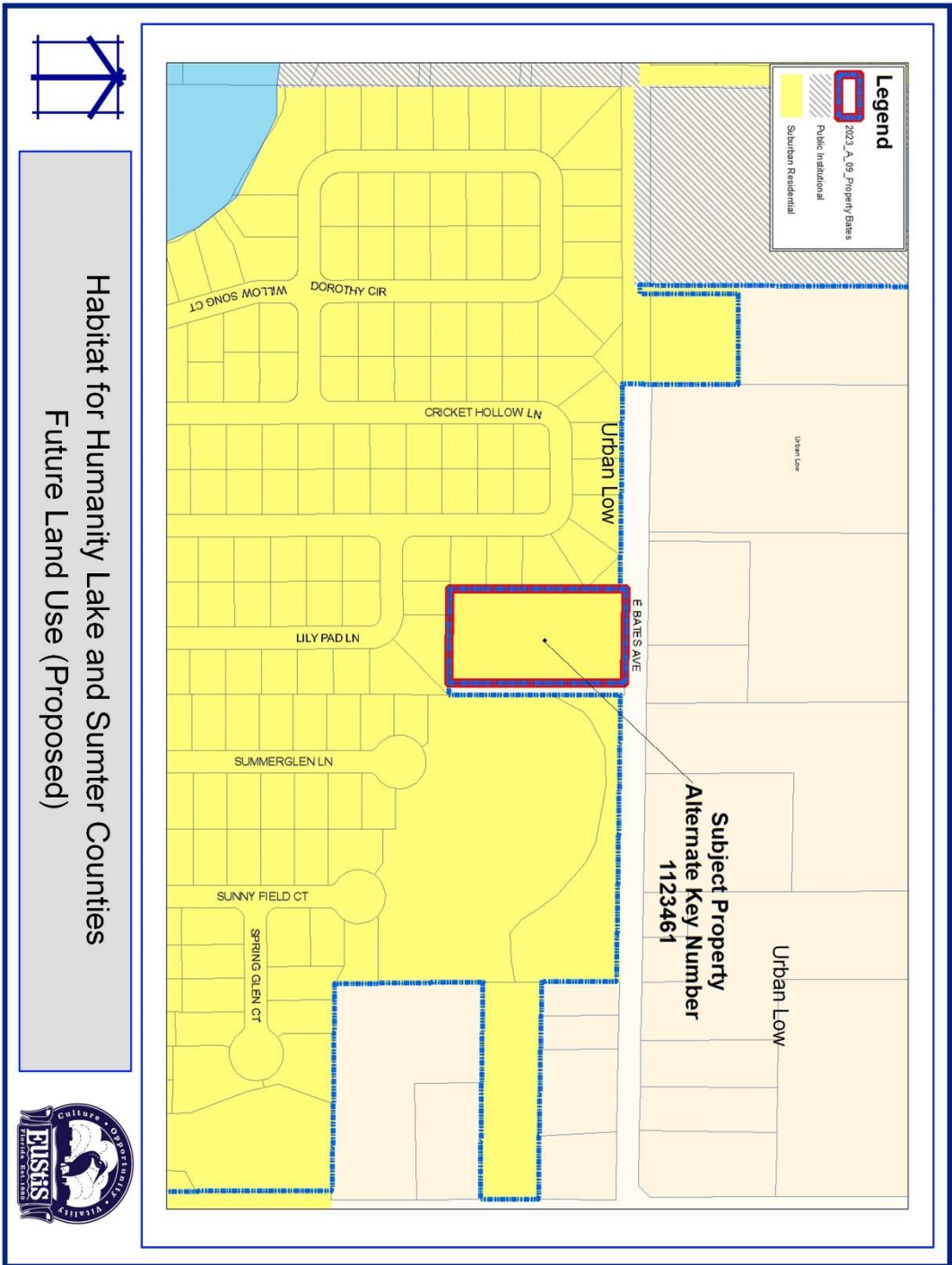
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 24-03 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



ORDINANCE NUMBER 24-04

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 1.88 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBER 1123461, ON THE SOUTH SIDE OF EAST BATES AVENUE AT 2596 EAST BATES AVENUE.

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Suburban Neighborhood to approximately 1.88 acres of recently annexed real property further described below, and

WHEREAS, on February 15, 2024, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on March 7, 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 Neighborhood:

Alternate Key Number: 1123461
Parcel Number: 07-19-27-0002-000-03001
Legal Description: W 208.71 FT OF E 254.15 FT OF N 417.44 FT OF W 1/2 OF GOV LOT 1--LESS N 25 FT FOR RD RW-- ORB 6016 PG 152

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 24-04.

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

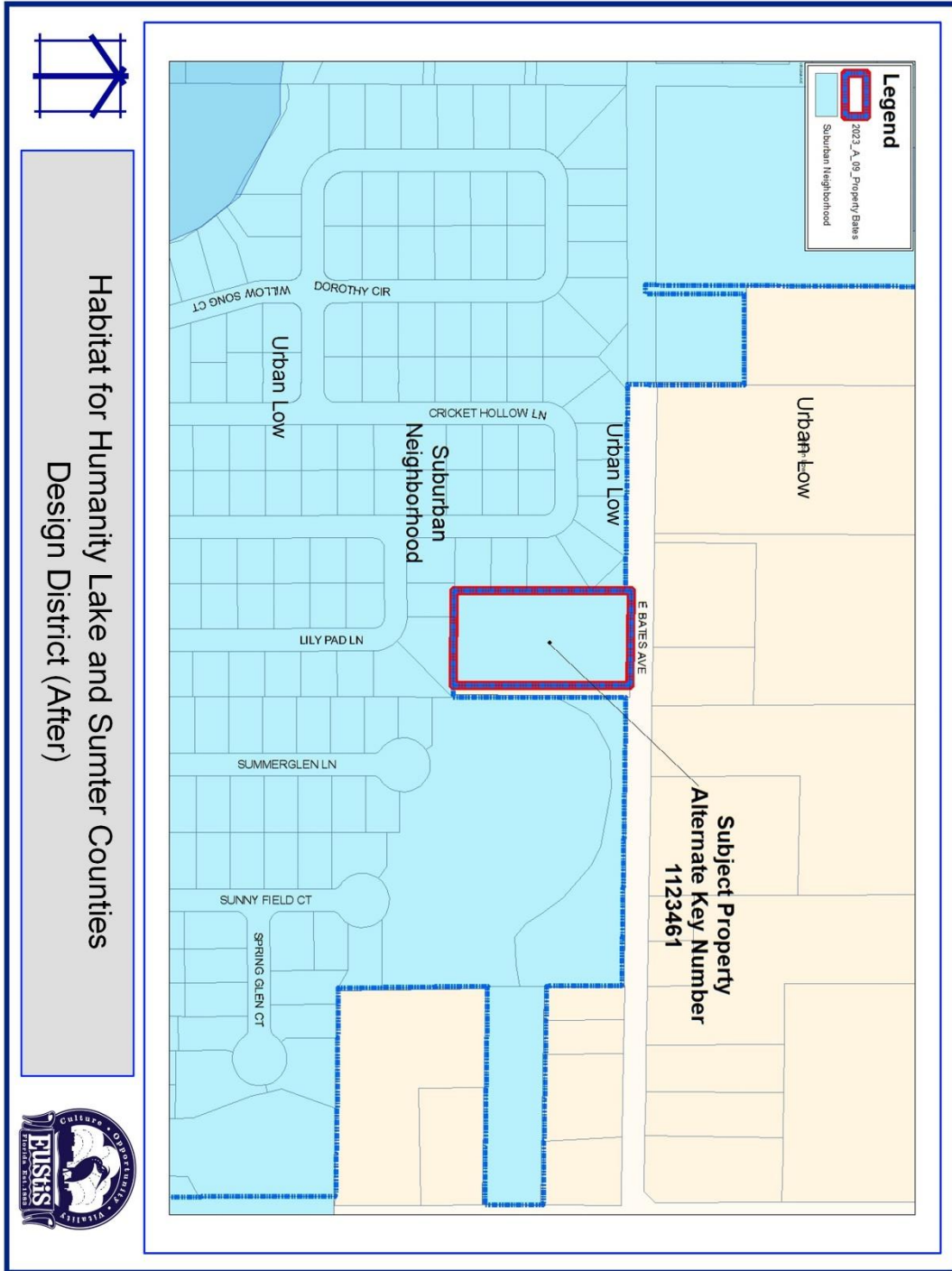
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 24-04 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



Habitat for Humanity Lake and Sumter Counties
Design District (After)





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 15, 2024

RE: **FIRST READING**

ORDINANCE NUMBERS 24-08, 24-09, AND 24-10: EXPLANATION OF ORDINANCES FOR ANNEXATION OF PARCELS WITH ALTERNATE KEYS 1784069, 2814128 AND 2814144

Ordinance Number 24-08 – Voluntary Annexation

Ordinance Number 24-09 – Comprehensive Plan Amendment

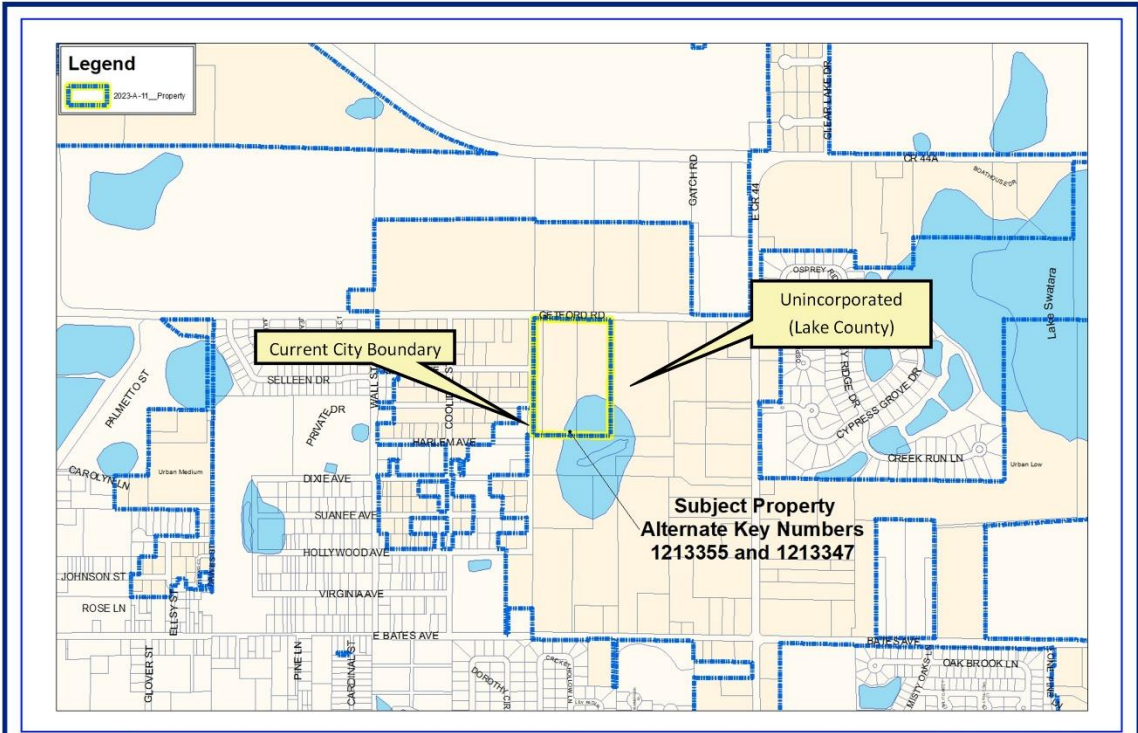
Ordinance Number 24-10 – Design District Assignment

Introduction:

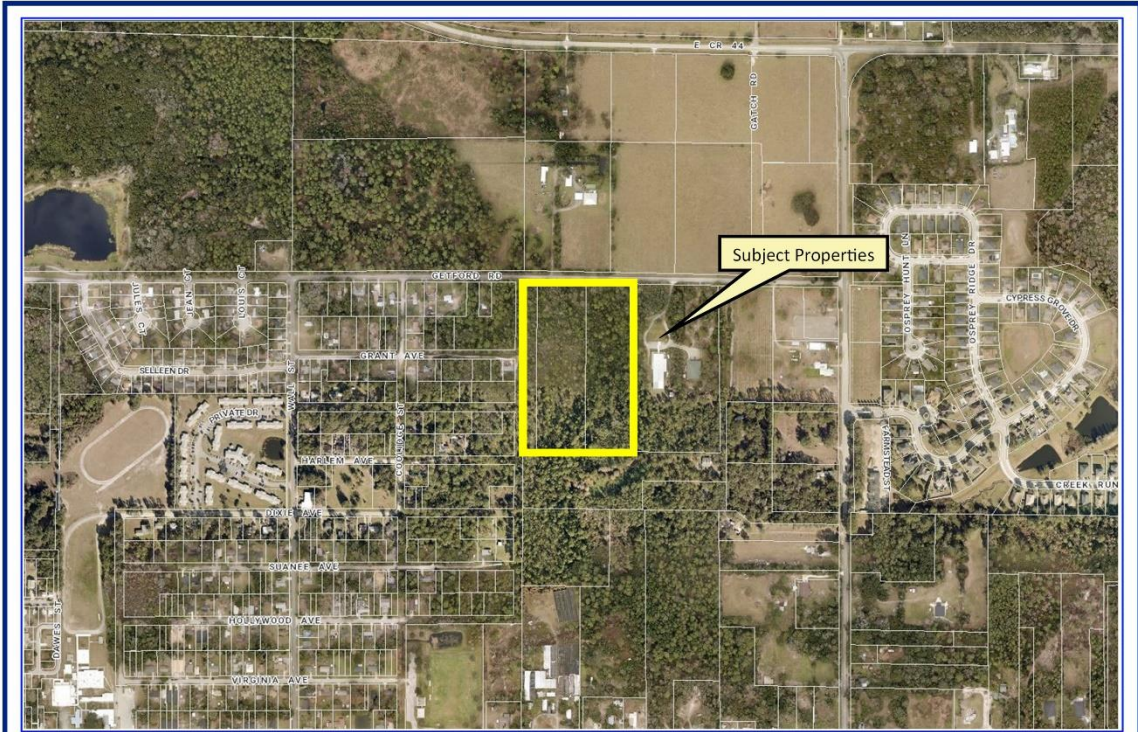
Ordinance Number 24-08 provides for the voluntary annexation of approximately 13.72 acres of land located on the south side of Gelford Road, east of Coolidge Street and west of Gatch Road (Alternate Key Numbers 1784069, 2814128 and 2814144). Provided the annexation of the subject property is approved, via Ordinance Number 24-08, Ordinance Number 24-09 would change the future land use designation from Urban Low in Lake County to Suburban Residential (SR) in the City of Eustis, and Ordinance Number 24-10 would assign the subject property a design district designation of Suburban Neighborhood. If Ordinance Number 24-08 is denied, then there can be no consideration of Ordinance Numbers 24-09 and 24-10.

Background:

1. The site contains approximately 13.72 acres and is located within the Eustis Joint Planning Area.
2. The proposed annexation properties are within an enclave area of the City and are contiguous to the City boundaries at several points represented on the Location map, herein.
3. The site has a Lake County land use designation of Urban Low, but approval of Ordinance Number 24-09 would change the land use designation to Suburban Residential (SR) in the City of Eustis.



Lake RC, Thomas Zahn
Location



Lake RC, Thomas Zahn
Aerial Location



Surrounding properties have the following land use designations:

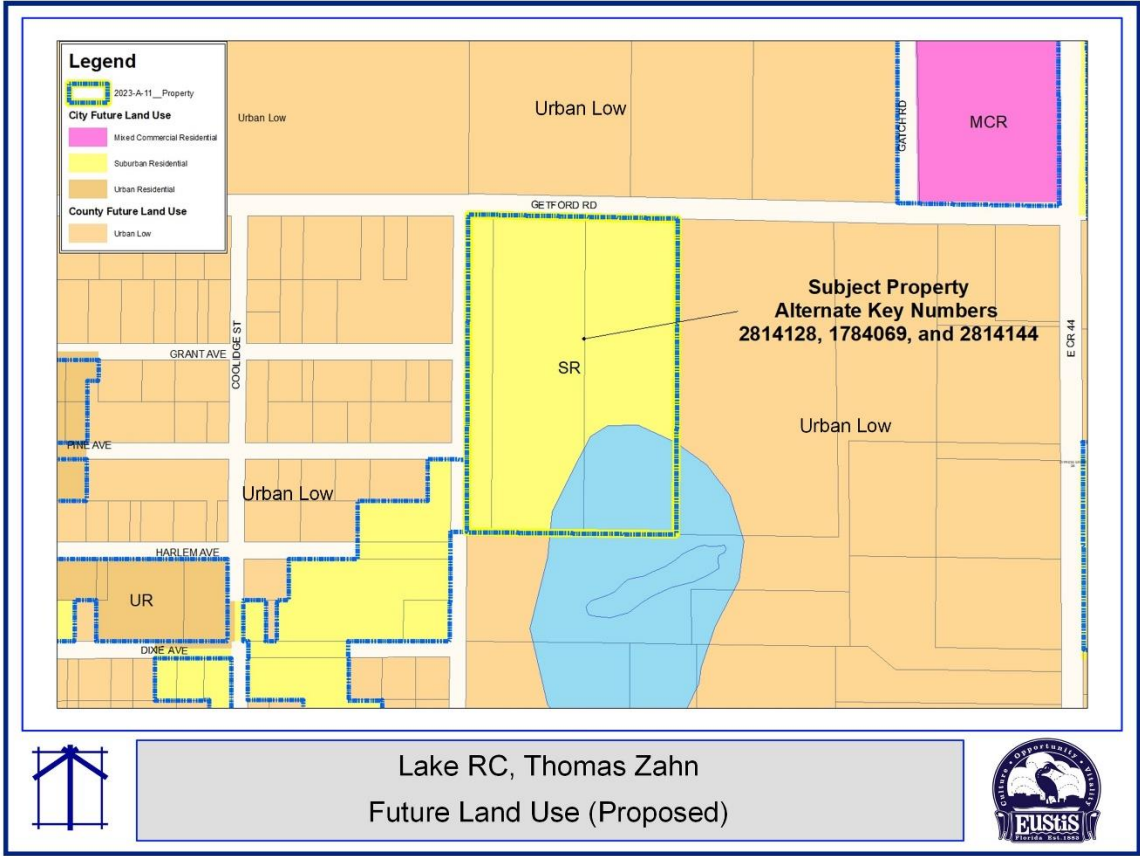
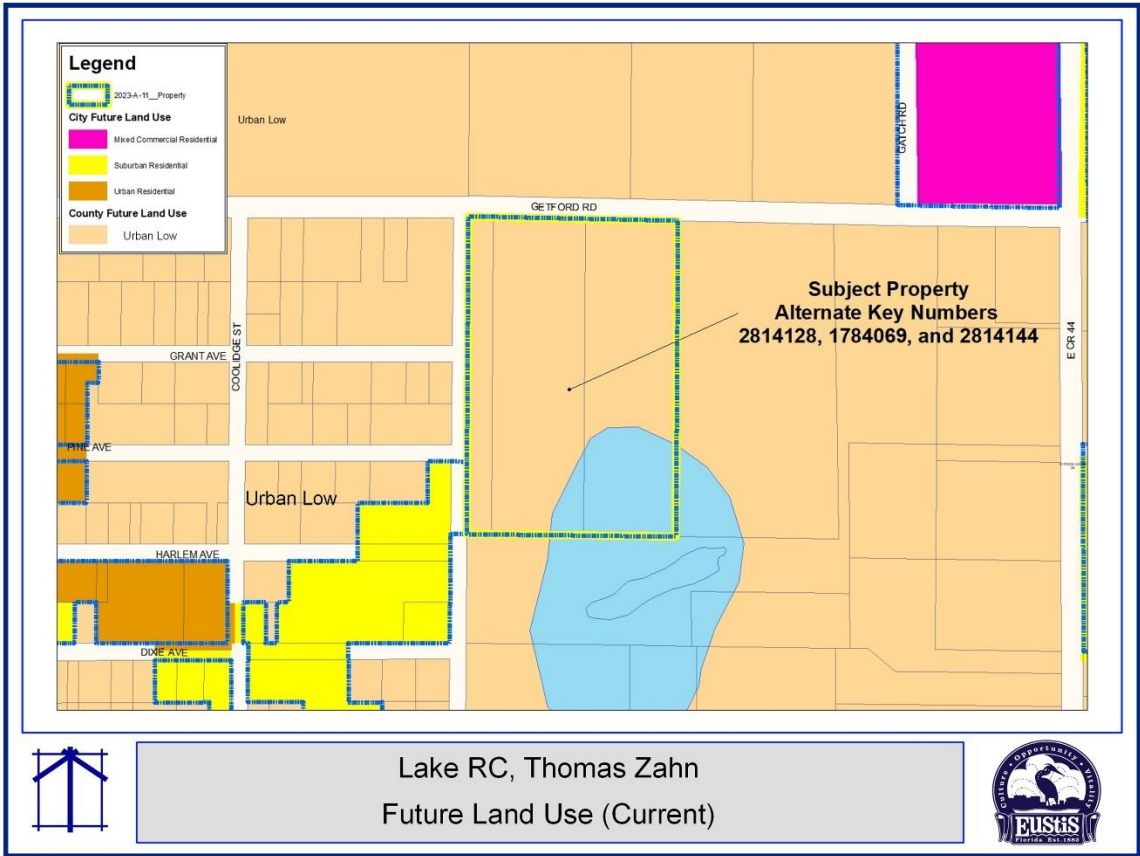
Location	Existing Use	Future Land Use	Design District
Site	Vacant	Urban Low (Lake County)	N/A
North	Single-Family/ Vacant	Urban Low (Lake County)	N/A
South	Single-Family / Vacant	Urban Low (Lake County)	N/A
East	Cat Protection Society	Lake County (Urban Low)	N/A
West	Single-Family	Suburban Residential & Lake County (Urban Low)	Suburban Neighborhood & N/A

Applicant's Request

The applicant and property owners, Thomas Zahn, Lake RC, Inc. wish to annex the referenced property, change the future land use to Suburban Residential (SR), and assign a design district of Suburban Neighborhood.

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 Suburban Residential future land use designation with the annexation. The SR future land use provides for residential uses up to five (5) dwelling units per acre.



Analysis of Annexation Request (**Ordinance Number 24-08**)

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

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

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

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

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

The 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; the property is part of a “partial” enclave, it is contiguous to the City limits on a portion of the the western boundary, and the owner petitioned for annexation.

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

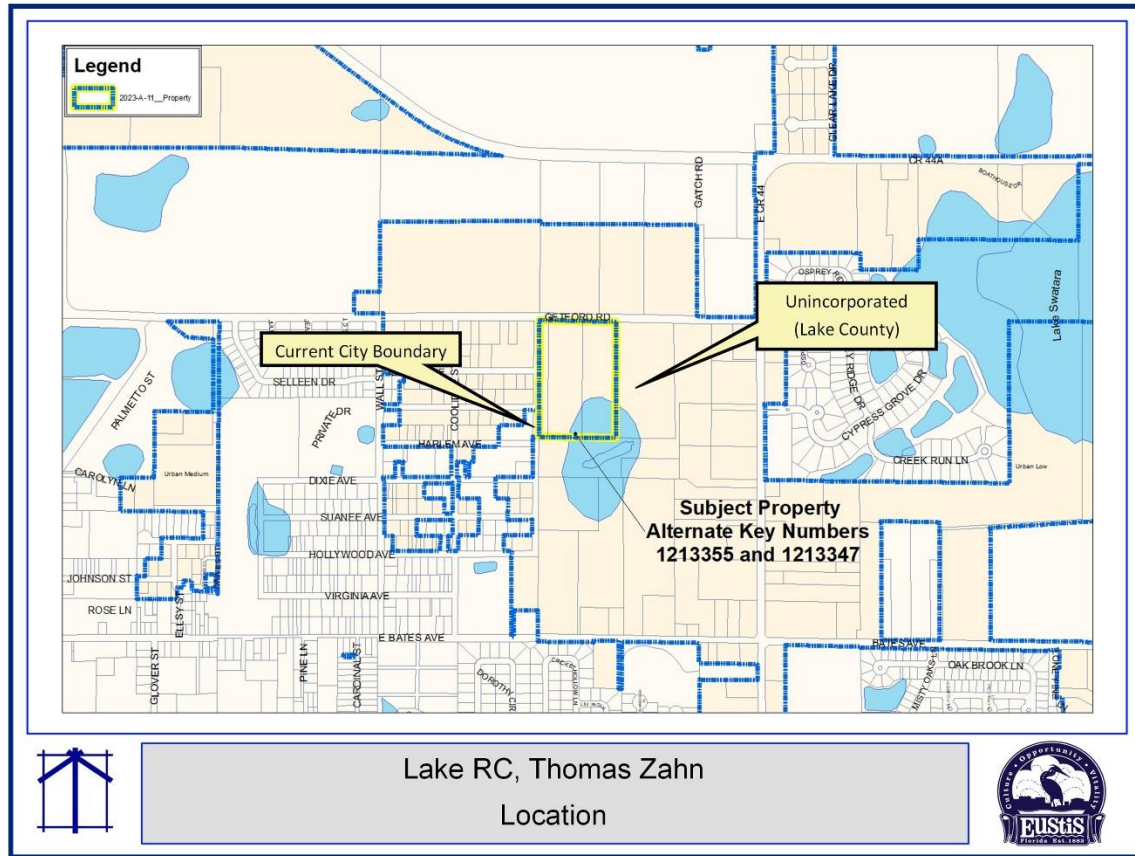
“...Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town...”

The department published notice of this annexation in the Daily Commercial following the established requirements on February 6, 2024, and again on February 12, 2024.

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

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

Annexation of the subject property does not create an enclave as defined by the Florida Statutes. The subject properties are included in a portion of the city that can be considered a “partial” or open enclave.



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

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

The department provided notice to the Lake County Board of County Commissioners on January 26, 2023, via email and by Certified Mail on January 26, 2023, received and signed for by Lake County on January 29, 2024

Analysis of Comprehensive Plan/Future Land Use Request (**Ordinance Number 24-09**)

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

1. Low Intensity Development:

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

This indicator does not apply. The requested future land use will provide for a higher density (5 du/acre) and the SR designation allows the infill of development types similar to the existing patterns at similar densities.

2. Urban Development in Rural Areas:

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

This indicator does not apply. The subject properties are located in an enclave area and will require city services to develop.

3. Strip or Isolated Development:

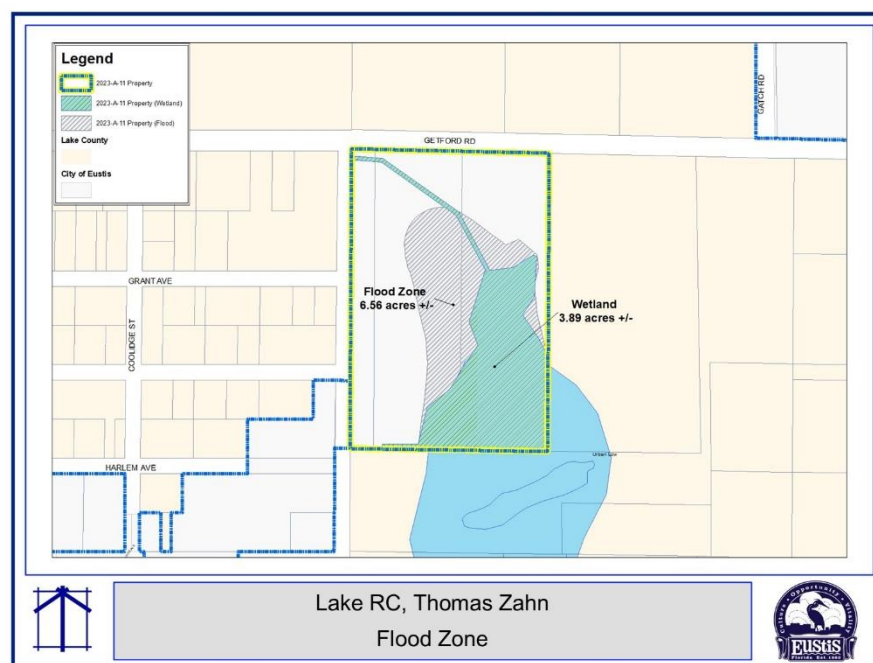
Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.

This indicator does not apply. The subject properties are located in an enclave area and will require city services to develop.

4. Natural Resources Protection:

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

The subject property is subject to flood zone A (6.5 acres +/-). Approximately 2.8 acres +/- of flood zone "A" is outside of the wetland. The property does contain wetland areas (3.8 acres +/-). The upland, non-flood area of the property is approximately 7.2 acres +/-. ***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.

5. Agricultural Area Protection:

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

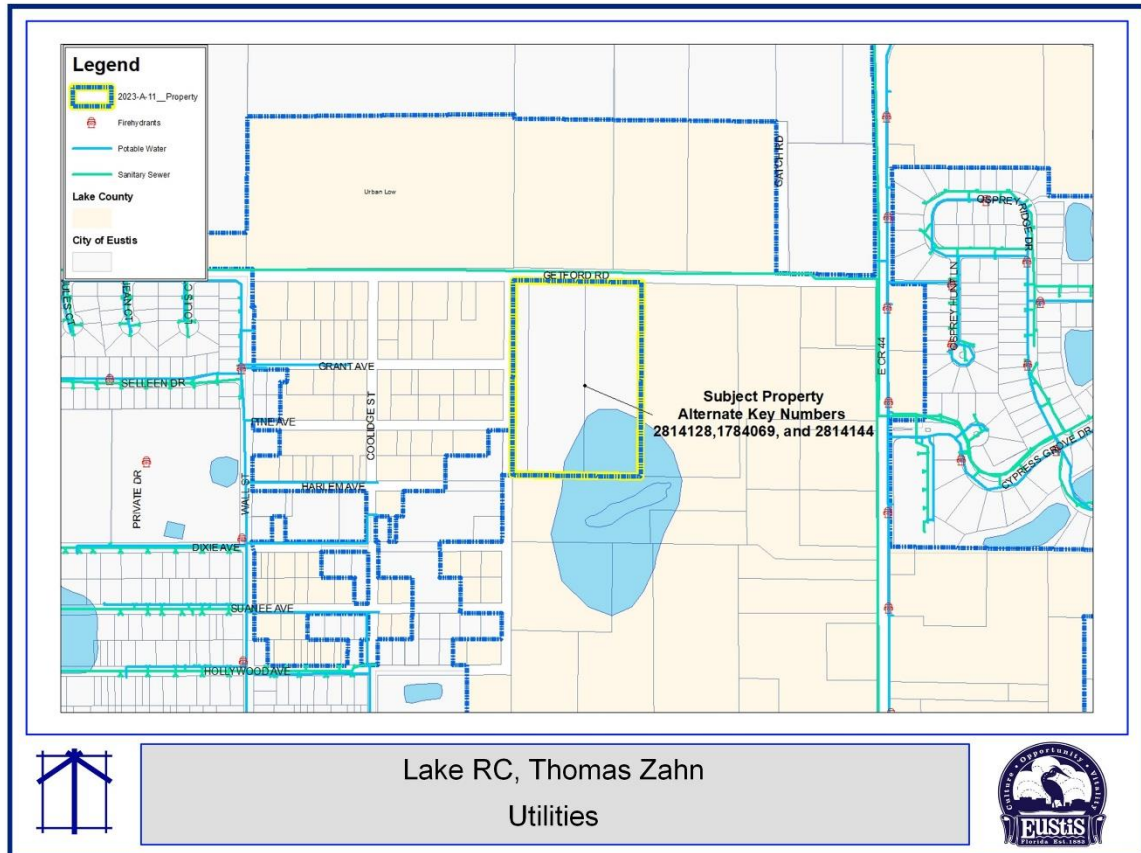
This indicator does not apply. This site and adjacent areas do not support active agricultural or silvicultural activities. The site is within an existing developed and further developing area.

6. 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. City Sewer is available with adequate capacity to serve the property and will be addressed via the site development process.

The Coolidge Street/Rosenwald Garden area is the target for a city-planned improvement project that includes extensive water and sewer system improvements. This work includes not only line improvements and extensions but also overall improvements to the water distribution and sewer collection systems. Improvements will also include streets, stormwater systems, and sidewalks.



7. Cost Effectiveness and Efficiency of Public Facilities:

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

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

8. 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.

9. 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.

10. Functional Mix of Uses:

Fails to encourage a functional mix of uses.

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

11. Accessibility among Uses:

Results in poor accessibility among linked or related land uses.

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

12. Open Space:

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

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

13. Urban Sprawl:

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

a. Direction of Growth:

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

The site is adjacent to existing suburban development patterns and is a logical 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.

b. Efficient and Cost-Effective Services:

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

Water and Sewer service is available. The development of the property will further encourage the efficient provision of services.

The Coolidge Street/Rosenwald Garden area is the target for a city-planned improvement project that includes extensive water and sewer system improvements. This work includes not only line improvements and extensions but also overall improvements to the water distribution and sewer collection systems. Improvements will also include streets, stormwater systems, and sidewalks.

c. Walkable and Connected Communities:

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

At 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.

The Coolidge Street/Rosenwald Garden area is the target for a city-planned improvement project that includes street improvements and sidewalks.

d. 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.

e. 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 or silvicultural activities. The site is within an existing developed residential area.

f. 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 or contribute to functional open space or natural areas on a regional basis. Open space and park areas are required to be provided as part of the development of the property.

g. Balance of Land Uses:

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

The proposed land use is consistent with the surrounding area the site is not positioned to front primary or secondary corridors that would encourage commercial development.

h. Urban Form Densities and Intensities:

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

Not applicable.

In Accordance with Comprehensive Plan Future Land Use Element Appendix:

All applications for a Plan amendment relating to the development patterns described and supported within the Plan including, but not limited to, site specific applications for changes in land use designations, are presumed to involve a legislative function of local government which, if approved, would be by legislative act of the City and shall, therefore, be evaluated based upon the numerous generally acceptable planning, timing, compatibility, and public facility considerations detailed or inferred in the policies of the

Plan. Each application for an amendment to the Map #1: 2035 Future Land Use Map changing the land use designation assigned to a parcel of property shall also be reviewed to determine and assess any significant impacts to the policy structure on the Comprehensive Plan of the proposed amendment including, but not limited to, the effect of the land use change on either the internal consistency or fiscal structure of the Plan.

Major Categories of Plan Policies:

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

1. General Public Facilities/Services:

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

a. Emergency Services Analysis:

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

b. 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.

c. 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.

The Coolidge Street/Rosenwald Garden area is the target for a city-planned improvement project that includes extensive water and sewer system improvements. This work includes not only line improvements and extensions but also overall improvements to the water distribution and sewer collection systems.

d. 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.

e. 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.

f. 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. The Coolidge Street/Rosenwald Garden area is the target for a City planned improvement project that includes improvements and additions to address stormwater management for the vicinity.

g. Transportation Network Analysis:

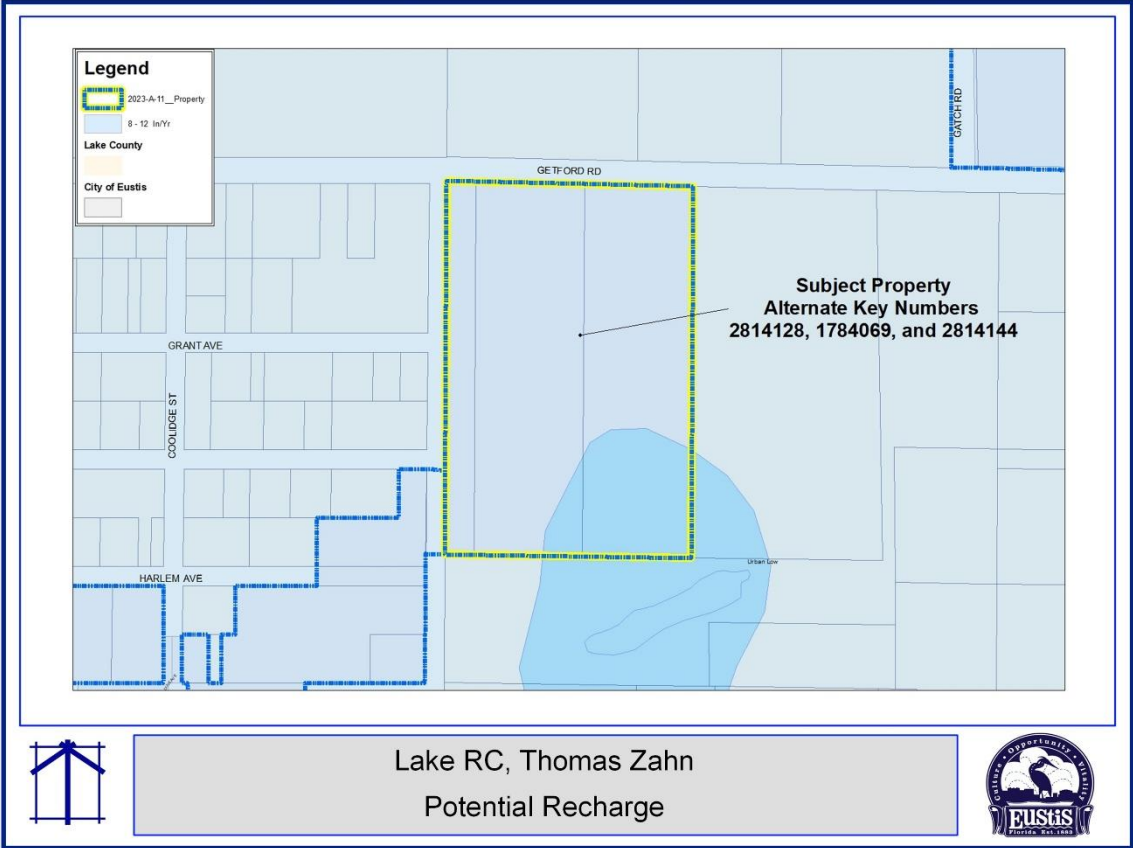
This potential annexation and the subsequent development of the property will not add additional impacts as the parcels being annexed include existing platted lots.

2. Natural Resources/Natural Features:

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

a. Groundwater recharge areas:

The site may be within a recharge area (8-12 inches per year), and a site-specific geotechnical and hydrologic study will be needed to determine the site-specific



b. Historical or archaeological sites:

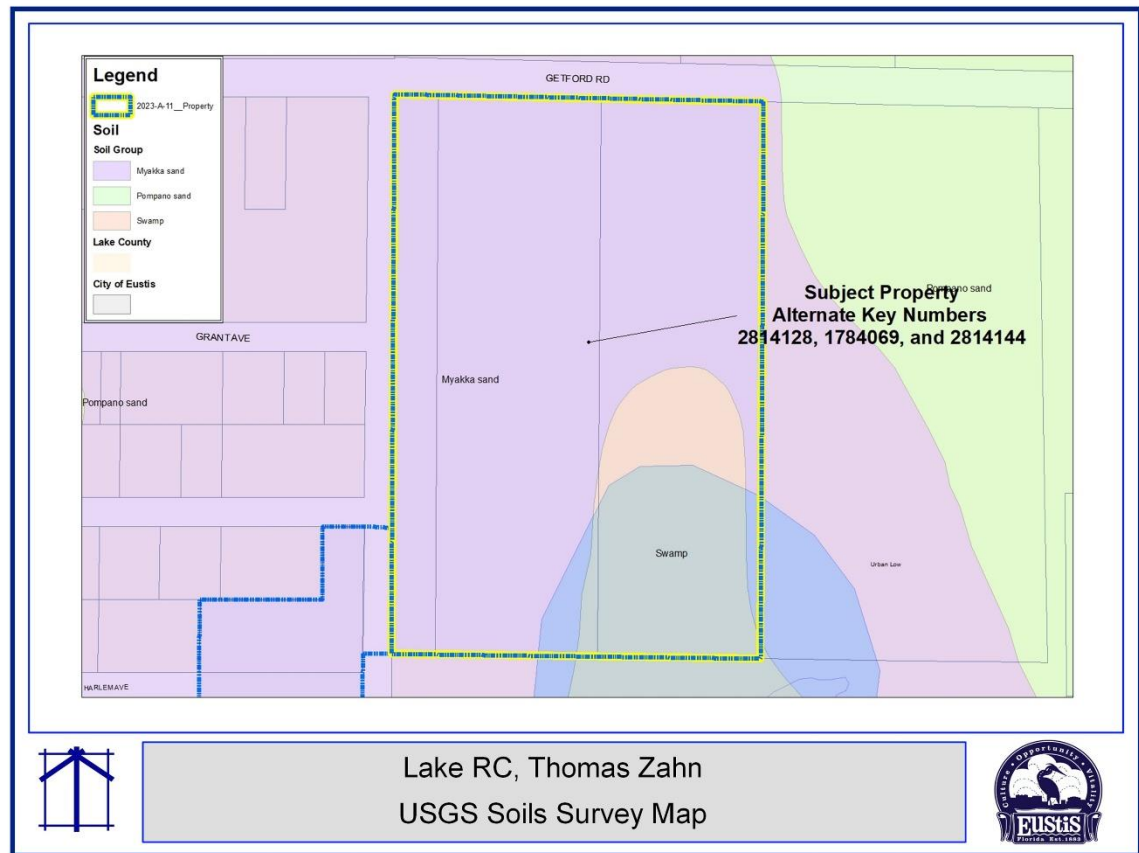
The City does not have any record of Florida Master Site Files related to this property and no known historical or cultural resources exist.

c. Flood zones:

The subject property is subject to flood zone A (6.5 acres +/-). Approximately 2.8 acres +/- of flood zone "A" is outside of the wetland. The property does contain wetland areas (3.8 acres +/-). The upland, non-flood area of the property is approximately 7.2 acres +/-. 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.

d. Soil and topography:

The site soils are primarily Myakka sands and Swamp. These sands are all typically moderately to very poorly drained soils.



3. Comprehensive Plan Review:

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

Existing Land Use According to the Lake County Comprehensive Plan:

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

lands may be developed up to a maximum density of 5 dwelling units per net buildable acre.

Comparison of Lake County Development Conditions

The land use designations of residential properties within the City of Eustis in the surrounding area are generally Suburban Residential (SR) with a maximum density of 5 dwelling units per acre (du/ac).

The surrounding properties, immediately adjacent to the north and east, are unincorporated areas 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 the proposed use of the land will continue to be residential.

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.

1. 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 is already residential in nature and was previously platted the increase in traffic should be negligible.

2. 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:

a. *Consistent with Comprehensive Plan:*

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

The proposed amendment is consistent with the Comprehensive Plan.

b. *In Conflict with Land Development Regulations:*

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

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

c. *Inconsistent with Surrounding Uses:*

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

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

d. *Changed Conditions:*

Whether there have been changed conditions that justify an amendment.

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

e. *Demand on Public Facilities:*

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

City water and sewer services are available and, close to the site. Adequate capacity is available to serve future development consistent with the requested Suburban Residential future land use designation.

The Coolidge Street/Rosenwald Garden area is the target for a city-planned improvement project that includes extensive water and sewer system improvements. This work includes not only line improvements and extensions but also overall improvements to the water distribution and sewer collection systems. Improvements will also include streets, stormwater systems, and sidewalks.

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

f. *Impact on Environment:*

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

The annexation and assignment of Future Land Use and Design District to the property does not in and of itself constitute a negative impact. The subject property is subject to flood zone A (6.5 acres +/-). Approximately 2.8 acres +/- of flood zone "A" is outside of the wetland. The property do

contain wetland areas (3.8 acres +/-). The upland, non-flood area of the property is approximately 7.2 acres +/-. The future development of the property may include design challenges, however 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.

g. Orderly Development Pattern:

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

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.

h. Public Interest and Intent of Regulations:

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

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

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

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

i. Other Matters:

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

No other matters.

Analysis of Design District Request (Ordinance Number 24-10):

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.

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

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

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

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

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

Design districts – Suburban Neighborhood

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

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

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

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

c. *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 City of Eustis design district designation must be assigned to annexed property; the proposed design district is compatible with the surrounding design districts.

d. *Consistent with Comprehensive Plan:*

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

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

e. *Consistent with Surrounding Uses:*

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

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

f. ***Changed Conditions:***

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

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

g. ***Public Facilities.***

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

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.

h. *Impact on 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.

i. *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.

j. *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.

k. *Public Interest and Intent of Regulations:*

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

The 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.

l. *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 Neighborhood design district designation to an annexation parcel, which is consistent with the existing transect.

Applicable Policies and Codes

1. Resolution Number 87-34

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

2. Florida Statutes Chapter 171.044: Voluntary Annexation:

- a. “The owner or owners of real property in an unincorporated area of a county is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.”
 - b. “Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves.”
3. Comprehensive Plan – Suburban Residential (SR)
This designation is provided to accommodate the majority of residential development within the City.

General Range of Uses: This designation is intended to provide for a mix of single-family detached, patio home, and townhouse dwellings in a suburban atmosphere and may also include ACLF, parks and recreation facilities, and schools. Apartments may be permitted through the PUD process. Public and utility services and facilities that are 2 acres or less in size are also permitted.

Maximum Density/Intensity: Suburban Residential lands may be developed up to a maximum density of 5 dwelling units per net buildable acre. The maximum density may be exceeded through an affordable housing density bonus as provided in the Special Provisions below.

Special Provisions:

- (1) Density bonuses are permitted for the provision of affordable housing, including opportunities for a bonus increase between 5-15 percent in density in the Suburban Residential (SR) classification where at least 20 percent of the dwelling units are affordable to families having incomes less than 80 percent of the Orlando Metropolitan Statistical Area median, or where at least 50 percent of the dwelling units are affordable to families having incomes less than 120 percent of the Orlando Metropolitan Statistical Area median. Affordability is based on a housing cost-to-family income factor of 30 percent. A density bonus may also be allowed for energy conservation or green certification as provided for in the LDRs. The combined density bonus for affordable housing and energy conservation/green certification is limited to a total increase of 15%.
 - (2) Permit the placement of residential units manufactured off site which otherwise meet all applicable federal and state regulations and standards, provided that:
 - a. all such housing is attached to foundations as in the case of conventional site-built construction; and
 - b. all such housing otherwise meets applicable lot, yard, and related residential classification as set forth in the Land Development Regulations.
 - (3) Developments within the Wekiva Protection Overlay that include longleaf pine, sand hill, sand pine, and xeric oak communities shall protect these areas as dedicated open space or conservation easements, with total open space equal to at least 35% of the net buildable area.
4. Land Development Regulations Section 109-5.5(b)(1): The Suburban Neighborhood Design District has predominately residential uses with some neighborhood-scale commercial services with interconnected trails, bikeways and walkways with a street framework comprised of a range of blocks permitted throughout the neighborhoods.

5. Land Development Regulations Section 109-3 (Table 1) and Section 109-4 Suburban Residential land use has a maximum density of 5 units to one acre. The Suburban Residential designation is intended to regulate the character and scale of allowed uses so as to minimize their impacts on adjacent roadways and promote their compatibility with adjacent or nearby land uses.

Sec. 121-3. Wetlands protection standards.

Application for a wetlands alteration permit when required by the city may be required to meet the following wetlands protection standards and regulatory agency criteria:

- (1) There shall be no net loss of wetland function, and wetlands shall be protected or used in a manner that does not adversely affect their beneficial functions.
- (2) Wetlands shall be protected from sedimentation during development activities. Specific criteria for such protection are provided in section 121-19 of this chapter.
- (3) Impacts to the city's wetlands resulting from a proposed development shall be considered unavoidable only when all involved state and federal regulatory agencies concur that such impacts are unavoidable. Mitigation then shall be required for such impacts to an extent determined by state or federal agency mitigation requirements. When mitigation requirements differ among agencies, the city shall employ that mitigation plan producing the greater acreage of natural habitat, whether through preservation or enhancement of existing habitats or creation of new habitats.
- (4) Wetlands shall be buffered through preservation or planting of a suitable width of native upland vegetation, based on the criteria of section 121-4 of this chapter.
- (5) Wetlands, whether endemic or artificially created or otherwise altered, may be placed in a conservation easement and maintained in accordance with F.S. ch. 704.06, and legally described and recorded in the Public Records of Lake County. Dedication of the conservation easement shall be offered successively to the city, which reserves the right of first refusal, St. Johns River Water Management District, or applicable state environmental regulatory agencies, and private, nonprofit ecological preservation societies until one party agrees to assume the easement. Failure to accept the easement of all of these agencies, after proof of offer being submitted, will result in nullification of the easement. Barring any defects inherent in the land such as, but not limited to, clouds on the title, hazards, and contamination.

Regarding the potential impacts on floodplain and wetlands City of Eustis' Comprehensive Plan Policies relating to the disposition of wetland and floodplain areas were reviewed relating to this request. The pertinent policies include those policies under **Objective 2.3 Wetlands, CON 1.1.4, CON 1.1.5, and CON 1.1.6** pertaining to **Floodplains, and FLU 5.1.5 Open Space Priority and Assignment**. **The requests for annexation, the assignment of future land use, and the design district do not directly conflict with these policies.**

Recommended Action:

Development Services recommends approval of Ordinance Numbers 24-08, 24-09, and 24-10. To annex the subject property, and assign the Suburban Residential Land Use and the Suburban Residential Design District.

Policy Implications:

None

Alternatives:

1. Approve Ordinance Numbers 24-08 (Annexation), 24-09 (Comp. Plan Amendment), and 24-10 (Design District Designation).
2. Deny Ordinance Numbers 24-08, 24-09, and 24-10.

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 24-08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, VOLUNTARILY ANNEXING APPROXIMATELY 13.72 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1784069, 2814128 AND 2814144, ON THE SOUTH SIDE OF GETFORD ROAD, EAST OF COOLIDGE STREET AND WEST OF GATCH ROAD.

WHEREAS, The property owner, Lake RC, Inc., Thomas Zahn, applicant, has made an application for voluntary annexation of approximately 13.72 acres of real property located on the south side of Getford Road, east of Coolidge Street and west of Gatch Road., more particularly described as:

Parcel Alternate Keys: 1784069, 2814128 and 2814144

Parcel Identification Numbers: 06-19-27-0003-000-00700, 06-19-27-0003-000-00701 and

06-19-27-0003-000-00702

Legal Description: W 75.0 FT OF N 3/4 OF GOV LOT 6 ORB 5263 PG 122 AND E 278.98 FT OF W 353.98 FT OF N 3/4 OF GOV LOT 6 ORB 5263 PG 122 AND E 278.98 FT OF W 632.96 FT OF N 3/4 OF GOV LOT 6 ORB 5943 PG 2298

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 February 15, 2024, the City Commission held the 1st Public Hearing to consider the voluntary annexation of the property contained herein; and

WHEREAS, on March 7, 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 13.72 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

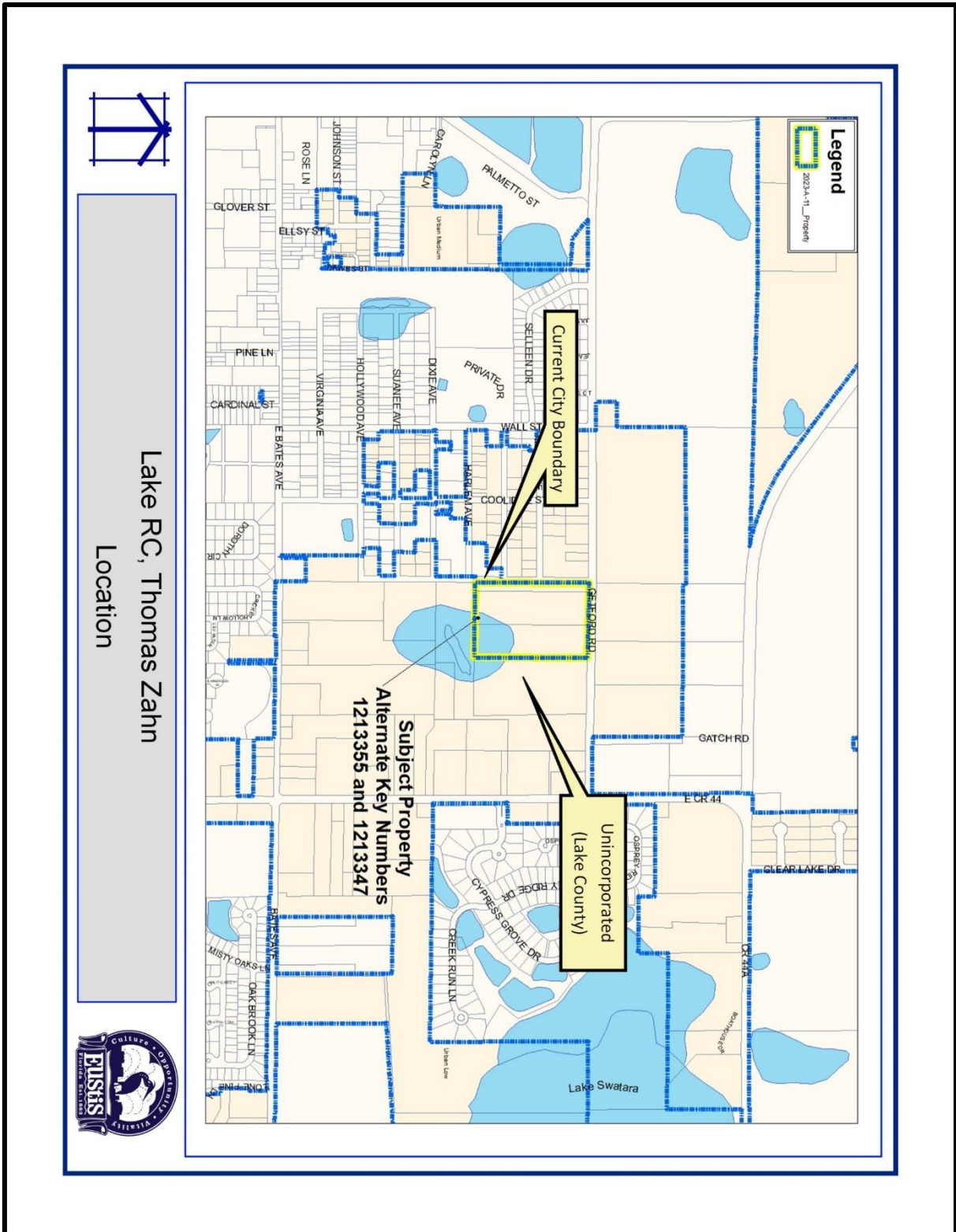
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 24-08 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

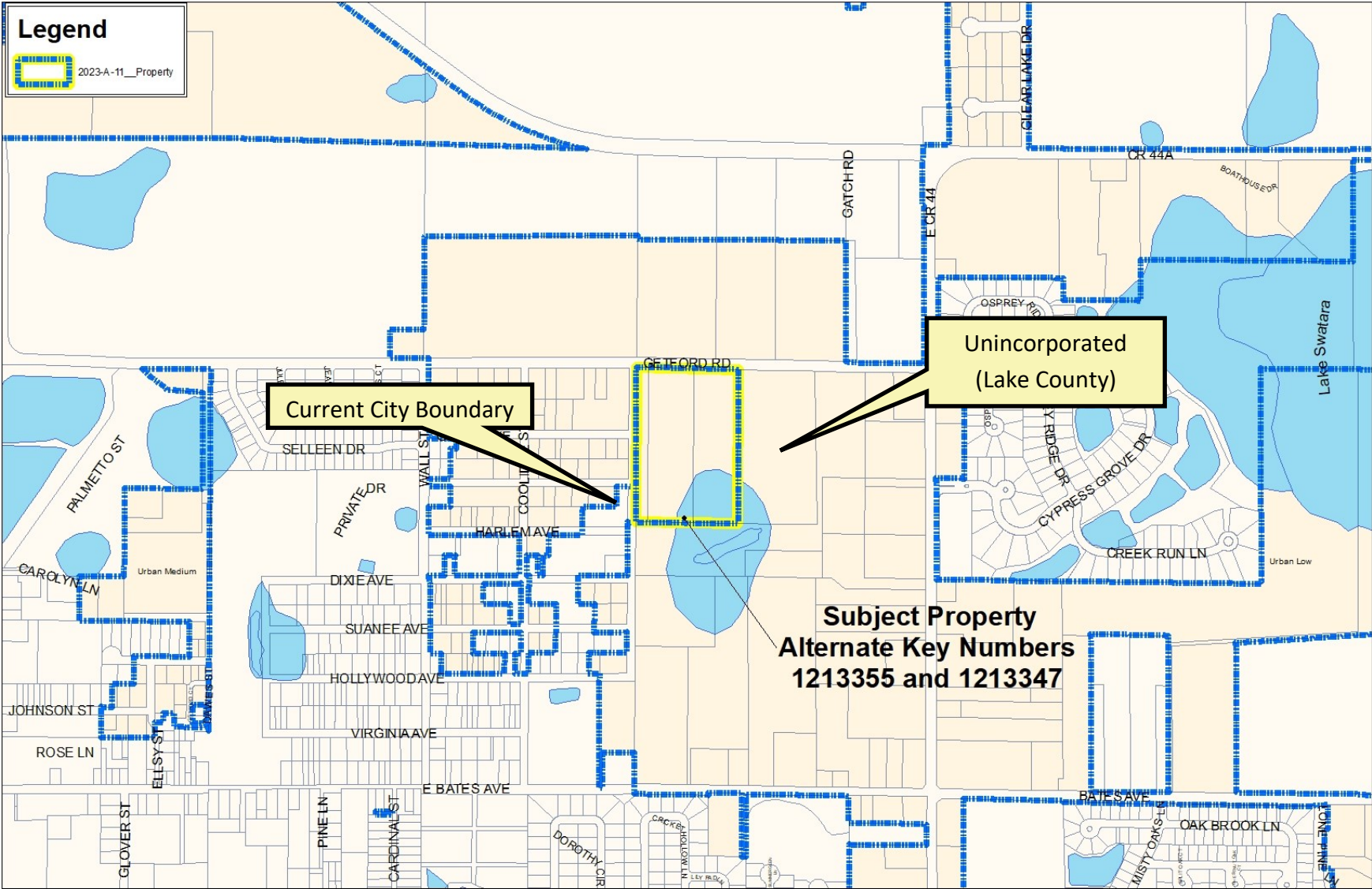


Ordinance Number 24-08
Annexation 2022-A-11
Alternate Key Numbers 1784069, 2814128 and 2814144
Page 4 of 4



Lake RC, Thomas Zahn
Aerial Location



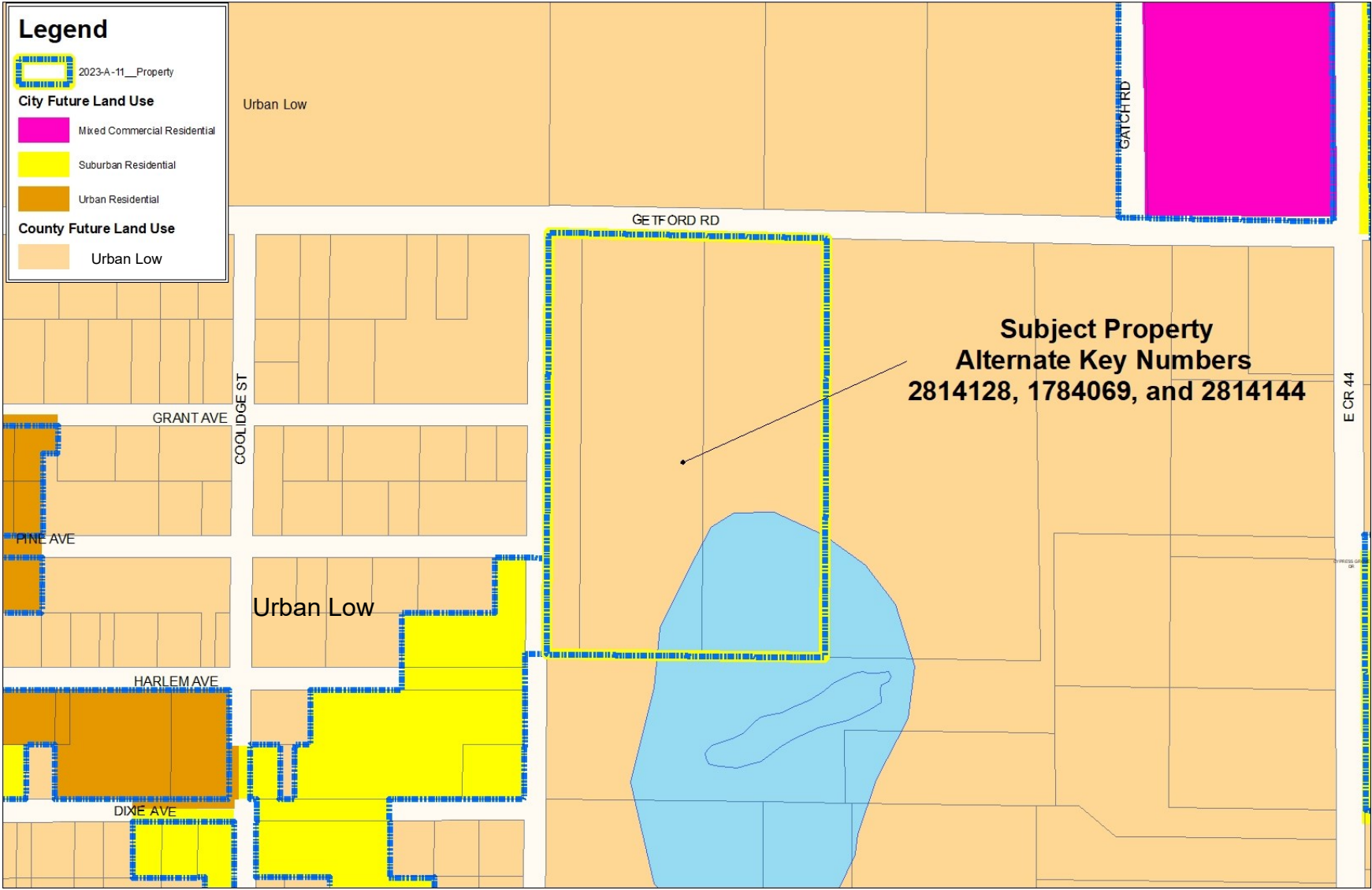


Lake RC, Thomas Zahn
 Location



Legend

-  2023-A-11_Property
- City Future Land Use**
 -  Mixed Commercial Residential
 -  Suburban Residential
 -  Urban Residential
- County Future Land Use**
 -  Urban Low

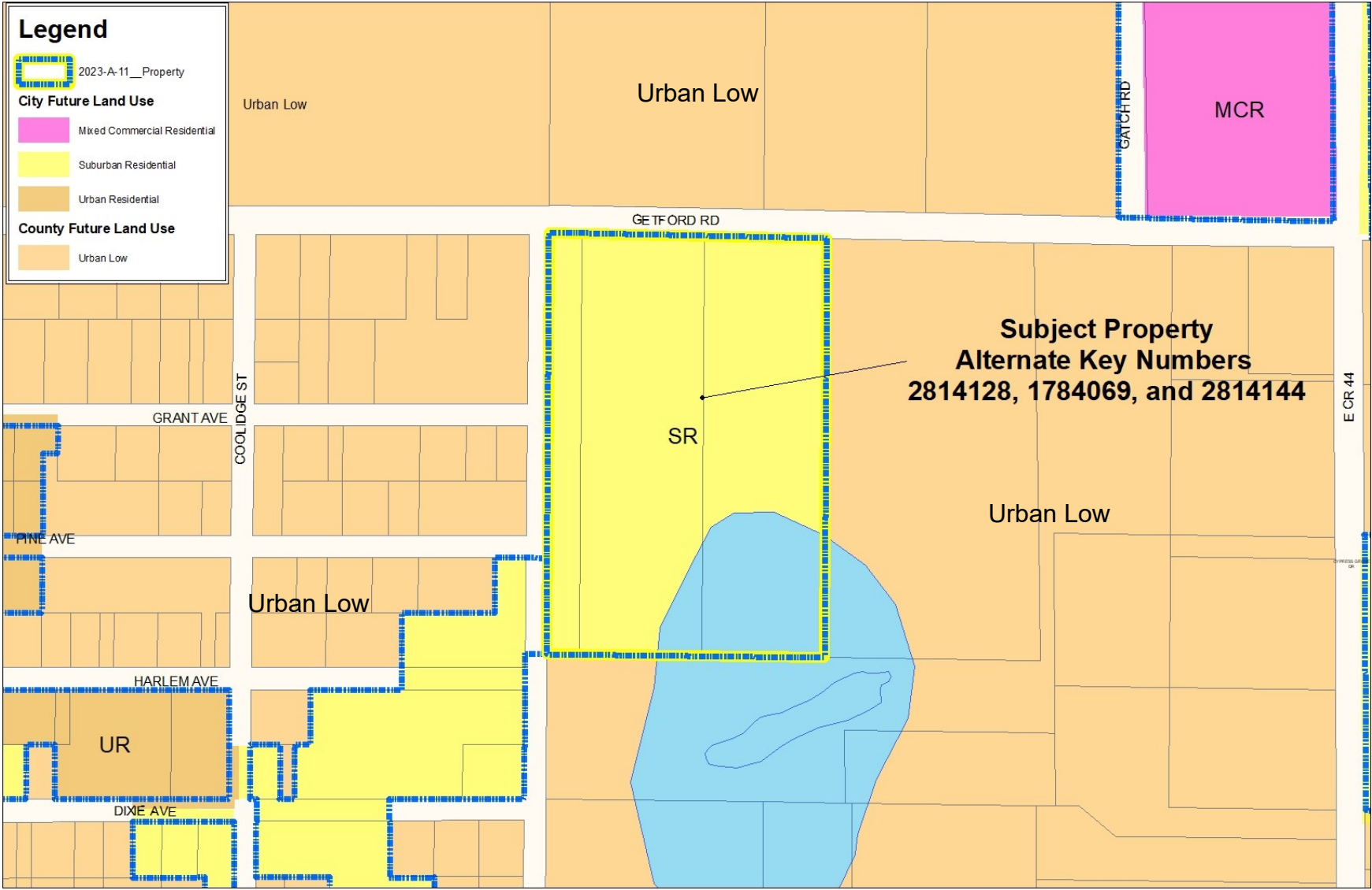


Lake RC, Thomas Zahn
 Future Land Use (Current)



Legend





-  2023-A-11__Property
- City Future Land Use**
 -  Mixed Commercial Residential
 -  Suburban Residential
 -  Urban Residential
- County Future Land Use**
 -  Urban Low

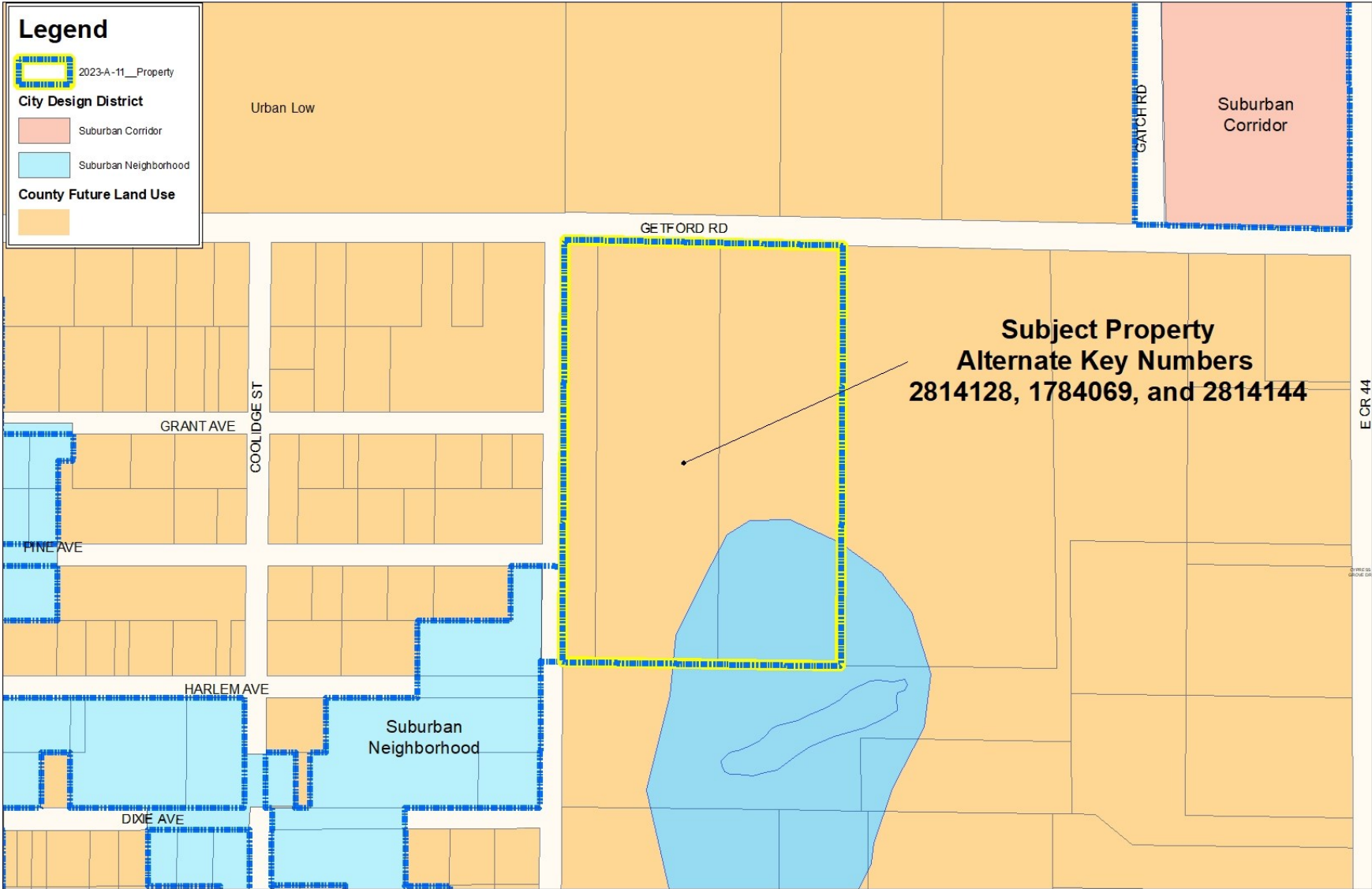


Lake RC, Thomas Zahn
Future Land Use (Proposed)



Legend





-  2023-A-11_Property
- City Design District**
 -  Suburban Corridor
 -  Suburban Neighborhood
- County Future Land Use**
 -  Urban Low

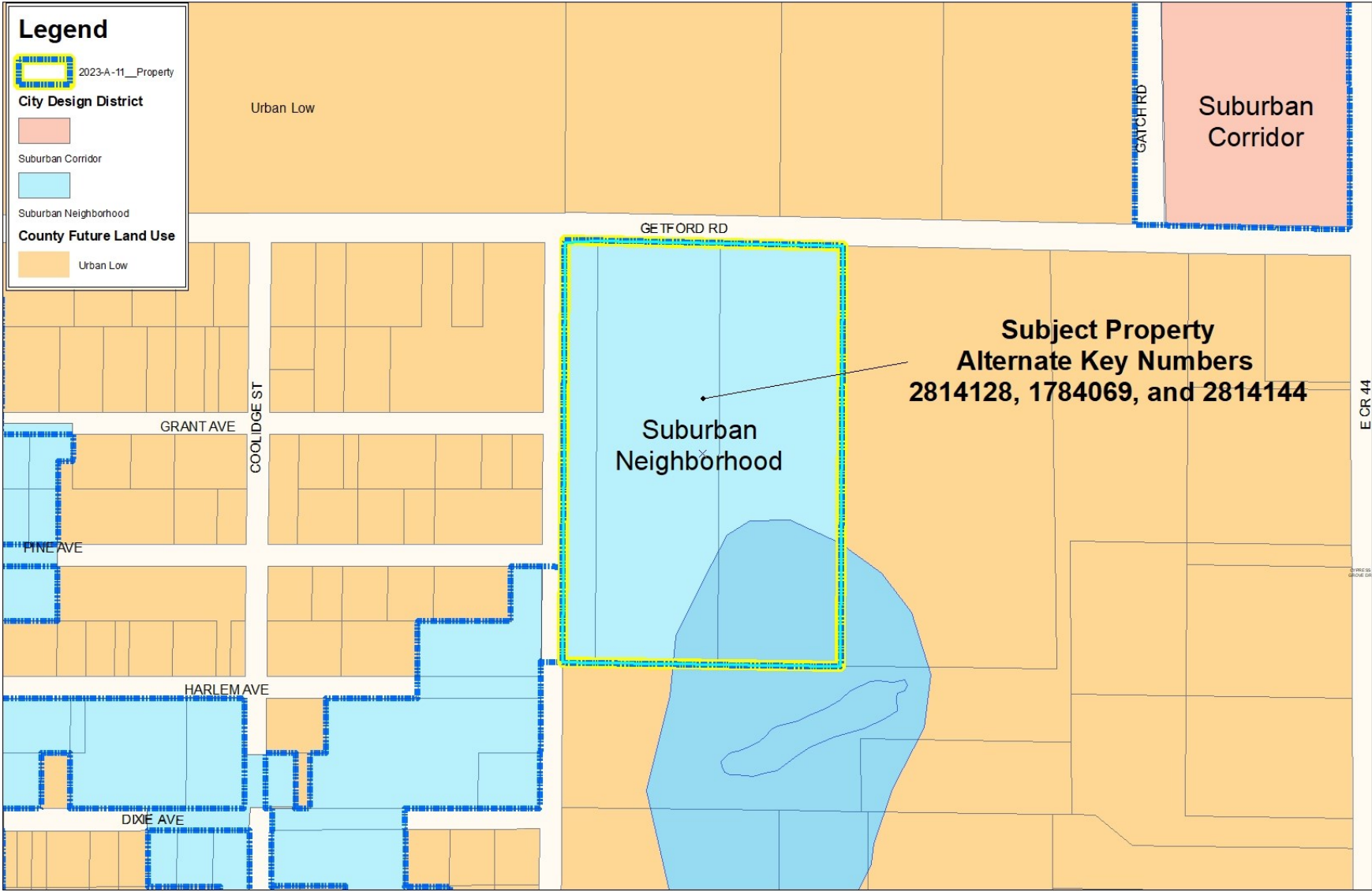


Lake RC, Thomas Zahn
Design District (Before)



Legend

-  2023-A-11_Property
- City Design District**
-  Suburban Corridor
-  Suburban Neighborhood
- County Future Land Use**
-  Urban Low

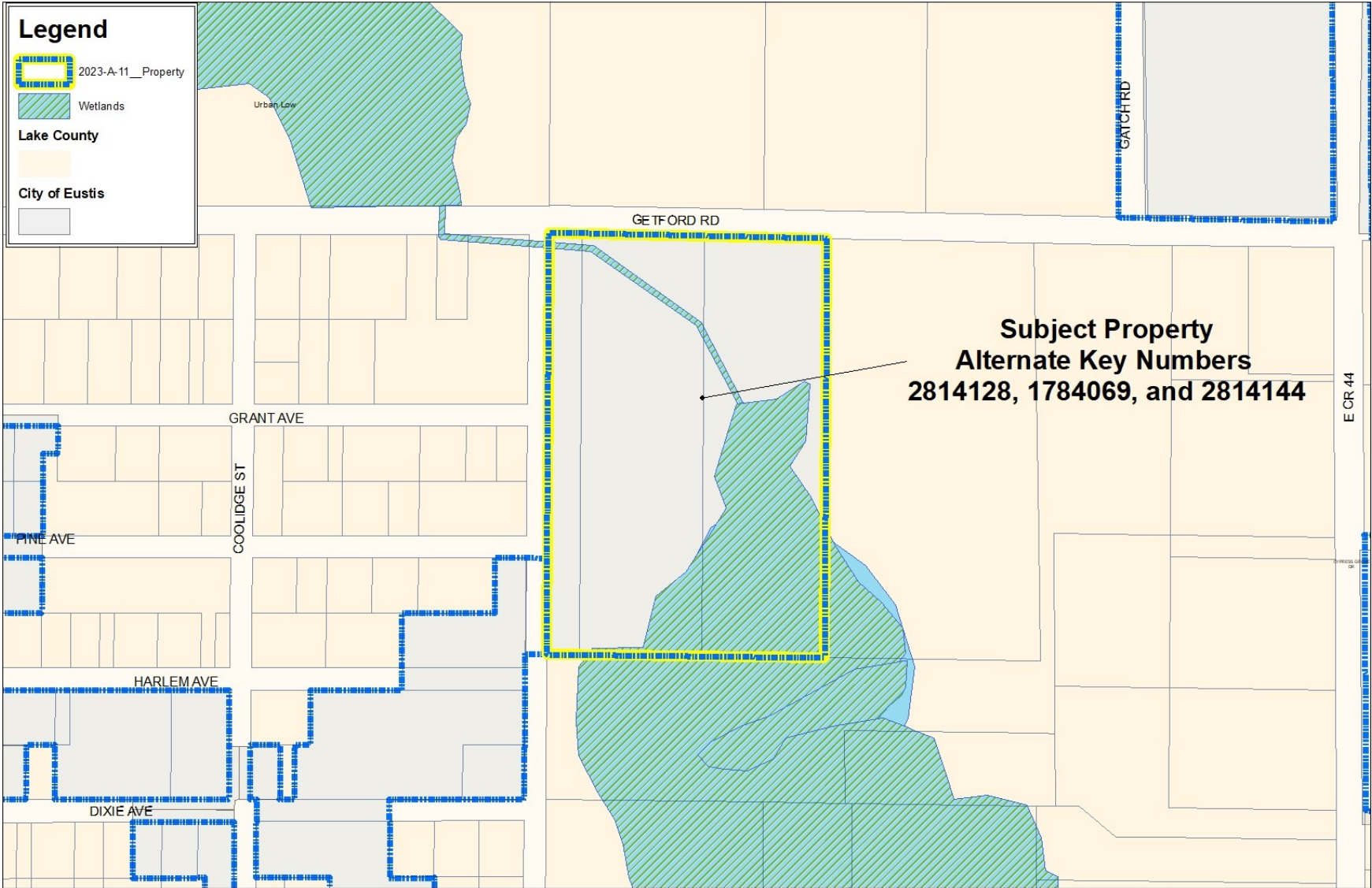


Lake RC, Thomas Zahn
Design District (After)



Legend

-  2023-A-11__Property
-  Wetlands
- Lake County**
- 
- City of Eustis**
- 




Subject Property
Alternate Key Numbers
2814128, 1784069, and 2814144



Lake RC, Thomas Zahn
 Wetland Map




Legend


 2023-A-11__Property

Flood Zones


Zone

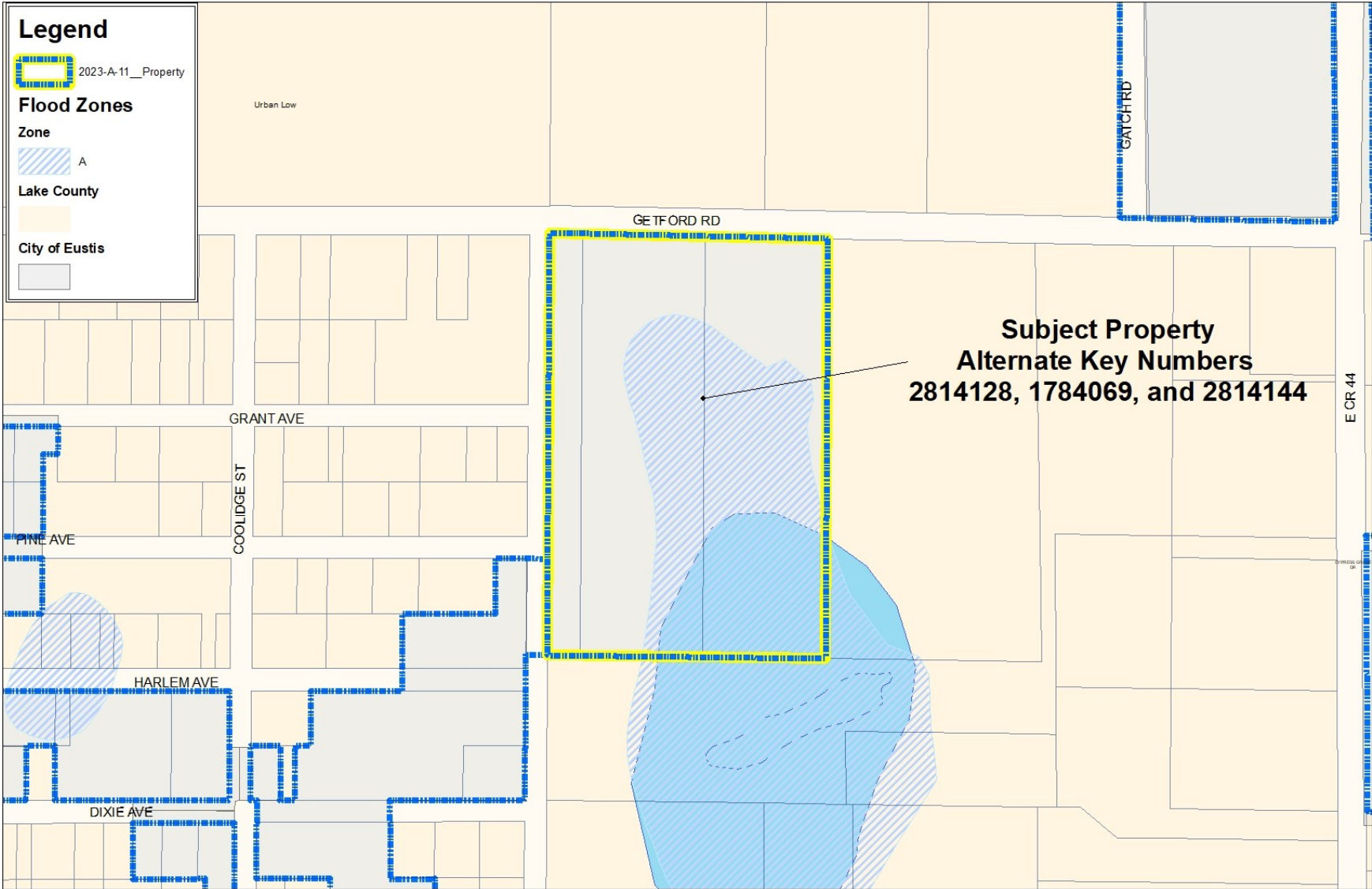
 A

Lake County



City of Eustis



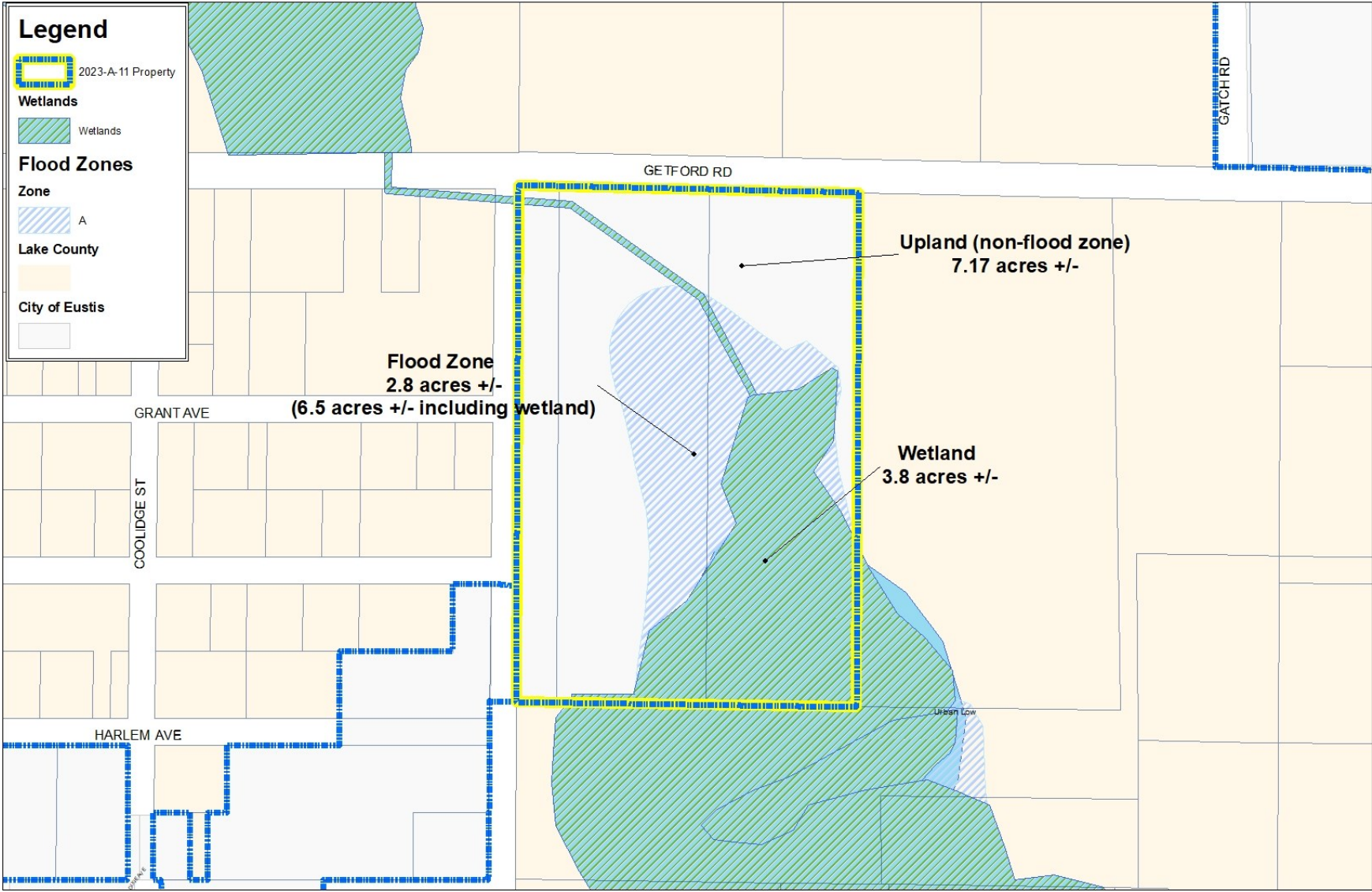


Subject Property
Alternate Key Numbers
2814128, 1784069, and 2814144



Lake RC, Thomas Zahn
Flood Zone










Lake RC, Thomas Zahn
Flood Zone




Legend

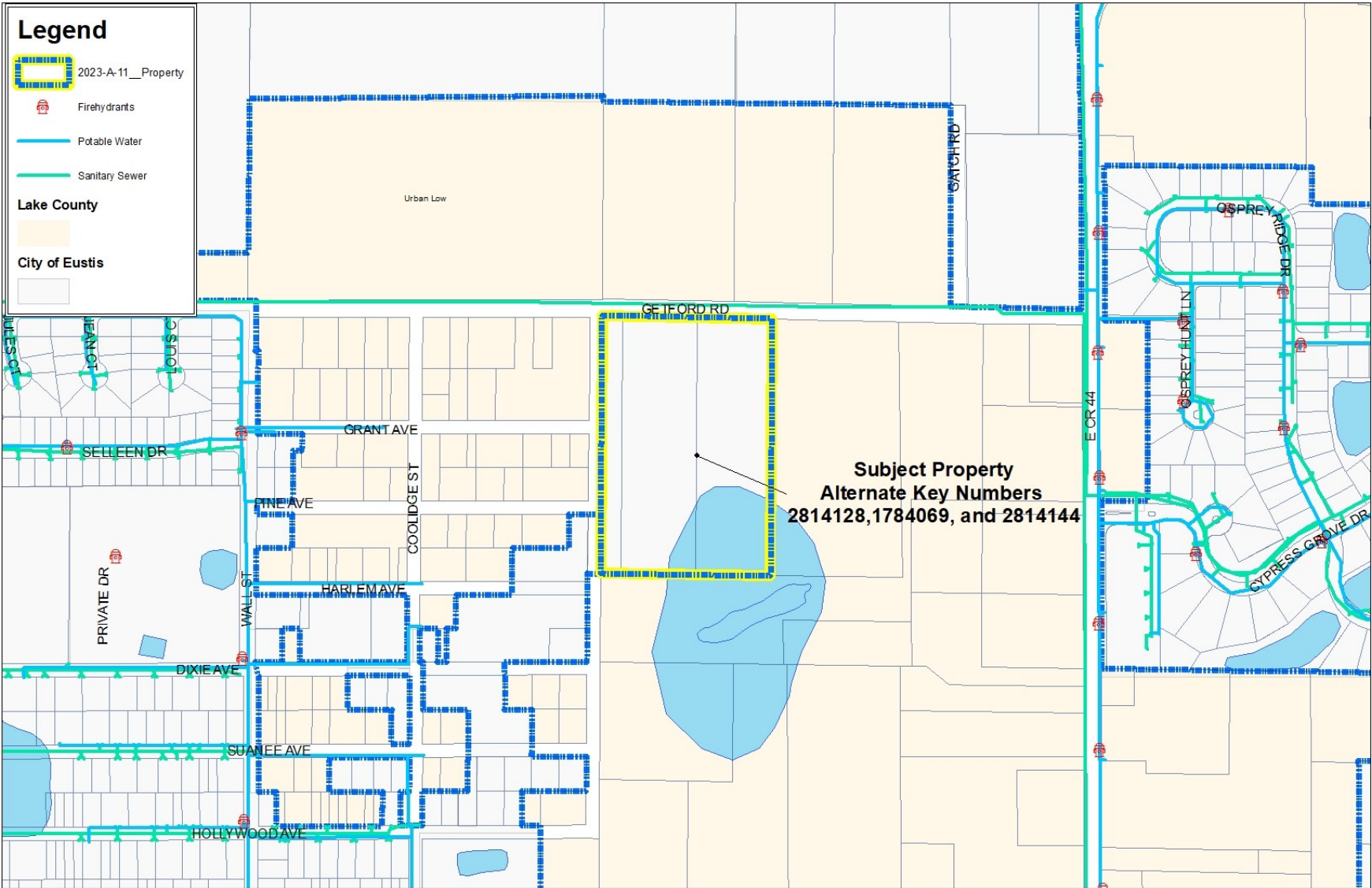
-  2023-A-11_Property
-  Firehydrants
-  Potable Water
-  Sanitary Sewer

Lake County

-  Urban Low

City of Eustis





- 

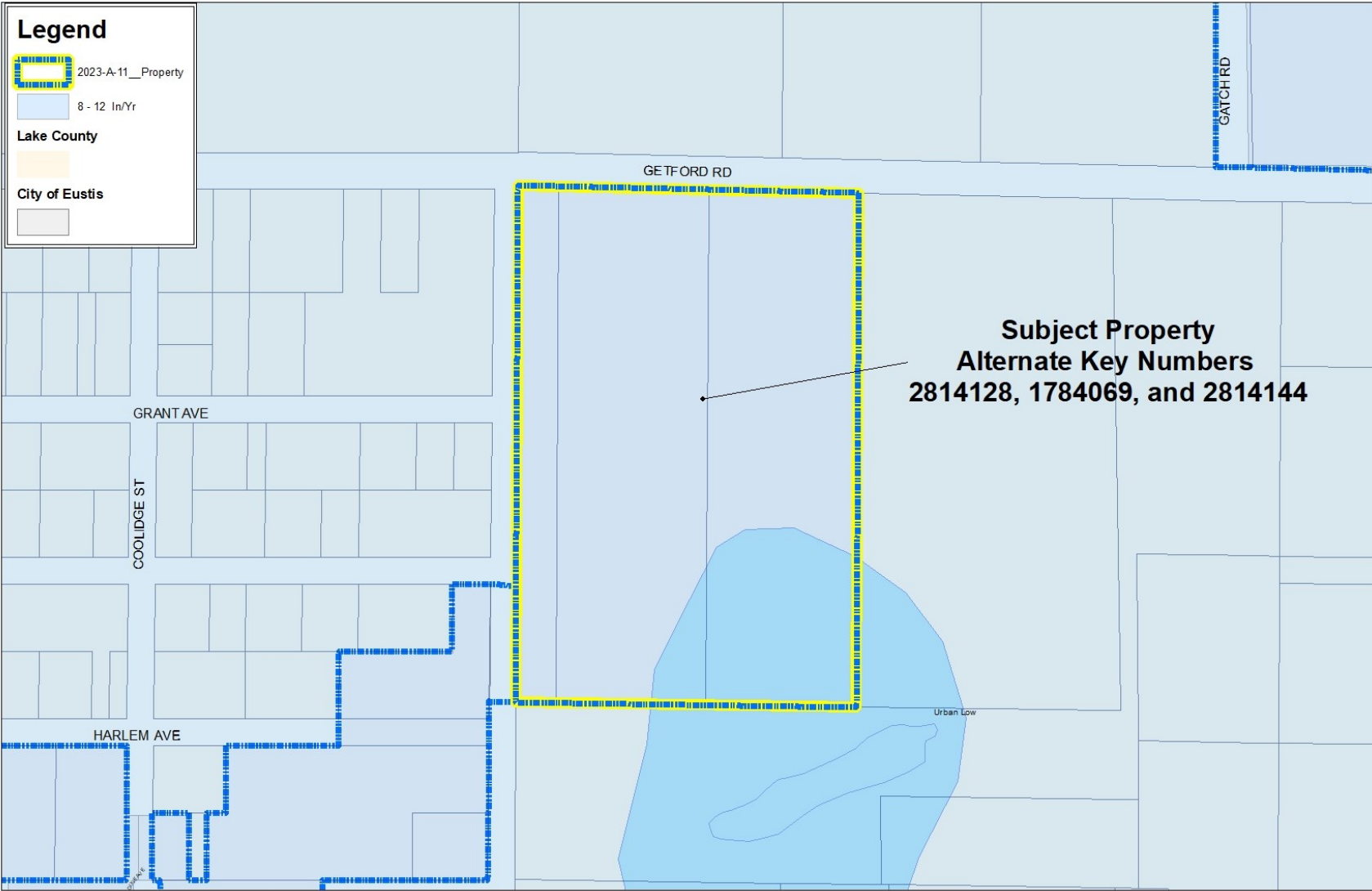


Lake RC, Thomas Zahn
Utilities



Legend

-  2023-A-11_Property
-  8 - 12 In/Yr
- Lake County**

- City of Eustis**


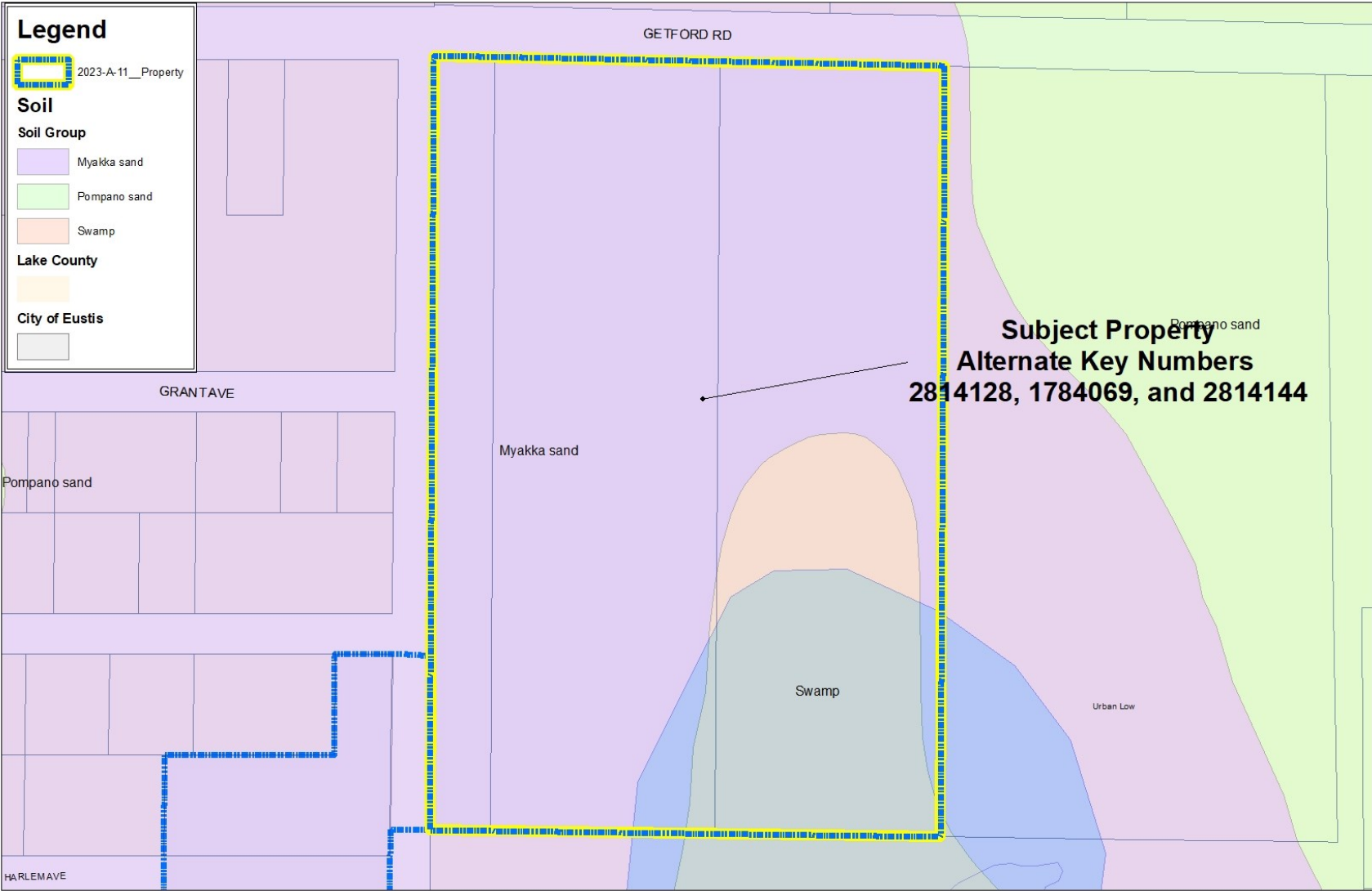


Lake RC, Thomas Zahn
Potential Recharge



Legend

- 2023-A-11_Property
- Soil**
- Soil Group**
 - Myakka sand
 - Pompano sand
 - Swamp
- Lake County**
- City of Eustis**



Lake RC, Thomas Zahn
USGS Soils Survey Map



ORDINANCE NUMBER 24-09

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 13.72 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1784069, 2814128 AND 2814144, ON THE SOUTH SIDE OF GETFORD ROAD, EAST OF COOLIDGE STREET AND WEST OF GATCH ROAD FROM URBAN LOW IN LAKE COUNTY TO SUBURBAN 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 13.72 acres of real property at Lake County Property Appraiser's Alternate Key Numbers 1784069, 2814128, and 2814144, on the south side of Getford Road, east of Coolidge Street and west of Gatch Road., and more particularly described herein; and

WHEREAS, on **February 15, 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 **February 15, 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 **March 7, 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 Suburban Residential within the City of Eustis:

Parcel Alternate Keys: 1784069, 2814128 and 2814144

Parcel Identification Numbers: 06-19-27-0003-000-00700, 06-19-27-0003-000-00701 and

06-19-27-0003-000-00702

Legal Description: W 75.0 FT OF N 3/4 OF GOV LOT 6 ORB 5263 PG 122 AND E 278.98 FT OF W 353.98 FT OF N 3/4 OF GOV LOT 6 ORB 5263 PG 122 AND E 278.98 FT OF W 632.96 FT OF N 3/4 OF GOV LOT 6 ORB 5943 PG 2298

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 Christine Halloran, City Clerk, who is 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

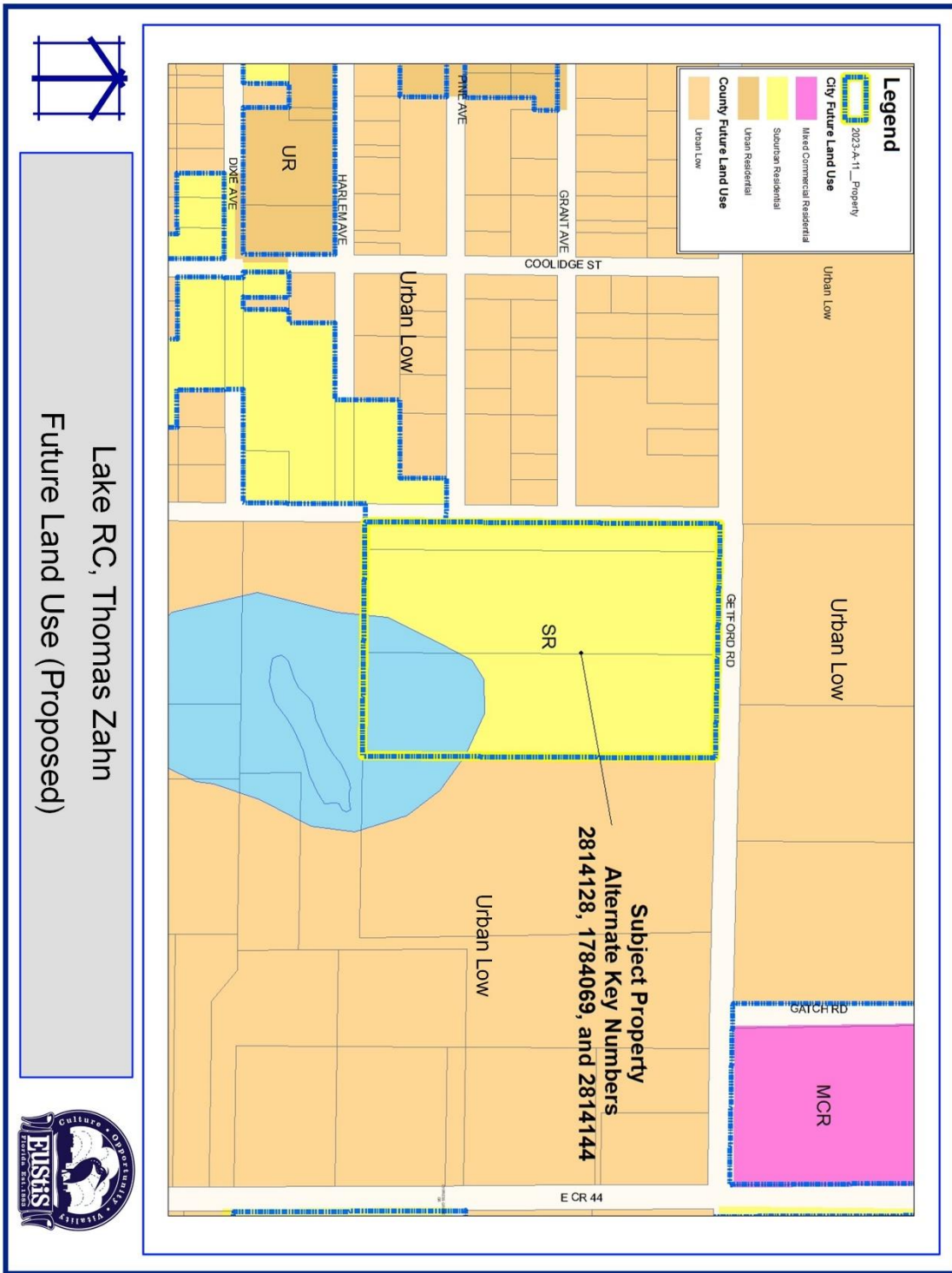
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 24-09 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



ORDINANCE NUMBER 24-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN NEIGHBORHOOD DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 13.72 ACRES OF REAL PROPERTY AT ALTERNATE KEY NUMBERS 1784069, 2814128 AND 2814144, ON THE SOUTH SIDE OF GETFORD ROAD, EAST OF COOLIDGE STREET AND WEST OF GATCH ROAD.

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Suburban Neighborhood to approximately 13.72 acres of recently annexed real property further described below, and

WHEREAS, on February 15, 2024, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on March 7, 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 Neighborhood:

Parcel Alternate Keys: 1784069, 2814128 and 2814144

Parcel Identification Numbers: 06-19-27-0003-000-00700, 06-19-27-0003-000-00701

and

06-19-27-0003-000-00702

Legal Description: W 75.0 FT OF N 3/4 OF GOV LOT 6 ORB 5263 PG 122 AND E 278.98 FT OF W 353.98 FT OF N 3/4 OF GOV LOT 6 ORB 5263 PG 122 AND E 278.98 FT OF W 632.96 FT OF N 3/4 OF GOV LOT 6 ORB 5943 PG 2298

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 24-10.

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

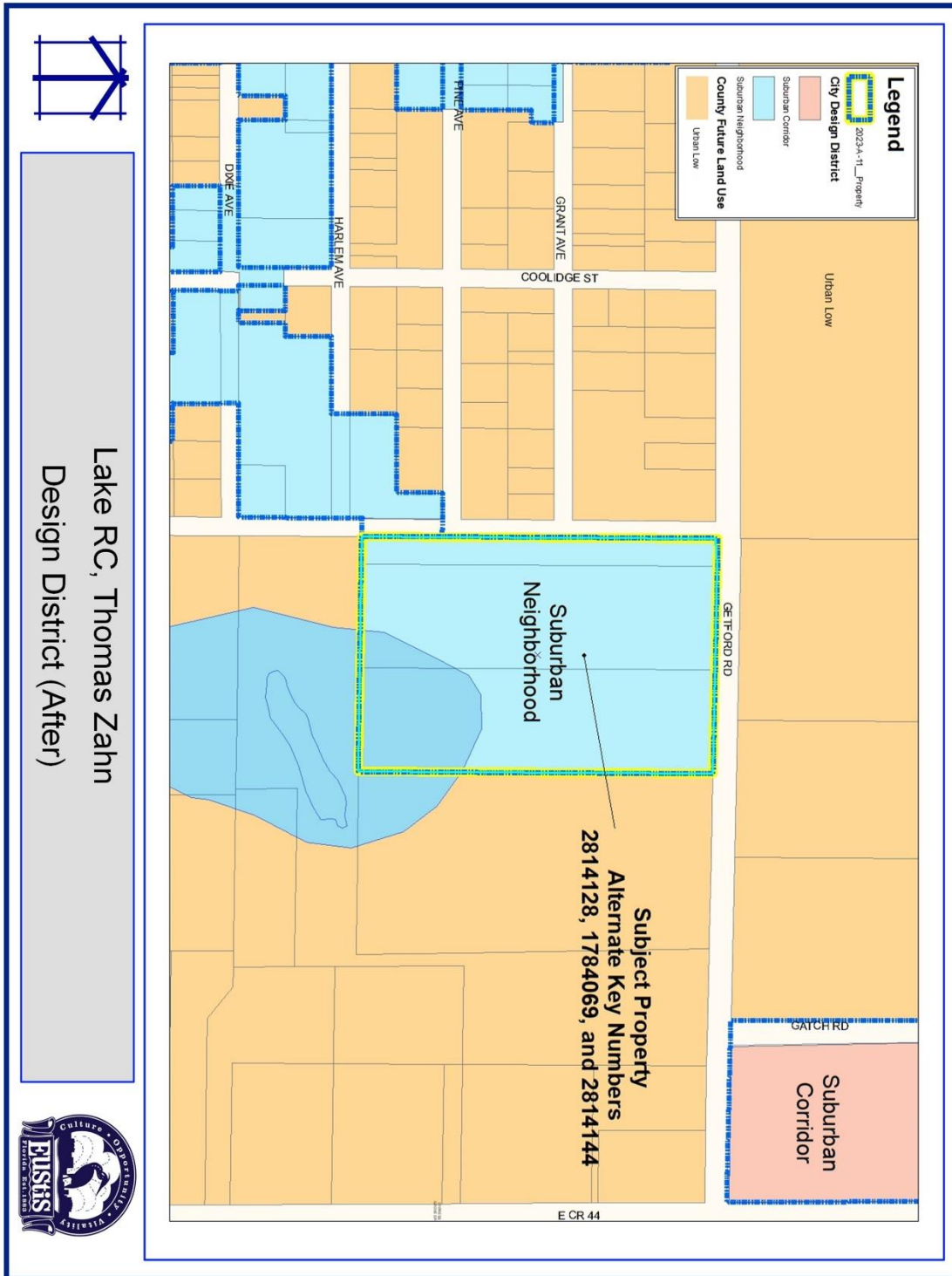
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 24-10 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

Exhibit A



Lake RC, Thomas Zahn
Design District (After)





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 15, 2024

RE: Discussion regarding allowance of Kurt Street Townhomes Preliminary Subdivision Plat to be reheard before the 9-month waiting period

Introduction:

This is a request by the Applicant for Kurt Street Townhomes Preliminary Subdivision Plat (PSP) for the City Commission to consider the allowance for reconsideration of the Kurt Street Townhomes Preliminary Subdivision Plat with changes within 9 months of denial by the City Commission.

Background:

On February 1, 2024, the request for approval of the Kurt Street Townhomes Preliminary Subdivision Plat was denied by the City Commission. The request that was denied included the following recreational components: a pickleball court, dog park and walking trails throughout the property.

Pursuant to City Commission Rules of Order Section 10(e) *“No item shall be placed on an agenda which is substantially similar to an item voted upon by the Commission within the last nine months unless three or more Commissioners agree. During our business at a regular Commission meeting, the Commission shall discuss and vote on whether such an agenda item should be formally reconsidered by the Commission on a future agenda.”* For the City Commission to elect to reconsider within 9 months, the case of the Kurt Street Townhomes Preliminary Subdivision Plan, the City Commission will need to call for a vote. The election to reconsider the case will require a minimum of three consenting votes.

The applicant is proposing changes that will make the request more consistent with the City Commissioners concerns. The narrative provided is as follows:

“Request for Reconsideration to allow submittal of the Preliminary Plat of the Kurt Street Townhomes. We, as the developer heard the concerns of the City Commission because we were present at the meeting. Because the discussion moved so quickly, we weren’t sure when it would be time for us to make our presentation. Before we knew it, the City Commission had voted on the matter and denied it. We are receptive to adding the tot lot in place of the pickleball court, as one commissioner commented. We also heard another commissioner express whether the project because it’s in a Mixed Commercial Residential Land Use District should have a mixture of uses within it. We reviewed the City’s Comprehensive Plan and found the following language under the Mixed Commercial/Residential (MCR): ‘Individual properties may develop residentially or commercially, provided that all applicable criteria set forth herein are met.’ We believe that we have met all the applicable criteria set forth in the Land Development Regulations and the Comprehensive Plan.”

The revised Site Plan including the tot lot is attached to this staff report.

Recommended Action:

Staff is seeking direction from the City Commission on this item.

Policy Implications:

N/A

Alternatives:

- Vote to reconsider before the expiration of 9 months, minimum of three consenting votes to pass.
- Vote to reconsider before the expiration of 9 months, less than three consenting votes to fail.
- Allow for reconsideration through consensus that the proposed project is substantially different than what was presented on February 1, 2024.
- Elect not to call for vote.

Budget Impact:

None

Attachments:

Revised Kurt Street Townhomes Preliminary Subdivision Plat – Site Plan

Revised Kurt Street Townhomes PSP Landscape Plan

Reviewed By:

Mike Lane, AICP, Development Services Director

Tom Carrino, City Manager



CESO
WWW.CESOINC.COM

1323 Brookhaven Dr
Orlando, FL 32803
Phone: 937.435.8584 Fax: 888.208.4826

THE INFORMATION ON THIS DOCUMENT IS PRELIMINARY OR INCOMPLETE AND SHOULD NOT BE USED FOR CONSTRUCTION OR RECORDING PURPOSES OR FOR LITIGATION.

REVISED 1/24/2024

SITE DATA:

PROPERTY LOCATION: 2300 KURT STREET, EUSTIS FL, 32726

PARCEL IDS: 15-19-26-0004-000-02900 & 15-19-26-0004-000-03500

DATUM: ELEVATIONS EVALUATED USING NAVD88

LAND OWNERS: GT DESI CORP

GROSS SITE AREA: 5.97 ACRES

BREAKDOWN: BUILDINGS: 1.70 ACRES
ASPHALT & CURB: 0.64 ACRES
TOTAL IMPERVIOUS: 2.34 ACRES (39%)
PERMEABLE DRIVEWAYS & SIDEWALKS: 0.69 ACRES
PERVIOUS AREA IN LOTS & GRASS STRIPS IN STREETS: 1.09 ACRES

OPEN SPACE: 1.85 ACRES (31%)

PROPERTY ZONING (CURRENT & PROPOSED): MCR

PROPOSED LAND USE: 62 TOWNHOMES

PHASING: ONE PHASE

BUILDING SETBACKS: FRONT: 10'
SIDE: 5'
REAR: 5'
SIDE: 5'

MINIMUM BUILDING SEPARATION: SIDE TO SIDE: 10'

EXISTING PROPERTY USE: VACANT

MAXIMUM BUILDING HEIGHT (ALLOWABLE & PROPOSED): 3 STORIES PRINCIPAL BUILDING; 2 STORIES ACCESSORY

MINIMUM LOT AREA: 1,760 SF

DENSITY PROPOSED: APPROXIMATELY 10 DWELLING UNITS PER ACRE

ALLOWABLE DENSITY: 12 DWELLING UNITS PER ACRE

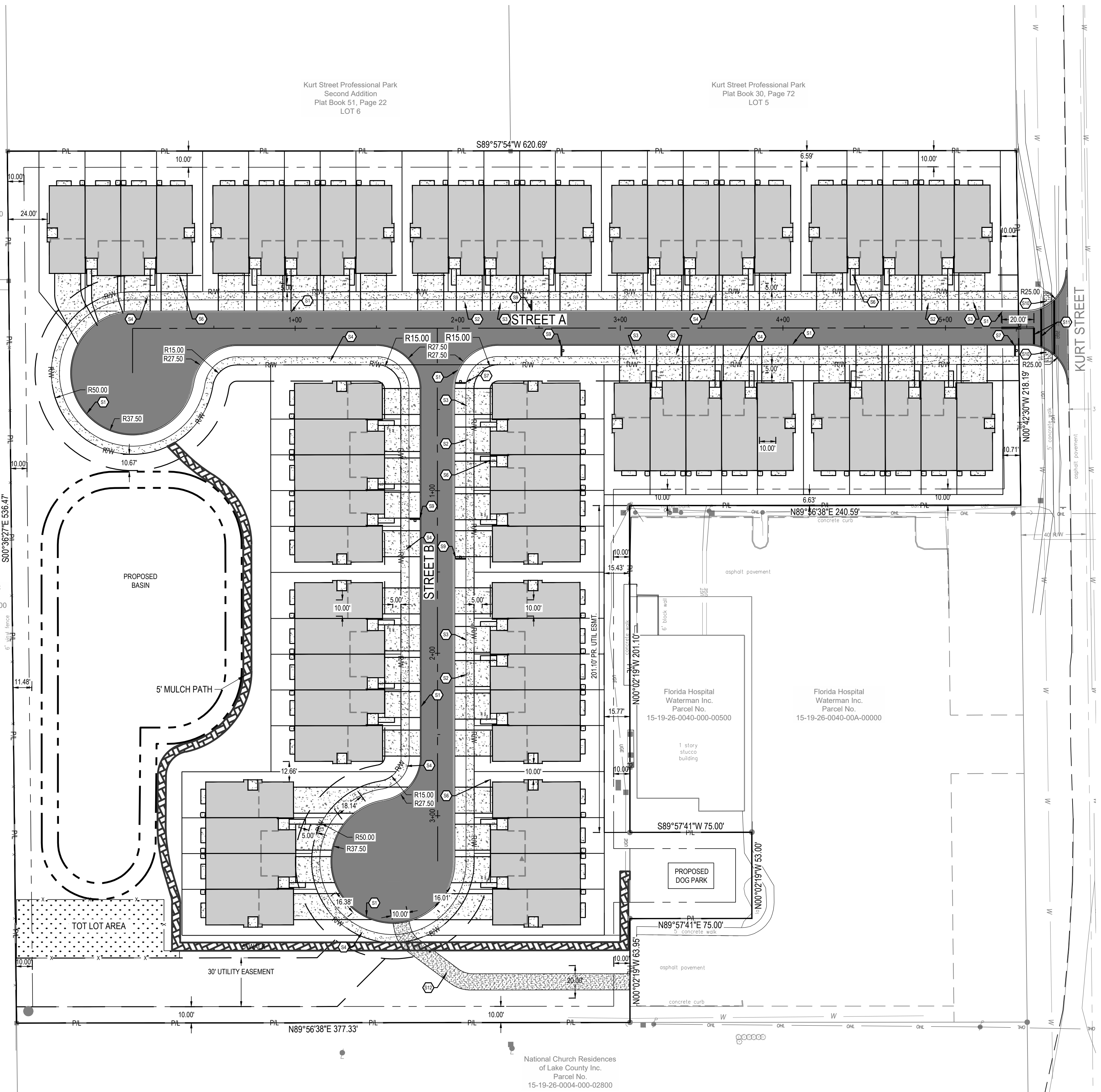
MINIMUM LOT WIDTH: 22'-0"

UTILITY PROVIDERS: ST. JOHNS FLORIDA WATER MANAGEMENT DISTRICT - STORMWATER
OCLAWAHA RIVER BASIN - STORMWATER
CITY OF EUSTIS, FL - WATER
CITY OF EUSTIS, FL - SEWER

SITE LIGHTING: ALL EXTERIOR LIGHTING SHALL COMPLY WITH LIGHTING ORDINANCE

UTILITY STATEMENT: THE WATER, WASTEWATER, AND SANITARY CALCULATIONS & DESIGN WILL BE PROPERLY SIZED BEFORE CONSTRUCTION PLAN APPROVAL.

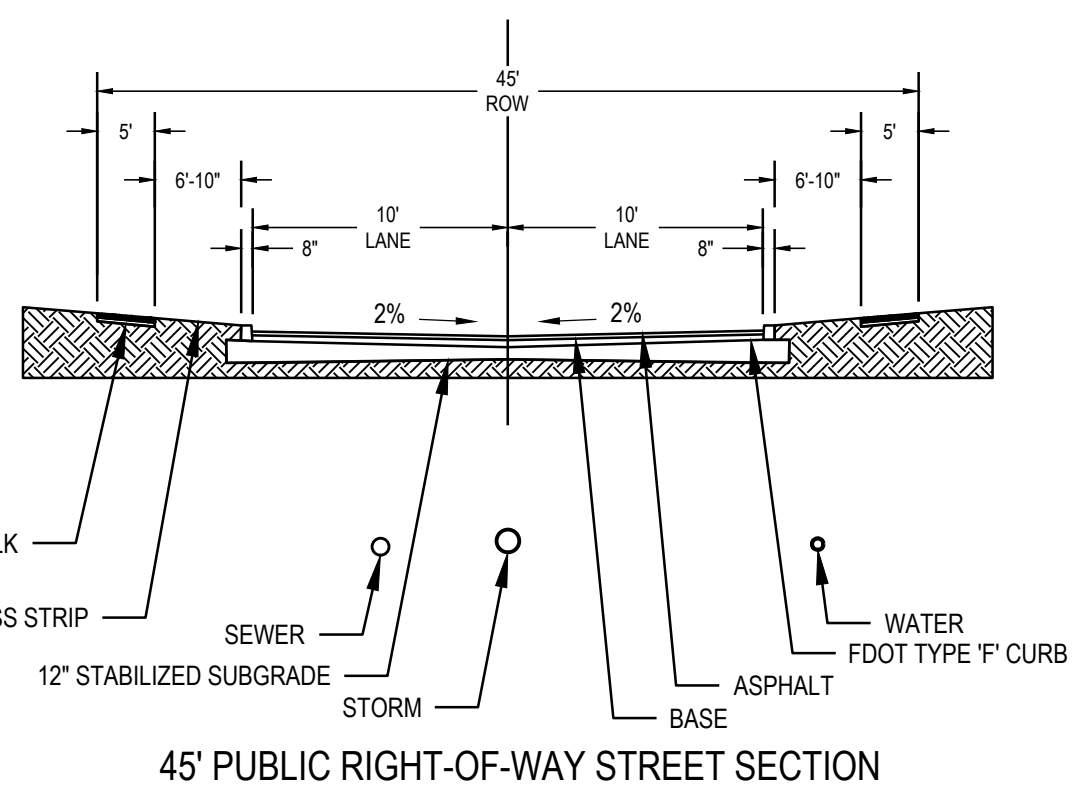
WILDLIFE: ALL STATE & FEDERAL REGULATIONS REGARDING ENDANGERED, THREATENED, OR SPECIES OF SPECIFIC CONCERN WILL BE FOLLOWED DURING THE DEVELOPMENT OF THE PROPERTY.



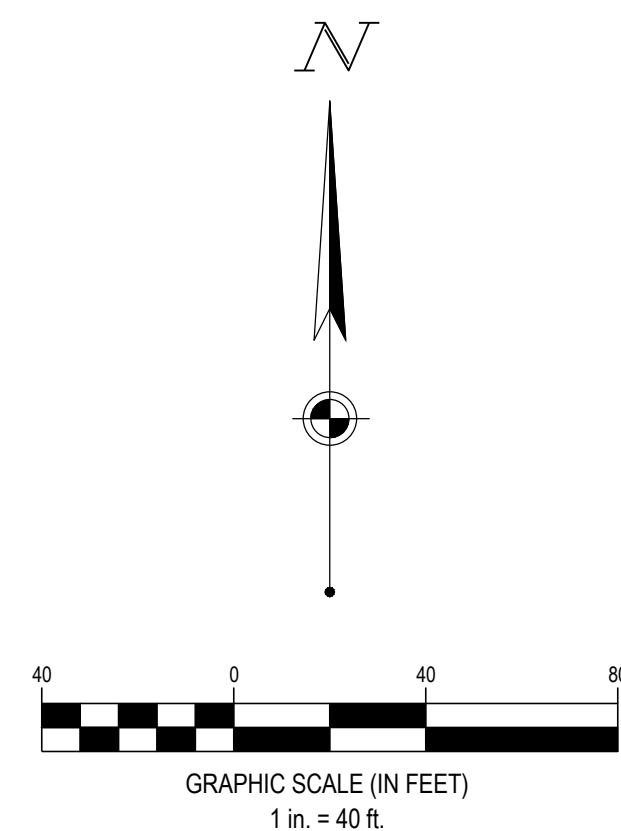
SITE PLAN LEGEND

- EXISTING**
REFER TO C2.0 FOR EXISTING FEATURES LEGEND
- PROPOSED SITE**
REFER TO C3.0 FOR SUBDIVISION PLAN LEGEND
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT
 - CONCRETE SIDEWALK
 - PROPOSED BUILDING
 - DRIVEWAY
 - CURB & GUTTER
 - SETBACK
 - SIGN

CODED NOTES	
CODE	DESCRIPTION
S1	PROPOSED CURB & GUTTER
S2	16' DRIVEWAY TYP.
S3	16' DRIVEWAY TYP.
S4	PROPOSED 5' PERMEABLE SIDEWALK
S6	PROPOSED 10' UTILITY EASEMENT
S7	R1-1 STOP SIGN
S8	R8-3 NO PARKING SIGN
S9	R2-1 SPEED LIMIT SIGN
S10	PROPOSED CURB RAMP
S11	PROPOSED STOP BAR AND CROSSWALK
S12	EMERGENCY ACCESS DRIVE - STABILIZED WITH GRASS



BENCHMARK				
BM *	ELEVATION*	NORTHING**	EASTING**	DESCRIPTION
BM# 1	95.01	1636220.139	434015.226	FOUND MONUMENT
BM# 2	94.26	1635684.204	434642.279	FOUND IRON ROD



FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITIES PROTECTION SERVICE AT 811 OR 800-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA UTILITIES PROTECTION SERVICE

DDCM MANAGEMENT LLC.

EUSTIS TOWNHOMES
KURT STREET
EUSTIS, FL 32726

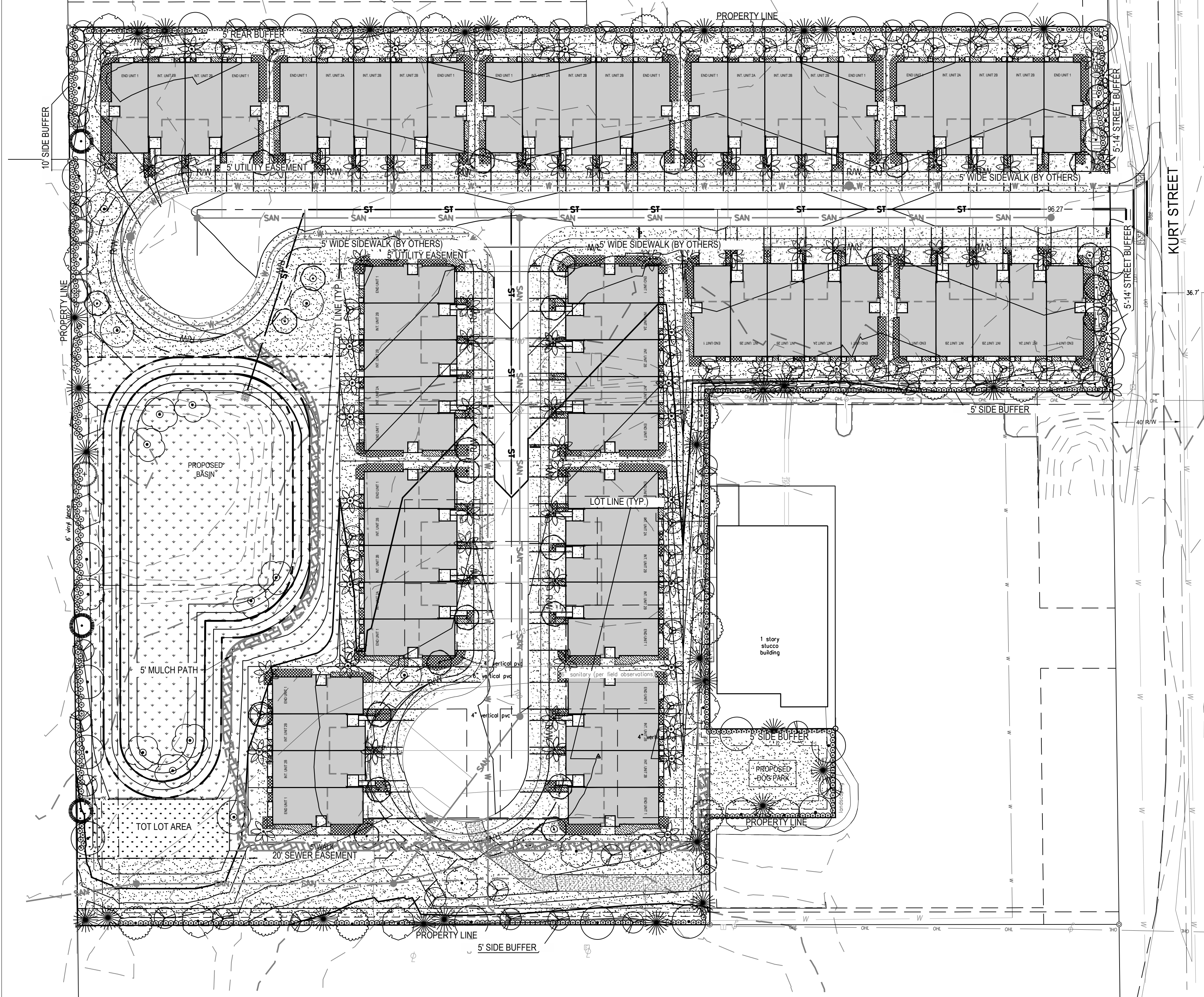
Revisions / Submissions		
ID	Description	Date

© 2022 CESO, INC.
Project Number: 762449
Scale: 1" = 40'
Drawn By: SJS
Checked By: CSG
Date: JANUARY 24 2024
Issue: PRELIMINARY

Drawing Title:
SITE PLAN

C5.0

REVISED
1/24/2024



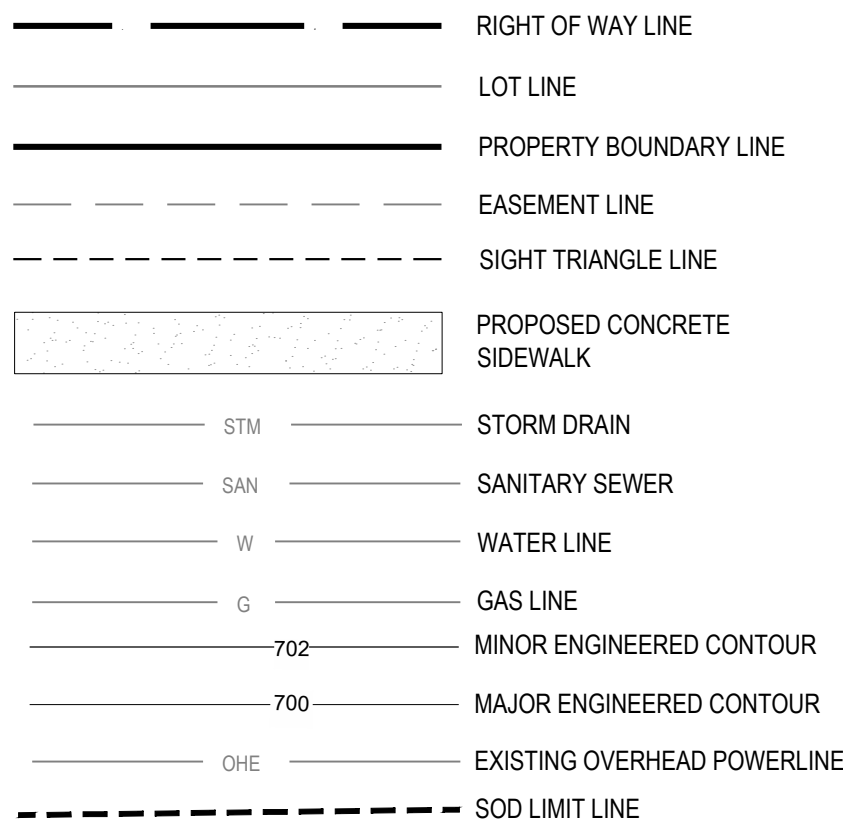
NOTES:

1. ALL VEGETATION MUST COMPLY WITH CITY OF EUSTIS GUIDELINES AND RESTRICTIONS.
2. NO TREE MAY BE PLANTED WITHIN INTERSECTION SIGHT TRIANGLES.
3. EXISTING TREES SHALL BE PRESERVED WHENEVER POSSIBLE.
4. DEVELOPER AND LANDSCAPE CONTRACTOR SHALL INSTALL NON-INVASIVE PLANT MATERIAL IN THE LANDSCAPE BUFFER. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL INVASIVE PLANT SPECIES PRIOR TO INSTALLATION.
5. ALL PLANTING AREAS SHALL BE MULCHED WITH A THREE INCH LAYER OF GROUND MELALEUCA MULCH TO COVER THE COMPLETE PLANTING AREA.
6. ALL SABAL PALMS PLANTED CLOSER THAN 5' FROM A WATER LINE TO HAVE ROOTBALLS SET 2' BELOW THE PIPE.

CODE COMPLIANCE NOTES:

1. MINIMUM 2 TREES PER LOT - 62 LOTS = 124 TREES REQUIRED. 124 TREES PROPOSED.
2. BUFFER YARD PLANTS HAVE BEEN SELECTED FROM THE CITY OF EUSTIS ACCEPTABLE PLANT SPECIES LIST.
3. BUFFER LANDSCAPING REQUIREMENTS - 10' WIDE MIN. LANDSCAPE AREA REQUIRED AROUND ALL BUILDINGS (INCLUDING SIDEWALK) SHRUBS AND GROUND COVER TO COVER A MINIMUM OF 30% OF THE BUFFER AREA.
4. ALL NEW LANDSCAPING SHALL MEET THE GUIDELINES OF THE FLORIDA FRIENDLY LANDSCAPING AND WATERWISE FLORIDA LANDSCAPE GUIDES PUBLISHED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
5. ALL REPLACEMENT TREES FOR EACH TREE REMOVED, SHALL BE A MINIMUM OF TWO INCHES DBH, TEN FEET TALL, AND FIVE FEET WIDE AT THE TIME OF PLANTING.
6. APPROVED ORNAMENTAL AND PALM TREES SHALL NOT EXCEED 25% OF THE TREE REPLACEMENT REQUIREMENTS AND AT LEAST 50% OF THE TREES SHALL BE LIVE OAKS

LEGEND



LANDSCAPE CODE COMPLIANCE

- 10' LANDSCAPE BUFFER ALONG KURT STREET**
 REQUIRED: (2) CANOPY AND (3) UNDERSTORY TREES PER 100 LF CONTINUOUS HEDGE OF 3 GAL 24" HIGH SHRUBS
 100% PLANTED AREA OF SHRUBS AND GROUND COVER
 LENGTH NOT INCLUDING DRIVE: 198LF
 REQUIRED: 4 CANOPY AND 6 UNDERSTORY TREES
 PROPOSED: 4 CANOPY AND 6 UNDERSTORY TREES
- 5' SIDE OR REAR LANDSCAPE BUFFER (BETWEEN SIMILAR USES)**
 REQUIRED: (2) CANOPY AND (3) UNDERSTORY TREES PER 100 LF
 (3) 3 GAL. SHRUBS, 24" HT. MIN. PER 100 LF
 LENGTH NOT INCLUDING DRIVE: 1,711
 REQUIRED: 35 CANOPY AND 52 UNDERSTORY TREES, 565 SHRUBS
 PROPOSED: 35 CANOPY AND 52 UNDERSTORY TREES, 565 SHRUBS
- 10' SIDE OR REAR LANDSCAPE BUFFER (BETWEEN RESIDENTIAL AND COMMERCIAL USES)**
 REQUIRED: (2) CANOPY AND (3) UNDERSTORY TREES PER 100 LF
 (3) 3 GAL. SHRUBS, 24" HT. MIN. PER 100 LF
 LENGTH NOT INCLUDING DRIVES: 545LF
 REQUIRED: 11 CANOPY AND 17 UNDERSTORY TREES, 180 SHRUBS
 PROPOSED: 11 CANOPY AND 17 UNDERSTORY TREES, 214 SHRUBS

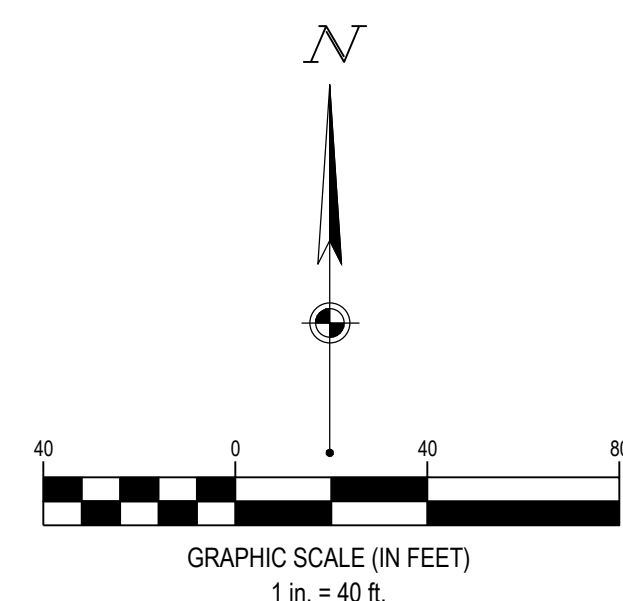
PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
TREES					
	14	ACER RUBRUM 'FLORIDA FLAME'	2" CAL.	8-12' HT	AS SHOWN
	3	FLORIDA RED MAPLE	---	6' HT.	AS SHOWN
	29	ILEX X ATTENUATA 'EAST PALATKA'	---	6' HT	AS SHOWN
	30	EAST PALATKA HOLLY	---	6' HT	AS SHOWN
	3	JUNIPERUS SILICICOLA	2" CAL	8-10' HT	AS SHOWN
	3	SOUTHERN RED CEDAR	---	8-10' HT	AS SHOWN
	70	LAGERSTROEMIA INDICA	2" CAL	6' HT	AS SHOWN
	3	CRAPE MYRTLE	2" CAL	6-8' HT	AS SHOWN
	31	MAGNOLIA GRANDIFLORA 'BRACKENS BROWN'	2" CAL	10-12' HT	AS SHOWN
	78	MAGNOLIA GRANDIFLORA 'BEAUTY'	14" CAL @ 3'	12' CT	AS SHOWN
	8	BRACKEN'S BEAUTY SOUTHERN MAGNOLIA	2" CAL	10-12' HT	AS SHOWN
	13	MAGNOLIA VIRGINIANA	2" CAL	12-14' HT	AS SHOWN
	223	SWEETBAY MAGNOLIA	---	18" HT	3'-0" OC
	33	MYRICA CERIFERA	---	18" HT	3'-0" OC
	480	WAX MYRTLE	---	18" HT	3' OC
	265	QUERCUS VIRGINIANA	---	4' FLAT	1'-6" OC
	35,902 SF	LIVE OAK	SOD		
	59,949 SF	SABAL PALMETTO	SOD		
		CABBAGE PALMETTO			
		TAXODIUM DISTICHUM			
		BALD CYPRESS			
		ULMUS ALATA			
		WINGED ELM			

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
SHRUB AREAS					
	3,353 SF	GROUND COVER	---		
	7,607 SF	MEDIUM SHRUBS	---		
GROUND COVERS					
	265	TRACHELOSPERMUM ASIATICUM	---		
		ASIATIC JASMINE	---		
SOD/SEED					
	35,902 SF	PASPALUM NOTATUM	SOD		
	59,949 SF	BAHIAGRASS	SOD		
		ZOYSIA X 'CITRAZOY'			
		CITRAZOY			

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
	223	HAMELIA PATENS 'COMPACTA'	---	18" HT	3'-0" OC
	33	DWARF FIREBUSH	---	18" HT	3'-0" OC
	480	TRIPSACUM DACTYLOIDES	---	18" HT	3' OC
		FAKAHATCHEE GRASS			
		VIBURNUM OBOVATUM			
		WALTERS' VIBURNUM			

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	MIN HT / SPR	SPACING
	265	TRACHELOSPERMUM ASIATICUM	---	4' FLAT	1'-6" OC
		ASIATIC JASMINE	---		
	35,902 SF	PASPALUM NOTATUM	SOD		
	59,949 SF	BAHIAGRASS	SOD		
		ZOYSIA X 'CITRAZOY'			
		CITRAZOY			



FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: FLORIDA UTILITIES PROTECTION SERVICE AT 811 OR 800-432-4770 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF FLORIDA UTILITIES PROTECTION SERVICE



THE INFORMATION ON THIS DOCUMENT IS PREPARED FOR CONSTRUCTION AND NOT FOR PURPOSES OF REPRESENTATION.

DDCM MANAGEMENT LLC.

EUSTIS TOWNHOMES
KURT STREET
EUSTIS, FL 32726

Revisions / Submissions		
ID	Description	Date

© 2022 CESO, INC.
 Project Number: 762449
 Scale: 1" = 40'
 Drawn By: ABS/TRH
 Checked By: EAB
 Date: JANUARY 24, 2024
 Issue: CONSTRUCTION

Drawing Title:
LANDSCAPE PLAN

L1.0

W:\PROJECTS\DDCM\762449-01-DDCM Kurt Road - Eustis, FL\06-LA_PLAN_CD\762449-01-L1.0 - LANDSCAPE PLAN.dwg - 1/24/2024 - Edward Browder



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 15, 2024

RE: Presentation by City Attorney regarding Florida Sunshine Law and Ethics.

Introduction:

The City Attorney will present an overview of Florida's Sunshine Law and Ethics Regulations to the City Commission.

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Sasha Garcia, City Attorney, Bowen Schroth