



AGENDA

City Commission Meeting

6:00 PM – Thursday, November 07, 2024 – City Hall

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: COMMISSIONER WILLIE HAWKINS

CALL TO ORDER

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE

2. APPROVAL OF MINUTES

2.1 Approval of Minutes

July 15, 2024 City Commission Workshop – Utilities

October 3, 2024 City Commission Meeting

October 17, 2024 City Commission Meeting

3. PRESENTATIONS

3.1 Recognition of Bella Carter - 2024 World Wakeboarding Champion

3.2 Recognition of Parks and Recreation Department for 2024 Trunk or Treat

3.3 Organizational and Event Support Grant to Paws Therapy Dogs, Inc.

3.4 Organizational and Event Support Grant to LifeStream, Inc./Open Door

3.5 America In Bloom

4. AUDIENCE TO BE HEARD

5. CONSENT AGENDA

5.1 Resolution Number 24-89: Axon Enterprise, Inc. Contract Renewal

5.2 Resolution Number 24-91: Parks and Recreation Elizabeth Circle Park Playground

5.3 Resolution Number 24-92: Parks and Recreation Lightning Detection System for Pool/Ferran Park, Sunset Park, Dog Park and Carver Park

5.4 Resolution Number 24-93: Bid Award for Construction Services for the Ferran Park Seawall Rehabilitation Project

5.5 Resolution Number 24-94: Purchase of Physical Fitness Equipment for the Eustis Police Department with the JAGC Grant

5.6 Resolution Number 24-95: Purchase in Excess of \$50,000 for a New Bucket Truck

5.7 Resolution Number 24-96: Purchase in Excess of \$50,000 for a New Street Sweeper

- [5.8](#) Resolution Number 24-97: Approval of a Purchase in Excess of \$50,000 for Two Caterpillar Excavators
- [5.9](#) Resolution Number 24-98: Approval of Annual Purchases in Excess of \$50,000
- [5.10](#) Resolution Number 24-99: Approving the Grove Street Water Main Relocation Project Total Expenditure in Excess of \$50,000
- [5.11](#) Resolution Number 24-100: Approval of MOU for Continuance of MID FLA SWAT Partnership

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

- [6.1](#) Resolution Number 24-90: Acceptance of the Final Subdivision Plat for Estes Reserve and acceptance of a Maintenance Bond
- [6.2](#) Resolution Number 24-101: Reduction of Fine/Release of Lien - 309 E. Woodward Ave
- [6.3](#) Resolution Number 24-102: Reduction of Fine/Release of Lien - 124 E. Ward Avenue
- [6.4](#) **FIRST READING**
 - Ordinance Number 24-37: Assignment of Suburban Corridor Design District for Parcel located at 2505 E. Orange Avenue with Alternate Key Number 1443270

7. OTHER BUSINESS

- [7.1](#) Discussion for Tour Boat Operation on Lake Eustis
- [7.2](#) Recommendations for Downtown Business Growth and Sustainability Incentives

8. FUTURE AGENDA ITEMS AND COMMENTS

- 8.1 City Commission**
- 8.2 City Manager**
- 8.3 City Attorney**
- 8.4 Mayor**

9. ADJOURNMENT

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

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



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: November 7, 2024

RE: Approval of Minutes

July 15, 2024 City Commission Workshop – Utilities

October 3, 2024 City Commission Meeting

October 17, 2024 City Commission Meeting

Introduction:

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

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Mary C. Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Workshop: Utilities

5:30 PM – Monday, July 15, 2024 – City Hall

CALL TO ORDER: 5:30 P.M.

ACKNOWLEDGEMENT OF QUORUM AND PROPER NOTICE

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

1. WORKSHOP ITEM WITH DISCUSSION AND DIRECTION

1.1 Utilities System Analysis and Utility Rates

Rick Gierok, Public Works Director, explained the history of the project and the question raised as to how much the City supplements the eastern services. Due to that, they hired Raftelis to help answer that question. He provided an overview of the current situation and stated the purpose of the meeting is to provide the options available and obtain direction from the Commission on how to proceed. He introduced Joe Williams and Tristen Townsend with Raftelis and noted they have also done the City's rate study. He also introduced Bartt Booz with Wright Pierce Engineering and stated he has worked on the City's water and wastewater master plans and designed the Bates Avenue Wastewater Treatment Plant. He explained he wanted to have all of their experts present in order to answer any questions the Commission may have.

Mr. Gierok explained their intent to review the current situation and costs and cited the options moving forward as follows: 1) Sell the eastern utilities; 2) Split the Utility System into two separate utilities; and 3) Keep the operations as one utility while exploring various opportunities.

Mr. Gierok reviewed the CUP, Plant Capacity and Reserved Capacity for both the Eastern Plant and the Heathrow Plant. He then reviewed the plant capacity and reserve capacity for the wastewater Eastern Plant and the Bates Avenue plant. He cited the Gross Revenue and Total Revenue for the combined systems, main plants and eastern plants. He emphasized that the main plants are over \$1,000,000 to the good while the eastern plant is \$837,778 in the negative. He commented on how the in-city customers are offsetting the cost for the eastern customers. He then provided the net revenue surplus/deficiency for the main service area versus the eastern service area over the next five years.

The Commission asked why the eastern plants were constructed with Mr. Gierok explaining they were built as part of a community development district. He stated that the eastern water plant was built to primarily serve the Sorrento Hills development and the Heathrow plant was built primarily for the Redtail project. The developers built the Heathrow plant through the CDD and gave it to the City. The eastern wastewater plant was jointly constructed between the two projects and was sized just for those users. The eastern wastewater plant that was there never ran at the 300,000 gallons it was rated at due to a lot of problems. The most they could get out of it was 150,000 and it was very difficult to run.

Tom Carrino, City Manager, further explained that there was discussion at that time about growth in that area so the City had approached St. John's due to the inefficient plant. They essentially mothballed the old plant and built a new 1,000,000 gallon a day plant in order to keep septic tanks out of the Wekiva Basin which is why they assisted the City with the plant.

Mr. Gierok noted that the out-of-City users are charged a 25% surcharge. He confirmed that the deficit includes that surcharge.

The Commission asked about anyone in that area annexing into the City with Mr. Carrino indicating that the City has annexation agreements with Sorrento and Redtail; however, outside of a County ISBA it would require contiguity and they are too far to the east to establish contiguity. He added that it is unrealistic without an ISBA. He noted that the City received an email earlier in the year from the County Manager stating there are properties in the Sorrento area that are interested in getting utilities. He said the question at that time was who would serve that area. He had asked the Commission during a retreat whether or not the City wanted to serve that area. He noted that Apopka is in another County and Mount Dora is at capacity so the City was looking at possibly serving the area. He added that one of the questions from the County was whether or not the City would waive the annexation requirement. He stated that the City would have to consider waiving that requirement due to the unrealistic expectation of any of those properties being able to annex. He indicated that would be a Commission decision as to whether or not to waive the annexation requirement. He confirmed that those properties do not pay City taxes.

Mr. Gierok cited the revenue requirements included in the information and the options moving forward as follows: 1) Sell the eastern utilities; 2) Split the current system into two separate utilities; and 3) Continue as one utility. He then provided details for each option.

Option 1 - Sell the Eastern Utilities

Mr. Gierok explained that to sell the eastern utilities the City would initially have to hire a consultant to perform an appraisal of the plant. He stated that Raftelis has staff on board who could do that. He explained what would be required to prepare such an appraisal including the reserve capacity. He stated he would not want to spend the money required unless there was definite interest in selling the plant.

The Commission confirmed that anyone buying the plant could set their own rates.

Mr. Gierok added that the City would also have to determine what would be required to transfer the operating permits and required infrastructure modifications. He explained those modifications include the reclaimed water system and how that would be handled as much of it is piped out to the eastern properties. He indicated that disposal of the reclaimed water is one of the biggest hurdles. He explained that if no one is using reclaimed due to rain, the City is required to have storage for it. He commented that they would have to include in the sales contract a bulk reuse agreement so the City would have a means of disposing of the reclaimed water.

The Commission re-confirmed that, if the City sold the plant, whoever purchased the plant could set their own rate with Joe Williams from Raftelis stating that they would be somewhat limited by the Public Service Commission but, in general, could charge whatever they could justify.

Mr. Gierok explained that, if they want to sell the eastern utilities, the City would require extensive legal expertise to assist in the sale and in the transfer of the operating permits.

Sasha Garcia, City Attorney, explained that the sale of a public utility is very complicated and would require specialized legal expertise and public hearings.

Commissioner Hawkins confirmed that, if the City were to sell the plants, it would require the City to spend approximately \$4 to \$5 million for the modifications and would include the possibility of the eastern customers' utility rates being raised significantly.

Commissioner Ashcraft asked if they have an idea of what the cost would be to sell the plant with Mr. Gierok indicating the first step would be to get the appraisal to determine the viability of selling the plant and what the hurdles would be.

The Commission asked if Raftelis had experience in selling a utility with Mr. Williams indicating the firm has been through it but not him personally. He indicated they would bring in experienced staff members to assist. The Commission asked if they could estimate the costs with Mr. Williams indicating he could not estimate the legal costs. Their costs would be the \$30 to \$35,000 for the certified appraisal.

The Commission asked if there is an example locally that would give an idea of what the costs or process would be with Mr. Gierok indicating there have been sales done within the state but they didn't want to get further costs unless it was more definite about the sale.

Mr. Carrino commented that there are other options and, if after seeing those options the Commission still wants to consider selling the system, then staff can do that; however, after hearing the other options they may not have an interest in selling the system.

Mr. Williams explained that Raftelis would figure out what it would cost to build an all new facility and piping in order to determine the value of the existing facility. He indicated that would require a lot of time.

The Commission explained that they want to know what it would cost to actually sell the system as it might not be worth selling it.

Mr. Carrino noted that the City has consumptive use permits for both the main plant and eastern plant. As part of the permit, St. John's knows the City sends a lot of reclaimed water to the eastern plant. If the City were to do something different, it would have to be approved by St. John's as part of the Consumptive Use Permit.

Mr. Gierok indicated that the reclaimed water is part of the City's alternative water requirements. Due to how much the eastern area has used the City's reclaimed water, the City has not had to extend the reclaimed water lines. As the permit was modified to eliminate the sprayfield, the City would have to modify it based on the reclaimed water usage. He added they will have to start getting the transmission mains back into the CIP. He indicated the City would have to evaluate all of those costs and determine what is needed for the infrastructure before making a decision.

Mr. Carrino stated that any sale of the plant would have to go through St. John's and the City would have to show how it plans to deal with the reclaimed water.

Commissioner Hawkins noted that other cities have asked the City to provide water to them. He asked if staff foresees Mount Dora building something that would help with the eastern area.

Mr. Gierok responded that he doesn't actually know but his understanding is that they are having a hard time meeting their obligations for those projects and they will have to do something significant.

Vice Mayor Lee reiterated that the City is losing \$850,000 per year.

Mr. Gierok reminded the Commission that, under a sale, the eastern residents would most likely experience a large rate increase, but the residents in town would no longer be offsetting that cost.

Option 2 - Split into two separate utilities

Mr. Gierok explained the advantage to splitting up the two utilities which would be the main City system and the eastern utility system. He stated it would allow the City to have different rates for each system. He reviewed the net revenue surplus/deficiency between each system if that were implemented. He indicated that the combined system would require an increasing amount of rate increases over the next five years. Under a divided system, the main system could maintain the 2.5% rate increase each year for the next five years. The eastern system would require a 2.5% increase in 2024, 125% in 2025, 5% in 2026, 5% in 2027 and 5% in 2028 which would provide a surplus of \$674,945 in 2028. He noted that those surpluses do not include any of the required capital costs.

Commissioner Ashcraft asked what would be the cost to separate the two systems with Mr. Gierok indicating that would have its own challenges.

Commissioner Hawkins asked how long the system has been operating at a deficit with Mr. Gierok explaining they have never divided up the costs previously.

Commissioner Ashcraft questioned whether or not the City had conducted a study back when it was asked to take over the plant with Mr. Gierok indicating that the plant was constructed as part of the development and it was always planned for the City to assume responsibility of the plant.

Mr. Gierok indicated he was unsure about what occurred then due to not being with the City at that time. He then reviewed the challenges to separating the utilities as follows: 1) Will have to determine what is needed through the state and what is involved in transferring the permits; 2) Additional engineering; 3) Specialized legal expertise; and 4) An agreement would still be needed for the reuse water.

The Commission questioned whether or not an appraisal would still be needed for the eastern plant with Mr. Gierok indicating that probably would not be needed. He explained that most of the expenditures are already separated; however, there are some combined costs that would have to be separated out.

Mr. Carrino confirmed an appraisal would not be required since they would not be selling anything. However, they have to go to St. Johns and the State with the proposal to separate the systems into two separate entities. They would then be able to charge the eastern customers accordingly. He stated that the State would view them as two separate entities and all employees would need to be separate. He commented on the

amount of legal work and engineering that would be required to accomplish the separation.

The Commission questioned if the cost to the City would be cheaper with Option 2 than Option 1 with Mr. Gierok responding that the legal fees would probably be higher for Option 2; however, they wouldn't need the appraisal and they would be able to phase the capital costs. He commented on how the City would have the influx of money from the sale if they went with Option 1.

Attorney Garcia stated her concern with Option 2, if the City tried to separate the two systems, it may be viewed as trying to circumvent the statutory restrictions regarding legislation about what they charge out-of-city residents.

Mr. Gierok presented a copy of an ordinance from St. Johns County under which they did something similar but, in that case, they purchased another system and maintained it as a separate system with two different rate structures. He added that they would need a legal opinion regarding whether or not they could legally separate the systems.

Option 3 - Continue Operating as One Utility for Both Areas

Mr. Gierok reviewed the options for the City if they continue to operate as one utility as follows: 1) Continue to operate as is; 2) Increase the "out-of-town" rates; 3) Allow expansion of users at developer's cost to meet plant capacity; and 4) Allow expansion with consideration for more plant capacity in the future. He reviewed the current revenue for both service areas combined and the recommended rate increases that would be required through 2028.

Commissioner Hawkins asked if the City knows how much the "in town" customers' average is for supplementing out east and do they know what the average bill increase would be to get to break even. He clarified he wants to know how much of the in town bills are being used to supplement the eastern plant and what is the average increase out east that would be required to break even.

Mr. Williams asked to allow them to try and calculate something and get back to them regarding how much of an average water bill is used to offset the eastern plant. Regarding the break even point, he stated that the eastern customers' bills would roughly double. He said overall for the entire system they already are doing better than breaking even.

Vice Mayor Lee questioned how many customers the City has with Mr. Gierok responding 876 users on the eastern plant.

Commissioner Hawkins asked how much the average bill is for the eastern customers.

Nicole Jenkins explained that the eastern plant bills fluctuate with the reclaimed water use.

Mr. Gierok explained that each user is billed for actual reclaimed usage.

Mr. Carrino stated that the residents at Red Tail are using most of the reclaimed water.

Discussion was held regarding how much the in-city residents subsidize the eastern plant with Mr. Williams indicating that on average the in-city residents probably subsidize the eastern plant by about \$75 per year. Commissioner Hawkins expressed concern about "killing" the eastern customers if the rates are increased too much.

Vice Mayor Lee confirmed that any subdivision developed out east would not be annexed until they became contiguous

Mr. Carrino noted the Commission would have to decide if they wanted to waive the annexation agreement for that area.

Mr. Gierok stated that Option 3B is to adjust the out-of-town rates. He indicated that currently they are charged 25% more than City residents; however, it is possible to increase that to as much as 50%. The City would have to petition the state and provide the detail necessitating that increase. He provided the revenue figures if that 50% rate increase were implemented. He noted that would still leave the system with a loss.

Mr. Gierok stated Option 3C would allow the White Rose and Sunterra flows in. He explained they have been in discussions with them but do not have developer agreements for either parcel. He indicated they did include the White Rose flows in the master plan but not the Sunterra. He added that they have determined what would be required to do that. He estimated that the subdivisions could increase by 300 units per year and showed the figures for up to seven years. He indicated that the breakeven point is between 1000 and 1100 units. He explained that the City would have to provide a point of connection and whatever else would be required to move forward.

Commissioner Hawkins asked if it is possible to do a hybrid between B and C.

Mr. Carrino asked if the figures for Option 3C assume that the City is staying at the 25% surcharge or the 50% with Mr. Williams responding that assumed the 125% increase.

Mr. Carrino stated that the City is not involved with any approvals for White Rose or Sunterra but only as the utility provider. He commented that the land use side is Lake County and they would have to decide the appropriate density. He indicated that Mr. Gierok is stating that the City should not have any problem selling its capacity. He added that the next question is whether or not they should be planning for expansion of capacity and growth.

Mr. Gierok explained they have excess wastewater capacity of 681,000 gpd which would serve 2270 units. He stated that the water plant has the operating capacity; however, it would need some plant modifications and the consumptive use permit would need to be modified.

Mr. Carrino noted that all out-of-town customers pays 25% more than someone who is in the City.

Mr. Williams noted that with two separate service areas the City would be able to keep those out-of-town customers that are on the main plant at the 25% surcharge and only increase the surcharge for those on the eastern plant.

Mr. Gierok then detailed what would be needed for SunTerra and White Rose for piping and points of connection. He noted that the SunTerra development was not included in the master plan. He explained that if both developments came in, the break even point would be 1100 units. He confirmed that would be about 3.5 years in the future. He concluded stating that if that is done, then the City is done. Capacity would be full and anyone else asking would be told no, they are at capacity. He asked, if that option is approved, does the Commission want staff to plan for future growth. He indicated that White Rose has to run a 12" main and questioned if the Commission would want to upsize the line to allow for expansion.

Mr. Gierok stated that no answers were required that night. He stated he would like to know the direction so they know what direction to proceed with for further analysis. He noted both Raftelis and Wright Pierce are present for discussion.

Commissioner Hawkins stated that selling the plant would be off the table for him and he cited his concerns with that option.

Commissioner Ashcraft stated it is too complex a decision to make that night. He stated he would like better numbers regarding each option and expressed concern regarding the possibility of septic tanks being in the Wekiva Protection Area. He stated that the City should make the eastern plant profitable or unload it.

Mr. Williams noted that some of the capital projects have changed so the prospect may not be quite as bad as projected.

Discussion was held regarding the anticipated surplus/deficiency for the current year and future years with Mr. Williams commenting on the increases in expenditure costs. He cited the City's Fund Balance and commented on how that has been utilized.

Vice Mayor Lee expressed concern regarding increasing the eastern plant users too much but did not like in-city residents paying for the eastern plant. She stated they need to balance the cost and asked to get more figures regarding the various options. She agreed they can't keep losing \$850,000 per year on the eastern plant.

Commissioner Hawkins expressed support for a hybrid of Options 3B and 3C with Mr. Gierok indicating they could get those figures.

Commissioner Ashcraft asked if there is a percentage of the rate increase to fund the deficit with Mr. Williams stating that the rate increase doesn't really address the deficit. He said to do that, while keeping everything else the same, would require raising all of the users rates significantly.

Mayor Holland commented it is one of the hardest decisions they've had to make. He added that they cannot continue to operate at a deficit. He noted they previously discussed reducing the growth rate; however, if they choose not to serve the area they would be looking at wells and septic tanks in an environmentally sensitive area. He indicated this may need to be discussed as part of the joint meeting with Lake County. He suggested that staff allow the Commission to take more time to look at the information and then they can discuss it further at the next meeting. He encouraged the Commissioners to contact Mr. Gierok with any questions.

Mr. Gierok indicated that he and the consultants would work together to try and further define the figures to truly evaluate the options and determine more of the legal fees that would be required. He stated he thought it could be done as part of a regular Commission meeting, not another workshop.

Mayor Holland commented on the amount of the loss, plus the losses the City is experiencing at the cemetery, and emphasized the City needs to at least break even. He noted the presence of developers in the audience that may be concerned about projects that are on hold. He asked what staff needs from the Commission.

Mr. Carrino asked Attorney Garcia what exposure the City would have if it continues with negotiating utility agreements and the Commission decides to not move forward with those agreements.

Attorney Garcia stated it would depend on how the agreement is worded. She indicated they could craft an agreement that would encompass that. She noted that additional developments could help reduce the cost to maintaining the eastern plant.

Mr. Carrino acknowledged the City has an existing plant that is operating at well below capacity. Bringing on more customers would bring the City closer to break even. He asked if the Commission wants to continue to consider utility agreements with developers while staff is working to compile the additional data regarding the various options.

It was suggested they wait until after the joint meeting to make that determination with Mr. Carrino noting that the purpose of the joint meeting is for discussion on the Thrill Hill development, not the White Rose and SunTerra developments. However, the County's intent for growth in that area could be included.

Attorney Garcia asked if the Commission wants developers to attend the joint meeting with Mayor Holland noting that it is a public meeting.

2. ADJOURNMENT: 7:05 P.M.

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

CHRISTINE HALLORAN
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



MINUTES

City Commission Meeting

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

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: COMMISSIONER GARY ASHCRAFT

CALL TO ORDER: 6:01 P.M.

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

PRESENT: Commissioner Gary Ashcraft, Commissioner Christine Cruz, Vice Mayor Emily Lee and Mayor Michael Holland

ABSENT: Commissioner Willie Hawkins

1. AGENDA UPDATE

Tom Carrino, City Manager, announced that due to a noticing issue the Local Planning Agency meeting was not held; therefore, staff is requesting that Ordinances 24-35, 24-36 and 24-37 be rescheduled to October 17th.

2. APPROVAL OF MINUTES

September 11, 2024 City Commission Special Meeting

Motion made by Vice Mayor Lee, Seconded by Commissioner Ashcraft, to approve the Minutes. Motion passed on the following vote:

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

3. PRESENTATIONS

3.1 Police Department Swearing-in of New Officers

Police Chief Craig Capri swore in new officers Mekeshia Johnson and Manuel Santos. Officer Johnson was pinned by her mother and Officer Santos was pinned by his daughter.

Chief Capri commented on the Eustis Police Department and how they work to keep the community safe.

Mayor Holland recognized Elena Pasek, a member of the Chief's command staff. He congratulated the new officers and expressed pride in the overall department.

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

Mr. Carrino invited representatives of Lake Cares to address the Commission and then their award check would be presented.

Kelsey Gonzales, Executive Director for Lake Cares, introduced Lucy Hoeffner, their Director of Development. She provided a brief overview of Lake Cares work over the past year and cited the number of Lake County and Eustis residents served by the organization. She cited some of their programs and partner organizations including Forward Paths, Meaningful

Milestones, Alee Academy, Eustis Heights Elementary, Lifepointe Church, Public Services which include Vice Mayor Lee and 182 Publix volunteers, Agape House and WIN-1 Ministries. She commented on changes to their intake process to serve more clients faster. She commented on the progress on their new facility and thanked the City for its support.

Mayor Holland noted that Commissioner Hawkins also sits on their board.

Vice Mayor Lee commented on her involvement in the pantry days and the abundance of food provided.

Mr. Carrino presented Ms. Gonzales with their grant award check.

3.3 Organizational and Event Support Grant to LovExtension, Inc.

Linda Krupski from LovExtension expressed appreciation for the support they have received from the City of Eustis. She expressed thanks to the Eustis Police Department, Eustis Fire Department, Commissioners and staff members for assisting them with their food drives. She provided an overview of their programs and activities and cited the following partnerships Bay and Lake Pharmacy, Paws Therapy Group, FBCU Ladies Group, the lower school at Montverde Academy, the Littlest Bake Shop, and Unitarian Universalist Church. She commented on the program to turn plastic grocery bags into benches. She stated that the organization between October 2023 and September 2024 spent \$20,576 at the Hometown Market due to a Covid grant received in 2023 with a total spent in 2023 at Hometown Market of \$53,100.75 for fruits and vegetables.

Mr. Carrino presented the check to Ms. Krupski.

Mayor Holland and the Commissioners thanked Ms. Krupski for all they do to support the community.

4. AUDIENCE TO BE HEARD

Bryan Broomfield indicated the work on Grove Street is inconvenient to residents. He asked why it was not planned to be done after hours. He asked the City to consider fixing the manhole covers as part of the project.

George Asbate commented on vacant land costs and concerns of citizens regarding increased growth. He asked for a short term hold on new development until the City updates its building guidelines to guide the City's future growth. He asked for growth focused on the Strong Towns model and America in Bloom mindset. He asked that it be placed on a Commission agenda in the near future.

Mayor Holland asked when the report would come back from Kimley Horn with Mr. Carrino indicating that it was originally intended to be on that night's agenda. He explained that there are some concerns regarding the legality of what the City can regulate regarding the design of single-family homes. He stated staff is working with Kimley Horn, the City Attorney and Development Services staff to address those concerns. He indicated that it is planned to be brought back to the November 7th Commission meeting. He further explained that the City can regulate items such as lot width, setbacks, landscaping such as where it happens, and certain street elements. The City cannot require the use of certain materials in single family homes nor the use of certain types of roofing materials. He stated they want to avoid the "cookie cutter" look and Kimley Horn is working on those requirements that will help do that and some optional design guidelines that the City could adopt but would not be mandatory. He added that they can get valuable input from the Commission on November 7th on how to move

forward. He indicated that they could have discussion at that time whether or not a short hold would be appropriate.

Vice Mayor Lee asked if it would include a discussion about reducing the maximum dwelling units from five units to three.

Mr. Carrino stated it would be less about the density number since you can have a bad design at three units per acre as well as at five units per acre. He indicated the intent is to adopt design elements which would get a good design rather than restricting just the density. He added that there could be some Bert Harris issues if you change a property from five units to three units per acre.

Commissioner Cruz asked why the discussion is being postponed to November 7th rather than the October 17th meeting with Mr. Carrino responding that the consultant would be out of the country and not available on October 17th.

Commissioner Cruz asked if overlays would be part of that discussion with Mr. Carrino indicating staff would be discussing overlays with the City Attorney as a separate matter. He stated they have not discussed overlays with Kimley Horn. He added they are concentrating on the Suburban Residential future land use category which would apply to all SR properties in the City. He explained they are not regulating specific properties but would be regulating the land use category.

Commissioner Ashcraft asked if the state says the City can't regulate garages with Mr. Carrino responding that the state has said that the City can't tell someone if the garage should be a primary element or recessed. Cities can't state where the garage should be in relation to the front of the home. He confirmed with the City Attorney that what he said was accurate.

Attorney Garcia added that it also concerns the orientation of the garage and location of windows, doors and other aspects. She offered to provide a copy of the statute to the Commission. She noted that there are separate historic preservation guidelines. She indicated she would prepare a comprehensive response for the Commission to consider. She added that it is brand new legislation and the state is providing little guidance regarding the new legislation.

Mayor Holland commented on the need to work with the state legislature and expressed concern regarding the Live Local Act.

5. CONSENT AGENDA

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

5.2 Resolution Number 24-78 JAGD Grant Ballistic Helmet

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

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

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

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

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

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

Commissioner Ashcraft asked to pull Item 5.4 (Resolution Number 24-81) with Mayor Holland suggesting they discuss the item and then they could possibly move forward with voting on the entire Consent Agenda.

Commissioner Ashcraft asked why the City isn't sending the utility bills by email with Mr. Carrino responding that people have to opt in to electronic billing. He indicated that mail is the default billing method and noted there are customers that still do not have computer accessibility.

Nichole Jenkins, Customer Service Manager, reported that email billing has been available for over three years; however, there is no incentive. She commented on the recent increase in electronic billing and noted that whenever someone calls to complain they didn't receive their bill, the first thing staff does is recommend they sign up for electronic billing.

Commissioner Ashcraft asked about providing an incentive for signing up for electronic billing with Mr. Carrino responding staff could look at the total cost for postage, envelopes and staff time and try to put a number on mailing out the bills. After that, staff could look at implementing an incentive.

Discussion was held regarding the need to reduce costs, being more environmentally friendly, providing some type of incentive and possibly having the default be the electronic billing and people would have to request to receive a paper bill. Lori Carr, Finance Director, noted that the City still needs to recoup the costs for postage. She noted they have reduced some costs due to having the collection department instead of sending out collection notices. It was noted the number of existing customers that have not embraced technology.

Commissioner Ashcraft agreed to leave Resolution Number 24-81 on the Consent Agenda.

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

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

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 SECOND READING

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

Sasha Garcia, City Attorney, read Ordinance Number 24-38 by title on second and final reading. An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, approving a conditional use permit for an accessory dwelling unit to an existing single-family residence in the Suburban Residential (SR) future land use district on approximately 0.2 acres located at 514 East Washington Avenue.

Attorney Garcia opened the public hearing at 6:45 p.m. There being no public comment, the hearing was closed at 6:45 p.m.

Motion made by Commissioner Ashcraft, Seconded by Commissioner Cruz, to adopt Ordinance Number 24-38 on final reading. Motion passed on the following vote:

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

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

Ordinance Number 24-35 – Voluntary Annexation

Ordinance Number 24-36 – Comprehensive Plan Amendment

Ordinance Number 24-37 – Design District Assignment

FIRST READING

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

6.3 FIRST READING

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

6.4 FIRST READING

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

Ordinance Numbers 24-35, 24-36 and 24-37 were removed from consideration.

7. FUTURE AGENDA ITEMS AND COMMENTS

7.1 City Commission

Commissioner Cruz reported on a tour she took of Florida Buddha Camp, which is dedicated to Japanese arts and culture. She noted they have a Joy ambassador who comes from Japan and stays in the City for two years whose purpose is to teach Japanese arts, culture and language. She asked for a presentation from them be on a November agenda. She commented on the amount of downtown construction and safety improvements to the intersections. She expressed support for the City to work toward a zero-incident rate for bicyclists and pedestrians. She noted that public safety is already working on that and asked that the Commission make a commitment to that as well which could provide additional support for grant applications and project requests. She stated the actual program is called Vision Zero which is a national program.

Commissioner Cruz then reported that she spoke with FWC who would like to come and provide a demonstration on some of their boating safety programs. She expressed support for working with them on boating safety. She asked that the City also look at some of its purchasing thresholds and establishing standard operating procedures for large emergency purchases.

Mayor Holland indicated staff is already working on that and asked Mr. Carrino for an update.

Mr. Carrino noted that was discussed during the budget workshops. He reviewed the current thresholds and indicated that staff has been researching that issue and the plan is to bring it to an upcoming meeting for discussion and then bring back an ordinance to make the changes.

Commissioner Cruz congratulated 10-year-old Bella Carter who placed first place in the Junior World Wakeboard Championships in Australia. She noted that her parents own Carter Ace Hardware. Mayor Holland indicate they could invite her to an upcoming meeting to present her with an award in recognition of her accomplishment.

Commissioner Cruz requested an update on the Rails to Trails project. Mr. Carrino responded that the Commission had approved as part of the budget some funding for a feasibility or siting study. He explained they need a consultant to help determine a location for the trail. He indicated that CSX may be more receptive since they have had a leadership change. He explained that staff would need to contact the local partners to discuss - Tavares, Umatilla and Lake County - regarding the North Lake Trail and then they could bring it back to the Commission.

Commissioner Cruz announced that Clean up Eustis would be held Saturday beginning at 9:00 a.m. in Ferran Park.

Commissioner Ashcraft asked for an update on the maintenance of the railroad right-of-way. Mr. Carrino indicated that the City cannot force them to maintain the ROW; however, the railroad has said they would grant the City access so the City can maintain it if they want. He commented on the City winding up doing work that is other agencies responsibility.

Commissioner Ashcraft then commented on the use of E-Bikes. He noted one he saw riding on the sidewalk in excess of 35 mph. He questioned whether or not that is allowed. He then announced that the EHS Homecoming would be that weekend and encouraged everyone to support the high school and its athletic programs.

Vice Mayor Lee reported on the City team's trip to Ohio for the 2024 America In Bloom Conference. She noted they were nominated for three categories and won for one of those. She stated that the team would provide a presentation to the Commission on November 7th. She stated that those cities that won had the entire community involved. They presented a short video to help begin the discussion and increase awareness.

The Commission discussed the need for more City pride with Vice Mayor Lee commenting on the need to acknowledge the City volunteers. She expressed support for including the America In Bloom ideas into some of the development guidelines.

Commissioner Cruz noted that Lake County tracks volunteers and suggested the City could perhaps use that software to help track volunteers.

7.2 City Manager

Mr. Carrino stated that the Master Plan Community Meeting has been tentatively scheduled for Thursday, November 14 at 5:30 p.m. He reminded the Commission that it is not a Commission meeting but is for the consultant to present the draft plan to the community. He indicated that the Commission cannot participate but they could attend and hear what the community comments are. He added that will be held at the Eustis Women's Club.

Mr. Carrino then noted the Kimley Horn presentation would be November 7th and asked what time they wanted it to start. It was agreed to begin that workshop at 4:30 p.m.

Mr. Carrino indicated he would be out of town the week of Thanksgiving and would probably not be reachable. He requested Commission consensus that Miranda Burrowes would be Acting City Manager during that time.

Mr. Carrino congratulated Miranda Muir on her promotion to Department Director over Events and Communications. He announced that the October 4th First Friday event would be Fire Trucktober.

7.3 City Attorney: None

7.4 Mayor

Mayor Holland commented on the EHS Homecoming and encouraged everyone to attend and show their support for the high school and the players. He commented on the lack of attendance at the games. He cited the lack of parental and community support for the education system as the fault with the education system. He then noted that the high school association has allowed high school players to be paid which has affected the small town schools, such as Eustis. He praised the City workers and asked everyone to keep the two Eustis firefighters in their prayers who are assisting with the cleanup and recovery up north.

8. ADJOURNMENT: 7:09 P.M.

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

CHRISTINE HALLORAN
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



MINUTES

City Commission Meeting

6:00 PM – Thursday, October 17, 2024 – City Hall

INVOCATION: LORENZO HAGINS

PLEDGE OF ALLEGIANCE: COMMISSIONER CHRISTINE CRUZ

CALL TO ORDER: 6:02 P.M.

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

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

1. AGENDA UPDATE

Tom Carrino, City Manager, indicated they were adding a brief presentation on the storm wrap-up and indicated there did not appear to be a representative of Trout Lake Nature Center present.

Mayor Holland stated they could either move the presentation to the end of the meeting if a representative came or the presentation could be rescheduled for the next meeting.

2. APPROVAL OF MINUTES

September 5, 2024 City Commission Meeting
September 19, 2024 City Commission Meeting

Motion made by Vice Mayor Lee, Seconded by Commissioner Ashcraft, to approve the Minutes.

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

3. PRESENTATIONS

Report on cleanup and wrap-up from Hurricane Milton

Mr. Carrino reported 125 tasks were generated as a result of the storm including items such as damaged structures and downed trees. He indicated there were approximately two remaining. He thanked the City's staff for their assistance. He announced that Public Works has collected 993 piles of debris so far, replaced 110 damaged sign posts and resolved other issues. He cited two damaged light poles and damage at the cemetery. He commented on infrastructure damage including lift stations and utility building damage totaling just over \$100k. He indicated staff is still working on damage to other City facilities. He announced that Waste Management will pick up some of the storm debris a little at a time if it is packaged per their contract. He indicated that the remaining storm debris will be picked up by City crews and does not need to be packaged according to the solid waste contract.

Chief Swanson explained that tasks are known as "missions" and are tasks that are beyond the ability of City crews to do such as trees on power lines. He explained how those are handled and indicated they are mostly completed. He further explained that their goal is to make the roads passable and safe for traffic not to clear all of the storm debris. He indicated

that some members of the public are taking issue with that but the goal is safety not clean up of the debris.

Commissioner Ashcraft asked about reimbursement from FEMA. Chief Swanson responded affirmatively and explained the need for damages to meet a specific threshold with Lake County for reimbursement and they should hear shortly that they are a disaster area. He added the County may not meet the threshold; however, the Astor area damage assessments are still coming in.

Mr. Carrino noted City staff has been logging all activities on the FEMA 214 form so they can be submitted for reimbursement, if the area meets the threshold.

Vice Mayor Lee thanked the Fire Department for the sandbags and cited the community camaraderie among the residents getting their sandbags.

Commissioner Cruz asked about an expedited project worksheet that was supposed to be distributed by the state according to Governor DeSantis which is supposed to help to pay for some of the debris removal. Chief Swanson confirmed that comes from the County from the EOC. He explained that whatever county is hurt the worse would get priority on the funding.

Commissioner Ashcraft asked if the City expects an influx of permit applications and if the City has a process for that with Mr. Carrino explaining the City does have an expedited process where they can begin emergency repairs and contact the City after the fact. He noted the City does have contracts that would allow it to bring in extra staff to deal with the influx. He added that, if the City does not get FEMA funds to reimburse for that, the Building Department is an enterprise fund and the money collected from permit fees could be used to fund the additional personnel.

Commissioner Cruz asked if those funds can be used to help Code Enforcement to make sure building permits were applied for properly. Mr. Carrino responded that there are state regulations on the use of the building permit fees.

Commissioner Hawkins asked if the City should have a conversation about flood plains and if there are any changes to noticing to the residents. He expressed concern regarding the amount of flooding and cited how the County has changed some things and residents were not aware of that.

Mr. Carrino responded that he did not know if the City can go to someone about an existing structure and tell them they have to do something to their property due to a change in the flood plain.

Commissioner Hawkins explained that he wants to know if the County changes the flood plain does the City know about it.

Commissioner Ashcraft explained that anytime someone purchases a home, the title company determines if the property is within a floodplain and then they are required to purchase flood insurance.

Discussion was held regarding how changes to the floodplain maps are enacted and how residents are informed about any changes with Mr. Carrino indicating staff could contact the County and the Property Appraiser to find out how often the maps are changed. He noted that an individual property owner can petition to have their status changed.

Mayor Holland commented on an instance with someone whose home was impacted and their home previously was not in a floodplain; however, the map was changed and the home owner was not notified of that change and they did not have the opportunity to obtain flood insurance.

Discussion was held regarding how residents could be informed about floodplain change Mr. Carrino indicating that the City could sent out a notice telling residents to check their status and telling them how to do it. It was suggested that notice be also placed on the City website.

Vice Mayor Lee emphasized the need to make sure all City storm drains are cleared prior to storms to help reduce flooding.

Commissioner Cruz asked if the City could ask other agencies that are within a certain distance of the City to contact the City if there is a change to the floodplain.

Chief Swanson suggested that they add to the Emergency Management Plan that the current floodplain maps be reviewed annually.

Mr. Carrino noted that the flood plain maps are updated through the federal government and there may not be a way to require them to notify the City of any changes.

Commissioner Cruz suggested that the City ask the Army Corps of Engineers to add local notifications to their standard operating procedures.

The Commission asked if there is anything within the City’s code that addresses floodplain issues with Mr. Carrino responding that the Building Official does enforce floodplains. He indicated that the City primarily defers to the St. John’s River Water Management District.

The Commission asked if the City sets its own threshold with Mr. Carrino indicating that the City is not more restrictive than the federal agencies or St. John’s.

Mayor Holland and the Commissioners commented on how well all the City departments worked together during and after the storm.

Organizational and Event Support Grant Presentation to Trout Lake Nature Center

Cathie Catusus, President of Trout Lake Nature Center, and Joanne Hart-Rittenhouse, Secretary, thanked the City for its support.

Mayor Holland thanked Ms. Catusus and Ms. Hart-Rittenhouse for all of their hard work for the community.

Commissioner Hawkins presented them with a check for \$4250.

4. AUDIENCE TO BE HEARD

Jacqueline Lucas stated her questions had already been answered.

Blake Griswold expressed concern regarding possible flooding that may occur following construction of the new Pine Meadows subdivision and who would be responsible for any additional flooding.

Mr. Carrino stated that the developer and then the HOA will be responsible for maintaining the stormwater facilities such as the culverts, piping and retention ponds. If there is damage to the road, it will be either the City or the County depending on the section of road affected.

Mr. Griswold noted previous flooding on the site with Mayor Holland indicating the project should have already gone through engineering review.

Mr. Griswold commented on water already on site with Mr. Carrino indicating the property is under construction so the stormwater facilities are probably not functioning as intended yet.

Gail Isaac-Thomas commented on the comedy show held Saturday night at the Hideaway. She announced the next show would be held December 28th. She expressed thanks to Sam

Brinson for his help with the Golden Seniors. She asked for the City to provide funding for breakfast for the group and allow Ms. Barbara to retire. She indicated she had been cooking for the Golden Seniors for over 20 years. She thanked City staff for their work cleaning up the City.

Cindy Newton suggested the City consider changing the regulations regarding what is built in a flood plain. She commented on a recent FEMA change that went into effect. She explained that Lakes of Mount Dora asked for a review and FEMA looked at a larger area and changes were made in the floodplain. She stated that Eustis was included in the review but was not notified due to recent annexations not included on the GIS map. She offered to provide to the City a copy of that revision. She added that they can also go on the FEMA website and see what is in process and can make comments. She noted that the County's GIS map also shows what properties are in floodplains.

Charles Newton addressed the Commission regarding the school zone cameras. He stated his support for the cameras. He indicated he received a ticket through the cameras at a time when the school zones lights were not flashing. He expressed concern that the flashing lights are not synced with the cameras. He stated he addressed his concern with Chief Capri who indicated he would take care of the ticket. Mr. Newton requested that he receive something in writing to that effect.

Chief Capri explained he contacted the company and they are working to synchronize the lights and camera and the company has already voided the ticket.

5. CONSENT AGENDA

5.1 Resolution Number 24-86: Panasonic Toughbook Computer Lease for Police and Fire Departments

5.2 Resolution Number 24-87: Approval of Purchase in Excess of \$50,000 for GovWell Software and Support

5.3 Resolution Number 24-88: Accepting a Lift Station Easement Within Johnson's Point Townhomes Subdivision

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

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

6. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

6.1 Resolution Number 24-80: Utility Easement Harbor Island Villas

Sasha Garcia, City Attorney, noted there was a change to Resolution Number 24-30 due to a prior version of the resolution being uploaded to the agenda. She indicated it was not a substantive change; therefore, they could proceed with considering the resolution. She read the corrected Resolution Number 24-80 by title: A Resolution of the City Commission of the City of Eustis, Florida; declaring a public hearing to consider an application to vacate a portion of a plat subdividing land pursuant to Section 177.101, Florida Statutes, and the Land Development Code, more specifically vacation of a sixteen foot by twenty-five foot wide utility easement located on property at 7 Forest Lane (also referred to as Lot 4, Block 2, Harbor Villas Subdivision, as recorded in Lake County Plat Book 25, Pages 16 and 17).

Mike Lane, Development Services Director, explained the location of Harbor Island Villas subdivision. He noted the subject lot is stair stepped above Forest Lane and the plat recorded in 1980 does not show Forest Lane and the house was built in 1987. He stated that the surveyor made a note on the plat that "the front 25 feet of all lots are subject to an easement for ingress, egress & utilities". He provided a map that shows how Forest Lane meanders over the lots. He explained that when the owner of 7 Forest Lane tried to sell his property the boundary survey shows the note from the plat and the easement. However, his garage is located within the 25 feet, which is causing him difficulty in selling the property.

The Commission questioned how they were able to get a building permit with Mr. Lane explaining that the placement of the road contributed to the problem. He further explained that the owner's actual survey does show that there is an underground electric line on his property. The water main easement does actually show on the edge of Forest Lane. The sanitary sewer also shows on the same location as the water main on the north side. On Lot 4, there is also a sewer easement on the back side of the property. He provided a photograph with an overlay showing the location of the electric, water and sewer lines.

Mr. Lane presented a map showing the location of the garage and the specific legal description for the garage.

The Commission confirmed that the City would not ever need to utilize that easement in that location and further questioned how the error occurred with Mr. Lane noting that it could be termed a scrivener's error and noted other lots that may also be affected. He explained that those can't be acted on at that time due to not having their specific boundary surveys.

The Commission suggested reaching out to the other properties regarding the issue and making sure there is something in the system that would alert future staff about the issue with Mr. Lane indicating there is not a way in Edmunds to flag that information. He added that he could contact the affected property owners. He noted that staff has reached out to the other utilities to confirm there is nothing in the easement and stated staff's recommendation for approval.

Ms. Garcia opened the public hearing at 7:01 p.m. There being no public comment, the hearing was closed at 7:01 p.m.

Motion made by Commissioner Hawkins, Seconded by Commissioner Ashcraft, to approve Resolution Number 24-80. Motion passed on the following vote:

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

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

- Ordinance Number 24-35: Voluntary Annexation
- Ordinance Number 24-36: Comprehensive Plan Amendment
- Ordinance Number 24-37: Design District Assignment

FIRST READING

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

Attorney Garcia read Ordinance Number 24-35 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Florida, voluntarily annexing approximately 0.34 acres of

real property at 2505 E. Orange Avenue, Alternate Key Number 1443270, on E. Orange Avenue and Cricket Hollow Lane, North side of E. Orange Avenue.

Jeff Richardson, Deputy Director of Development Services, reviewed the request for annexation and the requested future land use and design district designations. He indicated the current land use designation is Urban Medium in Lake County and the requested land use designation is Residential Office Transitional (RT) with a design district of Suburban Corridor. He explained the allowed uses between the Urban Medium and RT designations. He explained staff's review of the request and indicated the request is consistent and compatible with the surrounding uses and expressed staff's recommendation for approval.

Commissioner Cruz questioned whether the existing parking would suffice for the allowed density with Mr. Richardson responding that at .34 acres they couldn't get much more density on the site.

Attorney Garcia opened the public hearing at 7:06 p.m. There being no public comment, the hearing was closed at 7:06 p.m.

Motion made by Commissioner Ashcraft, Seconded by Vice Mayor Lee, to approve Ordinance Number 24-35 on first reading. Motion passed on the following vote:

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

6.3 FIRST READING

Ordinance Number 24-36: FLUM for Parcel located at 2505 E. Orange Avenue with Alternate Key Number 1443270

Attorney Garcia read Ordinance Number 24-36 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida, amending the City of Eustis Comprehensive Plan pursuant to 163.3187 F.S.; changing the future land use designation of approximately 0.34 acres of real property at Alternate Key Number 1443270, on E. Orange Avenue and Cricket Hollow Lane, north side of E. Orange Avenue from Urban Medium in Lake County to Residential/Office Transitional in the City of Eustis.

Attorney Garcia opened the public hearing at 7:07 p.m. There being no public comment, the hearing was closed at 7:07 p.m.

Motion made by Commissioner Ashcraft, Seconded by Vice Mayor Lee, to approve Ordinance Number 24-36 on first reading. Motion passed on the following vote:

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

6.4 FIRST READING

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

Attorney Garcia read Ordinance Number 24-37 by title on first reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; assigning the Suburban Neighborhood design district designation to approximately 0.34 acres of real property at Alternate Key Number 1443270, on E. Orange Avenue and Cricket Hollow Lane, north of E. Orange Avenue.

Attorney Garcia opened the public hearing at 7:07 p.m.

Mr. Richardson announced that he had determined that the title of the ordinance was wrong it should have read Suburban Corridor not Suburban Neighborhood.

Attorney Garcia indicated it would have to be re-advertised and reheard on first reading.

Discussion was held regarding how to handle the situation and how to keep all of the ordinances together.

Attorney Garcia announced for the public that Ordinance Number 24-37 would be re-advertised and heard on first reading on November 7th and the related ordinances would be postponed to November 21st so all three ordinances would be heard on second reading on November 21st.

Motion made by Commissioner Ashcraft, Seconded by Vice Mayor Lee, to re-advertise Ordinance 24-37 for first reading on November 7th and to postpone Ordinances 24-35 and 24-36 to November 21st for second reading. Motion passed on the following vote:

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

7. OTHER BUSINESS

7.1 Discussion on Reconsideration of Resolution Number 24-41: Approving a Site Plan with Waivers for a Self-Storage Facility at David Walker Drive and Huffstetler Drive (Alternate Key Number 3853069)

Mr. Carrino cited the City Commission's Rules of Order regarding the reconsideration of denied agenda items. He explained that the Commission actually took no action when the subject item was first presented. They have since made changes to the site plan and presented evidence that there are no issues with the visibility at the corner and they have provided proof of the cross-access easement. He explained that the Rules of Order require the Commission to agree to rehear an item or they have to wait nine months for the consideration. It was confirmed that the item was not acted on the first time; however, it was denied on a 3 to 1 vote the second time.

Discussion was held regarding the changes they made between first and second hearing and whether or not to rehear the application.

Discussion was held regarding how to regulate the mix of uses allowed in the City and how to restrict the number of self-storage units in the City with Mr. Carrino indicating that will be one item of discussion on November 7th.

CONSENSUS: It was a consensus of the Commission to allow the item to be placed back on the agenda for consideration.

Mr. Carrino indicated that staff would bring it back as soon as possible; however, it might not make the November 7th agenda due to advertising requirements.

7.2 Discussion of CRA Priorities

Mr. Carrino cited the presentation provided by Horace Jones, regarding the Eustis Housing Authority proposed community building. He indicated the discussion was prompted by that presentation. He provided an overview of the FY24-25 CRA budget less anything related to the Waterman properties. He stated that there is approximately a \$300,000 surplus with the plan for those funds to be utilized for future projects. In FY23-24, the reserve for future projects was \$1,860,000. He explained that does not include the \$300,000 which is the projected surplus for FY24-25.

Mr. Carrino reviewed a list of projects, anticipated expenses and related issues as follows: 1) Bay Street drainage for \$145,000; 2) Ferran Park seawall for \$975,000; 3) Street Rehab - \$50,000 to \$70,000 annually; 4) Sidewalks and Plantings - \$45,000 to \$70,000 annually; 5) Palmetto Plaza shade structure, additional parking and tot lot - \$469,000; and 6) Carver Park Basketball shade structure - \$400,000. He noted that discussion has been held regarding allocating the basketball shade structure funds to an indoor facility.

Mr. Carrino cited the housing rehab project which was originally budgeted at \$250,000 and administered by Lake Community Action Agency. Approximately \$60,000 was leftover and was supplemented by another \$40,000 in new money for \$100,000 in FY 24-25. He discussed the former Waterman Site Debt which will be dependent on any development agreement. He explained how that might vary depending on the agreement. He stated that approximately \$2,600,000 will be due in FY 24-25 and the City will need to refinance that unless the property is sold which would take care of the debt. He stated they are working with the redevelopment partner on an agreement for the site. He added that the final agreement may need some type of incentives and explained what that might look like.

Mr. Carrino commented on possible investments that may be needed as part of the Master Plan. He cited a number of possible improvements to be done in Ferran Park as part of the Master Plan. He then reviewed a number of potential upcoming projects, including Tour Boat Improvements, Housing Authority Community Building, Educational Facility and Recreation Expansion/KTE Facility. He indicated that staff is moving forward with creating a Carver Park recreation master plan and cited those items included in that. He confirmed that may include meeting space. He commented on the public input session held in 2022 and reviewed the results from that session.

7.3 Follow-Up Discussion on Eustis Housing Authority Community Building

Horace Jones, Executive Director of the Eustis Housing Authority, explained that the EHA has been planning for their community building for three years. He stated that phase one is the laundry facility and is already underway. The second phase would be the community center and that is what he has requested City funding for. He indicated that the total cost for the second phase is \$720,000. He added that they are requesting \$350,000 from the CRA to complete the second phase with the remainder being through CDBG funds. He provided an overview of what would be included in the community center.

The Commission asked if the community center would be open to the general public with Mr. Jones responding that all of the use regulations have not been finalized. He indicated that the Board of Directors would have to consider that.

The Commission asked how many residents are at the complex with Mr. Jones responding they have 116 units so the total residents is probably double that.

The Commission asked how the community center would benefit the rest of the CRA district with Mr. Jones responding it would give them an opportunity to have a place they can go to have meetings or other events.

The Commission asked if there would be a charge for that with Mr. Jones stating that would be decided by his Board of Directors.

Commissioner Cruz stated that, if the \$350,000 is coming out of CRA funds, then it should have to benefit the entire CRA.

Vice Mayor Lee indicated her concern that they do not have sufficient information in order to make a decision such as will there be a fee and who will be allowed to use it.

Commissioner Hawkins expressed concern and recommended that Mr. Jones have individual conversations with the rest of the Commission regarding the Choice Neighborhood program and whether or not the \$350,000 would be better applied to that program.

Mr. Jones expressed support for holding a workshop to discuss the issues.

Commissioner Ashcraft commented on the possibility of including a community center in the Carver Park master plan and indicated that might fill the need rather than having duplication of services.

Discussion was held regarding a workshop with Mr. Jones noting that they would be applying for the Choice Neighborhood grant with an initial amount of \$500,000 but they could be awarded up to \$50 million.

CONSENSUS: It was a consensus of the Commission to schedule a workshop to discuss the community center and the Choice Neighborhood program. It was recommended that Mr. Jones bring back information from his Board regarding any fees that would be charged and who could use the facility.

Mr. Jones indicated he would want to have his consultant present so it was agreed he would have to see when his consultant could attend. It was agreed that it would need to be a stand alone workshop rather than prior to a Commission meeting.

Mr. Carrino noted the LDR workshop would be on November 7th and reminded the Commission that the Master Plan community meeting would be November 14th at 5:30 p.m. at the Eustis Women's Club.

It was agreed that it should be a standalone workshop and discussion was held regarding what else might be discussed at the workshop including the Palmetto Plaza shade structure.

Commissioner Hawkins commented on there being some opportunity for new businesses. He presented a photograph of a dilapidated home in which a family with children is living. He stated he would like to make sure that when they have the CRA discussions that it is not just about the downtown but is also about the neighborhood. He commented on the high cost of renovating a home to make it livable. He added they have to help those that can't help themselves.

7.4 Purchasing Threshold Discussion

Mr. Carrino noted the presence of Purchasing staff members and cited the staff report which explains the City's purchasing thresholds. He explained that discussion was held during the budget workshops, and since then, about the need to look at the City's purchasing thresholds and the best way for the City to be able to take advantage of specific purchasing opportunities. He stated, in the packet, there is information regarding what other cities do and provides some draft language for the handling of unique purchases that don't fit into the purchasing process. He asked for comments from the Commission and stated staff's recommendations for increasing the thresholds to \$5,000 and \$75,000 and the handling of unique purchases. He provided an overview of how the process works including verbal quotes, written quotes and formal bid process.

Discussion was held regarding the possibility of increasing the thresholds, the handling of unique purchases and purchasing of already budgeted items.

Discussion was held regarding how slowly the purchasing process may work with Mr. Carrino indicating that they have recently expanded the purchasing department staff to help streamline the process.

CONSENSUS: It was a consensus of the Commission for the thresholds to be increased \$5,000 and \$100,000 and for the addition of some discretion for the City Manager for immediate purchases that would save the City money.

Commissioner Cruz asked to have purchases be placed on the website for transparency purposes with Mr. Carrino indicating staff can look into that.

7.5 City Manager's Annual Evaluation

Karen Crouch, Human Resources Director, discussed the City Manager evaluation process and presented a salary comparison with surrounding cities. She noted that City employees received a 5% increase plus a \$1000 bonus. If the City Manager were to be provided the same increase, his salary would increase from \$179,080 to \$189,034.

Commissioner Ashcraft expressed concern that he did not get to meet individually with Mr. Carrino.

Vice Mayor Lee asked for a comparison with the other cities with Ms. Crouch indicating the following salaries: Clermont - \$196,560; Leesburg - \$239,661; Mount Dora (who is the newest in the area) - \$183,195; and Tavares - \$213,740.

Discussion was held regarding the individual meetings with Commissioner Hawkins noting he met with Mr. Carrino a month prior. Mr. Carrino offered to hold off until he had met individually with all of the Commissioners.

Discussion was held regarding increasing Mr. Carrino's salary to higher than \$189,000 with Mr. Carrino indicating he would prefer not to receive more than the other City employees.

Vice Mayor Lee complimented Mr. Carrino on the great job he has been doing and how well he communicates with the Commission. She emphasized her belief that he is worth more.

Commissioner Cruz indicated she has additional questions that she would send to Ms. Crouch later.

Commissioner Hawkins commented that Mr. Carrino oversees a city that does a lot with a little. He cited how well he works to keep the City in the black. He stated his belief that Mr. Carrino does a tremendous job and how well he communicates with all of the Commissioners. He agreed that he deserves more but would stick with what Mr. Carrino desires.

Ms. Crouch recommended that any raise be retroactive to October 1st as was the other City employees' raises.

Mayor Holland commented on how he has the opportunity to see how other city managers operate and how early Mr. Carrino comes to work each day. He cited how he attends all of the City events and how he interacts with all of the City's employees. He expressed support for moving forward with giving him the 5% plus \$1,000.

Commissioner Hawkins commented on how well the other employees speak about Mr. Carrino.

Commissioner Cruz asked about adding a part-time assistant for Mr. Carrino with Mr. Carrino commenting on how he and the new Deputy City Manager are working together and still figuring out how things will work. He indicated there is no need to increase the City Manager's office staff when there are other departments that still need help.

Commissioner Cruz stated she would still like to have an individual meeting but agreed to proceed with the increase.

Commissioner Ashcraft indicated he did not have a problem with moving forward with the increase but would still like an individual meeting.

CONSENSUS: It was a consensus of the Commission to proceed with the City Manager's salary increase of 5% plus \$1,000 retroactive to October 1st.

8. FUTURE AGENDA ITEMS AND COMMENTS

8.1 City Commission

Commissioner Hawkins commented on the great City and community support during the hurricane. He cited the need for the City to utilize its funds to help others.

Commissioner Ashcraft echoed the comments on the community support after the hurricane and the number of neighbors helping neighbors. He asked for an update on the eastern plant with Mr. Carrino responding they have signed a contract with a consultant who will provide numbers on what the system is worth, what are the potential legal fees, who would be potential purchasers and the differences between the different types of purchasers.

Commissioner Ashcraft then asked the timeline with Mr. Carrino indicating they do not yet have a timeline. Commissioner Ashcraft asked about the different insurance tiers for employees with Mr. Carrino responding that HR is working with PRM to provide that information.

Commissioner Ashcraft asked about the pest control bidding process with Mr. Carrino indicating that staff would be contacting pest control providers the next week. Commissioner Ashcraft asked why the City is utilizing different pest control services for different facilities. Mr. Carrino responded that some buildings require different handling. He indicated that, in total, the City spends less than \$10,000 on pest control. He added that the total is below \$10,000 so an RFQ or RFP is not required.

Commissioner Hawkins expressed support for the City utilizing multiple providers.

Commissioner Ashcraft explained his concern is his desire that the City utilize Eustis-based businesses. He then commented on the EHS Homecoming game and congratulated the King and Queen.

Commissioner Cruz asked if the City had ever contacted the Carters with Mr. Carrino responding they have not but they do have contact information and would be contacting them.

Commissioner Cruz asked, after storm debris is cleared, if the City could do a public campaign informing the public on how they can report possible hazards or safety issues. Mr. Carrino responded they could do something that pertains to public property but was hesitant regarding private property due to code enforcement reporting requirements. She cited all of the staff and crews that are working on storm-related issues.

Commissioner Cruz expressed congratulations to the EHS boys golf team who recently won the Lake County Cup for the first time. She reported that she recently walked the Lake Eustis shoreline with an FWC biologist who identified several areas of concern. She indicated that the City can address those issues in conjunction with FWC and Lake County. She added that the biologist was very impressed with how well the City is maintaining the shoreline. She then announced that EPD is doing a Toys for Tots drive. She noted that Station 22 and the Library also have Toys for Tots drop offs, all of which will be picked up on December 6th.

Vice Mayor Lee asked for an update on the downtown redevelopment partners with Mr. Carrino indicating they have been exchanging draft agreements for several weeks. He indicated the master plan is wrapping up and then they will do a pre-development agreement. He added they would be meeting with them in the following week.

Vice Mayor Lee thanked the Events Department for their work on the Clifford house. She cited the new outdoor lighting and the plantings that are being done. She announced that they are working on putting in new planters in the downtown area as part of the America in Bloom project. She noted the installation of bat houses as well.

8.2 City Manager

Mr. Carrino announced the Master Plan community meeting would be November 14 at 5:30 p.m. at the Woman's Club and the Land Development Regulation workshop would be Nov. 7th at 4:30 p.m. prior to the Commission meeting. He indicated staff has applied for a FRDAP grant for the playground equipment at Carver Park. He noted the FRA conference would be the following week. He indicated that Tanya Wilder would be going as a CRA board representative. He then stated staff's proposal that the two December meetings be consolidated into one meeting to be held on Thursday, December 12th.

CONSENSUS: It was a consensus of the Commission to consolidate the two December meetings into one to be held on December 12th.

Mr. Carrino thanked the Commissioners for their kind words and emphasized that everything is due to the great team they have and the support of the Commission. He thanked City staff for their support.

8.3 City Attorney - None

8.4 Mayor

Mayor Holland offered "happy birthday" to Vice Mayor Lee, Commissioner Hawkins and Al Latimer. He commented on his tour of the City following the storm and how everyone was helping each other. He asked Chief Swanson for an update about the storm.

Chief Swanson reported they have been approved for 100% reimbursement for the top three categories: a) 90 days for debris removal; b) emergency and c) road and bridges.

Mayor Holland announced that the Fall Festival would be Saturday in Ferran Park, 10 a.m. to 2 p.m.

9. ADJOURNMENT: 8:31 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: NOVEMBER 7, 2024
 RE: ORGANIZATIONAL AND EVENT SUPPORT GRANT TO PAWS
 THERAPY DOGS, INC.

Introduction

The purpose of this presentation is to allow Paws Therapy Dogs, Inc. to be recognized for their service to the City of Eustis and award a grant in the amount of \$1,750.

Recommended Action

Payment of the September 5, 2024, grant award in the amount of \$1,750 to Paws Therapy Dogs, Inc., following their presentation to the Eustis City Commission.

Background

On September 5, 2024, the Eustis City Commission approved the organizational grant recommendation from the grant review committee. One of the recommendations of the committee comprised of Tom Carrino, Lori Carr, Mike Lane, Al Latimer and Mike Sheppard was to approve a \$1,750 grant for Paws Therapy Dogs, Inc. The organization has completed the requirements of the grant, and they have presented the City with their financial information submitted with the Profit and Loss Statement through December 31, 2023, including their annual grant related expenses through December 31, 2023.

Paws Therapy Dogs, Inc provided all visits which were compared to Eustis.

Unduplicated Eustis was 10,500 divided by 3,800 = 36.19%

Prepared By: Lori Carr, Finance Director

Reviewed By: Mike Sheppard, Finance Department



City of Eustis

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

TO: EUSTIS CITY COMMISSION
 FROM: TOM CARRINO, CITY MANAGER
 DATE: NOVEMBER 7, 2024
 RE: ORGANIZATIONAL AND EVENT SUPPORT GRANT TO
 LIFESTREAM, INC. / OPEN DOOR

Introduction

The purpose of this presentation is to allow LifeStream Behavioral Center, Inc./Open Door to be recognized for their service to the City of Eustis and award a grant in the amount of \$4,300.

Recommended Action

Payment of September 5, 2024, grant award in the amount of \$4,300 to LifeStream Behavioral Center, Inc./Open Door following their presentation to the Eustis City Commission.

Background

On September 5, 2024, the Eustis City Commission approved the organizational grant recommendation from the grant review committee. One of the recommendations of the committee comprised of Tom Carrino, Lori Carr, Mike Lane, Al Latimer and Mike Sheppard was to approve a \$4,300 grant for LifeStream Behavioral Center, Inc./Open Door. The organization has completed the requirements of the grant, and they have presented the City with their financial information submitted with the Profit and Loss Statement through December 31, 2023, including their annual grant related expenses through December 31, 2023.

LifeStream Behavioral Center, Inc./ Open Door provided all visits which were compared to Eustis. Total services rendered during the period that were unduplicated was 21,967.

Unduplicated Eustis people served were 534 divided by 398 = 73.97%

Prepared By: Lori Carr, Finance Director

Reviewed By: Mike Sheppard, Finance Department



City of Eustis

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

To: Eustis City Commission

From: Tom Carrino, City Manager

Date: November 7, 2024

Re: Resolution Number 24-89: Axon Enterprise, Inc. Contract Renewal

Introduction:

Resolution Number 24-89 authorizes the City Manager to execute all agreements and contracts with Axon Enterprise, Inc. for the purchase of controlled electronic weapons, body worn cameras, evidence.com storage, warranty and service plans, and all other supporting hardware and software in accordance with the proposal documents.

Background:

In 2021, the Eustis Police Department entered into a five-year agreement with Axon Enterprises for the acquisition and support of body-worn cameras and CEWs. The contract ensures that officers have access to modern equipment for evidence collection and officer safety, while Evidence.com provides cloud-based data storage with unlimited capacity, streamlining evidence management.

The contract includes the following equipment and services:

- 37 Body-Worn Cameras and Conducted Electrical Weapons (CEWs)
- Unlimited Cloud Data Storage via Evidence.com
- Ancillary Equipment: holsters, camera holders, data docking stations, cords, batteries, cartridges, etc.

The payment structure agreed upon is as follows:

- Year One (Initial Payment): \$64,954.01
- Years Two through Five: \$64,953.72 annually

The contract is currently in its fourth year. The total contract value over the five-year period is \$324,769.88.

Recommended Action:

Staff recommends approval of resolution.

Budget Impact:

The proposed payment for year four is \$64,953.72, as budgeted. Funds for this payment are allocated in the approved budget for the current fiscal year. Approval of this payment will ensure that the contract remains in good standing and that the department continues to benefit from the equipment and services provided under this agreement.

Prepared by: Captain Kenneth Toler, Road Patrol Commander

Reviewed by: Craig Capri, Police Chief

RESOLUTION NUMBER 24-89

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; AUTHORIZING AN EXPENDITURE IN EXCESS OF \$50,000 FOR THE EQUIPMENT AND CONTRACT THAT ARE ESSENTIAL FOR THE POLICE DEPARTMENT’S BODY CAMERA AND TASER PROGRAM FOR FISCAL YEAR 2024-2025.

WHEREAS, the Police Department first implemented a controlled electronic weapon program in 2008 and a body worn camera program in 2013; and

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

WHEREAS, the City’s Fiscal Year 2024/2025 approved budget includes adequate funding for this equipment; and

WHEREAS, the Police Department has been using Axon conducted electrical weapons and body cameras since 2016 and Axon Enterprise is the sole source for these conducted electrical weapons and body cameras in accordance with the City’s purchasing policies; and

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

- (1) That the Police Department is hereby authorized to spend in excess of \$50,000 for the purchase of equipment and contract funded within the existing budget; and
- (2) That the City Manager is authorized to execute all agreements necessary to provide said products with the above listed vendors.

DONE AND RESOLVED, this 7th day of November 2024, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 7th day of November 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-89 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: November 7, 2024

RE: Resolution Number 24-91: Parks and Recreation Elizabeth Circle Park Playground

Introduction:

Resolution Number 24-91: Parks and Recreation will install a new playground for Elizabeth Circle Park.

Background:

The approved fiscal year 2024-2025 budget includes funds to purchase a new playground for Elizabeth Circle Park. The new playground will replace an outdated swing with new climbing structures for ages 3-5 and 5-12 and a new swing set.

The chosen vendor is Gametime Playgrounds. Their prices are based on OMNIA Contracts. The quote also includes a grant discount provided by Gametime.

Budgeted Amount

\$150,000

Proposed Amount

\$145,986.04

Recommended Action:

The administration recommends approval of Resolution Number 24-91.

Policy Implications:

There are no policy requirements.

Alternatives:

Approve Resolution Number 24-91

Deny Resolution Number 24-91

Budget/Staff Impact:

The CIP plan was approved for the fiscal year 2024-2025. No additional staff time will be required.

Prepared By:

Anna Vilches, Parks and Recreation Sr. Staff Assistant

Reviewed By:

Sam Brinson, Parks and Recreation Director

RESOLUTION NUMBER 24-91

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR THE PARKS AND RECREATION DEPARTMENT TO PURCHASE PLAYGROUND EQUIPMENT UTILIZING THE SALES TAX REVENUE AND CAPITAL OUTLAY PARK IMPROVEMENT FUNDS ALLOCATED IN THE PARKS AND RECREATION DEPARTMENT’S APPROVED FISCAL YEAR 2024/2025 BUDGET.

WHEREAS, the City of Eustis Parks and Recreation Department’s approved Fiscal Year 2024/25 Budget includes \$150,000,000.00 in Sales Tax Revenue Funds to purchase playground equipment for Elizabeth Circle Park.

WHEREAS, the Parks and Recreation Department has determined the need to purchase playground equipment for the park at an estimated cost of \$146,000; and

WHEREAS, the City Purchasing Policies require that the City Commission approve any purchase in excess of \$50,000;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida that the City of Eustis Parks and Recreation Department is hereby authorized to purchase playground equipment for Elizabeth Circle Park at a combined estimated cost of \$146,000 utilizing Sales Tax Revenue Funds allocated in the Parks and Recreation Department’s approved FY 2024/25 Budget.

DONE AND RESOLVED, this 7th day of November 2024, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 7th day of November 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 24-91 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 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: November 7, 2024

RE: Resolution Number 24-92: Parks and Recreation Lightning Detection System for Pool/Ferran Park, Sunset Park, Dog Park and Carver Park

Introduction:

Resolution Number 24-92 Parks and Recreation to install a lightning detection system at Pool/Ferran Park, Sunset Park, Dog Park, and Carver Park.

Background:

The approved fiscal year 2024-2025 budget includes funds for installing lightning detection systems for Aquatics, Carver Park, and Sunset Park. There are enough funds to include the dog park. Lightning detection systems are being installed for public safety in inclement weather.

The chosen vendor is Perry Weather Systems. The products provided included four outdoor warning systems and an online weather station subscription that will be paid annually over six years with the current budget. After year 6, the subscription will be \$16,000 annually for all four units. The equipment will be leased as it provides an unlimited warranty for any damage for as long as we have it. Perry Weather Systems has provided a sole source letter.

Budgeted Amount

\$110,000

Proposed Amount

\$103,800

Recommended Action:

The administration recommends approval of Resolution Number 24-92.

Policy Implications:

There are no policy requirements for lightning detection systems.

Alternatives:

Approve Resolution Number 24-92

Deny Resolution Number 24-92

Budget/Staff Impact:

The budget for fiscal year 2024-2025 was approved in the Parks and Recreation CIP plan. No additional staff time will be required.

Prepared By:

Anna Vilches, Parks and Recreation Sr. Staff Assistant

Reviewed By:

Sam Brinson, Parks and Recreation Director

RESOLUTION NUMBER 24-92

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR THE PARKS AND RECREATION DEPARTMENT TO PURCHASE A LIGHTNING DETECTION SYSTEM UTILIZING THE SALES TAX REVENUE ALLOCATED IN THE PARKS AND RECREATION DEPARTMENT’S APPROVED FISCAL YEAR 2024/2025 BUDGET.

WHEREAS, the City of Eustis Parks and Recreation Department’s approved Fiscal Year 2024/25 Budget includes \$150,000.00 in Capital Outlay Machinery and Equipment Funds to purchase a lighting detection system;

WHEREAS, the Parks and Recreation Department has determined the need to purchase a lightning detection system for Pool/Ferran Park, Sunset Park, Dog Park and Carver Park at an estimated cost of \$106,500.00; and

WHEREAS, the City Purchasing Policies require that the City Commission approve any purchase in excess of \$50,000;

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

1. The City of Eustis Parks and Recreation Department is hereby authorized to purchase a lightning detection system for Pool/Ferran Park, Sunset Park, Dog Park and Carver Park at an estimated cost of \$106,500.00 utilizing Capital Outlay Machinery and Equipment Funds allocated in the Parks and Recreation Department’s approved FY 2024/25 Budget; and
2. The City Manager is hereby authorized to execute any required documents for the approved purchase.

DONE AND RESOLVED, this 7th day of November, 2024, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 7th day of November, 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 24-92 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: November 7, 2024

RE: Resolution Number 24-93: Bid Award for Construction Services for the Ferran Park Seawall Rehabilitation Project

Introduction:

Resolution Number 24-93 awards Bid Number 015-24 to East Coast Marine Construction and Design of Daytona Beach, Florida, for the Ferran Park Seawall Rehabilitation Project, authorizes the City Manager to execute all agreements with East Coast Marine Construction and Design, and authorizes a CIP Fiscal Year 2024-25 budget amendment and fund rollover to complete the project.

Background:

The Seawall at Ferran Park, across from the Splash Pad, has significant noticeable cracks spanning approximately 70 feet. In May 2018, City Staff worked with Dredging & Marine Consultants (Engineer, DMC) to provide a cost-effective solution to repair the seawall and provided a few design alterations which include a pin pile system along the 70-foot segment of effected seawall.

In January 2024, Staff requested DMC to revise the design package from May 2018 with an updated set of construction plans, technical specifications, and engineer's probable cost estimate; as well as assistance on all associated local and state permitting. DMC provided a design that proposed repair of a 70-foot strip of seawall supported by a pin pile system, concrete encasements and replacement of the current steel cap.

October 2nd, 2024 was the opening for Bid Number 015-24 Ferran Park Seawall Rehabilitation Design Package. The City received four (4) bid offers that ranged from \$809,824 up to \$1,264,713. Of those four applications, East Coast Marine Construction and Design of Daytona Beach, Florida offered to perform this Scope of Work for a Lump Sum Agreement of \$809,824. The work will be substantially completed on or before 150 days from NTP, and completed and ready for final payment in accordance with the General Conditions on or before 150 days from NTP. Staff will work with the contractor to minimize impacts to the Georgefest celebration.

Prepared By:

Daniel Millan, Engineer - Public Works and Utilities

Reviewed By:

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

Attachment(s):

Resolution Number 24-93

Attachment A: Ferran Park Seawall Repair Plans (June 26, 2024)

Bid Number 015-24 – upon request

RESOLUTION NUMBER 24-93

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING THE AWARD OF BID NUMBER 015-24 TO EAST COAST MARINE CONSTRUCTION AND DESIGN OF DAYTONA BEACH, FLORIDA FOR THE FERRAN PARK SEAWALL REHABILITATION PROJECT, APPROVING A PURCHASE IN EXCESS OF \$50,000, AND A 2024-25 CIP BUDGET AMENDMENT.

WHEREAS, the Ferran Park Seawall has significant cracks spanning approximately seventy feet; and

WHEREAS, the City of Eustis, Florida advertised invitations to bid (City of Eustis Bid Number 015-24) for the Ferran Park Seawall Rehabilitation Project in accordance with City purchasing policies; and

WHEREAS, the City received and opened four (4) individual responses to said Invitation to Bid, on Wednesday, October 2, 2024; and

WHEREAS, East Coast Marine Construction & Design from Daytona Beach, Florida was the lowest cost, responsible bidder for the construction plans and possesses the required qualifications to perform the construction services necessary and to provide products and equipment as noted in the design specifications; and

WHEREAS, the City's approved Community Redevelopment Agency Capital Improvement Budget for 2023-24 and 2024-25 include funds for the repair of the Lake Eustis Seawall in Account Number 014-8600-581-60-21; and

WHEREAS, Staff is requesting a budget amendment of the City's CIP 2024-25 Budget to roll over the balance of the 2023-24 Ferran Park Seawall Rehab account, \$376,350, into the current 2024-25 Lake Eustis Seawall Rehab account;

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

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

- (1) The City Commission hereby authorizes the award of Bid Number 015-24 to East Coast Marine Construction and Design of Daytona Beach, Florida in the amount of \$809,824 for the Lake Eustis Seawall Rehabilitation Project; and
- (2) The City Commission hereby authorizes the City of Eustis Finance Director to amend the 2024-2025 Community Redevelopment Agency Capital Improvement Budget as requested above; and
- (3) The City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the approved purchase; and
- (4) This resolution shall become effective immediately upon passing.

Resolution Number 24-93

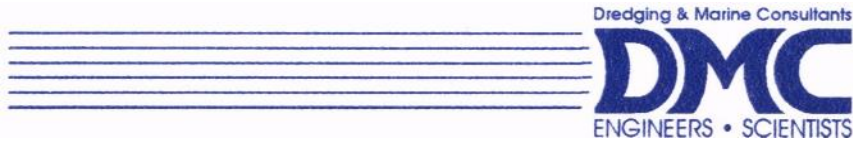
Authorizing Award of Bid Number 015-24 to East Coast Marine Construction and Design for the Lake Eustis Seawall Rehabilitation Project, approving a purchase in excess of \$50,000, and approving a 2024-25 CIP Budget Amendment and rollover

Page 1 of 2

City of Eustis Bid #015-24
 Ferran Park Seawall Repair
 Tab Sheet

Item 5.4

	East Coast Marine Construction & Design <u>Daytona Beach, FL</u>	YC Group, LLC <u>West Palm Beach, FL</u>	Construct Co Inc. <u>Orlando, FL</u>	RUSH Marine, LLC <u>Titusville, FL</u>
Mobilization & Demobilization	\$ 117,508.00	\$ 386,211.05	\$ 162,261.00	\$ 476,592.00
Construction & As-Built Surveying	\$ 7,875.00	\$ 10,000.00	\$ 4,620.00	\$ 16,368.00
Environmental Compliance	\$ 9,554.00	\$ 10,000.00	\$ 7,272.00	\$ 29,542.00
Seismic Monitoring (Third Party)	\$ 8,375.00	\$ 25,000.00	\$ 17,710.00	\$ 16,128.00
Demolition and Site Preparation	\$ 27,619.00	\$ 80,000.00	\$ 23,480.00	\$ 40,758.00
Bulkhead Wall Repair (includes Pin Piles, Concrete and New Steel Cap)	\$ 638,892.80	\$ 350,000.00	\$ 1,049,370.00	\$ 558,201.00
Total	\$ 809,823.80	\$ 861,211.05	\$ 1,264,713.00	\$ 1,137,589.00



October 8, 2024

Mr. Daniel Millan
Staff Engineer
Public Works and Utilities Department
City of Eustis
10 N. Grove St.
Eustis, FL 32727

**RE: BID No. 015-24 Ferran Park Seawall Repair
Recommendation for Award of Bid**

Dear Mr. Millan,

Based on the evaluation, reference checks, and verification of all materials with the lowest bidder of the above referenced project, Dredging & Marine Consultants, LLC recommends awarding the contract to East Coast Marine Construction & Design for the construction of this project in the amount of \$809,823.80.

Should you require additional information, please contact us. Thank you for this opportunity to be of service to the City of Eustis and we look forward to the successful completion of the Ferran Park Seawall repair.

Respectfully,
Dredging & Marine Consultants, LLC

A handwritten signature in blue ink, appearing to read 'S. Patel'.

Shailesh K. Patel, M.Sc., CPSSc.
Senior Project Manager

(Copy)

Item 5.4

Please return pages 24 - 27 to:

CITY OF EUSTIS
Purchasing Dept.

City Of Eustis Bid # 015-24
Ferran Park Seawall Repair
Price Page

The undersigned acknowledges receipt of:

Written specifications dated: **May 22, 2019**
Drawings dated: **May 17, 2019**

Addenda Number 1 , dated 9/13/24 .
 Number 2 , dated 9/16/24 .
 Number 3 , dated 9/24/24 .
 Number 4 , dated 9/30/24 .

By submitting a bid response, the undersigned agrees:

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

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
#1	Mobilization & Demobilization	1	LS	\$ 117,508.00	\$ 117,508.00
#2	Construction & As-Built Surveying	1	LS	\$ 7,875.00	\$ 7,875.00
#3	Environmental Compliance	1	LS	\$ 9,554.00	\$ 9,554.00
#4	Seismic Monitoring (Third Party)	1	LS	\$ 8,375.00	\$ 8,375.00
#5	Demolition and Site Preparation	1	LS	\$ 27,619.00	\$ 27,619.00
#6	Bulkhead Wall Repair (Includes Pin Piles, Concrete, New Steel Cap)	70	LF	\$ 9,127.04	\$ 638,892.80
				TOTAL	\$ 809,823.80

LS = Lump Sum, LF = Linear Foot

COMPANY NAME: East Coast Marine Construction & Design

City Of Eustis Bid # 015-24
Ferran Park Seawall Repair

Subcontractor List

Name/Address of Company	Work Contracted
1. GC to self Perform	_____
2. _____	_____
3. _____	_____
4. _____	_____

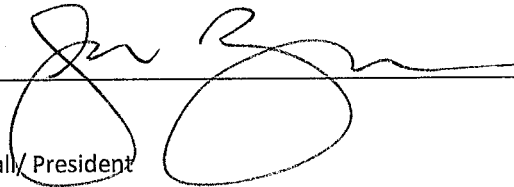
The contractor shall notify the Purchasing Department prior to any changes in subcontractors.

COMPANY NAME: East Coast Marine Construction & Design

FEID # 82 4168719

ADDRESS: 150 S. Palmetto Ave. Suite 201. Daytona Beach, Fl. 32114

AUTHORIZED SIGNATURE: _____



SIGNATURE/TITLE: John Zembali/ President

TELEPHONE # 386-777-7440

FAX # n/a

DATE: 10/2/24

E-Mail: John@eastcoastmarineconstruction.com

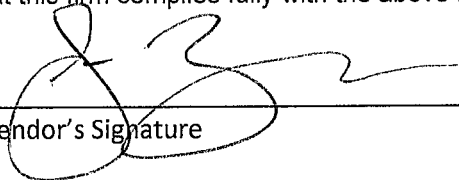
DRUG FREE WORKPLACE

CERTIFICATION FORM

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

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

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



 Vendor's Signature

East Coast Marine Construction & Design
Company Name

10/2/24

 Date

REFERENCE LIST

FOR: East Coast Marine Construction & Design

Bidding Company's Name

- 1. Contact Name: Gary Fedononko

Company: Hawaiian Inn Beach Resort Condominium Association, Inc.

Project Detail: Stabilized building before and during a Hurricane. Demolition and Removal of failed structures. Installation of steel sheet pile wall with tie backs and a concrete cap with handrails. Installation of 1980 tons of beach compatible sand, Installation of flowable fill under the pool area. Site restoration of 30,289 SF. Installation of timber beach access ramp.

Address: 2301 S. Alantic Ave. Daytona Beach, Fl. 32118

Telephone # : 352-255-3929 E-Mail Address: Semanagement@aol.com

- 2. Contact Name: Laurel Beaver

Company: White Surf Condominium

Detail: Installation of steel sheet pile seawall with concrete cap, helical tie back anchors, drainage field, Handrails, Import and install 4,000 tons of beach compatible sand. Site Restoration of 20,000 SF. Installation of timber walkover.

Address: 355 S. Alantic Ave. Daytona Beach, Fl. 32118

Telephone # : 386-761-6920 E-Mail Address: whitesurfcondominium@gmail.com

- 3. ~~~~~

Contact Name: Steve Mckee

Company: St. Maarten Condominium Inc.

Project Detail: Permitting, Design, and Construction of a replacement seawall. Removal of remaining debris and existing seawall structure. 490 LF of FRP composite sheet pile wall with concrete cap and helical tie back anchors. 4" jet filters installed. 4,224 tons of beach compatible sand imported and placed on site. Stie restoration of 25n900 SF including sid and irrigation. Installation of timber dune walkover.

Address: 2403 S. Atlantic Ave. Daytone Beach, Fl. 32118

Telephone # :904-535-8484 E-Mail Address: Steve.mckee@icloud.com

~~~~~

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

# Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

East Coast Marine Construction & Design, Inc.  
150 S. Palmetto Ave., Suite 201  
Daytona Beach, FL 32114

**SURETY:**

(Name, legal status and principal place of business)

Frankenmuth Insurance Company  
1 Mutual Avenue  
Frankenmuth, MI 48787

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

City of Eustis  
PO Drawer 68  
Eustis, FL 32727-0068

**BOND AMOUNT:**

5% Five Percent of Amount Bid

**PROJECT:**

(Name, location or address, and Project number, if any) Ferran Park Seawall Repair, Eustis, FL


Project Number, if any: 015-24

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


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

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

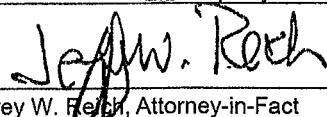
Signed and sealed this 19th day of September, 2024

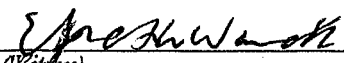
  
Peter Kolb  
(Witness)

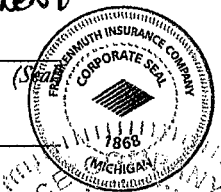
East Coast Marine Construction & Design, Inc.  
(Principal) (Seal)

By:   
(Title) President

Frankenmuth Insurance Company  
(Surety)

By:   
(Title) Jeffrey W. Reck, Attorney-in-Fact  
& FL Licensed Resident Agent  
Inquiries: 407-786-7770

  
Elizabeth Womack  
(Witness)



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint: Jeffrey W. Reich

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

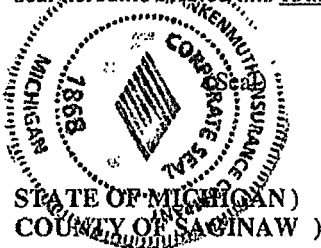
Fifty Million and 00/100 Dollars (\$50,000,000)

Surety Bond #: Bid Bond
Principal: East Coast Marine Construction & Design, Inc.
Obligee: City of Eustis

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.



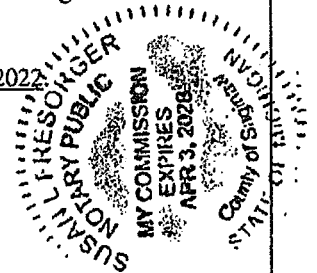
Frankenmuth Insurance Company
By Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN )
COUNTY OF SAGINAW ) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

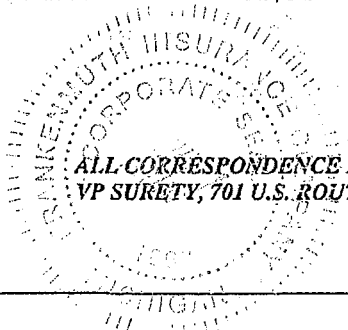
Susan L. Fresorger (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



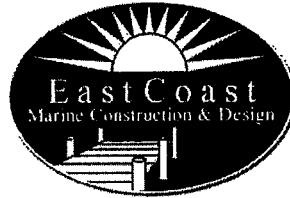
I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 19th day of September, 2024.

Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary



ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



GC1526550

Office: (386) 366-0164

Email: [Eastcoastmarineconstruction@gmail.com](mailto:Eastcoastmarineconstruction@gmail.com)

150 S. Palmetto Ave. STE 201 Daytona Beach, FL 32114

East Coast Marine Construction and Design has built hundreds of docks and dune walkover structures in Volusia County. Please see below for our most recent and larger projects.

### Recent Projects

**Owner:** Hawaiian Inn Beach Resort Condominium Association, Inc.

**Project Location:** 2301 S. Atlantic Ave.

**City:** Daytona Beach. 32114

**State:** Florida

**Point of contact:** Gary Fedononko

**Phone Number:** 352-255-3929

**Email:** [semanagement@aol.com](mailto:semanagement@aol.com)

**Project Name:** Hawaiian Inn Building Stabilization and Seawall

**Date of Work:** October 2023

**Contract Amount:** \$ 1,993,461.37

**Description:** Stabilized building before and during a Hurricane. Demolition and Removal of failed and damaged structures. Installation of a steel sheet pile seawall with tiebacks and a concrete cap with handrails. Installation of 1980 tons of beach compatible sand. Installation of flowable fill under the pool area. Site restoration of 30,289 SF. Installation of a timber beach access ramp.

**Owner:** White Surf Condominium

**Project Location:** 355 S. Atlantic Ave.

**City:** Daytona Beach. 32114

**State:** Florida

**Point of contact:** Laurel Beaver

**Phone Number:** 386-761-6920

**Email:** whitesurfcondominium@gmail.com

**Project Name:** White Surf Seawall

**Date of Work:** October 2023

**Contract Amount:** \$ 1,244,557.61

**Description:** Installation of steel sheet pile seawall with concrete cap, helical tie back anchors, drainage field, Handrails, Import and install 4,000 tons of beach compatible sand. Site Restoration of 20,000 SF. Installation of timber Dune walkover.

**Owner:** St. Maarten Condominium Inc.

**Project Location:** 2403 S. Atlantic Ave.

**City:** Daytona Beach

**State:** Florida

**Point of contact:** Steven Mckee

**Phone Number:** 904-535-8484

**Email:** Steve.mckee@icloud.com

**Project Name:** St. Maarten Seawall Replacement

**Date of Work:** January 2023

**Contract Amount:** \$ 1,739,658.62

**Description:** Permitting and Design of a replacement seawall. Removal of remaining debris and existing seawall structure. 490 LF of FRP composite sheet pile wall with concrete cap and helical tiebacks. 4" jet filters installed. 4,224 tons of beach compatible sand imported and placed on site. Site restoration of 25,900 SF including sod and irrigation. Installation of Timber Dune walkover.



**Owner:** Gold Mountain Investment LLC D/B/A Sandcastle Motel

**Project Location:** 3619 S. Atlantic Ave.

**City:** Daytona Beach

**State:** Florida

**Point of contact:**

**Phone Number:** 415-681-6300

**Email:** sandcastle.office@gmail.com

**Project Name:** Sandcastle Seawall Replacement

**Date of Work:** October 2023

**Contract Amount:** \$ 447,647.62

**Description:** Removal of existing seawall that had failed during the storms. Permitting and design of a new seawall. Installation of 125 LF of Steel Sheet pile wall with concrete cap and helical anchors. Installation of 4" jet filters. Importing and placement of 480 tons of beach compatible sand. 1,200 SF of Sod placement. Installation of Timber Dune walkover.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**ZEMBALL, JOHN W III**

EAST COAST MARINE CONSTRUCTION & DESIGN, INC.  
150 S. PALMETTO AVE STE 201  
DAYTONA BEACH FL 32114

LICENSE NUMBER: CGC1526550

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 07/25/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



# CERTIFICATE OF LIABILITY INSURANCE

|              |          |
|--------------|----------|
| DATE (MM/DD) | Item 5.4 |
| 03/27/2024   |          |

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

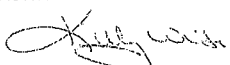
|                                                                                                                                |                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Kelly White & Associates Insurance, LLC<br>1622 Hickman Road<br><br>Jacksonville FL 32216                   | <b>CONTACT NAME:</b> Crystal Pounders<br><b>PHONE (A/C, No, Ext):</b> 904-880-8881<br><b>E-MAIL ADDRESS:</b> crystal@kwhiteinsurance.com<br><b>FAX (A/C, No):</b> |
|                                                                                                                                | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                              |
| <b>INSURED</b><br>East Coast Marine Construction & Design, Inc.<br>150 S Palmetto Ave Suite 201,<br><br>Daytona Beach FL 32114 | <b>INSURER A:</b> Travelers Casualty Ins Co of America<br>NAIC # 25674                                                                                            |
|                                                                                                                                | <b>INSURER B:</b> St. Paul Mercury Insurance Company<br>NAIC # 24791                                                                                              |
|                                                                                                                                | <b>INSURER C:</b> Travelers Property & Casualty Company<br>NAIC # 25674                                                                                           |
|                                                                                                                                | <b>INSURER D:</b> American Interstate Ins Co<br>NAIC # 31895                                                                                                      |
|                                                                                                                                | <b>INSURER E:</b><br><b>INSURER F:</b>                                                                                                                            |

**COVERAGES**      **CERTIFICATE NUMBER:** EAST24032708533125      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                           | TYPE OF INSURANCE                                                                                        | ADDL INSD | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                           |
|------------------------------------|----------------------------------------------------------------------------------------------------------|-----------|----------|------------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------|
| A                                  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                         |           |          | ZOL 91N57114     | 10/06/2023              | 10/06/2024              | EACH OCCURRENCE \$ 1,000,000                                                                     |
|                                    | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |           |          |                  |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000                                              |
|                                    | <input checked="" type="checkbox"/> Contractual Liability                                                |           |          |                  |                         |                         | MED EXP (Any one person) \$ 5,000                                                                |
|                                    | <input checked="" type="checkbox"/> Marine General Liability                                             |           |          |                  |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                                               |
| GEN'L AGGREGATE LIMIT APPLIES PER: |                                                                                                          |           |          |                  |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                                                   |
|                                    | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          |                  |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                                              |
|                                    | OTHER:                                                                                                   |           |          |                  |                         |                         | \$                                                                                               |
| B                                  | <b>AUTOMOBILE LIABILITY</b>                                                                              |           |          | BA-2X285205      | 10/06/2023              | 10/06/2024              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                                 |
|                                    | <input checked="" type="checkbox"/> ANY AUTO                                                             |           |          |                  |                         |                         | BODILY INJURY (Per person) \$                                                                    |
|                                    | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS                       |           |          |                  |                         |                         | BODILY INJURY (Per accident) \$                                                                  |
|                                    | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                  |           |          |                  |                         |                         | PROPERTY DAMAGE (Per accident) \$                                                                |
|                                    |                                                                                                          |           |          |                  |                         |                         | PIP \$ 10,000                                                                                    |
| C                                  | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR              |           |          | 81N58740         | 10/06/2023              | 10/06/2024              | EACH OCCURRENCE \$ 2,000,000                                                                     |
|                                    | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                                |           |          |                  |                         |                         | AGGREGATE \$ 2,000,000                                                                           |
|                                    | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                       |           |          |                  |                         |                         | \$                                                                                               |
| D                                  | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                     |           |          | AVWCFL3217932023 | 10/06/2023              | 10/06/2024              | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER USL&H |
|                                    | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                              | Y/N       | N/A      |                  |                         |                         | E.L. EACH ACCIDENT \$ 500,000                                                                    |
|                                    | If yes, describe under DESCRIPTION OF OPERATIONS below                                                   |           |          |                  |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 500,000                                                            |
|                                    |                                                                                                          |           |          |                  |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 500,000                                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

|                                                        |                                                                                                                                                                                           |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>For Bid Purposes Only | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                        | AUTHORIZED REPRESENTATIVE<br><br>                                                                     |

© 1988-2015 ACORD CORPORATION. All rights reserved.

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.  
See Specific Instructions on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

**East Coast Marine Construction and Design, Inc.**

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor     C corporation     S corporation     Partnership     Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .  
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

Other (see instructions)

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . .

**6** Address (number, street, and apt. or suite no.). See instructions.

**150 S. Palmetto Avenue, Suite 201**

**6** City, state, and ZIP code

**Daytona Beach, FL 32114**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

| Social security number |  |  |   |  |  |  |  |  |
|------------------------|--|--|---|--|--|--|--|--|
|                        |  |  | - |  |  |  |  |  |

or

| Employer identification number |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| 8                              | 2 | - | 4 | 1 | 6 | 8 | 7 | 1 | 9 |

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person 

Date 7/23/24

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1085).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

### Employer Category

None of these categories apply

[Edit Employer Category](#)

---

## Company Addresses

### Physical Address

150 S. Palmetto  
201  
Daytona Beach , FL 32114

### Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

## Hiring Sites

### Number of Sites

1

[Edit Hiring Sites](#)

---

## Company Access and MOU

### My Company is Configured to:

Verify Its Own Employees

### Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation

EAST COAST MARINE CONSTRUCTION & DESIGN, INC.

### Filing Information

**Document Number** P18000014904  
**FE/EIN Number** 82-4168719  
**Date Filed** 02/13/2018  
**State** FL  
**Status** ACTIVE

### Principal Address

150 S. Palmetto Avenue  
Suite 201  
Daytona BEACH, FL 32114

Changed: 04/21/2020

### Mailing Address

150 S. Palmetto Avenue  
Suite 201  
Daytona BEACH, FL 32114

Changed: 04/21/2020

### Registered Agent Name & Address

ZEMBALL, JOHN  
150 S. Palmetto Avenue  
Suite 201  
Daytona BEACH, FL 32114

Address Changed: 04/21/2020

### Officer/Director Detail

#### **Name & Address**

Title PRESIDENT

ZEMBALL, JOHN  
150 S. Palmetto Avenue  
Suite 201  
Daytona BEACH, FL 32114

Title VP

Fletcher, Michael  
150 S. Palmetto Avenue  
Suite 201  
Daytona BEACH, FL 32114

**Annual Reports**

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2021               | 02/18/2021        |
| 2022               | 03/08/2022        |
| 2023               | 02/23/2023        |

**Document Images**

|                                               |                                          |
|-----------------------------------------------|------------------------------------------|
| <a href="#">02/23/2023 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">03/08/2022 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">02/18/2021 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">04/21/2020 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">03/27/2019 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">02/13/2018 -- Domestic Profil</a> | <a href="#">View image in PDF format</a> |

Florida Department of State, Division of Corporations

Please return pages 24 - 27 to:

**CITY OF EUSTIS**  
Purchasing Dept.

**City Of Eustis Bid # 015-24**  
**Ferran Park Seawall Repair**  
**Price Page**

The undersigned acknowledges receipt of:

Written specifications dated: August 27, 2024

Drawings dated: June 26, 2024

- Addenda**
- Number #1 \_\_\_\_\_, dated September 13, 2024.
  - Number #2 \_\_\_\_\_, dated September 16, 2024.
  - Number #3 \_\_\_\_\_, dated September 24, 2024.
  - Number #4 \_\_\_\_\_, dated September 30, 2024.

By submitting a bid response, the undersigned agrees:

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

| <u>Item No.</u> | <u>Description</u>                                                    | <u>Qty</u> | <u>Unit</u> | <u>Unit Price</u> | <u>Total Amount</u>  |
|-----------------|-----------------------------------------------------------------------|------------|-------------|-------------------|----------------------|
| #1              | Mobilization & Demobilization                                         | 1          | LS          | \$386,211.05      | \$ 386,211.05        |
| #2              | Construction & As-Built Surveying                                     | 1          | LS          | \$10,000.00       | \$ 10,000.00         |
| #3              | Environmental Compliance                                              | 1          | LS          | \$10,000.00       | \$ 10,000.00         |
| #4              | Seismic Monitoring (Third Party)                                      | 1          | LS          | \$25,000.00       | \$ 25,000.00         |
| #5              | Demolition and Site Preparation                                       | 1          | LS          | \$ 80,000.00      | \$ 80,000.00         |
| #6              | Bulkhead Wall Repair<br>(Includes Pin Piles, Concrete, New Steel Cap) | 70         | LF          | \$ 5,000.00       | \$ 350,000.00        |
|                 |                                                                       |            |             | <b>TOTAL</b>      | <b>\$ 861,211.05</b> |

**LS = Lump Sum, LF = Linear Foot**

~~~~~

COMPANY NAME: YC Group, LLC

City Of Eustis Bid # 015-24
Ferran Park Seawall Repair

Subcontractor List

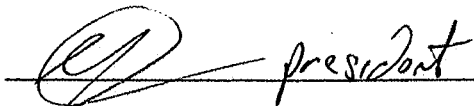
Name/Address of Company	Work Contracted
1. <u>Construction Testing & Inspection</u>	<u>Seismic Monitoring and testing</u>
2. <u>Coast to Coast Dock and Seawall, LLC</u>	<u>Demolition, Site Preparation, Bulkhead Wall Repair</u>
3. <u>Cullum Land Surveying, Inc.</u>	<u>Construction and As-Built Surveying</u>
4. _____	_____

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

COMPANY NAME: YC Group, LLC FEID # 84-3001434

ADDRESS: 12668 77th PL N West Palm Beach, FL 33412

AUTHORIZED SIGNATURE: Yohei Castro

SIGNATURE/TITLE:  president

TELEPHONE # 305-588-3431 FAX # N/A

DATE: 10/01/24 E-Mail ycaastro@ycgroupllc.com


DRUG FREE WORKPLACE

CERTIFICATION FORM

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

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

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



Vendor's Signature

YC Group, LLC

Company Name

10/01/24

Date

REFERENCE LIST

FOR: YC Group, LLC

Bidding Company's Name

1. Contact Name: John Humphries

Company: Peninsula Condominium (Owner)

Project

Detail: Peninsula Condominium Seawall Construction

Removed existing wall, installed 172LF of new Truline seawall panels, new anchors, new 2'x2.5' concrete reinforced cap, grading & backfill.

Address: 2545 S. Atlantic Avenue Daytona Beach Shores.

Telephone #: 770-789-4000 E-Mail Address: curb2johnhumphries@gmail.com

2. Contact Name: Carol Conforti

Company: Towers Grande Condominium (Owner)

Project

Detail: Towers Grande Condominium Seawall Construction

Removed existing wall, installed 497LF of new seawall concrete panels, new anchors, new 2'x2.5' concrete reinforced cap, grading, backfill.

Address: 2055 S. Atlantic Avenue Daytona Beach Shores

Telephone #: 386-258-1446 E-Mail Address: carolann32118@gmail.com

3. ~~~~~

Contact Name: Crystal Anderson

Company: Opus Condominium (Owner)

Project

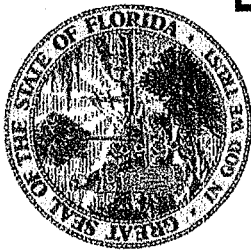
Detail: Opus Condominium Seawall Construction

Installed 274LF of new composite sheet pile panels, new anchors, new 2'x2.5' concrete reinforced cap, grading and backfill.

Address: 2071 S. Atlantic Ave. Daytona Beach Shores

Telephone #: 386-316-0057 E-Mail Address: crystal@olr386.com

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CASTRO, YOHEI

YC GROUP, LLC
12668 77TH PL N
WEST PALM BEACH FL 33412

LICENSE NUMBER: CGC1528817

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 06/10/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



City of Eustis

Ferran Park Seawall Repair

Bid No. #015-24

Wednesday, October 2, 2024 at 3:00 PM (ET)



PRESENTED BY:

RUSH Marine, LLC
6285 Riverfront Center Boulevard
Titusville, Florida 32780
321-267-8100 Phone / 321-267-9944 Fax

Anthony (Tony) Landry, President
tlandry@rushinc.com

www.rushinc.com



**City of Eustis
Ferran Park Seawall Repair
Bid No. #015-24**

RUSH Marine, LLC

6285 Riverfront Center Blvd.
Titusville, FL 32780
Anthony (Tony) Landry

Phone: 321-267-8100

Fax: 321-267-9944

Federal Tin: 82-4091915

Table of Contents

- Tab 1: Price Page / Bid Addenda
- Tab 2: Bid Bond
- Tab 3: Subcontractors List
- Tab 4: Qualifications
- Tab 5: Reference List
- Tab 6: Drug Free Workplace Certification Form
- Tab 7: Certificate of Insurance

Contact: Anthony (Tony) Landry

Email: tlandry@rushinc.com



Tab 1

Price Page

&

Bid Addenda



Please return pages 24 - 27 to:

CITY OF EUSTIS
Purchasing Dept.

City Of Eustis Bid # 015-24
Ferran Park Seawall Repair
Price Page

The undersigned acknowledges receipt of:

Written specifications dated: **August 27, 2024**
Drawings dated: **June 26, 2024**

Addenda	Number <u>1</u>	, dated <u>9/13/2024</u>
	Number <u>2</u>	, dated <u>9/16/2024</u>
	Number <u>3</u>	, dated <u>9/24/2024</u>
	Number <u>4</u>	, dated <u>9/30/2024</u>

By submitting a bid response, the undersigned agrees:

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

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Mobilization & Demobilization	1	LS	\$ <u>476,592.00</u>	\$ <u>476,592.00</u>
#2	Construction & As-Built Surveying	1	LS	\$ <u>16,368.00</u>	\$ <u>16,368.00</u>
#3	Environmental Compliance	1	LS	\$ <u>29,542.00</u>	\$ <u>29,542.00</u>
#4	Seismic Monitoring (Third Party)	1	LS	\$ <u>16,128.00</u>	\$ <u>16,128.00</u>
#5	Demolition and Site Preparation	1	LS	\$ <u>40,758.00</u>	\$ <u>40,758.00</u>
#6	Bulkhead Wall Repair (Includes Pin Piles, Concrete, New Steel Cap)	70	LF	\$ <u>7,974.30</u>	\$ <u>558,201.00</u>
TOTAL					\$ <u>1,137,589.00</u>

LS = Lump Sum, LF = Linear Foot

COMPANY NAME: RUSH Marine, LLC



City of Eustis

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

City of Eustis Bid #015-24
FERRAN PARK SEAWALL REPAIR
Bid Addendum #1

Please incorporate the following attachments, changes and/or clarifications into your Bid documents:

Please extend the bid opening date to October 2, 2024 @ 3:00 p.m.

Thank you!

Thank you!
Tracy M. Jeanes
Purchasing Director
jeanest@ci.eustis.fl.us
September 13, 2024



City of Eustis

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

City of Eustis Bid #015-24
Ferran Park Seawall Repair
Bid Addendum #2

Please incorporate the following attachments, changes and/or clarifications into your Bid documents:

CHANGES IN THE CONTRACT DOCUMENTS:

1. **Delete the last bullet point under Section I – SCOPE –**
~~➤ Provide necessary labor, equipment and materials needed to Repair of the two (2) floating docks in Ferran Park, which are outside of the Ferran Park Seawall area.~~
2. **On the price page, please change the dates as follows:**
 Written specifications dated: **August 27, 2024**
 Drawings dated: **June 26, 2024**
3. Please extend the question deadline to Monday, September 23rd, 2024 @ 5:00 p.m.

ATTACHMENTS

Geotechnical Report

Attachment A – Barge Unloading Areas

QUESTIONS

1. **Can the Contractor propose alternative methods to repair the Ferran Park Seawall?**
 No, the contractor should bid the project as designed.
2. **Can you submit the Geotechnical report from 2018?**
 Please refer to the Geotechnical Report on Attachment A
3. **Will there be a laydown area available near the project site?**
 Please refer to the location below, the laydown area can be the lot at the corner of Park Ave and Northshore drive intersection across the Community Center.



4. **Can you provide alternative locations to unload the barge?**
Please refer to the Alternative Locations Map on Attachment A

5. **Can the pipe pile be spliced in segments as it is driven? Can we drive 20' section pieces and then weld splices as we drive deeper? We would use manufacturer's splice rings. This would allow the size of the crane to be reduced, which would create savings to the project.**
This may be considered as long as strength or deflection of the pipe pile is not compromised and shop drawings are provided. Contractor will be required to install the shorter section first.

Tracy M. Jeanes
Purchasing Director
jeanest@ci.eustis.fl.us
September 16, 2024



City of Eustis

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

City of Eustis Bid #015-24
Ferran Park Seawall Repair
Bid Addendum #3
September 24, 2024

Please incorporate the following attachments, changes and/or clarifications into your Bid documents:

1. What is the deadline for bidder's questions? I do not see one listed in the bid documents.
 - See Addendum #1 – Monday, September 23rd.
2. Sheet C-06 Soil Borings identifies a geotechnical report that was not included in the bid documents posted to Demandstar. Please provide a copy of this report.
 - Refer to Addendum #1
3. The scope of work identified in the "Bid Documents" word file lists repair of the two floating docks in Ferran Park; however no details for this repair are included in the bid document or in the construction plans. Please provide details including plan sheets and technical specifications for the repairs to the floating docks.
 - Refer to Addendum #1
4. The plans depict three runs of the wall - 10', 50' and 10' for a total of 70LF. The detail on sheet C-04 for the sheet pile inset shows two piles per section. The LF of each repair section is 4.54'. This would mean that either each of these runs has a partial repair (if so, please provide a detail for that) or that the LF of each of the wall sections is longer than shown. Please clarify.
 - The detail in C-04 does not show the full length for it is a typical detail.
5. Sheet C-07, Vibrations, Note #2. requires a pre-con survey of the site and surrounding areas. Please clarify how many LF from the site the City wants to have surveyed.
 - Contractor shall survey any and all structures, including any utilities, light posts, trees, etc. up to 30ft from the waterward edge of the cap and in all directions of the project limits. Contractor shall also include photos/video documentation of all structures and features 50ft from the waterward of the cap and all directions of the project limits.
6. What area can be designated for staging?
 - Refer to Addendum #1

7. Contractor's Insurance, Commercial GL - Damage to rented premises shall be included at a minim. of \$100,000. If the Contractor is not renting space from the Owner, what is the intent of this coverage?
 - **Damage to rented property is not needed if no space is being rented.**
8. Bid documents identify both a one year warranty and a warranty period of 18 months. Please clarify which is required.
 - **Eighteen months**
9. Sheet C-06, Notes to bidders #3 state the Engineer must be under contract in order to provide certification of the project. Is the Engineer under contract with the Owner? This would be outside the control of the Contractor.
 - **Correct**
10. Sheet C-06, Notes to bidders #4 identifies critical stages including "rebar placement." We do not see rebar reinforcement listed in the plans. Please confirm there is no rebar reinforcement in the concrete repair work.
 - **Rebar placement shall be disregarded.**
11. Please provide a hardware connection detail for the proposed steel cap.
 - **Cap shall be fastened per manufacturer's recommendation.**
12. Sheet C-07, Requirements for Site Clearing, Note #5 requires a signed and sealed letter from a soils engineer or the EOR certifying that the areas to be filled have been stripped of organic materials. The areas shown to be filled are the sheet pile insets. The scope of work does not identify any removal of organic material to be performed by the contractor. Please clarify if this requirement is not applicable or if the City will be providing the required letter.
 - **Removal of organic material shall be disregarded.**
13. Is there a boat ramp or property in the area that has been designated for the contractor to be able to use for mobilization of materials, and mobilizing and demobilizing equipment from. As an example, would the Lake Eustis Boat Launch at 2030 W. Burleigh Blvd. be acceptable to the City?
 - **Yes, please refer to the Alternative Locations Map on Addendum #1, Attachment A.**
14. Can you confirm there are 15 pairs of sheet pile that receive the pin pile system?
 - **Yes, that's correct**
15. Can the Contractor use the 16' wide concrete path between W. Clifford Ave. and E. McDonald Ave. for concrete trucks?
 - **City would consider this option and will work with the contractor to find an acceptable route for the concrete trucks. For bidding purposes, the contractor may assume that the 16' path is available for this use.**
16. . What grade of steel is required for the steel pin piles?
 - **Schedule 80, Fy = 42 KSI minimum**



City of Eustis

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

City of Eustis Bid #015-24
Ferran Park Seawall Repair
Bid Addendum #4
September 30, 2024

Please incorporate the following attachments, changes and/or clarifications into your Bid documents:

1. Regarding the steel pin piles, is 8.625" outside diameter with 0.625" wall thickness acceptable?
 - **No, please provide wall thickness as shown on plans.**
2. What is the minimum yield strength steel acceptable for the same pin piles? For example, grade A @ 33 KSI, grade B @ 42 KSI, grade C @ 46 KSI?
 - **42 KSI minimum.**

Tab 2

Bid Bond



THE AMERICAN INSTITUTE OF ARCHITECTS

Item 5.4

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE RUSH Marine, LLC
6285 Riverfront Center Blvd., Titusville, FL 32780

as Principal, hereinafter called the Principal, and Berkley Insurance Company
475 Steamboat Road, Greenwich, CT 06830

a corporation duly organized under the laws of the State of DE
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Eustis

10 N Grove Street, Eustis, FL 32726

as Oblgee, hereinafter called the Oblgee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid No. #015-24; Complete the repair of the seawall structure (2)
floating docks at Ferran Park. Location: Ferran Park, 250 Farran Park Drive, Eustis, FL 32726

NOW, THEREFORE, if the Oblgee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblgee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblgee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblgee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

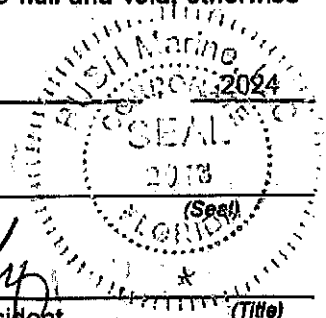
Signed and sealed this 19th day of September

[Signature]
(Witness)

RUSH Marine, LLC

(Principal)

By: [Signature]
Anthony Landry President (Title)

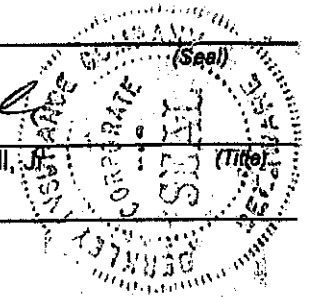


[Signature]
Kristie E. Shaw (Witness)

Berkley Insurance Company

(Surety)

By: [Signature]
Attorney-in-Fact Benjamin R. Campbell, Jr. (Title)



Tab 3

Subcontractors List



**City Of Eustis Bid # 015-24
Ferran Park Seawall Repair**

Subcontractor List

RUSH Marine, LLC shall self-perform all work.

Name/Address of Company	Work Contracted
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

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

COMPANY NAME: RUSH Marine, LLC FEID # 82-4091915

ADDRESS: 6285 Riverfront Center Blvd., Titusville, FL 32780

AUTHORIZED SIGNATURE: *Anthony Landry*

SIGNATURE/TITLE: *Anthony Landry* / President

TELEPHONE # 321-267-8100 FAX # 321-267-9944

DATE: October 2, 2024 E-Mail tlandry@rushinc.com

Tab 4

Qualifications

- Business Licenses
- Experience





Ron DeSantis, Governor

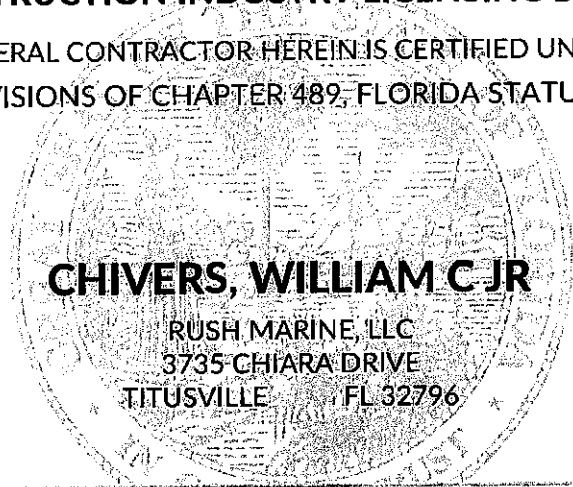
Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



CHIVERS, WILLIAM C JR

RUSH MARINE, LLC
3735 CHIARA DRIVE
TITUSVILLE FL 32796

LICENSE NUMBER: CGC1526374

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/24/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

THORNTON, REUBEN THOMAS

RUSH MARINE, LLC
6285 RIVERFRONT CENTER BLVD
TITUSVILLE FL 32780

LICENSE NUMBER: CGC1535761

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/28/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Project Experience

Cocoa Riverfront Park Promenade Improvements

Client:

City of Cocoa
401 Riveredge Blvd.
Cocoa, FL 32922
321-433-8800

Service Provided:

The project consisted of replacing the two timber overlooks with new concrete overlook structures, and the installation of 600 LF concrete footings and seawall, as well as the relocation of waterline and upland utilities.

Contract Amount:

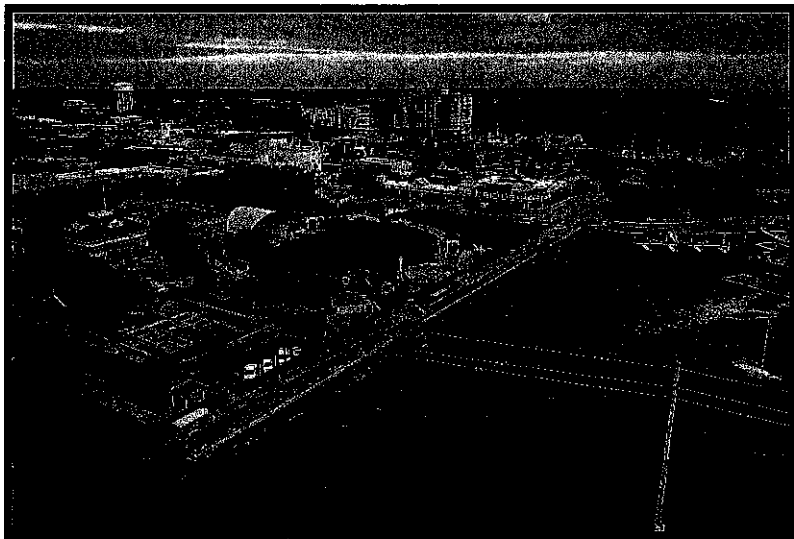
\$995,558

Project Time Period:

January 2020 – June 2020

Contact Reference:

Gary Palmer
321-433-8772
gpalmer@cocoafl.org





Project Experience

City of Tavares Seaplane Base and Marina

Client:

City of Tavares (Prime: Haskell Company)
150 E. Ruby Street W
Tavares, FL 32778
352-742-6267

Service Provided:

The scope of services consisted of the installation of seaplane dock system, marina dock system, fuel dock system, and demolition of emergency services dock and boat ramp dock. Furnished and installed a new fixed and floating dock for 80 slip marina with concrete piles and helical anchors with Seaflex System to secure the dock system. Removal and replacement of concrete seaplane ramp.

Contract Amount:

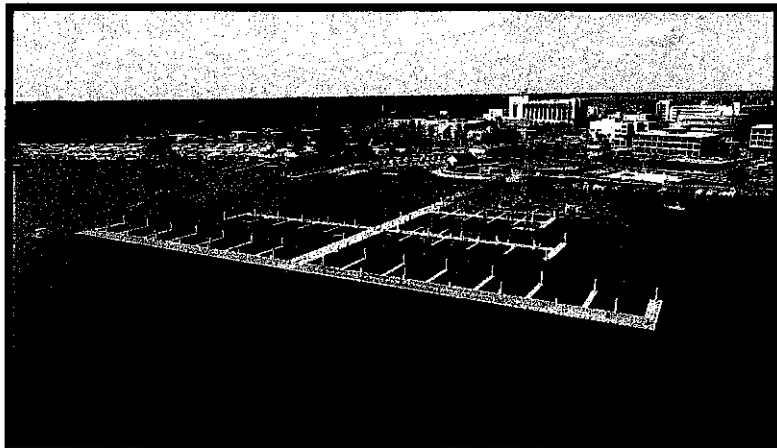
\$5,902,773

Project Time Period:

October 2020 – May 2021

Contact Reference:

Bob Tweedie
352-742-6402
btweedie@tavares.org





Project Experience

Rocco Park Pier Replacement

Client:

City of New Smyrna Beach
2490 Sunset Drive
New Smyrna, FL 32931
321-410-2690

Service Provided:

Demolition and removal of existing pier, and trim existing overgrown vegetation. Installation of new timber marine-grade pile, decking, railing, electric, electrical conduit and lighting, and installation of new 325 SF concrete sidewalk leading up to the new pier.

Contract Amount:

\$406,252

Project Time Period:

October 2022 – February 2023

Contact Reference:

Chad Gibson
386-410-2615
cgibson@cityofnsb.com





Project Experience

Loblolly Marina Replacement

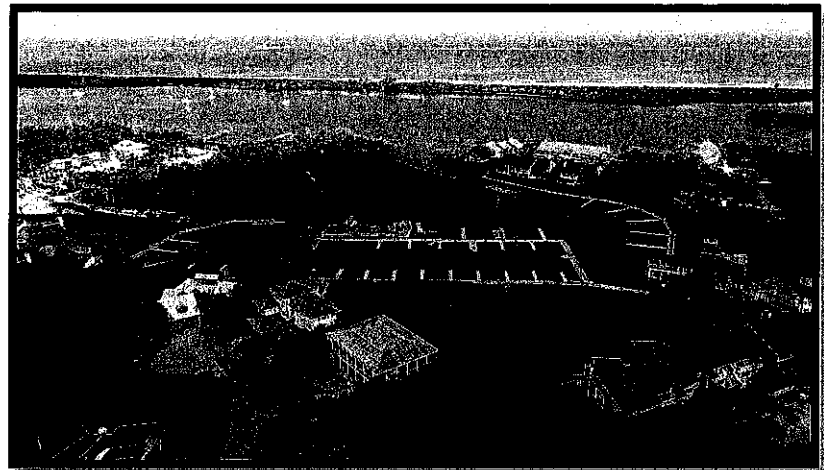
Client:

Loblolly Association
7407 SE Hill Terrace
Hobe Sound, FL 33455
772-546-8700

Service Provided:

New marina gross area 20,025 SF, marina length 2,090 LF, main pier pile depths -40' tip elevation, finger pier pile depths at -40 tip elevation, dredging 100 CY, asphalt tie ends to parking lots on each side.

Demolition of existing marina.
Furnished and installed new fixed and floating dock for 84 slip marina with concrete and pipe piles to secure the dock system. Furnished and installed new harbor master office foundation to include concrete piles, precast caps, and deck units.



Contract Amount:

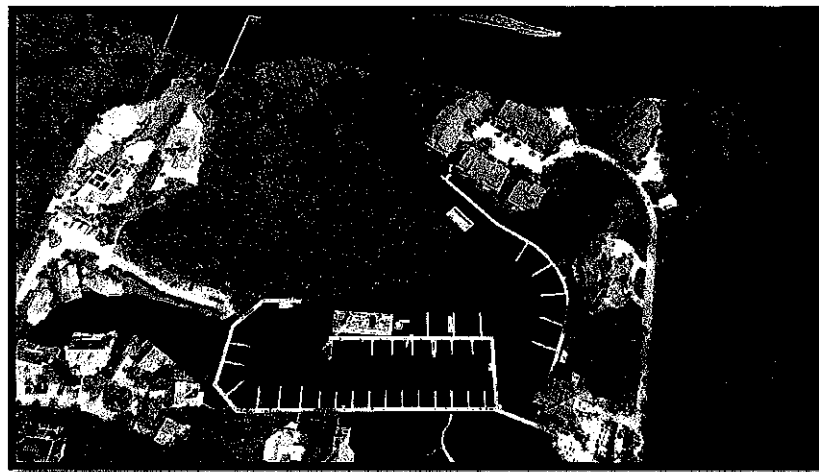
\$5,048,497

Project Time Period:

April 2022 – February 2023

Contact Reference:

Eric Spoelstra
772-545-2575
espoelstra@loblollyinfo.com





Project Experience

Spaceview Park Walkway

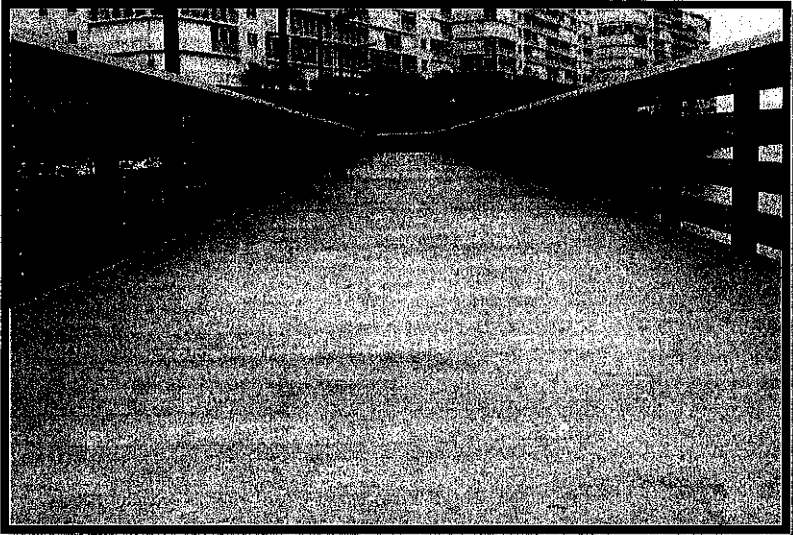
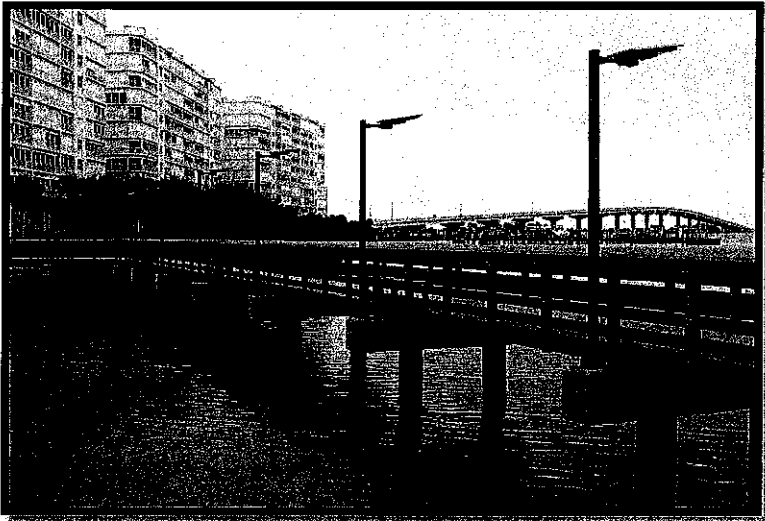
Client:
City of Titusville
555 S Washington Avenue
Titusville, FL 32796
321-567-3775

Service Provided:
Construction of 248 LF of concrete walkway, crossing over water connecting the North and South ends of Spaceview Park. Project consisted of concrete piling, precast deck slabs, handrail, and solar lighting.

Contract Amount:
\$998,656

Project Time Period:
January 2024 – April 2024

Contact Reference:
Ashleigh Smith
321-567-3869
ashleigh.smith@titusville.com





Project Experience

Lori Wilson Pedestrian Crossover

Client:

Brevard County (Prime: RUSH Construction, Inc)
2725 Judge Fran Jamieson Way
Melbourne, FL 32940
321-633-2042

Service Provided:

Demolition and reconstruction of beach crossovers #4, #5, #6, and #7.
Demolition and reconstruction of connectors and pavilions 5-6 and 6-7.
Demolition and removal of connector to, and pavilion south of crossover #7.

Contract Amount:

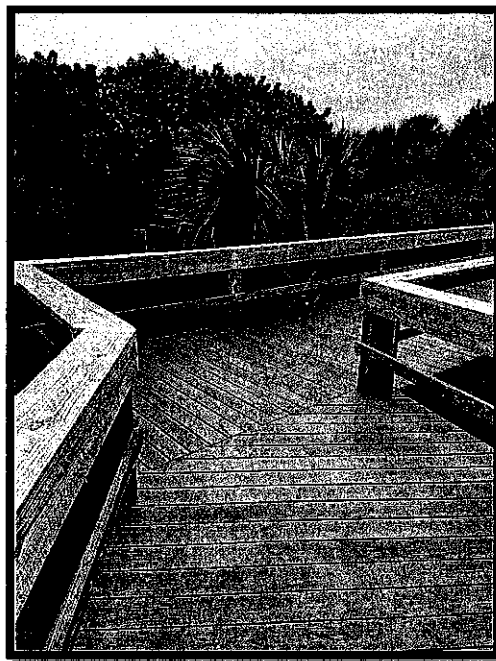
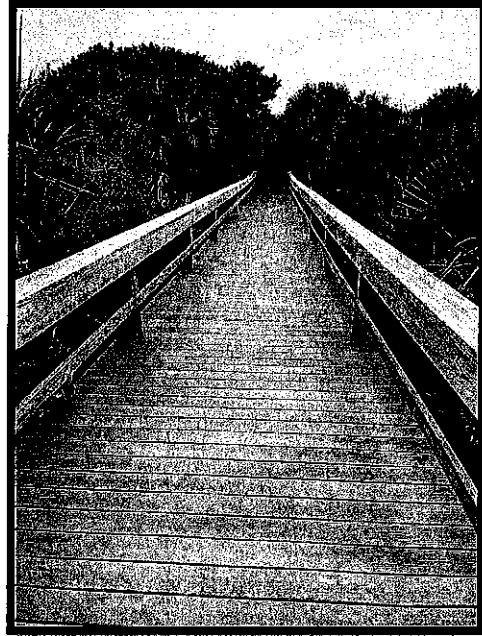
\$1,323,653

Project Time Period:

February 2022 - May 2022

Contact Reference:

William Chivers
321-267-8100
wchivers@rushinc.com





Project Experience

Volusia County Lake Ashby Park Pier Replacement

Client:

County of Volusia, Florida
123 West Indiana Avenue
Deland, FL 32720
386-736-2700

Service Provided:

Removed and disposed of 632 LF of existing wooden deck walkway, cap boards, stringers, cross bracing, guardrails, handrails, deck superstructure, and all related hardware. Construction of a new wooden deck walkway, guardrails, handrails, and dock superstructure of the same length and width. Removal and replacement of existing timber piles. Removed non-functioning lights and replaced with solar LED lighting fixtures. Removed and replaced a potable water line used by maintenance crews.



Contract Amount:

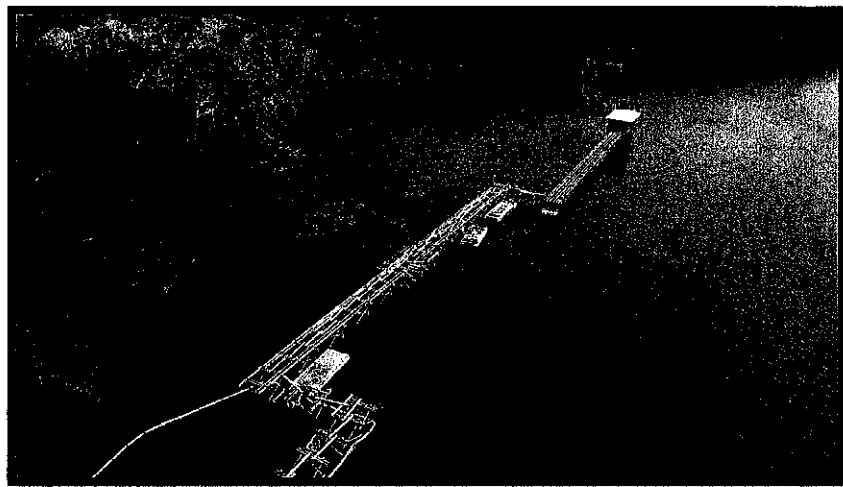
\$566,291

Project Timeframe:

January 2023 – July 2023

Contact Reference:

Charles Conway
386-804-7403
cconway@volusia.org





Project Experience

North Cargo Berth 3 Modernization & Rehabilitation

Client:

Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service Provided:

New Marina Berth construction gross area approximately 140,000 SF, Berth length 967 LF.
Demolition of existing open pile pier in its entirety, existing bulkhead, and miscellaneous structures.

Furnished and installed a new deep wall structure, A-frame tie system with steel pipe piles and concrete cap, relieving platform piles, and concrete structure, mono-pile dolphins and walkways, tie rods and mooring fixtures, and fenders.

Contract Amount:

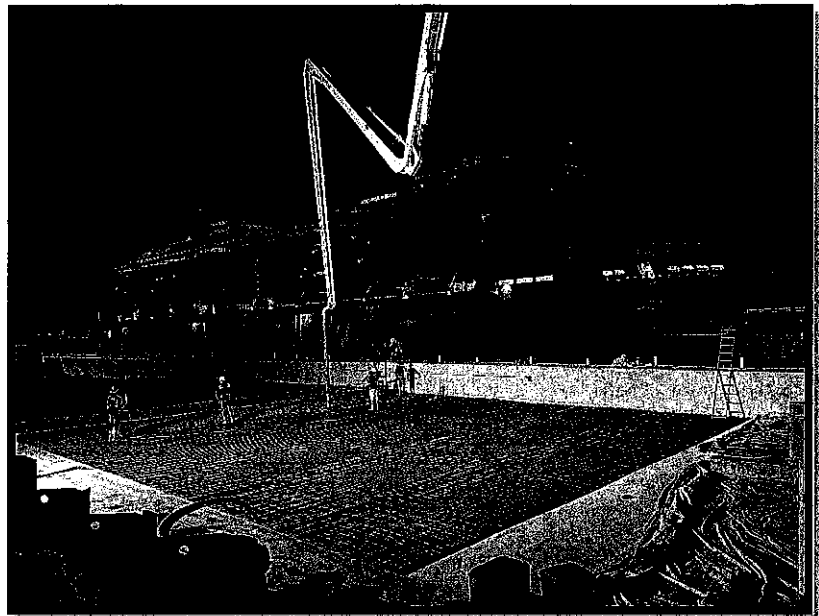
\$48,070,447

Project Time Period:

September 2021 – May 2023

Reference Contact:

Patrick Hammond PE
321-783-7831
phammond@portcanaveral.com





Project Experience

Cruise Terminal 8 & Cruise Terminal 10 Waterside Modifications

Client:

Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service Provided:

The scope of services for CT8 included the removal of existing double-bit bollards, deck fill-in at two locations, new 125-ton mooring dolphins at the North end, 100-ton mono-pile mooring dolphins on the South, new 125 MT spring line bollards, and modifications to utilities as necessary for the above renovations.

The scope of services for CT10 included deck fill-in at one location with additional fill-in, mono-pile mooring dolphin located at the West and East ends of the terminal, wharf power for luggage conveyor connections at three locations, and two future locations along the West end of the wharf. Each location to included two, 60-Amp receptacles matching the electrical requirements used along CT-B.

Contract Amount:

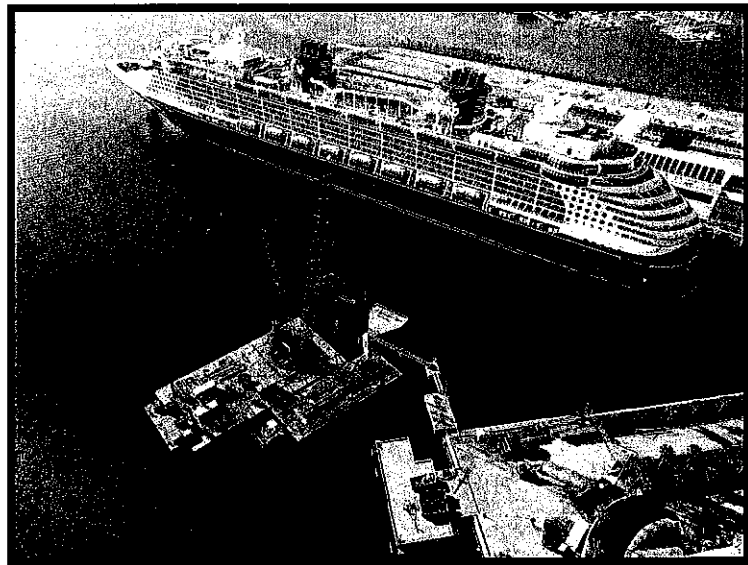
\$5,269,580

Project Time Period:

March 2020 - May 2021

Reference Contact:

Patrick Hammond PE
321-783-7831
phammond@portcanaveral.com





Project Experience

Cruise Terminal 3 Waterside Modifications

Client:

Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Services Provided:

Demolished and disposed of 1,400 LF of existing concrete open pile pier including piles, existing bulkheads, and concrete dolphin structures. Replaced the existing structures with deep wall structures.

This scope included furnishing and installation of the steel sheet-pile combination wall system, steel pipe A-frame tie back system, monopiles and shore mooring dolphins, sheet pile walls with grouted tie back anchors, below water grouted articulated slope protection mats, fenders, mooring fixtures, dredging, water vaults, and miscellaneous earthwork. Dredged approximately 60,000 CY of materials disposed at an offshore disposal site five miles off of the Brevard County coastline.

Contract Amount:

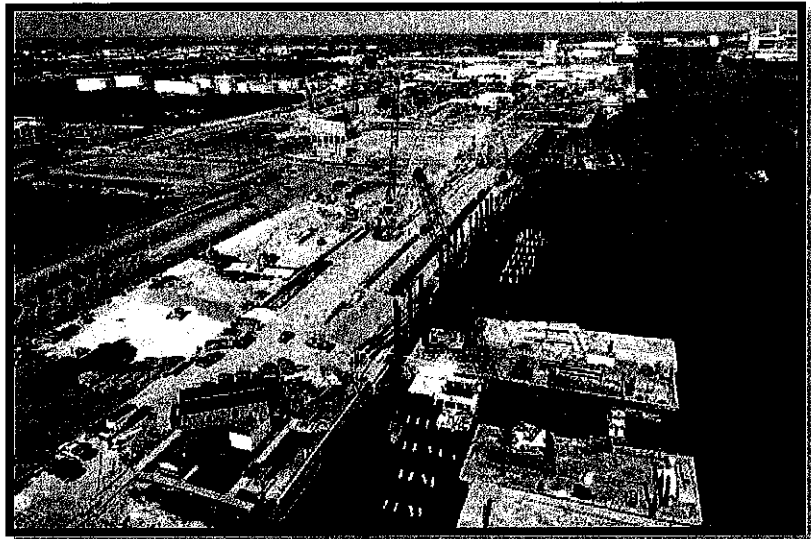
\$37,827,298

Project Time Period:

August 2018 - February 2020

Reference Contact:

Patrick Hammond PE
321-783-7831
phammond@portcanaveral.com





Project Experience

JAXPORT Dames Point Marine Terminal

Client:

Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, FL 32206
904-357-3065

Service Provided:

This project entails the removal of existing on-site debris, such as concrete pilings, slabs and beams as well as the excavation, dewatering and placement of fill material. Also, the installation of geotextile, bedding stone, and armor stone. The resulting stone structure serves to provide shoreline stabilization and protection along the Dames Point Marine Terminal Shoreline.

Contract Amount:

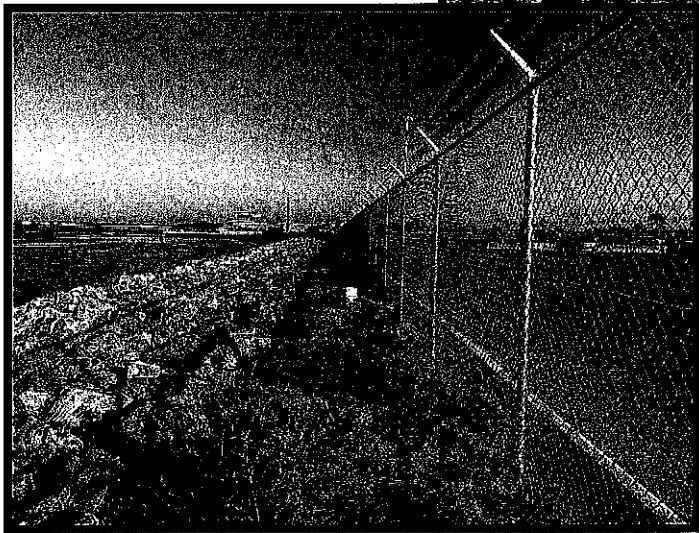
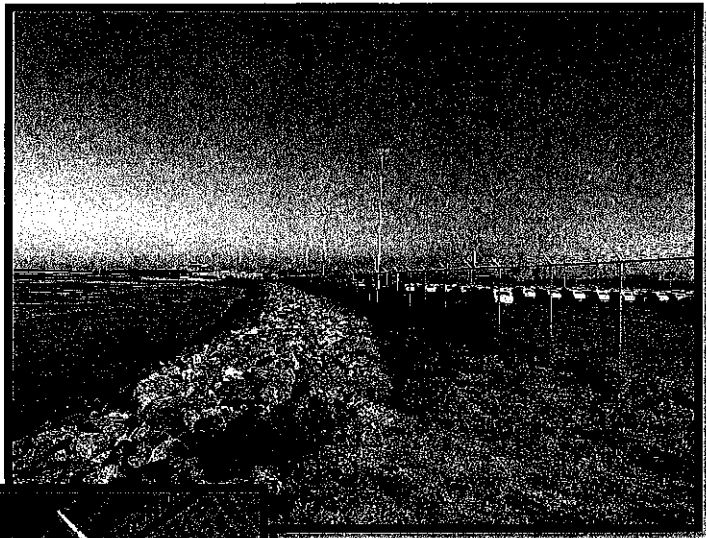
\$1,564,939

Project Time Period:

June 2023 – March 2024

Contact Reference:

James "Tripper" Jones
904-357-3062
james.jones@jaxport.com





Project Experience

Riverfront Park and Manatee Island Dock Repairs

Client:

City of Daytona Beach
301 S Ridgewood Avenue
Daytona Beach, FL 32114
386-671-8000

Service Provided:

This project included removal and installation of floating concrete docks, as well as the removal and replacement of FDOT marine-grade 50' piles and pile guides at the Riverfront Park and Manatee Island in Daytona Beach. Also included, the installation of the aluminum gangway, repair to header board on wooden boardwalk needed for gangway reinstatement. Furnish and install miscellaneous walers and rub-strips around the perimeter of floating dock. Replacing all deck mounted dock lights, and electrical wire and conduit installation.

Contract Amount:

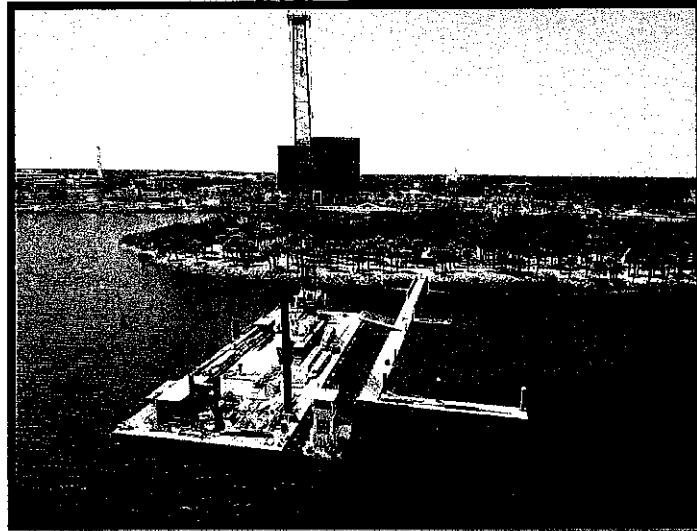
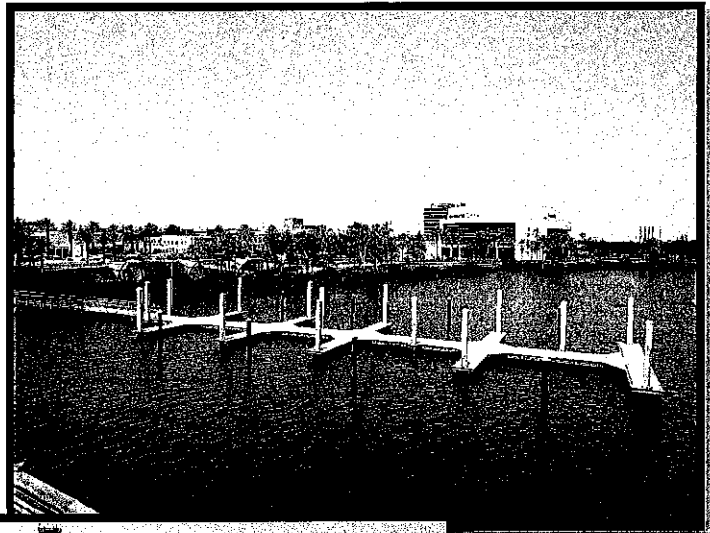
\$852,285

Project Time Period:

April 2024 – August 2024

Contact Reference:

Jim Nelson
386-671-8613
NelsonJames@CODB.US



Tab 5

Reference List



REFERENCE LISTFOR: RUSH Marine, LLC

Bidding Company's Name

1. Contact Name: Patrick Hammond, P.E.Company: Canaveral Port Authority

Project

Detail: North Cargo Berth 3 Modernization & RehabilitationNew marina berth construction gross area approximately 140,000 SF, berth length 967 LF. Demolition of existing open pile pier in its entirety.Address: 445 Challenger Road, Cape Canaveral, FL 32920Telephone #: 321-783-7831 E-Mail Address: phammond@portcanaveral.com

See Exhibit A for reference letter and additional project details.

2. Contact Name: Ashleigh SmithCompany: City of Titusville

Project

Detail: Spaceview Park WalkwayConstruction of 248 LF of concrete walkway, crossing over water connecting the North and South ends of Spaceview Park.Address: 555 S Washington Avenue, Titusville, FL 32796Telephone #: 321-567-3869 E-Mail Address: ashleigh.smith@titusville.com

See Exhibit A for reference letter and additional project details.

3.

Contact Name: Eric SpoelstraCompany: Loblolly Association

Project

Detail: Loblolly Marina ReplacementDemolition of existing marina. Furnished and installed new fixed & floating dock for 84 slip marina w/concrete and pipe piles to secure the dock system.Address: 7407 SE Hill Terrace, Hobe Sound, FL 33455Telephone #: 772-545-2575 E-Mail Address: espoelstra@loblollyinfo.com

See Exhibit A for reference letter and additional project details.

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



October 1, 2024

RE: Letter of Reference – RUSH MARINE LLC

To Whom It May Concern:

RUSH Marine successfully served as the prime contractor for the Canaveral Port Authority's North Cargo Berth 3 Modernization and Rehabilitation project. The North Cargo Berth 3 project was valued at \$48M and was a critical project to increase Port Canaveral's cargo business capabilities while restoring and protecting valuable assets. Due to RUSH Marine's attention to detail and proactive approach to project management, the project was completed on time and within budget. RUSH Marine consistently worked for the best interest of the owner and exceeded our expectations.

Additionally, the Canaveral Port Authority has had a successful working relationship with RUSH Marine for many years as our CM at Risk Waterside continuing contractor. This continuing contract has allowed the Canaveral Port Authority to work closely with RUSH Marine through various projects. On every project, the RUSH Marine team emphasizes the importance of safety, collaboration, and attention to detail.

We look forward to continuing to work with RUSH Marine on future projects here at Port Canaveral and I would highly recommend RUSH Marine LCC to other owners/organizations on any marine construction project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Hammond', is written over a white background.

Patrick Hammond, P.E.
Senior Project Manager



EXHIBIT A

Project Experience

North Cargo Berth 3 Modernization & Rehabilitation

Client:

Canaveral Port Authority
445 Challenger Road
Cape Canaveral 32920
321-783-7831

Service Provided:

New Marina Berth construction gross area approximately 140,000 SF, Berth length 967 LF. Demolition of existing open pile pier in its entirety, existing bulkhead, and miscellaneous structures.

Furnished and installed a new deep wall structure, A-frame tie system with steel pipe piles and concrete cap, relieving platform piles, and concrete structure, mono-pile dolphins and walkways, tie rods and mooring fixtures, and fenders.

Contract Amount:

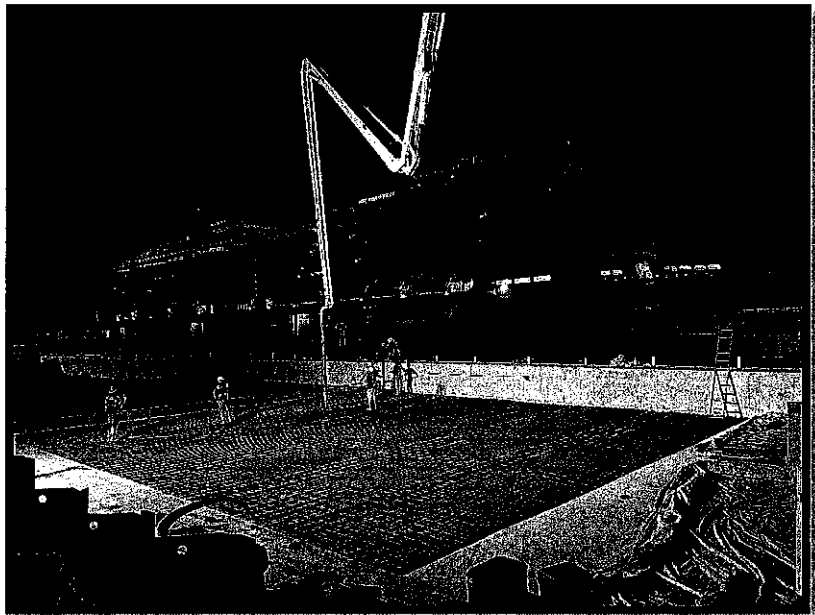
\$48,070,447

Project Time Period:

September 2021 – May 2023

Reference Contact:

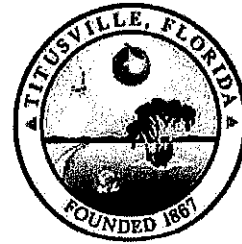
Patrick Hammond P.E.
321-783-7831
phammond@portcanaveral.com



City of Titusville

"Gateway to Nature and Space"

PUBLIC WORKS DEPARTMENT
2910 GARDEN STREET
TITUSVILLE, FLORIDA 32796



ENGINEERING
(321)-567-3859
Fax (321)-383-5653
www.titusville.com

June 10, 2024

Tony Landry

6285 Riverfront Center Blvd
Titusville, FL 32780
RUSH Marine, LLC
To whom it may concern,

RUSH Marine, LLC worked with the City of Titusville in early 2024 on the Spaceview Park Project. This contract included the construction of about 250 linear feet of a concrete pedestrian walkway over the Indian River Lagoon connecting the existing Gemini Park to the existing Veteran's Memorial Park. This project included the walkway, handrail, benches, solar lights, and included expertise in pile driving and concrete caps in order to install the pier.

From the very beginning of the project, RUSH Marine, LLC had a team dedicated to this project with expertise in construction, construction management, scheduling and technical expertise on piers and walkways of this nature. During the project, a minor modification to the plan was determined. RUSH Marine was quick to bring the issue to the City with solutions tailored with the best interest of the City in mind.

Throughout the contract with RUSH Marine, LLC, their team was dedicated to the project being successful, keeping to a schedule which was quicker than the allotted schedule time, and keeping to the budget of the project. They were always responsive during the project and showed a high level of collaboration.

I am certain RUSH Marine, LLC and their team will provide exceptional quality services if selected for your contract.

Sincerely,

Ashleigh Smith, PE
City Engineer



EXHIBIT A

Project Experience

Spaceview Park Walkway

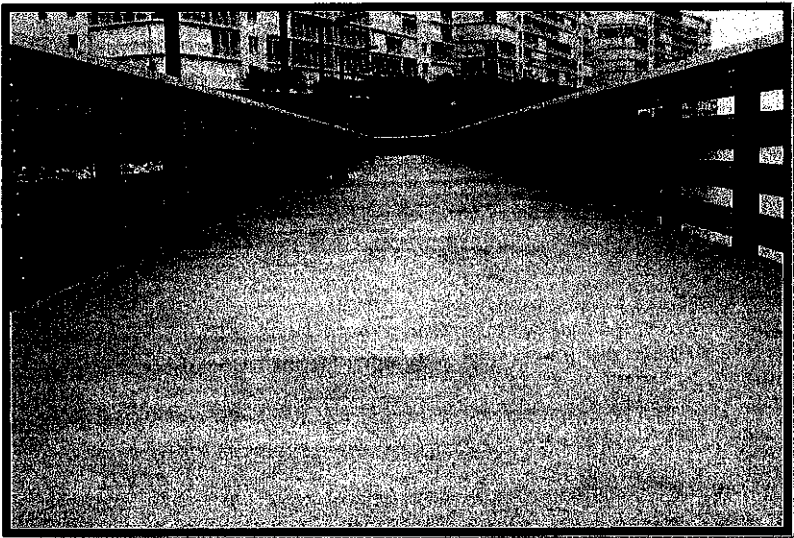
Client:
City of Titusville
555 S Washington Avenue
Titusville, FL 32796
321-567-3775

Service Provided:
Construction of 248 LF of concrete walkway, crossing over water connecting the North and South ends of Spaceview Park. Project consisted of concrete piling, precast deck slabs, handrail, and solar lighting.

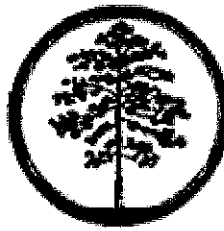
Contract Amount:
\$998,656

Project Time Period:
January 2024 – April 2024

Contact Reference:
Ashleigh Smith
321-567-3869
ashleigh.smith@titusville.com



Loblolly
7407 SE Hill Terrace
Hobe Sound, FL 33455



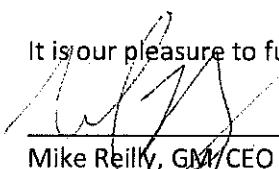
Item 5.4

To Whom It May Concern:

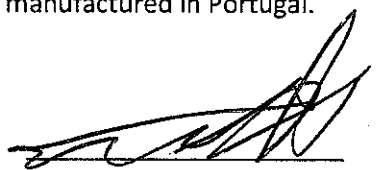
It is with great enthusiasm that we provide a beaming recommendation for RUSH Marine. RUSH was the general contractor for our 77-slip marina project conducted in the summer of 2022. Tony, the owner, was with us from inception to completion. Tony and his team, along with Project Manager Dean, were always attentive throughout the project. We conducted biweekly meetings throughout the project, and their attendance was either perfect, or close to perfect for these meetings.

RUSH executed very well, running a smooth project despite the complexity of the project. Our renovation was a complete overhaul, consisting of fixed and floating docks, with complicated logistics given our unique selection of "Suprefa" decking which was manufactured in Portugal.

It is our pleasure to fully endorse RUSH Marine!



Mike Reilly, GM/CEO
Loblolly



Eric Spoelstra, Waterfront Director
Loblolly



EXHIBIT A

Project Experience

Loblolly Marina Replacement

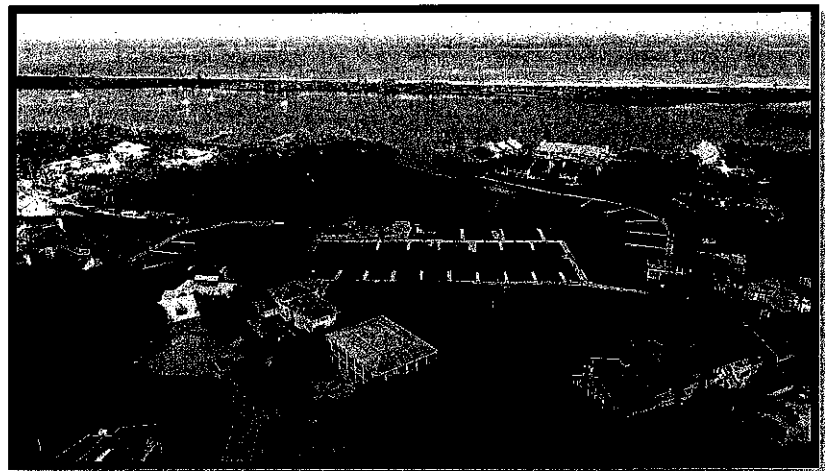
Client:

Loblolly Association
7407 SE Hill Terrace
Hobe Sound, FL 33455
772-546-8700

Service Provided:

New marina gross area 20,025 SF, marina length 2,090 LF, main pier pile depths -40' tip elevation, finger pier pile depths at -40 tip elevation, dredging 100 CY, asphalt tie ends to parking lots on each side.

Demolition of existing marina.
Furnished and installed new fixed and floating dock for 84 slip marina with concrete and pipe piles to secure the dock system. Furnished and installed new harbor master office foundation to include concrete piles, precast caps, and deck units.



Contract Amount:

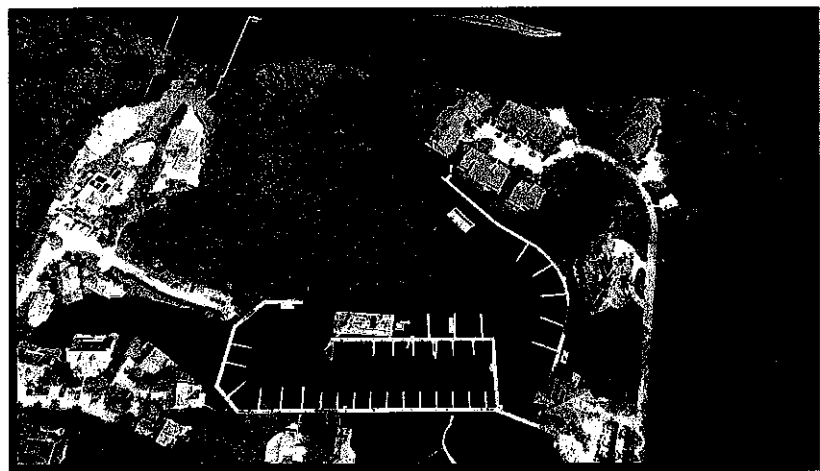
\$5,048,497

Project Time Period:

April 2022 – February 2023

Contact Reference:

Eric Spoelstra
772-545-2575
espoelstra@loblollyinfo.com



Tab 6

Drug Free Workplace Certificate Form



DRUG FREE WORKPLACE

CERTIFICATION FORM

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

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

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

Anthony Pender
Vendor's Signature

RUSH Marine, LLC
Company Name

October 2, 2024
Date

Tab 7

Certificate of Insurance





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/9/10/ Item 5.4

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services PO Box 4927 Orlando, FL 32802-4927 407 691-9600	CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600	FAX (A/C, No): 888-635-4183
	E-MAIL ADDRESS:	
INSURED RUSH Marine, LLC 6285 Riverfront Center Blvd Titusville, FL 32780	INSURER(S) AFFORDING COVERAGE	
	INSURER A : New York Marine & General Insurance Co	
	INSURER B : Navigators Insurance Company	
	INSURER C : Manufacturers Alliance Insurance Co	
	INSURER D : American Longshore Mutual Association	
	INSURER E : Safe Harbor Pollution Insurance	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded-\$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ML202400002185	04/01/2024	04/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Claim Exp \$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	X	X	AU202400019735	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X	ML202400002184	04/01/2024	04/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$
B	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000			NY24LIAZ0DQJC01	04/01/2024	04/01/2025	Each Occ/Agg \$9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	1155720Y	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	P & I			ML202400002185	04/01/2024	04/01/2025	1,000,000; ded-\$5,000
A	Marine Empl Liab			ML202400002185	04/01/2024	04/01/2025	Included; ded-\$5,000
D	WC-USL&H			ALMA0242004	04/01/2024	04/01/2025	1,000,000-Each Acc/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insurer E: Vessel Pollution Liability-Policy #V1583724 -Limit-\$5,000,000
 Insurer B: Site Pollution Liability-Policy NY24ECPX01414NC -Limit-\$1,000,000 per occr / 2,000,000 Ann Agg/ \$10,000 deductible.

CERTHOLDER and PROJECT OWNER IF APPLICABLE or OWNER is/are included as Additional insured(s) with respect (See Attached Descriptions)

CERTIFICATE HOLDER City of Eustis 10 N Grove Street Eustis, FL 32726	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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to General Liability and Auto liability when required by written contract and per policy terms and conditions. Additional insured and waiver of subrogation has been endorsed onto the Excess. The Excess is over the General Liability, Auto Liability and State Act Workers' Compensation. A Waiver of Subrogation applies to the General Liability, Auto Liability and Workers Compensation when required by written contract. Attached pages noting additional terms, conditions, coverage and/or comments applies. All supporting endorsements(s) and policy forms(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided.

RE: Ferran Park Seawall Repair



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: November 7, 2024

SUBJECT: Resolution Number 24-94: Edward Byrne Memorial Justice Assistance Grant (FY2023-JAGC-6N118)

Introduction:

Resolution Number 24-94 authorizes the Mayor and the Chief of Police to accept and utilize funds in the amount of \$7,721.00 from the Federal Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant, FY2023-JAGC-6N118. The grant will be utilized for the purchase of REP Fitness physical fitness equipment. The equipment includes a REP Ares 2.0 functional trainer a PR 5000 power rack and multiple attachments and miscellaneous gym pieces. The Eustis Police Department recognizes the importance of maintaining officer fitness and readiness to ensure the health and safety of its personnel. Physical fitness plays a key role in law enforcement, enhancing officer performance, reducing injury risks, and contributing to overall wellness. The proposed fitness equipment includes a combination of strength-training equipment, and functional fitness tools that support the physical conditioning of officers.

Background:

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

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

The Eustis Police Department has determined the following:
The best use of the current FY2023-JAGC-6N118 award of \$7,721.00 would be the purchase of REP Fitness, physical fitness equipment.

The FY2023-JAGC-6N118 grant award will allow the Eustis Police Department to acquire REP Fitness physical fitness equipment. The acquisition of the REP Fitness physical fitness equipment will significantly increase the ability of the Eustis Police Department to maintain a high standard of physical readiness, which is essential for effective law enforcement. By improving officers' strength, endurance, and overall health, the equipment will enhance their ability to respond swiftly and safely to emergencies, protect the community, and handle physically demanding situations. This investment in officer wellness not only reduces the risk of injuries but also ensures that officers are fit for duty, ultimately benefiting the safety and well-being of the residents of Eustis.

Recommended Action:

The administration recommends approval of Resolution Number 24-94.

Budget/ Staff Impact:

The total cost of the REP Fitness equipment is \$7,733.85. Monies from the police department's general fund will be utilized to cover the cost difference over the \$7,721.00 grant award.

Reviewed By:

Craig A. Capri, Chief of Police

Prepared By:

Kenneth Toler, Road Patrol Commander

RESOLUTION NUMBER 24-94

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

WHEREAS, the Florida Department of Law Enforcement (FDLE) has notified the City of Eustis Police Department of the award of \$7,721.00 from Federal Fiscal Year (FFY) 2023, Edward Byrne Memorial Justice Assistance Grant Program Funding (FY2023-JAGC-6N118) for use by the City of Eustis Police Department; and

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

WHEREAS, the City of Eustis Police Department has determined the need to purchase REP Fitness, physical fitness equipment; and

WHEREAS, the aforementioned Edward Byrne Memorial Justice Assistance Grant Program (FY2023-JAGC-6N118) funds can be used to pay for the cost of purchasing physical fitness equipment and

WHEREAS, Generally Accepted Accounting Principles necessitate the funds be budgeted and expended out of the FY2024 accounting period.

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

1. That the Mayor and Chief of Police are hereby authorized to accept available Edward Byrne Memorial Justice Assistance Grant Program (FY2023-JAGC-6N118) funds.
2. That upon receipt of the funds, the City's Finance Director is hereby authorized to make the necessary budget adjustments to reflect the award and expenditure of the aforementioned Edward Byrne Memorial Justice Assistance Grant Program (FY2023-JAGC-6N118) funds.

DONE AND RESOLVED, this 7th day of November 2024, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran
City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 7th day of November 2024 by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY’S OFFICE

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

City Attorney

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-94 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



Invoice

REP Fitness

11059 Dover St
Westminster, CO 80021
United States

Bill to

Kenneth Toler
Eustis Florida
10 North Grove Street
Eustis, 32726
United States

Invoice number INV-1119

Invoice date August 28, 2024

Due date September 27, 2024

Total \$7,733.85

PRODUCTS & SERVICES	QTY	UNIT PRICE	AMOUNT
BlackWing™ Adjustable Bench - Metallic Black / Standard	1	\$599.99	\$599.99
PR-5000 Crossmembers - Set / 16" / Matte Black	1	\$219.98	\$219.98
PR-5000 Rack Uprights - Pair / 93" / Matte Black	3	\$239.99	\$719.97
Logo Plate Crossmember - 5000	1	\$119.99	\$119.99
Triangle Row	1	\$39.99	\$39.99
Flat Sandwich J-Cups 2.0 - 5000	1	\$129.99	\$129.99
Kettlebells (lb) - 15lb	1	\$39.99	\$39.99
Kettlebells (lb) - 20lb	1	\$45.99	\$45.99
Leg Roller - 5000 Pair	1	\$99.99	\$99.99
Spring Clips	1	\$14.99	\$14.99
ISO Arms - 5000	1	\$599.99	\$599.99
Tricep Pressdown Bar	1	\$29.99	\$29.99

PRODUCTS & SERVICES	QTY	UNIT PRICE	AMOUNT
PR-5000 Crossmembers - Set / 30" / Matte Black	1	\$259.98	\$259.98
Flip-Down Safeties - 5000 / 30"	1	\$229.99	\$229.99
Spotter Arms - 5000	1	\$209.99	\$209.99
Ares™ 2.0 Cable Attachment (6-Post Series) - 5000 / 93" / 30"+ 16"	1	\$2,799.99	\$2,799.99
Dip Station - 5000	1	\$139.99	\$139.99
Kettlebells (lb) - 5lb	1	\$19.99	\$19.99
Performance Package	1	\$114.00	\$114.00
Ares™ - Weight Stack Upgrade	1	\$299.99	\$299.99
Kettlebells (lb) - 10lb	1	\$35.99	\$35.99
Weight Storage Horn Sets - 5000	1	\$419.99	\$419.99
Barbell Shoulder Pad	1	\$24.99	\$24.99
Equalizer™ - Urethane-Coated Plate Sets - 355lb Set	1	\$1,107.99	\$1,107.99
Landmine Attachment - 5000	1	\$89.99	\$89.99

Subtotal	\$8,413.72
Facility	(\$1,262.05)

Shipping	\$58	Item 5.5
Total	\$7,733.85	

Comments

All fees are listed in USD and are subject to sales tax (as applicable).



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: November 7, 2024

RE: Resolution Number 24-95: Purchase in Excess of \$50,000 for a New Bucket Truck

Introduction:

Resolution Number 24-95 authorizes a purchase in excess of \$50,000 for a scheduled purchase of a new bucket truck, which is included in the 2024-25 CIP Budget

Background:

The Public Works Department requires a second bucket truck to perform their aerial duties involving heights such as building & roof maintenance, tree maintenance, lights on poles maintenance, hanging and removing event signs and banners, hanging and removing Christmas lights, etc. This vehicle is a vital piece of equipment for the Public Works crew. Staff included the purchase of a new bucket truck in the approved FY 2024-25 Capital Budget.

The Eustis Purchasing Department has researched this purchase in accordance with City Purchasing Ordinance requirements. Altec Industries, Inc. is a “Direct Sales Manufacturer”, which means they do not have any distributors for their 2024 Ford F450 Altec Model AT335 Articulating Telescopic Aerial Device. Their pricing is based on the Sourcewell Contract #110421-ALT. Eustis Purchasing Department has verified that the quote matches the contract list price of \$128,539.

A new bucket truck purchase was included in the approved budget for this fiscal year 2024-2025 (Account #010-8600-541-60-26).

The City Purchasing Ordinance states that any purchase in excess of \$50,000 requires the Commission’s approval.

Budget/Staff Impact:

The funds for the proposed purchase have been included in the approved Fiscal Year 2024/2025 CIP budget, Account #010-8600-541-60-26.

Prepared By:

Sally Mayer, Administrative Assistant – Public Utilities

ATTACHMENTS:

Resolution Number 24-95

Altec Industries Quote Number 1553499-1

RESOLUTION NUMBER 24-95

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 TO PROCURE A 2024 FORD F450 ALTEC MODEL AT335 ARTICULATION TELESCOPIC AERIAL DEVICE BUCKET TRUCK.

WHEREAS, the Public Works Department needs a new bucket truck to perform their day-to-day duties that require arial access; and

WHEREAS, the City’s approved FY 2024-2025 Budget includes the purchase of a new bucket truck; and

WHEREAS, Altec Industries, Inc. is a “Direct Sales Manufacturer” of their hydraulic aerial device; and

WHEREAS, the Purchasing Department has verified that the Altec Industries quote matches the contract price listing of Sourcewell Contract #110421-ALT; and

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

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

- (1) The Purchasing Department is hereby authorized to complete the transaction in accordance with this resolution.
- (2) The City Manager is hereby authorized to approve a purchase in excess of \$50,000 for the procurement of a 2024 Ford F-550 Altec Bucket Truck in the amount of \$128,539.

DONE AND RESOLVED, this 7th day of November 2024, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 7th day of November 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

Sasha Garcia
City Attorney

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-95 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Date

Christine Halloran
City Clerk



Quote Number 1553499-1
 Opportunity Number
 Sourcwell Contract #: 110421-ALT
 Date: 8/21/2024

Quoted for: City of Eustis
 Customer Contact:
 Phone: / Email:
 Quoted by: Britton Elmore
 Phone: / Email: Paul Hinson@altec.com
 Altec Account Manager: Paul Hinson

REFERENCE ALTEC MODEL		Sourcwell Price
AT335	Articulating Telescopic Aerial Device (Non-Insulated)	\$160,134

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1		
2		
3		
4		

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
SOURCEWELL OPTIONS TOTAL:		\$160,134

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	\$0
2	UNIT & HYDRAULIC ACC	\$0
3	BODY	\$0
4	BODY & CHASSIS ACC	\$0
5	ELECTRICAL	\$0
6	FINISHING	\$0
7	CHASSIS	-\$18,218
8	OTHER	From 2027 Ford to 2024 Ford
OPEN MARKET OPTIONS TOTAL:		-\$31,695

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$128,539.00
 Delivery to Customer: \$3,243.00
 Estimated Taxes (Delivery non-taxable):
 FET:
 CA Doc/Admin/Tire Fees:
 Extended Warranty:

TOTAL FOR UNIT/BODY/CHASSIS: \$131,782.00

Will have City Hasl C Herron

(C.) ADDITIONAL ITEMS (Items are not included in total above)

1		
2		
3		
4		

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order book, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than _____ months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION:

[Back to Aerial Devices](#)

SHARE



AT335

Articulating Telescopic Aerial Device

The AT335 is a versatile non-insulating aerial truck developed for the telecommunications and cable industry with updated features to help maximize productivity and efficiency. The updated controls improve ergonomics, enhance unit speed, and provide more meterability. Built-in storage and multiple power options at the platform help increase efficiency at the jobsite. With updated structures, the cargo space is optimized for storage and the aerial unit offers best-in-class side reach to help operators effectively reach their work. Choose from a variety of possibilities, including a 180 degree platform rotator, to suit your crew's preferences. The AT335 is perfect for the growing and evolving telecom market.

[Request a Quote](#)
[Specifications](#)
[Photos/Videos](#)

General Specifications:

Ground to Bottom of Platform*:	35.7 ft (10.9 m)
Maximum Side Reach:	27.2 ft (8.3 m)
Boom Articulation (Lower Boom):	-22 to 74°
Rotation:	370° Non-Continuous

[Download Spec Sheet](#)

Standard Features:

- Telescopic Articulating Non-Insulating Aerial Device
- Hydraulically Extended Boom
- Single Handed Variable Speed Ergonomic Upper Controls
- Push-Button Pendant Lower Controls
- Non-Continuous 370° Rotation
- End-Mounted Platform 26 x 26 x 42 in (660.4 x 660.4 x 1066.8 mm)
- Hydraulic Platform Leveling
- Platform Capacity up to 400 lb
- Engine Start/Stop at Upper and Lower Controls
- Manual Lowering Valve
- 120 VAC Circuit in Boom with GFI Protected Outlet at Platform
- Storage Area at Platform with 12V AC Power Outlet



Quote Number: 1553499 - 1
Altec, Inc.

August 20, 2024
Our 95th Year

Ship To:

CITY OF EUSTIS
400 MORIN ST
EUSTIS, FL 32726

Bill To:

CITY OF EUSTIS
400 MORIN ST
EUSTIS, FL 32726

Altec Sales Order: 7736629
Altec Quotation Number: 1553499 - 1
Run Number: 1402325
Account Manager:
Technical Sales Rep: Britton Elmore
Reference WO: -
Customer Inspection:
Customer Truck Number:

X7 Discrete Job: 1021713296
X7 Configured Item: 000000000-35132909
Quantity: 1
X4 Discrete Job: 1021838636
X4 Configured Item: 000054005-35132905
System Engineer: Robert Bush
Structural Engineer: Glen Henning
Line Set Date: 11/01/2023

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	AT335 Unit Model	1
2.	AT335 Hydraulic Level End Mount Platform (Platform Capacity, 400 LBS)	1
3.	Dual Strobe Beacons, Amber LED With Brush Guard, Mounted On Unit Riser	1
4.	Poly Hydraulic Reservoir, Mounted Inside Pedestal, 7 Gallon (Includes Sight Gauge)	1
5.	Post Mount Formed Pedestal	1
6.	Single, One-Man, End-Mounted Platform With Door and Toe Space, 26 X 26 X 42	1
7.	Platform Cover, Vinyl, Over-Sized to Cover Unit Controls	1
8.	12V Outlet at Platform	1
9.	110 VAC installed at boom tip. A non-GFCI duplex receptacle connected to a ground fault protected circuit with hinged weather-resistant cover.	1
10.	Variable Speed, Single Hand Paddle Switch Control System	1
11.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1



Quote Number: 1553499 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>
12.	Engine Start/Stop At Upper And Lower Controls	1
13.	Powder coat unit Altec White.	1
<u>Unit and Hydraulic Acc.</u>		
14.	HVI-22 Hydraulic Oil (Standard).	9
15.	Standard Pump For PTO	1
16.	Hot shift PTO for automatic transmission	1
<u>Body</u>		
17.	108 inch Universal Small aerial body for a 60 inch CA chassis with 38 inch long Side access Tailshelf to meet the following Specifications:	1
	A. Basic body fabricated from a40 grade 100% zinc alloy coated steel	
	B. All doors are full, double paneled, self-sealed with built-in drainage.	
	C. Stainless steel hinge rods extend full length of door.	
	D. Door hinges are zinc alloy material attached with rivets	
	E. All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.	
	F. Heavy-gauge welded steel frame construction with smooth galvaneal floor.	
	G. Possible contact edges are folded for safety.	
	H. Door header drip rail at top for maximum weather protection.	
	I. Neoprene or rolled fenders on wheel fender panels.	
	J. Steel treated for improved primer bond and rust resistance.	
	K. Automotive type non-porous door seals fastened to the door facing.	
	L. 108 inch body length	
	M. 40 inch body height	
	N. 94 inch body width	
	O. 20 inch body compartment depth	
	P. Finish paint body Altec White at body manufacturer.	
	Q. Automotive underseal applied to body.	
	R. No treadplate on compartment tops	
	S. 6 inch tall wooden tailboard installed at the rear of body cargo area	
	T. Adhesive strip lighting (LED) around top and sides of compartment door facings	
	U. Stainless steel rotary paddle latch with lock	
	V. Master body locking System	
	W. Gas shock type rigid door holders for vertical doors	
	X. Chains on horizontal doors	
	Y. One (1) double-capacity chock holder on curbside of body with retaining lip in fender panel	
	Z. B-line channel installed in compartments and front body understructure.	
	AA. 1st vertical streetside (LH) - Two (2) adjustable shelves With Removable dividers on 4 inch centers	
	AB. 1st horizontal streetside (LH) - One (1) adjustable shelf With Removable dividers on 4 inch centers	



<u>Item</u>	<u>Description</u>	<u>Qty</u>
AC.	Rear vertical streetside (LH) - One (1) adjustable shelf With Removable dividers on 4 inch centers	
AD.	Rear vertical streetside (LH) - Six (6) adjustable locking swivel hooks (1-4-1)	
AE.	1st vertical curbside (RH) - Inverter storage inside of body compartment With guard and provisions for Remote GFCI Receptacle (Mounted on Top shelf Unless otherwise specified)	
AF.	1st vertical curbside (RH) - Louvered panel on Rear Wall To ventilate compartment	
AG.	1st vertical curbside (RH) - One (1) adjustable shelf With no dividers	
AH.	1st horizontal curbside (RH) - One (1) adjustable shelf With adjustable dividers on 4 inch centers	
AI.	1st horizontal curbside (RH) - Fixed shelf With Removable dividers on 4 inch centers on bottom of compartment	
AJ.	Rear vertical curbside (RH) - Two (2) adjustable shelves With Removable dividers on 4 inch centers	
AK.	One (1) small bolt-on grab handle installed at Rear of curbside compartments	
AL.	38 inch tailshelf with integrated side access steps and smooth galvaneal floor installed at rear of body. Includes the following: One (1) U-shaped grab handle. A perforated cutout of the light in the side access steps. An eyebrow at rear to protect the arrowboard light. Predrilled cone holder holes located on the streetside rear of the body compartments	
AM.	Lexan rock guards installed each front corner of body.	

Body and Chassis Accessories

18.	Underride Protection	1
19.	Receiver Hitch, 2.5 Inch, Class 5, Incorporated Into Frame Extension (Rated at 12,000 LB MGTW and 1,200 LB MVL)	1
20.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
21.	Timbren Springs for Front Suspension	1
22.	Rear Torsion Bar Installed on Chassis	1
23.	Appropriate counterweight added for stability.	1
24.	Rubber Belted Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1
25.	Platform Rest, Rigid with Rubber Tube	1
26.	Mud Flaps With Altec Logo (Pair)	1
27.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
28.	Lower control holder	1
29.	Slope Indicator Assembly For Machine Without Outriggers	1



Quote Number: 1553499 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>
30.	Universal Sloped Aluminum Ladder Rack for Curbside Installation	1
31.	Ladder Rack hold down (Quick-Lock) for sloped ladder racks. Lockable Standard	1
32.	Inverter Storage Inside Of Curbside 1st Vertical Body Compartment Includes Inverter Guard and Access to Integrated GFCI Receptacle	1
33.	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards	1
34.	5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)	1
35.	Triangular Reflector Kit, Shipped Loose	1
36.	Vinyl manual pouch for storage of all operator and parts manuals	1
37.	Rock Guards, Lexan, Installed Each Front Corner Of Body	1
<u>Electrical Accessories</u>		
38.	Compartment Lights Wired to Dash Mounted Master Switch in Chassis Cab	1
39.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
40.	Strobe Lights Wired Battery Hot	1
41.	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system	1
42.	7-Way Trailer Receptacle (Blade Type) Installed At Rear	1
43.	Ford Upfitter Switches (Supplied with Chassis)	1
44.	Inverter, 2000 Watt, Pure Sine Wave, 120 VAC	1
45.	Inverter Wired Battery Hot To Switch Mounted In Chassis Cab	1
46.	Battery Protection Device Installed To Turn Off Accessory Loads To Protect The Chassis Battery. Wire Strobes And Inverter In Battery Hot Mode.	1
47.	Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)	1
48.	Install Chassis (OEM) Supplied Backup Camera in Final Assembly	1
49.	PTO Indicator Light Installed In Cab	1



Quote Number: 1553499 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>
<u>Finishing Details</u>		
50.	Powder Coat Unit Altec White	1
51.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
52.	Apply Non-Skid Coating to all walking surfaces	1
53.	English Safety And Instructional Decals	1
54.	Vehicle Height Placard - Installed In Cab	1
55.	Placard, HVI-22 Hydraulic Oil	1
56.	Stability test unit according to ANSI requirements.	1
57.	Focus Factory Build	1
58.	Delivery Of Completed Unit	1
59.	Inbound Freight	1
60.	Altec Stock Spec, AT335, Ford F450 4x2, Gas, 60CA	1
61.	Stock Unit	1
<u>Chassis</u>		
62.	Altec Supplied Chassis	1
63.	Altec Stock Chassis	1
	A. 2024 Model Year	
	B. Ford F450	
	C. Class V (16,001-19,500 LBS)	
	D. Chassis Color - White	
	E. Regular Cab	
	F. 4x2	
	G. 60 Clear CA (Round To Next Whole Number)	
	H. 145 Wheelbase	
	I. 16,500 LBS GVWR	
	J. 6,000 LBs Front Axle Rating	
	K. 12,880 LBs Rear Axle Rating	
	L. Ford Gas 7.3L	



Quote Number: 1553499 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>
M.	Ford Torqshift 10-Speed Automatic Transmission (w/PTO Provision)	
N.	Ford E/F250-550 Single Horizontal Right Side Exhaust	
O.	50-State Emissions	
P.	No Idle Engine Shut-Down Required	
Q.	Hydraulic Brakes	
R.	Park Brake In Rear Wheels	
S.	Ford 40 Gallon Fuel Tank (Rear)	
T.	63C - Aft Axle Frame Extension	
U.	Backup Camera	
V.	Running Boards	
W.	Power Door Locks	
X.	Power Windows	
Y.	Power Mirrors	
Z.	Keyless Entry	
AA.	Bluetooth	
AB.	Cruise Control	
AC.	Snow Plow Package	

Additional Pricing

64. Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty 1

STOCK SALE PRICE.....\$131,782.00

Altec Industries, Inc.

BY _____

Britton Elmore, Technical Sales Representative

Notes:

- Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

- Estimated Delivery: Based on Stock Avail months after receipt of order PROVIDING:
 - Customer supplied chassis (if applicable) is received a minimum of sixty (60) days before scheduled delivery.



Quote Number: 1553499 - 1
Altec, Inc.

- B. Customer approval drawings are returned by requested date.
- C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
- D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

3. This quotation is valid until SEP 30,2024. After this date, please contact Altec Industries, Inc. for a possible extension.
4. F.O.B. - #FOB_TERMS#
5. Interest charge of 1/2% per month to be added for late payment.
6. FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.
7. Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.
8. Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.
9. Any payment made by a credit card may be subject to a surcharge fee.
10. Altec Standard Warranty:
 - One (1) year parts warranty.
 - One (1) year labor warranty.
 - Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger, weldments, pedestals, subbases, and turntables.

Altec is to supply a self-directed, computer-based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts.

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards.

11. Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.



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Altec, Inc.

12. After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
13. Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

14. The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.
15. Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

- Outrigger pads (When Applicable)
- Fall Protection System
- Fire extinguisher/DOT kit
- Platform Liner (When Applicable)
- Altec Sentry Training
- Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

16. Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.
17. **RECOMMENDED OPTIONS AND ACCESSORIES:** These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.





City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: November 7, 2024

RE: Resolution Number 24-96: Purchase in Excess of \$50,000 for a New Street Sweeper

Introduction:

Resolution Number 24-96 authorizes a purchase in excess of \$50,000 for a scheduled replacement of the Street Sweeping Vehicle.

Background:

The Public Works Department's Street Sweeper is due for replacement. The current sweeper is timeworn and requires constant expensive repairs. The approved FY 2024-25 Capital Budget includes an allocation for the purchase of a new one.

The Street Sweeping Vehicle is essential to maintain the streets and parking areas throughout the City. Also, this equipment is used to provide street sweeping services to the City of Umatilla per City of Eustis Resolution Number 16-17.

Staff has found a new Tymco Street Sweeper, Model 600A with a John Deere diesel turbocharged 4045T Final Tier 4 engine for \$369,989. Container Systems & Equipment Company of Daytona Beach, Florida is honoring this price per the Sourcewell Contract #111522-TYM. This equipment is replacing a worn-out vacuum truck that is scheduled for replacement.

The approved 2024-25 Capital Improvement Plan has \$400,000 programmed for this purchase in Account #049-3720-538-60-69.

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

Recommended Action:

Staff recommends approval of Resolution Number 24-96

Budget/Staff Impact:

The funds for the proposed purchase have been included in the approved Fiscal Year 2024/2025 CIP budget, Account #049-3720-538-60-69.

Prepared By:

Sally Mayer – Public Utilities Admin

Attachments:

Resolution Number 24-96

Sourcewell Contract Number 111522-TYM

RESOLUTION NUMBER 24-96

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVING A PURCHASE EXCEEDING \$50,000 FOR A NEW STREET SWEEPING VEHICLE; AND AUTHORIZING THE EUSTIS PURCHASING MANAGER TO PROCEED WITH THE PURCHASE FROM CONTAINER SYSTEMS AND EQUIPMENT COMPANY OF DAYTONA BEACH, FLORIDA.

WHEREAS, the Eustis Public Works Department is responsible for maintaining the City’s streets and parking lots as well as contracted to provide these services for the City of Umatilla; and

WHEREAS, a Street Sweeper is an essential piece of machinery necessary to perform these duties; and

WHEREAS, the current Street Sweeping Vehicle is timeworn, requires multiple expensive repairs and is scheduled to be replaced; and

WHEREAS, the City’s approved 2024-2025 Capital Improvement Plan has sufficient funds scheduled for the purchase of a new Tymco Street Sweeper, Model 600A with a John Deere diesel turbocharged 4045T Final Tier 4 engine for \$369,989 in Account #049-3720-538-60-69; and

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

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

- (1) The City Commission hereby authorizes a purchase in excess of \$50,000; and
- (2) The City Commission hereby authorizes the Purchasing Manager to proceed with the purchase of a new Tymco Street Sweeper, Model 600A with a John Deere diesel turbocharged 4045T Final Tier 4 engine from Container Systems & Equipment Company of Daytona Beach, Florida; and
- (3) That this resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 7th day of November 2024, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 7th day of November 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 24-96 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

Sourcewell Quote Form v2.0 - Sourcewell Contract #111522-TYM
Feb. 2, 2023 - Feb. 3, 2027



Customer / Sourcewell Member:	City of Eustis, FL
Sourcewell Member #:	204394
Customer Contact Name:	Jeffrey Crider
Customer Phone #:	352-267-7506
Customer E-Mail:	criderj@eustis.org
Quote Date:	9/20/24
Quote Validity:	30 Days
Quoted By:	Craig Cook
TYMCO Dealer:	Container Systems
TYMCO Dealer Contact:	Ryan Williams
TYMCO Dealer Contact E-Mail:	rwilliams@containersys.com

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan
 (kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

MODEL 600® SWEEPER STANDARD EQUIPMENT

Auxiliary Engine: John Deere diesel turbocharged 4045T Final Tier 4; 4 cylinder; 4.5 L (275 CID); 99 HP @ 2200 RPM; Torque 315 ft. lb. @ 1600 RPM; fuel/water separator, fuel filter; Donaldson PowerCore® air filter with scavenged pre-filter; Remote oil filter; 3.8 useable gallon Diesel Exhaust Fluid (DEF) tank. Includes John Deere Standard Warranty coverage 2 Years / 2000 Hours and Extended Amber Beacon Light - LED; SAE Class 1/California Title 13 compliant with protective limb guard.

Auxiliary Engine In-Cab Air Filter Restriction Indicator with Gauge: A filter restriction gauge included on the in-cab BlueLogic display with an audio and visual high restriction indicator.

Auxiliary Engine Protection System: Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature or low oil pressure.

Auxiliary Fuse Panel: A 12V DC fused power source panel for any needed additional electrical components or accessories, i.e. radios, warning lights, controls, etc.

Back-Up Alarm: ECCO Model 510; SAE Type C 97dB

BlueLogic® Control System: Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features. The BlueLogic Control System provides sweeper and auxiliary engine data to the operator through the touchscreen display and the multiplexed switch pack. The display is pedestal mounted for improved visibility and includes hour meters (Trip and Total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and BAH broom if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide and On-Board Diagnostics (OBD) for the auxiliary engine and sweeper.

Duo Skids: Warranted for 2 Years / 2000 hours prorated

Dust Control System: 220 gallon capacity polyethylene water tank (Extra Water capacities available); 5 gpm electric diaphragm type pump; low water audible alarm and message on BlueLogic display; external water level indicator; spray nozzles around pick-up head, gutter broom(s) and inside hopper. Peterbilt 156", Autocar 152" Diesel and Autocar 171" CNG chassis REQUIRES Extra Water Capacity (Refer to Dust Control Options Section).

Gutter Brooms, Twin; LED Floodlights and Parabolic Mirrors: Left and right side mounted 43" diameter wire filled digger type; adjustable LED floodlight for each gutter broom; 10.5" parabolic mirrors. Parabolic Mirrors N/A with Cabover Chassis.

High Capacity Dust Separator

Hydraulic System Protection: Hydraulic filter restriction indicator mounted in filter manifold; sight level gauge mounted on tank. BlueLogic control system continually monitors oil temperature.

LED Alternating Warning Light Set: Rear mounted oval lights (2).

LED Stop/Turn/Tail/Clearance Lights

Pressure Bleeder: Air pressure is deflected out, allowing additional suction across the front of pick-up head.

Rear Mounted LED Floodlights (2)

Rear View Camera System: 3rd Eye®, heavy duty rear infrared camera with 7" color monitor mounted in cab

Reverse Pick-Up Head System: Assists in backing up with Pick-Up Head down

Rubber Lined Blower: Warranty: 1 year / 1,000 hours prorated

Water Fill Hose & Rack: Flexible 20 foot long water tank fill hose with 2-1/2 inch hydrant coupling with rack mount. System incorporates air gap.

Work Platform: Easily accessible work platform located between truck cab and sweeper. Standard equipment with conventional chassis with 165" WB and horizontal exhaust. Not available with Extra Water Capacity or Chassis Vertical Exhaust.

Sweeper Warranty: 1 Year / 1000 Hours. Contact factory for details.

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
600000	1	Model 600® Sweeper with Standard Equipment (Base Price)	\$196,443.00	\$186,620.00
1 AUXILIARY ENGINE HYDRAULIC OPTIONS:				
2 GUTTER BROOM OPTIONS:				
600081	1	Gutter Broom Drop Down: Right	\$900.00	\$855.00
600081	1	Gutter Broom Drop Down: Left	\$900.00	\$855.00
600022	1	Gutter Broom Tilt Adjuster: Right	\$900.00	\$855.00
600022	1	Gutter Broom Tilt Adjuster: Left	\$900.00	\$855.00
600070	1	Gutter Broom Variable Speed: Right and Left	\$853.00	\$810.00
3 DUST CONTROL SYSTEM OPTIONS:				
Unpublished	1	Additional Left Gutter Broom Nozzle	\$422.00	\$400.00
Unpublished	1	Additional Right Gutter Broom Nozzle	\$422.00	\$400.00
Unpublished	1	Additional Pressure Transition Nozzle	\$422.00	\$400.00
Unpublished	1	Additional Hopper Nozzle	\$422.00	\$400.00
600004	1	A.O.D. (Air Operated Diaphragm) Water Pump with Wash Down Hose & Gun (Exchange)	\$2,227.00	\$2,115.00
600021	1	Extra Water Capacity - 330 Gallons: COMDEX®	\$5,022.00	\$4,770.00

Section / Type	Qty	Model 600* Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
600045	1	High Output Water System	\$853.00	\$810.00
Unpublished	1	Hydrant Wrench	\$53.00	\$50.00
Unpublished	1	Water Tank Level Gauge	\$632.00	\$600.00
4 HOPPER OPTIONS:				
600036	1	Abrasion Protection Package	\$1,090.00	\$1,035.00
600084	1	Dump Switch in Cab	\$237.00	\$225.00
600089	1	Hopper Screen Vibrator	\$1,706.00	\$1,620.00
Unpublished	1	Hopper Suction Inlet Wear Flange with Liner	\$1,579.00	\$1,500.00
600043	1	Sweeper Deluge System	\$1,137.00	\$1,080.00
5 PICK-UP HEAD OPTIONS:				
601000	1	Broom Assist Pick-Up Head (Exchange)	\$5,543.00	\$5,265.00
600075	1	Linear Actuator w/Gauge - Pressure Bleeder	\$522.00	\$495.00
600063	1	Pick-Up Head Curtain Lifter	\$1,706.00	\$1,620.00
Unpublished	1	Pick-Up Head Pressure Inlet Water Injection System	\$1,895.00	\$1,800.00
Unpublished	1	Removable Front Curtain Set	\$264.00	\$250.00
Unpublished	1	Skid Bumper Extension Set (3")	\$264.00	\$250.00
6 AUXILIARY HAND HOSE OPTIONS:				
600058	1	Auxiliary Hand Hose w/ Hydraulic Boom Assist	\$5,543.00	\$5,265.00
Unpublished	1	Auxiliary Hand Hose Nozzle Extension	\$527.00	\$500.00
Unpublished	1	Manhole Cover Lift Upgrade	\$1,053.00	\$1,000.00
7 STAINLESS STEEL OPTIONS:				
600091	1	Stainless Steel Hopper (Exchange)	\$24,348.00	\$23,130.00
Unpublished	1	Stainless Steel Bolt-On Blower Housing (Exchange)	\$1,579.00	\$1,500.00
8 AIRPORT OPTIONS:				
9 SWEEPER ADDITIONAL OPTIONS:				
Unpublished	2	Floodlight - LED (Additional): Price per Each	\$211.00	\$400.00
<i>Location: R/L - Pick-Up Head</i>				
Unpublished	1	Sweeper Paint: TYMCO Standard White	\$0.00	\$0.00
10 UNPUBLISHED SPECIAL SWEEPER OPTIONS:				
Unpublished	1	Auxiliary Engine Remote Oil Sight Gauge	\$527.00	\$500.00
Unpublished	1	Auto Sweep Assist (ASA)	\$2,632.00	\$2,500.00
Unpublished	1	Curview Camera System: Right Side Gutter Broom View	\$6,316.00	\$6,000.00
Unpublished	1	Curview Pick-Up Head Camera (Additional)	\$1,053.00	\$1,000.00
Section / Type	Qty	Model 600* Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext
11 CAB CHASSIS:				
600709	1	2025 Freightliner M2-106 PLUS, 33,000 lb. GVWR, 165" WB, Diesel (1-SPD) EPA *For Use in EPA States Only*	\$117,175.00	\$117,175.00
12 CHASSIS ADDITIONAL OPTIONS:				
Unpublished	1	Air Horn (Dual)	\$500.00	\$500.00
Unpublished	1	Battery Disconnect Switch	\$450.00	\$450.00
Unpublished	1	Fire Extinguisher	\$100.00	\$100.00
Unpublished	1	Hazard Reflectors	\$100.00	\$100.00
Unpublished	1	LED Alternating Warning Light Set: Front Grille	\$450.00	\$450.00
Unpublished	1	LED Amber Light Bar: Cab Mounted	\$1,800.00	\$1,800.00
Unpublished	1	LED Amber Traffic Directing Light: Rear Mounted	\$800.00	\$800.00
Unpublished	2	Parabolic Mirror Head - 12" (Exchange)	\$75.00	\$150.00
Unpublished	1	Truck Paint: Standard Factory White	\$0.00	\$0.00
13 UNPUBLISHED SPECIAL CHASSIS OPTIONS:				
Unpublished	1	Deduct for Single Steer Truck (2025 MY International & Freightliner Only)	-\$12,000.00	-\$12,000.00
14 DEALER UNPUBLISHED OPTIONS:				
15 TOTAL COST OF ACQUISITION COSTS				
	1	Freight / PDI / Inservice	\$2,734.00	\$2,734.00

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan
(kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Total Price: \$369,989.00

Section / Type	Qty	Model 600* Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
			FOB:	Eustis, FL
			Delivery ARO:	120-150 Days

**Pricing Details: TYMCO, Inc. offers Sourcewell Members a 5% discount on all base sweeper models and sweeper options from the Sourcewell Price Catalog (Base + Items in Sections 1 through 10). Chassis, chassis options, dealer unpublished options and Total Cost of Acquisition Costs (Items in Sections 11 – 15) are not discountable. The Sourcewell Discount shown above is reflective of 5% of all applicable items on this quote.*

- Notes
1. Note: Delivery Subject to Truck Availability
 2. Sweeper is in stock subject to prior sale - Build to order unit would be 210-300 day delivery and would require re-quoting on a 2026 chassis.







City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: November 7, 2024

RE: Resolution Number 24-97: Approval of a Purchase in Excess of \$50,000 for Two Caterpillar Excavators

Introduction:

Resolution Number 24-97 approves a purchase in excess of \$50,000 for two new Caterpillar Excavators through the Florida Sheriff's Association Contracts.

Background:

- 1) A Caterpillar 310 CFG14C Hydraulic Excavator, 15,590 pounds to replace the time worn ditch excavator which was bought used in 2016. The ditch excavator is a vital piece of equipment within the Public Works Department fleet. This equipment is used for stormwater drainage, cleans canals and swales, and is necessary to continue the maintenance of the City's right of ways. It will also be utilized for emergency operations during disaster events such as hurricanes, tornados, etc. This machine can be purchased from the Ring Power Corporation of Atlanta, Georgia under the Florida Sheriff's Association Bid Number FSA23-EQU21.0 for the amount of \$155,796. The FY 2024-25 Capital Budget included \$160,000,000 for purchase of this equipment in Account Number 010-8600-541-60-21.
- 2) A Caterpillar 301.7 Hydraulic Mini Excavator, 7,105 pounds, which is a downgraded version of the Caterpillar 303E. This machine is a smaller version of the Public Works' new excavator and will be dedicated to service the City cemetery. This machine can be purchased from the Ring Power Corporation of Atlanta, Georgia under the Florida Sheriff's Association Bid Number FSA23-EQU21.0 for the amount of \$38,605. The FY 2024-25 Capital Budget included \$40,000 for purchase of this equipment in Account Number 001-4920-517-60-64.

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

Recommended Action:

Staff recommends approval of the resolution.

Budget/Staff Impact:

The funds for these proposed purchases have been included in the approved Fiscal Year 2024/2025 CIP budget, Account Numbers 010-8600-541-60-21 and 001-4920-517-60-64.

Prepared By:

Sally Mayer – Public Utilities Admin

Attachments:

Resolution Number 24-97

Florida Sheriff's Association Bid Number FSA23-EQU21.0

RESOLUTION NUMBER 24-97

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 TO PROCURE TWO NEW CATERPILLAR EXCAVATORS.

WHEREAS, the Public Works Department's current ditch excavator was purchased used in 2016 and has been scheduled for replacement; and

WHEREAS, the City's Cemetery requests a mini ditch excavator for grave digging and various other purposes which has been scheduled for purchase in this new fiscal year; and

WHEREAS, the City's approved FY 2024-25 CIP Budget includes the purchase of a replacement Public Works ditch excavator in the amount of \$160,000; and

WHEREAS, the City's approved FY 2024-25 CIP Budget includes the purchase of a mini ditch excavator for the City cemetery in the amount of \$40,000; and

WHEREAS, these machines can be purchased from the Ring Power Corporation of Atlanta, Georgia under the Florida Sheriff's Association Bid Number FSA23-EQU21.0; and

WHEREAS, the Caterpillar 310 CFG14C Hydraulic Excavator can be purchased for the amount of \$155,796; and

WHEREAS, the Caterpillar 301.7 Hydraulic Mini Excavator can be purchased for the amount of \$38,605; and

WHEREAS, the City Commission must approve any purchase exceeding \$50,000.

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

- (1) The City Manager is hereby authorized to approve a purchase in excess of \$50,000 for the procurement of the two Caterpillar Hydraulic Excavators as described above.
- (2) The Purchasing Department is hereby authorized to complete the transaction in accordance with this resolution.

DONE AND RESOLVED, this 7th day of November 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 7th day of November 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

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-97 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



QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
City of Eustis

8/15/2024

(1) NEW CATERPILLAR 310 HYDRAULIC EXCAVATOR

CONTRACT DETAILS

Florida Sheriff's Association Bid # FSA23-EQU21.0 Item # 68: Group: Excavator, Hydraulic Excavator - 15,590 LB Contract Effective Dates: October 1, 2023, Through September 30, 2024

BASE MACHINE

BASE	Caterpillar 308 Per Sheriff's Contract Specifications	\$140,117
637-9966	Upgrade to 310 CFG14C, Base Machine Only	(\$7,336)
TOTAL OF BASE MACHINE		\$132,781

NON-SPECIFIED OPTIONS

651-5116	NOMENCLATURE CHANGE TO CFG14D	INCL
512-2572	BOOM, FIXED	INCL
512-4539	ENGINE, EPA TIER 4 FINAL	INCL
511-6248	ELECTRICAL ARR, C3.3 HRC	INCL
522-6472	LIGHTS, LED	INCL
511-6157	ALARM, TRAVEL	INCL
382-8757	DRAIN, ECOLOGY	INCL
638-8109	SEAT, AIR SUSP, FABRIC, HEATED	INCL
647-0991	CAMERA, REAR AND SIDE	INCL
557-1709	SOFTWARE, PROPORTIONAL CONTROL	INCL
557-1710	SOFTWARE, STICK STEER CONTROL	INCL
557-1711	SOFTWARE, 2 WAY CONTROL	INCL
557-1713	SOFTWARE, CODED START	INCL
562-9477	STICK, LONG, 2ND AUX	\$5,280
514-8054	LINES, BOOM	NC
514-8068	LINES, STICK	NC
515-5636	LINKAGE BUCKET W/ LIFTING EYE	\$770
613-8544	HOUSE SWING COVER, 10T	NC

562-3707	STD BLADE AND TRACK W/PADS	\$9,550
510-6085	BELT, SEAT, 3" RETRACTABLE	NC
639-4467	INTEGRATED RADIO V2	\$545
511-6180	MONITOR NEXT GEN, ADVANCED, CR	\$1,430
628-8023	PRODUCT LINK, CELLULAR PLE643	NC
522-6460	CAT KEY, WITH PASSCODE OPTION	NC
525-6657	COUNTERWEIGHT, EXTRA	\$1,360
523-3992	INSTRUCTIONS, ANSI	NC
OP-3380	INSTRUCTIONS, ENGLISH	NC
415-2556	HEATER, WATER JACKET	\$303
558-9100	CONTROL, HYD, COUPLER, 3 LINE	\$1,410
516-1616	LINES, QC, LONG STICK, 3 LINE	<u>\$1,410</u>
	SUB TOTAL	\$22,058
	LESS 20% SHERIFF'S CONTRACT DISCOUNT	<u>(\$4,412)</u>
TOTAL OF NON-SPECIFIED OPTIONS		\$17,646
CAT WORK TOOLS		
540-6735	THUMB, HYDRAULIC, 10T	\$5,625
547-7033	BUCKET-HD 36", 15.9 FT3	<u>\$3,431</u>
	SUBTOTAL	\$9,056
	LESS 12% SHERIFF'S CONTRACT DISCOUNT	<u>(\$1,087)</u>
TOTAL OF CAT WORK TOOLS		\$7,969
WARRANTY		
	24 MONTH / 2000 HOUR NEW MACHINE	INCL
	SUBTOTAL	\$158,397
	LESS ONE TIME ADDITIONAL DISCOUNT	<u>(\$2,601)</u>
TOTAL TRANSACTION PRICE		\$155,796

Best regards,

Scott Starkweather
Sales Representative
Ring Power Corporation



QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
City of Eustis

8/22/2024

(1) NEW CATERPILLAR 301.7 HYDRAULIC EXCAVATOR

CONTRACT DETAILS

Florida Sheriff's Association Bid # FSA23-EQU21.0 Item # 107, Hydraulic Mini Excavator - 7,105 LB Operating Weight and Options Contract Dates: October 1, 2023, Through September 30, 2025

BASE MACHINE

BASE	Caterpillar 303E CR Per Sheriff's Contract Specifications	\$51,554
558-1318	Downgrade to 301.7 CFG14A, Base Machine Only	(\$14,972)
TOTAL OF BASE MACHINE		\$36,582

NON-SPECIFIED OPTIONS

522-3705	ACCUMULATOR	INCL
519-9283	TRAVEL LEVERS AND PEDALS	INCL
524-0994	DRAIN, ECOLOGY	INCL
515-6068	FLOORMAT, CANOPY, W/TRAVEL	INCL
525-4443	BOOM LIGHT, BRACKET AND GUARD	INCL
519-9354	CANOPY, WITH ROPS	INCL
541-3377	ENGINE, EPA T4	INCL
521-4020	UNDERCARRIAGE, EXPANDABLE	INCL
521-9521	ALARM, TRAVEL	INCL
557-1709	SOFTWARE, PROPORTIONAL CONTROL	INCL
557-1710	SOFTWARE, STICK STEER CONTROL	INCL
541-4783	FILM, ROPS, ISO	INCL
542-1495	2 WAY CONTROL	INCL
557-1713	SOFTWARE, CODED START	INCL
558-1345	STICK, LONG, W/THUMB BRACKET	\$750
519-8306	LINES, BOOM, WITHOUT BLCV	NC
519-8308	LINES, STICK, WITHOUT SLCV	NC
534-8405	LINKAGE, BUCKET, W/LIFTING EYE	\$188

523-5529	TRACK, 9", RUBBER BELT	NC
519-8311	CONTROL, 1ST AUX, JOYSTICK	NC
519-8332	LINES, BUCKET, LONG STICK	NC
525-4427	BOOM LIGHT, LED	\$130
519-9267	SEAT, NON-SUSPENSION, VINYL	(\$94)
559-7209	SEAT BELT, 3" RETRACTABLE	\$189
576-1568	PRODUCT LINK, CELLULAR PL243	NC
541-4787	FILM, PRODUCT LINK, ANSI	NC
525-4465	CAT KEY, WITH PASS CODE OPTION	NC
525-4461	BATTERY DISCONNECT, CANOPY	\$81
519-9383	COUNTERWEIGHT, HD, CAST, 94KG	\$307
523-0115	FILMS, ANSI	NC
0P-3380	INSTRUCTIONS, ENGLISH	NC
421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
519-8333	LINES, 1ST AUX, LONG STICK	\$69
	SUB TOTAL	\$1,620
	LESS 20% SHERIFF'S CONTRACT DISCOUNT	(\$324)
TOTAL OF NON-SPECIFIED OPTIONS		\$1,296

CAT WORK TOOLS		
147-1026	BUCKET-DG, 24", 1.97 FT3, 1T	\$826
	LESS 12% CWT SHERIFF'S CONTRACT DISCOUNT	(\$99)
TOTAL OF CAT WORK TOOLS		\$727

WARRANTY		
	24 MONTH / UNLIMITED HOUR PREMIER	INCL

TOTAL TRANSACTION PRICE		\$38,605
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Best regards,

Scott Starkweather
Sales Representative
Ring Power Corporation



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: November 7, 2024

RE: Resolution Number 24-98: Approval of Annual Purchases in Excess of \$50,000

Introduction:

The City Purchasing Ordinance requires that City Commission approve any purchase exceeding \$50,000. Resolution Number 24-98 authorizes three (3) annual purchases in excess of \$50,000 each for products that are essential to the Public Works Street, Sidewalk, and Parks Maintenance Programs.

Background:

1. The Public Works Department has always utilized temporary labor services to some extent to allow for the adjustment of workforce capabilities for various projects. The Department utilizes the laborers for a range of tasks when deemed safe and cost effective. The proposed vendor is People Ready based on the low quote of \$21.25/hour for semi-skilled labor. Labor Finders proposed \$23.92/hour for semi-skilled labor. A quote request was also sent to PRT, but there was no response. The cost of these services will potentially exceed \$50,000 and was included in the approved budget for the 2024-2025 fiscal year. Staff is requesting to award the contract to People Ready.
2. The Public Works Department expects to spend in excess of \$50,000 for lime rock to complete the fiscal year 2024-2025 resurfacing projects and other projects, which may arise throughout the fiscal year. The proposed vendor is Dixie Lime & Stone Company, the only company to respond. There were two other requests issued, Bucky's and CEMEX, but neither responded. Staff is requesting to award the contract to Dixie Lime & Stone Company.
3. The Public Works Department uses two different qualities of mulch during the year. Cypress Landscaping Mulch is used for general purposes throughout the City's landscaping. Boyett Mulch & Timber is the lowest quote out of two vendors with a proposed cost of \$22.00 per cubic yard for Cypress Mulch. Browne quoted \$26.75 for the same product. The Yard Stop did not respond. Staff is requesting to award the contract to Boyett Mulch & Timer.

For children's playground mulch, a quality better than cypress mulch is used, ADA Approved Certified Engineered Wood Fiber Playground Mulch. Request for quotes for playground mulch were issued to three (3) different companies: Boyett Mulch & Timber, Miracle, and The Yard Stop. Boyett Mulch & Timber was the only one to respond at \$24.00 per cubic yard, the same as the past two years. The purchase of mulch was included in the approved budget for this fiscal year. Staff is requesting to award the contract to Boyett Mulch & Timer. The total cost for Cypress Landscaping Mulch and Children's Playground Mulch combined has the potential of exceeding \$50,000.

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

Recommended Action:

Staff recommends approval of this resolution.

Budget/Staff Impact:

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

Prepared By:

Sally Mayer – Public Utilities Admin

Attachments:

Resolution Number 24-98

- Quote Comparisons Available Upon Request

RESOLUTION NUMBER 24-98

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING THREE (3) EXPENDITURES IN EXCESS OF \$50,000 EACH FOR PRODUCTS THAT ARE ESSENTIAL FOR THE PUBLIC WORKS STREET, SIDEWALK, AND PARKS MAINTENANCE PROGRAMS FOR FISCAL YEAR 2024-2025.

WHEREAS, the Public Works Department has need of essential products for operations which require expenditure greater than \$50,000 each annually; and

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

WHEREAS, the City's Fiscal Year 2024/2025 approved budget includes adequate funding for these products; and

WHEREAS, the Public Works Departments solicited quotes for temporary labor, lime rock, cypress mulch, and playground mulch in accordance with the City's purchasing policies; and

WHEREAS, People Ready is the lowest bid for temporary labor; Dixie Lime and Stone is the sole responder for lime rock; Boyett Mulch & Timber submitted the lowest cost for cypress mulch; and Boyett Mulch & Timber was the sole responder for playground mulch.

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

- (1) That the Public Works Department is hereby authorized to spend in excess of \$50,000 each for temporary labor, lime rock, cypress mulch, and playground mulch for multiple projects funded within the existing budget; and
- (2) That the City Manager is authorized to execute all agreements necessary to provide said products with the above listed vendors.

DONE AND RESOLVED, this 7th day of November 2024, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 7th day of November 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-98 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: November 7, 2024

RE: Resolution Number 24-99: Approving the Grove Street Water Main Relocation Project Total Expenditure in Excess of \$50,000

Introduction:

Resolution Number 24-99 approves a total expense including a change order in excess of \$50,000 for the East Gottsche Avenue and North Grove Street Water Main Relocation and authorizes the City Manager to execute all related agreements. Duke Energy will reimburse the City for project costs.

Background:

Duke Energy currently has a project underway involving transmission lines throughout the City of Eustis. In preparation for this project, the City created an expenditure account to cover necessary utility relocations in connection with the new transmission pole locations. The City of Eustis has water mains that run along East Gottsche Avenue and North Grove Street, conflicting with a new transmission pole installed by Duke Energy. A section of water main along E. Gottsche Avenue and N. Grove Street needed to be relocated to accommodate Duke Energy, so RCM Utilities was contracted to handle the relocation. The job estimate provided by RCM Utilities was \$49,725 and work to relocate was scheduled to commence in October to be completed in one day. Upon starting the job, RCM Utilities was met with an unexpected valve failure resulting in the need for a line stop. Because the job was already in progress, the line stop was necessary to avoid additional complications. This change was approved by City Manager Tom Carrino prior to advising RCM Utilities to proceed with the additional work. The cost for the line stop totaled \$13,367.03, causing the job to exceed \$50,000 and resulting in the need for an after-the-fact change order.

Recommended Action:

Staff recommends approval of Resolution Number 24-99.

Policy Implications:

None

Budget/Staff Impact:

The approved Fiscal Year 2024-2025 budget has allocated funds of \$200,000 for utility relocations as shown below:

042-8600-533-65-84	Utility Conflicts – Adjustments	\$200,000
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The E. Gottsche Avenue and N. Grove Street water main relocation project was initially quote at \$49,725. The additional work performed in the amount of \$13,367.03 falls within the amount of the approved budget for utility relocations. As this relocation work was prompted by a Duke Energy transmission line project, Duke Energy will reimburse the City for project expenses.

Prepared By:

Olivia Kilgore – Administrative Assistant, Public Utilities

Reviewed By:

Paul Shepherd – Water Superintendent

Greg Dobbins – Deputy Director of Public Utilities

Sally Mayer – Public Utilities Admin

Attachment(s):

Resolution Number 24-99

Available Upon Request

RCM Utilities Invoice/Quote

RESOLUTION NUMBER 24-99

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, APPROVEING THE GROVE STREET WATER MAIN RELOCATION PROJECT TOTAL EXPENDITURE IN EXCESS OF \$50,000.

WHEREAS, the City’s approved Fiscal Year 2024-2025 Capital Improvement Budget includes funds for utility relocations due to conflicts; and

WHEREAS, the E. Gottsche Avenue and N. Grove Street water main relocation was necessary due to conflicts with Duke Energy’s ongoing transmission line project with cost estimated at \$49,725; and

WHEREAS, an unexpected valve failure occurred after the job commenced requiring a line stop to avoid complications; and

WHEREAS, the additional work totaling an amount of \$13,367.03 was authorized by the City Manager; and

WHEREAS, the total cost of the project is now \$63,092.03, requiring a change order; and

WHEREAS, as this work was prompted by a Duke Energy transmission line project, Duke Energy will reimburse the City for project expenses; and

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

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

- (1) The City Commission hereby approves a change order in the amount of \$13,367.03, creating a total project cost of \$63,092.03; and
- (2) The City Commission hereby authorizes the City Manager to execute all agreements and contracts associated with the approved purchase; and
- (3) This resolution shall become effective immediately upon passing.

DONE AND RESOLVED, this 7th day of November 2024, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 7th day of November 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 24-99 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: November 7, 2024

RE: RESOLUTION NUMBER 24-100: APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN AREA CITIES TO ENTER INTO THE MID-FLORIDA SPECIAL WEAPONS AND TACTICS (SWAT) TEAM

Introduction:

Resolution Number 24-100 approves a Memorandum of Understanding between the cities of Clermont, Eustis, Groveland, Leesburg and Mount Dora to enter into an interagency task force - the Mid-Florida Special Weapons and Tactics (SWAT) Team.

Background:

The Clermont Police Department, Eustis Police Department, Groveland Police Department, Leesburg Police Department and Mount Dora Police Department will enter into an agreement to work together as the Mid-Florida SWAT Team, a multiagency unit, organized and formulated to work together to respond to calls needing the specialized services of a SWAT team. Staff believe that the continued use of one larger Inter-Agency SWAT Team will allow for the most economical and efficient use of their respective SWAT team resources. Working together will also ensure that necessary situations will have the needed manpower to respond for officer and citizen safety with a monetary savings to all agencies. If approved, the Memorandum of Understanding will be in effect from January 1, 2024 through December 31, 2027. This agreement may be canceled by any party upon delivery of written notice to the other parties.

Recommended Action:

Staff recommends approval of resolution.

Budget Impact:

The exact budgetary impact has not been evaluated at this time. However, it is expected that the individual cities should see monetary savings as no one agency is shouldering the entire cost of a SWAT Team.

Prepared by:

Captain Kenneth Toler, Road Patrol Captain

Reviewed by:

Craig Capri, Police Chief

RESOLUTION NUMBER 24-100

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA, AUTHORIZING AND DIRECTING THE CITY MANAGER AND POLICE CHIEF OF THE CITY OF EUSTIS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF EUSTIS, CLERMONT, GROVELAND, LEESBURG AND MOUNT DORA ALLOWING THE CITY POLICE DEPARTMENTS TO ENTER INTO INTERAGENCY TASK FORCES INCLUDING THE MIDFLORIDA SPECIAL WEAPONS AND TACTICS (SWAT) TEAM.

WHEREAS, the Cities of Clermont, Eustis, Groveland, Leesburg and Mount Dora desire to enter into a Municipal Interlocal Voluntary Cooperation Mutual Aid Agreement; and

WHEREAS, the Police Departments of said Cities desire to enter into Inter-Agency task forces including the Mid-Florida Special Weapons and Tactics (SWAT) Team; and

WHEREAS, the Clermont Police Department, Eustis Police Department, Groveland Police Department, Leesburg Police Department and Mount Dora Police Department believe that the continued use of one large Inter-Agency SWAT team will allow for the most economical and efficient use of their respective SWAT team resources.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Eustis, Florida, directs and authorizes the City Manager and Police Chief to complete a Memorandum of Understanding for the Mid-Florida SWAT Team Task Force.

DONE AND RESOLVED, this 7th day of November 2024, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 7th day of November 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-100 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

**2024-2027 MEMORANDUM OF UNDERSTANDING
FOR THE MID-FLORIDA SWAT TEAM TASK FORCE**

**CLERMONT POLICE DEPARTMENT
EUSTIS POLICE DEPARTMENT
GROVELAND POLICE DEPARTMENT
LEESBURG POLICE DEPARTMENT
MOUNT DORA POLICE DEPARTMENT**

WHEREAS, the City of Clermont, the City of Eustis, the City of Groveland, the City of Leesburg, and the City of Mount Dora, have entered into a duly signed Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement (hereafter, "Mutual Aid Agreement") which is in effect until December 31, 2027.

WHEREAS, "Section II, Provisions for Voluntary Cooperation" in said Mutual Aid Agreement allows agencies within the Mutual Aid Agreement to enter into Inter-Agency task forces including Special Weapons and Tactics Teams (hereafter "SWAT Team").

WHEREAS, the Clermont Police Department, the Eustis Police Department, the Groveland Police Department, the Leesburg Police Department, and the Mount Dora Police Department believe that the continued use of one larger Inter-Agency SWAT team will allow for the most economical and efficient use of their respective SWAT team resources.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The MID-FLORIDA SWAT team is a multi-agency unit, organized and formulated to work together to respond to calls needing the specialized services of a SWAT team.
- B. The parties incorporate the Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement in effect from 2024-2027 in its entirety, and this Agreement shall be deemed the formalization of a SWAT Task Force contemplated in Section II of that agreement.
- C. The Chief of Police, or his/her designee, from each participating agency will act as a member of the Board of Directors for MID-FLORIDA SWAT (Board of Directors). The Board of Directors will develop command structures, develop protocols, and ensure members are trained in compliance within professional standards.
- D. Each participating agency shall designate a representative that has the authority to request or render SWAT team assistance on behalf of their agency.
- E. When services are requested, each designated representative will evaluate the request for services and his/her available resources, and respond in a manner he/she deems appropriate.
- F. The Chief, or their designee, of the jurisdiction where the SWAT activity is located will act as the High-Risk Incident Commander (HRIC) for events occurring within their jurisdiction.

- G. Whenever a team member is rendering assistance under this MOU, the team member shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employing agency. If at any time, any rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of MID-FLORIDA SWAT then such rule, regulation, policy, general order or procedure of the employing agency shall control and shall supersede the direct order of the superior officer of MID-FLORIDA SWAT.
- H. If a complaint has been lodged against any member of the MID-FLORIDA SWAT team, that complaint will be forwarded to the Chief of Police (or his/her designee) of the member's employing agency to be handled pursuant to the policy and procedures of the employing agency.
- I. While present outside the MID-FLORIDA SWAT member's jurisdiction by request of another agency, MID-FLORIDA SWAT members may detain, search, and arrest individuals during their MID-FLORIDA SWAT assignment as if they were inside their own jurisdiction. If any crime occurs in the MID-FLORIDA SWAT member's presence while executing their duties pursuant to this MOU, said MID-FLORIDA SWAT member is empowered to render law enforcement assistance.
- J. Each participating agency engaging in any assistance pursuant to this MOU understands that the provisions of the current Municipal Inter-Local Voluntary Cooperation Mutual Aid Agreement apply, including but not limited to: Section IV: Powers, Privileges, Immunities, and Costs, Section V. Indemnification, and Section VI. Insurance Provisions. Specifically, each agency will be responsible for the acts, omissions or ~~conduct of its own employees;~~ damage or loss of their own equipment; and will defend their own agency employees in any suit or claim arising in reference to their agency employee(s). Each agency will hold harmless, defend, and indemnify the other participating agencies and employees to the extent permitted by law. Nothing in this agreement shall be deemed a waiver of any party's sovereign immunity.
- K. MID-FLORIDA SWAT members of each participating agency when engaging in assistance outside of their jurisdictional limits, under the terms of this MOU, shall, pursuant to provisions of state statute have the same powers, duties, rights, privileges and immunities as if the MID-FLORIDA SWAT member was performing duties inside the member's political subdivision in which normally employed.
- L. This MOU will be in effect from January 1, 2024 – December 31, 2027. This agreement may be canceled by any party upon delivery of written notice to the other parties.

SIGNATURE PAGES TO FOLLOW

CITY OF CLERMONT POLICE DEPARTMENT

Chief Charles Broadway
Clermont Police Department
Dated:

Sign: _____

Print: _____
City Attorney
Dated:

Brian Bulhuis
City Manager
Dated:

CITY OF EUSTIS POLICE DEPARTMENT

Chief Craig Capri
Eustis Police Department
Dated:

Sign: _____

Print: _____
City Attorney

Dated:

Tom Carrino
City Manager
Dated:

CITY OF GROVELAND POLICE DEPARTMENT

Chief Shawn Ramsey
Groveland Police Department
Dated:

Sign: _____

Print: _____
City Attorney

Dated:

Michael Hein
City Manager
Dated:

CITY OF LEESBURG POLICE DEPARTMENT:

Chief Joseph Iozzi
Leesburg Police
Dated:

Sign: _____
Print: _____
City Attorney
Dated:

Al Minner
City Manager
Dated:

[Type here]

[Type here]

[Type here]

CITY OF MOUNT DORA POLICE DEPARTMENT

Chief Mike Gibson
Mount Dora Police Department
Dated:

Sign: _____

Print: _____
City Attorney
Dated:

Crissy Stile
Mayor
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: NOVEMBER 7, 2024
 RE: RESOLUTION NUMBER 24-90: FINAL PLAT APPROVAL FOR ESTES RESERVE SUBDIVISION (NORTH OF BATES AVENUE/LAKE LINCOLN LANE, ON THE WEST SIDE OF ESTES ROAD)

Introduction

Resolution Number 24-90 approves the Final Plat for the Estes Reserve Subdivision, an eighteen (18) lot residential subdivision located north of Bates Avenue/Lake Lincoln Lane on the west side of Estes Road.

Recommended Action

The administration recommends approval of Resolution Number 24-90.

Background

Pertinent Site Information: The subject property is approximately 4.7 acres, and is Suburban Residential (SR) land use designation with the Design District designation of Suburban Neighborhood.

History:

- a) July 15, 2021, the properties included in the subdivision were annexed in to the City of Eustis by Ordinance Number 21-18
- b) July 6, 2023, City Commission approved Resolution Number 23-18, the Estes Reserve preliminary plat.
- c) August 22, 2023, the Development Review Committee approved the Final Engineering and Construction Plans for the Estes Reserve Subdivision
- d) February 27, 2024, the City of Eustis, through the Development Review Committee, held a Pre-Construction Meeting for the Estes Reserve Subdivision.
- e) June 20, 2024, the application for Final Plat for the Estes Reserve Subdivision was formally submitted to the City.

Project Summary:

The submitted final plat divides the 4.70 acres into 18 lots. The owner has provided a Declaration of Covenants and Restrictions with Articles and By-laws to address operation and maintenance of the common areas and stormwater system. The City has also received the required security for the public improvements associated with the subdivision. Public Works has reviewed the materials and agree with the amounts.

Community Input:

The Final Plat hearing was noticed according to Section 102-12 of the City of Eustis Land Development Regulations.

Budget / Staff Impact:

There would be no direct cost to the City and no additional staff time associated with the action. After development, the City would realize increased tax revenue.

Prepared By:

Mike Lane, AICP, Development Services Director

Attachments

- Final Plat
- Resolution Number 24-90
- Maintenance Bond

RESOLUTION NUMBER 24-90

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; APPROVING A FINAL SUBDIVISION PLAT FOR THE ESTES RESERVE SUBDIVISION, AN 18-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION, ON APPROXIMATELY 4.70 ACRES LOCATED NORTH OF ESTES ROAD/LAKE LINCOLN LANE ON THE WEST SIDE OF ESTES ROAD (ALTERNATE KEY NUMBER 3862867).

WHEREAS, Burgland LH Estes Reserve LLC, the legal owner of record, has made application for a Final Subdivision Plat approval for an 18 lot, residential subdivision on approximately 4.7 acres of real property located north of Bates Avenue/Lake Lincoln Lane, west of Estes, more particularly described as:

TREMAIN'S HOMESTEAD FROM THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 5 RUN NORTH 00-36-44 WEST 25.01 FEET TO THE NORTH RIGHT OF WAY LINE OF BATES AVE, NORTH 87-38-34 EAST ALONG SAID NORTH RIGHT OF WAY LINE 338.51 FEET, NORTH 00-43-28 WEST 629.69 FEET, NORTH 88-12-54 EAST 337.19 FEET FOR POINT OF BEGINNING, RUN NORTH 00-50-17 WEST 325.50 FEET, NORTH 88-30-58 EAST 631.37 FEET TO A POINT ON WEST RIGHT OF WAY LINE OF ESTES ROAD, SOUTH 01-09-51 EAST ALONG SAID WEST RIGHT OF WAY LINE 322.15 FEET, SOUTH 88-12-54 WEST 633.25 FEET TO POINT OF BEGINNING, BEING PART OF LOTS 9 & 10 *UNRECORDED PLAT SEE DEED FOR FULL PROPERTY DESCRIPTION ORB 5978 PG 2331.

WHEREAS, the property described above has a Land Use Designation of Suburban Residential (SR), and a Design District Designations of Suburban Neighborhood (SN); and

WHEREAS, residential uses are permitted uses in the Suburban Residential (SR) land use designation; and

WHEREAS, the Eustis City Commission approved the Preliminary Subdivision Plat on July 6, 2023 via Resolution Number 23-18; and

WHEREAS, the subject plat has been reviewed and found to be in compliance with Chapter 177 of the Florida State Statues; and

WHEREAS, the proposed plat as submitted is consistent with the City's Comprehensive Plan, Land Development Regulations and Resolution Number 23-18; and

WHEREAS, the applicant has submitted Covenants, Conditions, and Restrictions consistent with City requirements.

WHEREAS, the City Commission finds that approval of the requested final plat does not violate the general intent and purpose of the Land Development Regulations and is in the best interest of the public health, safety, and welfare; and

WHEREAS, the developer's engineer is required to certify that all the facilities have been constructed in accordance with the approved construction plans and specifications; and

WHEREAS, upon clearance from applicable State agencies and test reports related to road and water systems construction, the City will conduct applicable inspections, and make recommendation for final acceptance of the subdivision infrastructure, when complete; and

WHEREAS, Burgland LH Estes Reserve, LLC, has submitted an engineer's certification of construction costs for the improvements to be accepted by the City, and provided maintenance security in accordance with Section 102-26(c)(5) of the Land Development Regulations; and

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

SECTION 1.

That the final plat for Estes Reserve Subdivision is hereby approved and shall be recorded in the public records of Lake County, Florida.

SECTION 2.

That the City Manager is hereby authorized to release the provided security as follows:

- a. At the end of the two (2) year maintenance period, prior to release of the Maintenance Bond, the Public Works Director shall provide verification that no deficiencies exist, the City Manager is then authorized to release the Maintenance Bond.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

That this Resolution shall become effective upon filing.

DONE AND RESOLVED in Regular Session of the City Commission of the City of Eustis, Florida, this 7th day of November, 2024.

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

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 7th day of November 2024, by Michael L Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

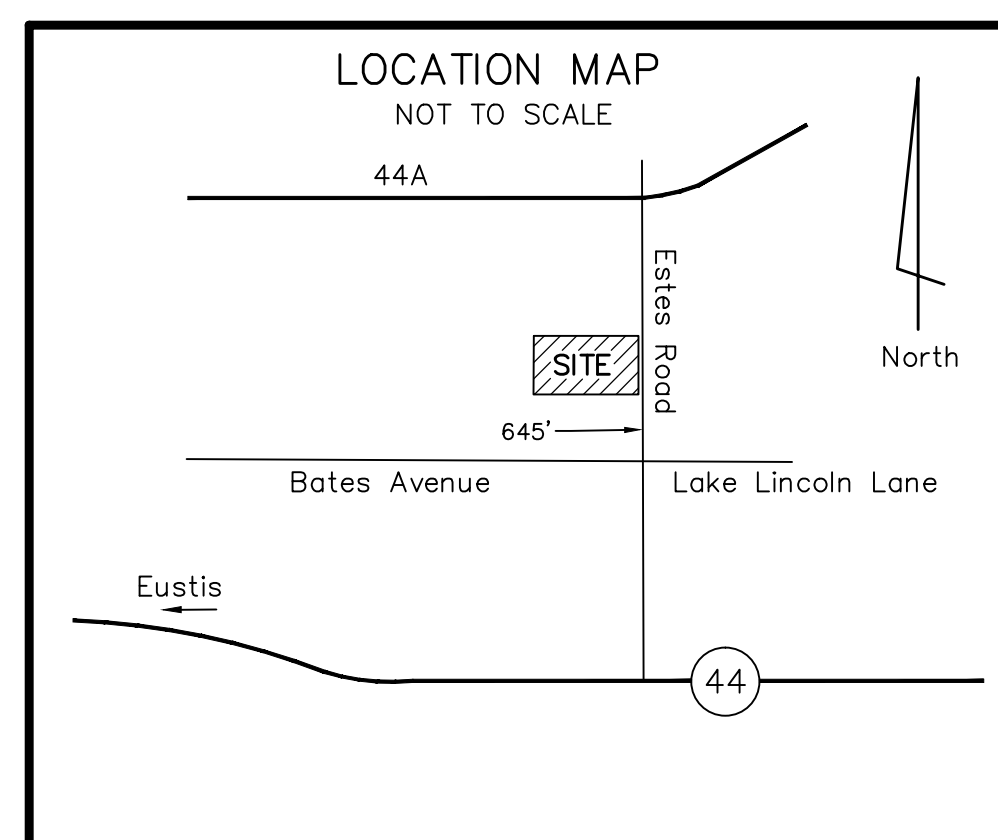
CERTIFICATE OF POSTING

The foregoing Resolution Number 24-90 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

Estes Reserve

Section 5, Township 19 South, Range 27 East,
City of Eustis, Lake County, Florida



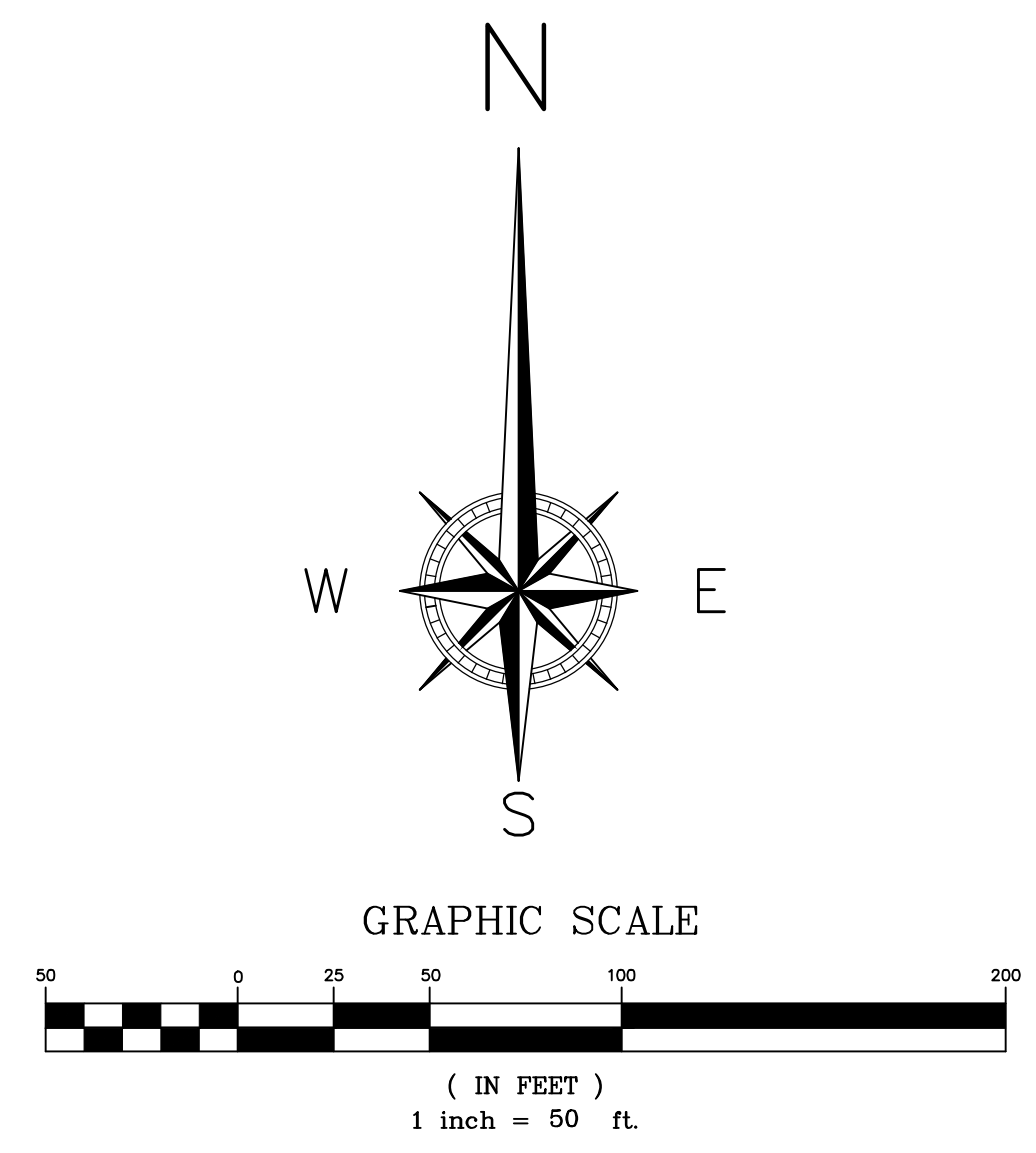
Property Description

That part of Lots 9 and 10, of R. C. Tremain's Subdivision, unrecorded, Section 5, Township 19 South, Range 27 East, in Lake County, Florida, bounded and described as follows:
Commence at the Southwest corner of the Southwest 1/4 of Section 5, Township 19 South, Range 27 East, and run North 00°36'44" West, along the West line of the Southwest 1/4, a distance of 25.01 feet to a point on the North right-of-way line of Bates Avenue, said right-of-way being 50 feet in width; thence North 87°38'34" East, along the North right-of-way line of Bates Avenue, a distance of 338.51 feet; thence North 00°43'28" West, 629.69 feet; thence North 88°12'54" East, 337.19 feet, to the Point of Beginning of this description; from said Point of Beginning; run North 00°50'17" West, 325.50 feet; thence North 88°30'58" East, 631.37 feet to a point on the West right-of-way line of Estes Road, said right-of-way being 66 feet in width; thence South 01°09'51" East, along the West right-of-way line of Estes Road 322.15 feet; thence South 88°12'54" West, 633.25 feet to the Point of Beginning.

ALSO DESCRIBED AS

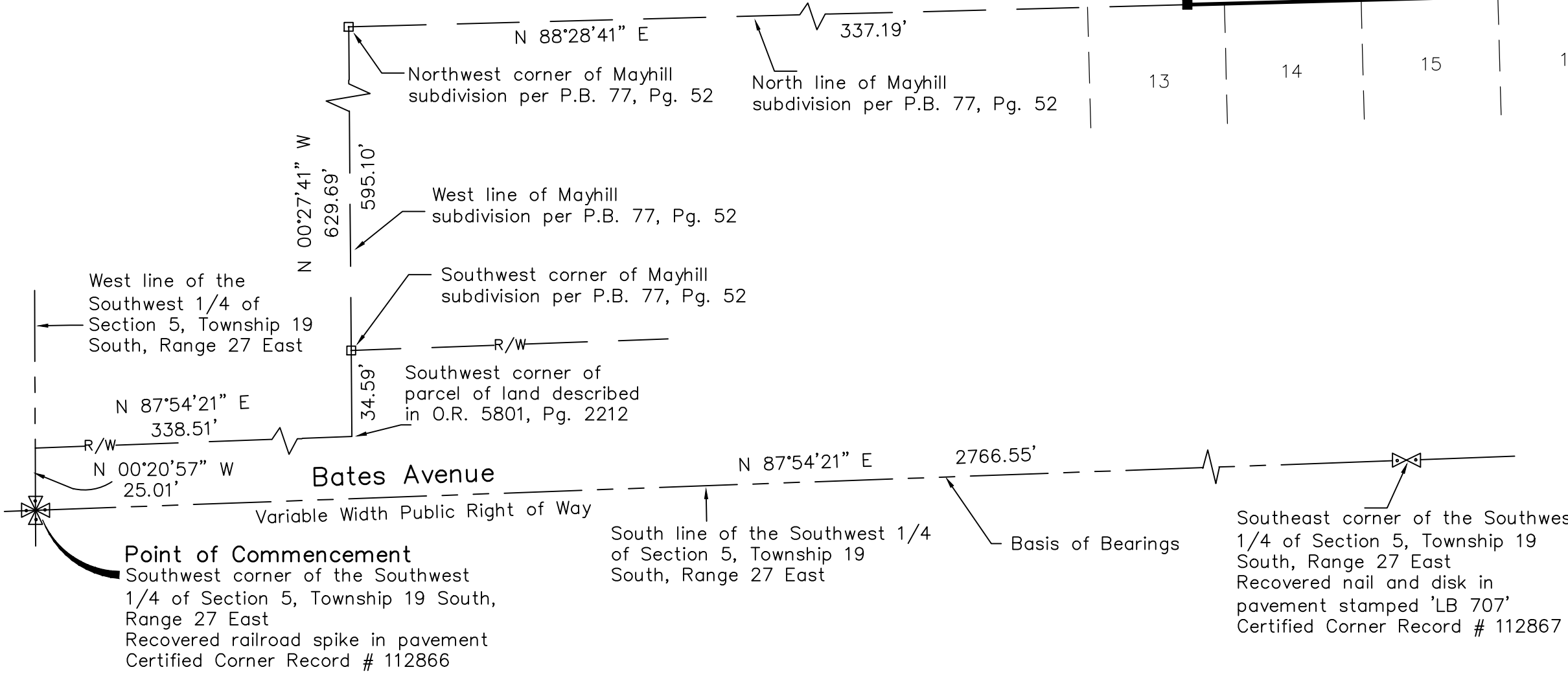
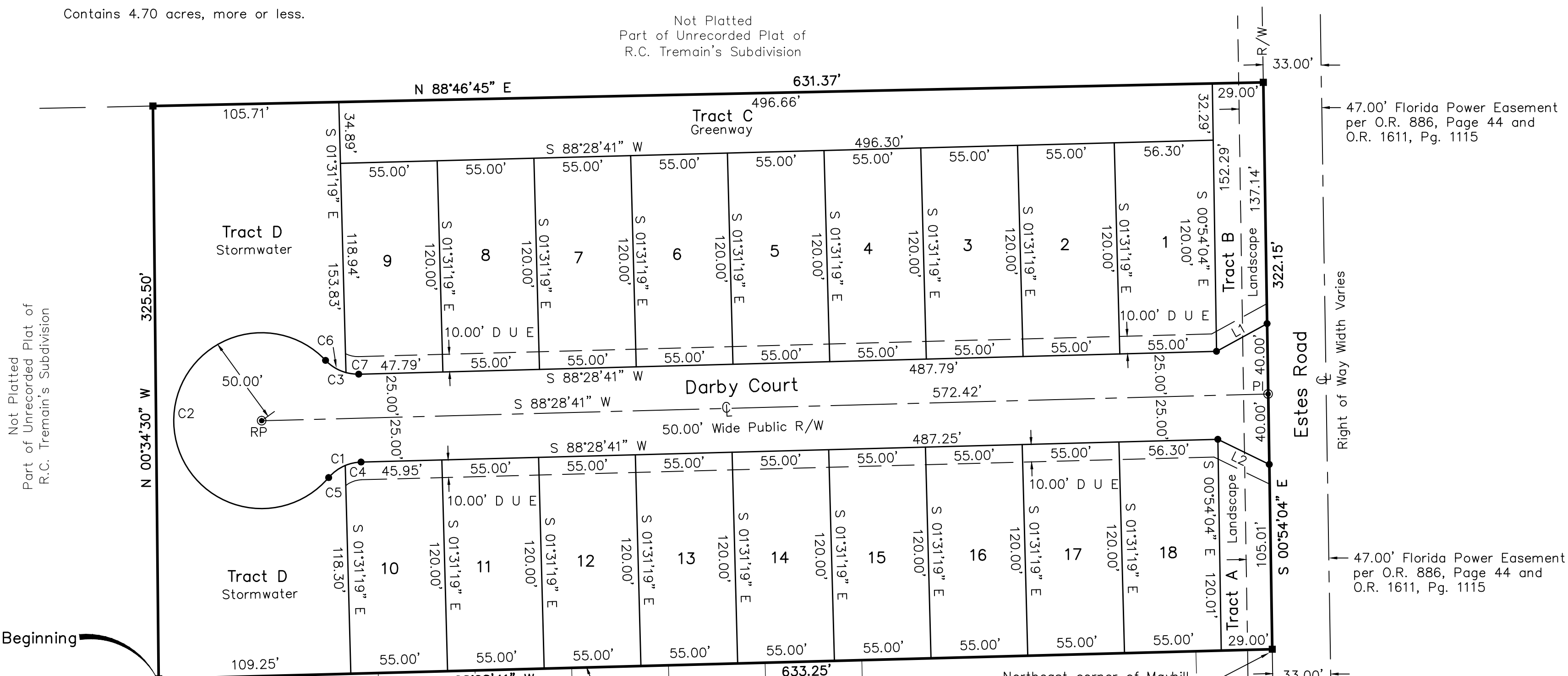
COMMENCE at the Southwest corner of the Southwest 1/4 of Section 5, Township 19 South, Range 27 East, and run North 00°20'57" West, along the West line of the Southwest 1/4, a distance of 25.01 feet to a point on the North right-of-way line of Bates Avenue, said right-of-way being 50 feet in width; thence North 87°54'21" East, along the North right-of-way line of Bates Avenue, a distance of 338.51 feet to the Southwest corner of parcel of land described in Official Records Book 5801, Page 2212 of the Public Records of Lake County, Florida; thence North 00°27'41" West a distance of 34.59 feet to the Southwest corner of MAYHILL subdivision as recorded in Plat Book 77, Page 52 of the Public Records of Lake County, Florida; thence continue North 00°27'41" West, along the West line of said MAYHILL subdivision, a distance of 595.10 feet to the Northwest corner of said MAYHILL subdivision; thence North 88°28'41" East, along the North line of said MAYHILL subdivision, a distance of 337.19 feet to the POINT OF BEGINNING; thence North 00°34'30" West, 325.50 feet; thence North 88°46'45" East, 631.37 feet to a point on the West right-of-way line of Estes Road, said right-of-way being 66 feet in width; thence South 00°54'04" East, along the West right-of-way line of Estes Road 322.15 feet to the Northeast corner of Mayhill subdivision according to the plat thereof as recorded in Plat Book 77, Pages 52 and 53 of the Public Records of Lake County, Florida; thence South 88°28'41" West, along the North line of said Mayhill subdivision, 633.25 feet to the POINT OF BEGINNING.

Contains 4.70 acres, more or less.



General Notes

- The line bearings and the bearing calls within the ALSO DESCRIBES AS property description shown hereon are based on the Florida State Plane Coordinate System, East Zone of the North American Datum of 1983. The bearings shown are based on the South line of the Southwest 1/4 of Section 5, Township 19 South, Range 27 East, Lake County, Florida being assumed as North 87°54'21" East.
- Tracts A and B are landscaped areas to be owned and maintained by the Estes Reserve Community Association, Inc. (Association).
- Tract C is a Greenway area to be owned and maintained by the Association.
- Tract D is a Stormwater area to be owned and maintained by the Association.
- The drainage easement portion of the 10.00' Drainage and Utility Easements (DUE) shown hereon is to be owned and maintained by the Association.
- The utility easement portion of the 10.00' Drainage and Utility Easements (DUE) shown hereon is dedicated to the City of Eustis and perpetual use of the public utility companies.
- All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utilities. Such construction, installation, maintenance, and operation shall comply with the National Electric Safety Code as adopted by the Florida Public Service Commission.
- Lot corners to be set in accordance with Chapter 177, Part 1 Platting, Florida Statutes.



Line	Bearing	Distance
L1	N 61°15'36" E	32.80'
L2	S 64°02'30" E	32.51'

Number	Radius	Delta	Length	Chord	Chord Bearing
C1	25.00'	48°11'23"	21.03'	20.41'	S 64°23'00" W
C2	50.00'	276°22'46"	241.19'	66.67'	S 01°31'19" E
C3	25.00'	48°11'23"	21.03'	20.41'	S 67°25'37" E
C4	25.00'	21°13'24"	9.26'	9.21'	S 77°51'59" W
C5	25.00'	26°57'59"	11.77'	11.66'	S 53°46'18" W
C6	25.00'	31°25'56"	13.72'	13.54'	S 59°02'54" E
C7	25.00'	16°45'27"	7.31'	7.29'	S 83°08'36" E

Abbreviations and Legend

- PRM - denotes permanent reference monument
- PCP - denotes permanent control point
- PSM - denotes Professional Surveyor and Mapper
- LB - denotes licensed business
- R/W - denotes right of way
- P.B. - denotes Plat Book
- O.R. - denotes Official Records Book
- Pg. - denotes Page
- PI - denotes point of intersection
- RP - denotes radius point
- DUE - denotes Drainage & Utility Easement
- ☉ - denotes center line of right of way
- - denotes change of direction
- ⊙ - denotes set nail and disk stamped "PCP - PSM 5205"
- - denotes set 4" x 4" concrete monument stamped "PRM - PSM 5205"

NOTICE:

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this County.

DEDICATION Estes Reserve

KNOW ALL MEN BY THESE PRESENTS, That Burglund LH Estes Reserve LLC, a Florida limited liability company being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed, including as set forth in the plat notes, and hereby dedicates the street right of ways and utility easements to the City of Eustis, Florida and public and/or private utility companies for the perpetual use of the public.

IN WITNESS WHEREOF, That Burglund LH Estes Reserve LLC, a Florida limited liability company have caused these presents to be signed by the individuals named below this _____ day of _____, 2024.

Burglund LH Estes Reserve LLC,
a Florida limited liability company

Signature: _____
Print Name: _____ Title: _____

Signed and sealed in the presence of:
Witness Sign: _____
Print: _____
Witness Sign: _____
Print: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by

LH Estes Reserve LLC, a Florida limited liability company who is [] personally known to me or has [] produced _____ as identification.

Notary Signature _____
Printed Notary Name _____
Commission # _____
Expiration Date _____

NOTARY SEAL

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered professional surveyor and mapper, fully licensed to practice in the State of Florida. Does hereby certify that this plat was prepared under his direction and supervision and that this plat complies with all the provisions of Chapter 177, Part 1 Platting, Florida Statutes.

Signature: _____ Date _____
Billy Joe Jenkins, Jr., P.S.M.
Florida Licensed Surveyor and Mapper # 5205
Benchmark Surveying and Mapping LLC
3110 Red Fox Run, Kissimmee, Florida 34746
Certificate of Authorization # 7874

REVIEWER STATEMENT

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Part 1, Platting, Florida Statutes, and find said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Date _____
Jennings E. Griffin, PLS
Florida Licensed Surveyor and Mapper # 4486
HALFF, Inc.
902 N. Sinclair Avenue
Tavares, Florida 32778
Certificate of Authorization # 8348

CERTIFICATE OF APPROVAL BY THE MUNICIPALITY

THIS IS TO CERTIFY, that this plat has been reviewed in accordance with Chapter 177 including Section 177.081(1), Florida Statutes and approved by the City Council of Eustis for record on the _____ day of _____, 2024.

Attest: _____ City of Eustis
City Clerk _____ Mayor _____
Print Name _____ Print Name _____

Certification of Clerk

I HEREBY CERTIFY, that I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida statutes and was filed for record on _____

File No. _____
Clerk of Circuit Court in and for Lake County, Florida.

Benchmark Surveying and Mapping, LLC
Certificate of Authorization Number - LB-7874
Post Office Box 771065, Winter Garden, Florida 34777-1065
3110 Red Fox Run, Kissimmee, Florida 34746
(407) 509-9674 www.benchmarksurveyingandmapping.com

MERCHANTS BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

PUBLIC IMPROVEMENT MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 101301773

That Burgland LH Estes Reserve, LLC

_____ of _____ Tampa, FL

as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto
City of Eustis, Florida

in the penal sum of one hundred fifty-eight thousand five hundred eighty-five and seventy-six hundredths
(\$158,585.76 _____) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 7th day of November, 2024.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
Residential Subdivision Maintenance Bond

project in conformity with certain specifications; and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects
in workmanship or materials that may develop in certain items of said work within a period of 2 years
from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
items of work, within the period of 2 years from the date of acceptance of the work, by reason
of bad workmanship or poor material used in the construction of said work, and shall keep all work in
continuous good repair during said period, and shall in all other respects, comply with all requirements
with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to
be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Burgland LH Estes Reserve, LLC
Principal

Approved _____

By [Signature]
Jason Monroe Lee Manager

By _____

Merchants National Bonding, Inc.
By [Signature]
Trava Ridlon, Attorney-in-Fact



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Benjamin H French; Heather Hudgins; Joshua T Morgan; K Wayne Walker; L Dale Waldorff; Paul A Locascio; Rebekah F Sharp; Ronald J Hays; Trava Ridlon

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of August, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of August, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7 day of November, 2024.



Elisabeth Sandersfeld
Secretary



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: NOVEMBER 7, 2024

RE: RESOLUTION NUMBER 24-101: REDUCTION OF FINE/RELEASE OF LIEN, 309 EAST WOODWARD AVE

Introduction:

Resolution Number 24-101 approves a Code Enforcement Order reducing five outstanding code enforcement liens totaling \$220,400 to \$11,250 and releases the liens against 309 East Woodward Avenue, upon payment and completion of all conditions listed in the Resolution.

Recommended Action:

The administration recommends approval of Resolution Number 24-101.

Background:

1. Code Board Action:

On October 14, 2024, the Code Enforcement Board reviewed a fine reduction request submitted by Karim Bhimani with SOS Property Solutions LLC, who have entered into a sales contract to purchase the property from Shawn Carl and Sharon Carl. The Board approved a motion to reduce the accumulative fines to \$11,250 with the following conditions:

- Approval from the City Commission; and
- Transfer of ownership to SOS Property Solutions LLC; and
- Payment be made within 60 days of City Commission approval

2. Property History:

Shawn Carl and Sharon Carl (mother and son) purchased the property in 2017, which has been subject to 28 code violations and 115 police calls for service since they have owned it.

On March 19, 2024, the Code Department notified the property owners that the Code Enforcement Board had authorized the City Attorney to begin foreclosure proceedings on unpaid liens, which could result in them losing ownership of the property.

However, to avoid costly legal fees, the Department provided them with two alternatives, which were to transfer ownership of the property to the City of Eustis via

a deed in lieu of foreclosure, or to sell the property to a private party that could bring it into compliance with City Code.

3. **Violation History**

Case 18-00721: No fines imposed.

Violation: Objects or items and accumulations placed or left outdoors.

Case 20-00270: No fines imposed.

Objects or items and accumulations placed or left outdoors. Obstructions placed on the Woodward Avenue sidewalks.

Case 21-00786: No fines imposed.

Storage of disabled or abandoned vehicle. Objects or items and accumulations placed or left outdoors.

Case 21-00797: \$1,200 fine imposed.

Broken or missing windows. Boarded up windows.

Case 22-00130: \$69,950 as of 10-14-24

Objects or items and accumulations placed or left outdoors. Solid waste not placed in proper container for curbside collection.

Case 22-00826: No fines imposed

People living in tents in backyard.

Case 22-01041: No fines imposed

Storage of disabled or abandoned vehicle.

Case 23-00174: \$114,750 as of 10-14-24

Unsafe residential dwelling. Electrical hazards, use of flexible cords for permanent wiring, unsafe exterior decks, porches and/or balconies.

Case 23-00560: No fines imposed.

Exempt waste placed at curbside for collection.

Case 23-00772: No fines imposed

Overgrown grass.

Case 24-00053: \$31,500 as of 10-14-24

No building permit for interior and exterior repairs, alterations and construction.

Case 24-00054: \$5,000 fine imposed.

Burning of solid waste requiring Fire Department intervention.

Case 24-00762: Open violation.

Hazardous tree in back yard. Fallen dead tree branches have not been removed.

Community Input

No adjacent property owners attended the Code Enforcement Hearings, but the Code Department has received numerous citizen complaints since 2018.

Budget / Staff Impact:

If the Resolution is approved, the City would possibly receive \$11,250.

Reviewed By:

Kenneth Toler, Captain

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments

- Resolution Number 24-101
- Fine Reduction Application
- Purchase Contract

RESOLUTION NUMBER 24-101

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; PROVIDING FOR A REDUCTION OF OUTSTANDING CODE ENFORCEMENT FINES AND RELEASE OF CODE ENFORCEMENT LIENS RECORDED AGAINST 309 EAST WOODWARD AVE AVENUE UPON SATISFACTION OF CONDITIONS AND FULL PAYMENT OF REDUCED FINE.

WHEREAS, the City of Eustis, Florida established code enforcement fines against the following described property under Case Number 21-00797, 22-00130, 23-00174, 24-00053 and 24-00054 against Sharon P. Carl and Shawn P. Carl, current property owners, for failing to comply with City Ordinances:

EUSTIS, E 66 FT OF W 1/2 OF LOT 1 BLK 111 PB 1 PG 79; and

WHEREAS, the City of Eustis, Florida, a Florida Municipal Corporation, has recorded five Code Enforcement Liens against the subject property, totaling \$220,400, as of October 14, 2024; and

WHEREAS, on August 8, 2024, the property owners signed an agreement with SOS Property Solutions, LLC to purchase the property “as-is” with all faults and imperfections for \$75,000; and

WHEREAS, on October 7, 2024, SOS Property Solutions, LLC submitted a fine reduction application requesting the accrued fines be reduced to \$0; and

WHEREAS, on October 14, 2024, while the Board was reviewing the request, Shawn Carl agreed to pay 15 percent of the sale price, totaling \$11,250, to the City of Eustis; and

WHEREAS, the Board agreed to reduce the accrued fines to \$11,250 upon recommendation from Chief Capri.

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

SECTION 1

That the code enforcement fines associated with Code Violation Cases 21-00797, 22-00130, 23-00174, 24-00053 and 24-00054 totaling \$220,400 shall be reduced to \$11,250 upon sale of the property to SOS Property Solutions, LLC.

SECTION 2

That the City Clerk is hereby authorized to execute Release of Liens for Cases 21-00797, 22-00130, 23-00174, 24-00053 and 24-00054 upon completion of the following conditions:

- Payment of the reduced fine.
- Clearing the property of all overgrown conditions and accumulations.
- Removal of the hazardous tree and fallen tree branches from the backyard.
- Removal or replacement of the dilapidated fencing facing Woodard Avenue.
- Obtaining permits and completing all work necessary to repair and rehabilitate the single-family dwelling that is currently unsafe and unfit for human occupancy.

SECTION 3

That this action shall become null and void if payment of the reduced fine in not received by January 6, 2025, or if SOS Properties Solutions, LLC sells the property before completion of the conditions listed in Section 2.

DONE AND RESOLVED this 7th day of November 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 7th day of November 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-101 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



SOS Property Solutions LLC Purchase Agreement

This Sales Contract (the "Agreement") is made and entered into as of **August 8, 2024** by and between **Shawn Carl & Sharon Carl**, whose address is **309 E Woodward Ave Eustis, FL** (the "Seller"), and SOS Property Solutions LLC, a FLORIDA limited liability company (the "Buyer").

- 1. Property Description:** The property subject to this Agreement is located at **309 E Woodward Ave Eustis, FL** (the "Property"). The Property is being sold in "as-is" condition with all faults and imperfections.
- 2. Purchase Price:** Seller agrees to sell, and Buyer agrees to purchase the Property for a total purchase price of **\$75,000** Dollars, including an earnest money deposit of \$250.00.
- 3. Closing:** Closing shall occur on or before the Closing Date at the offices of **The Closing City** or another mutually agreed-upon location.
- 4. Costs:** Seller shall be responsible for all property taxes, liens, encumbrances, and mortgages up to the closing date.
- 5. Title:** Seller shall convey title to the Property to Buyer free and clear of all liens and encumbrances, except for those specifically excepted herein. Buyer shall have the right to conduct a title search and survey at Buyer's expense. If title issues arise preventing closing, Buyer may terminate this Agreement and receive a full refund of the earnest money deposit. The Title Company will be handling this transaction:

The Closing City / Angela Brisco
4725 W Sand Lake Rd #301
Orlando FL 32819
407- 558 - 3480
- 6. Possession:** Possession of the Property shall transfer to Buyer upon closing.
- 7. Earnest Money:** The earnest money deposit of \$250.00 shall be held in escrow by **The Closing City** and will be applied to the purchase price at closing. If Buyer defaults, the earnest money shall be forfeited to Seller. If Seller defaults, the earnest money shall be returned to Buyer.

8. Inspections: Buyer shall have 30 days after the effective date of this Agreement to conduct inspections of the Property. If Buyer is not satisfied with the inspection results, Buyer may terminate this Agreement and receive a full refund of the earnest money deposit.

9. Property Access: Buyer shall have reasonable access to the Property for inspection, collect bids from contractors, designers, other potential buyers and buyer's realtors and other purposes prior to closing. Inspection period does not start until the buyer can access the property.

10. Miscellaneous:

- All personal property, fixtures, attachments, and debris not removed from the Property by the closing date shall become the property of Buyer.
- Buyer is a private investment company, works with other investors and may resell the Property.
- Seller represents that they are the sole owner of the Property and have the authority to sell it.
- Buyer may assign contract.

11. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, representations, or agreements.

12. SOS Representation : One or more members of SOS Property Solutions, LLC is a licensed real estate agent. Notwithstanding, the Assignor is not acting as a real estate agent under this Assignment or any contract associated with this Assignment and the principal of Assignor is NOT acting on behalf of any party to this Contract as a real estate agent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.



Shawn Carl (Signature)



Shawn Carl (Printed)



Sharon Carl (Signature)



Sharon Carl (Printed)



(SOS Team Member Signature)



(SOS Team Member Printed)

Case No. 21-00797, 22-00130,
23-00174, 24-00053 & 24-00054



APPLICATION TO REQUEST A REDUCTION OF ACCRUED CODE ENFORCEMENT FINE

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH. FAILURE TO BE TRUTHFUL IS A VIOLATION OF FLORIDA STATUTES PERTAINING TO PERJURY, WHICH IS A FELONY PUNISHABLE BY UP TO 15 YEARS IMPRISONMENT.

INSTRUCTIONS: Please complete both pages of this form. Be specific when writing your statement. **Please submit the completed notarized application** to the Code Enforcement office located at 51 East Norton Avenue, Eustis, FL, by U.S. Mail at P.O. Drawer 68, Eustis, FL 32727, or email to codeenforcement@ci.eustis.fl.us **no later than 5:00 p.m., Thursday, October 10, 2024.**

APPLICATION BECOMES VOID IF NOT SUBMITTED BY DEADLINE, UNLESS AN EXCEPTION IS MADE BY THE CITY.

If the completed form is received by the deadline, the request will be presented to the Code Enforcement Board (CEB) at the next regularly scheduled hearing on **October 14, 2024 at 3:00 p.m. in the City Commission Chambers located in City Hall at 10 North Grove Street.**

SUBMITTAL OF THIS APPLICATION IS NOT A GUARENTEE THAT THE CEB WILL APPROVE

Your attendance is highly recommended. If you fail to attend, the Board may act solely on the presentation by the Code Enforcement Officer.

If the CEB approves the reduction request, the CEB's recommendation will be submitted to the City Commission for approval at their next scheduled meeting before taking effect.

If you have any questions, please call the Code Enforcement Office at (352) 483-5464 or email codeenforcement@ci.eustis.fl.us.

Property Owner Name: Shawn Carl Phone: 352 604 8763
Address: 309 E. Woodward Ave E-mail: _____
City: Eustis State: FL Zip: 32726

If the property owner is unable to complete this form, list name of person who is authorized to act for the Property Owner and their relationship. Karim Bhimani - Buyer

Address or location of property where violation existed: 309 E Woodward Ave 32726

Date violation brought into compliance: _____

Date Code Enforcement Office called to request re-inspection: _____

Total Accrued Fines: \$220,400 What amount are you requesting: \$ 220,400
Case 21-00797: \$1,200 Case 22-00130: \$67,950
Case 23-00174: \$114,750 Case 24-00053: \$31,500
Case 24-00054: \$5,000

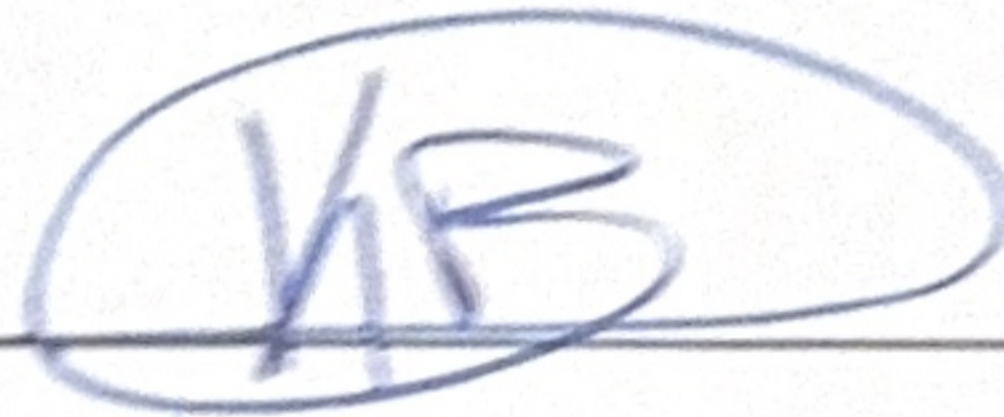
PLEASE NOTE: ENSURE YOUR POSITION IS CLEARLY STATED HEREIN, AS THE BOARD IS NOT OBLIGATED TO HEAR YOUR TESTIMONY AT THE HEARING.

I, Harim Bhimani do hereby submit this Application for Reduction of Code Enforcement Fine, and in support offer the following statement:


Our goal is to purchase the property, clean it up & bring up property values for nearby area.

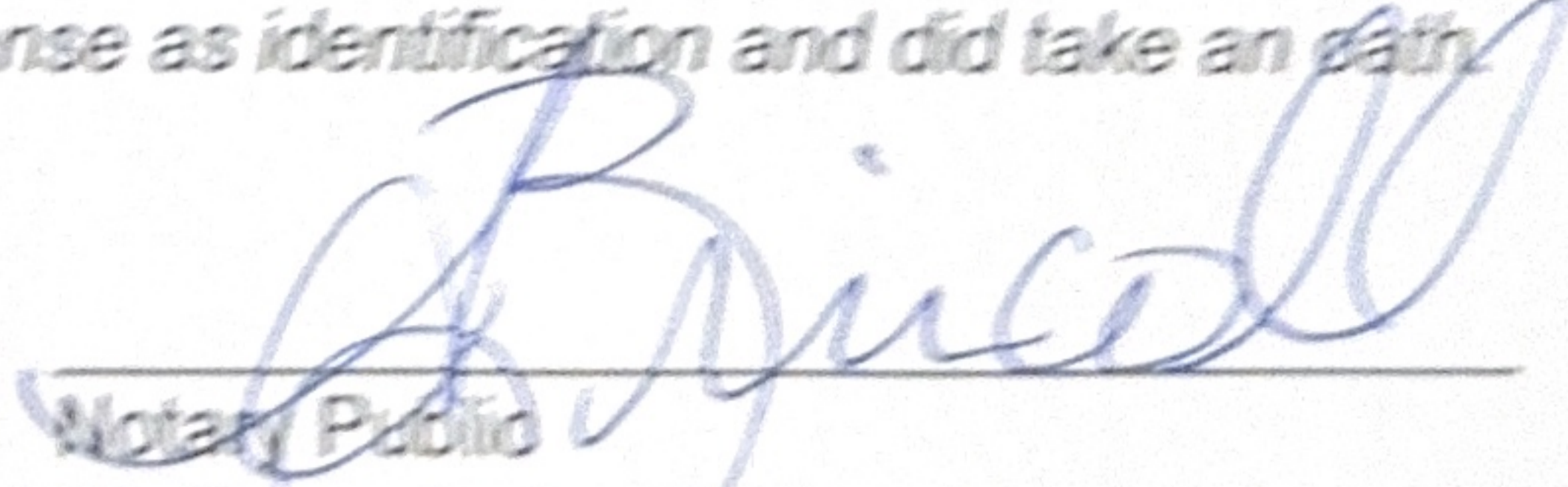
(Additional pages may be added if needed)

Date: 10/4/24
State of FLORIDA
County of Orange

Signed: 
Print Name: Harim Bhimani

Personally appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Harim Bhimani who first being sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and have each produced a FDL driver's license as identification and did take an oath.

Date: 10/4/24
 ANGELA W. BRISCOLL
Commission # RH 527243
Expires May 18, 2028


Notary Public
My Commission Expires:

Drivers License No. B550-511-81-178-0



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: NOVEMBER 7, 2024

RE: **RESOLUTION NUMBER 24-102: REDUCTION OF FINE/RELEASE OF LIEN, 124 EAST WARD AVENUE**

Introduction:

Resolution Number 24-102 approves a Code Enforcement Order reducing an outstanding code enforcement lien totaling \$102,300 to \$2,000 and releases the lien against 124 East Ward Avenue, upon payment and completion of all conditions listed in the Resolution.

Recommended Action:

The administration recommends approval of Resolution Number 24-102.

Background:

1. Code Board Action:

On October 14, 2024, the Code Enforcement Board reviewed a fine reduction request submitted by Kathleen Jensen and Patricia Jensen, who have signed a residential contract to purchase the property from 124 E. Ward Land Trust. The Board approved a motion to reduce the accrued fines to \$2,000 with the following conditions:

- Approval from the City Commission; and
- Transfer of ownership to Kathleen Jensen and Patricia Jensen; and
- Completion of demolition of the unsafe structure and detached garage; and
- Payment be made within 90 days of City Commission approval

2. Property History:

On February 7, 2022, the City recorded an Order Imposing Fine/Lien issued by the Code Enforcement Board requiring that Barbara L. Metz and Richard Phillip Metz Estate pay to the City of Eustis a fine in the amount of \$100 per day after October 13, 2021, for failing to maintain the property in accordance with City Code.

On April 10, 2023, the Eustis Code Enforcement Board authorized the City Attorney to begin foreclosure action on the unpaid code enforcement lien, which was approved by the City Commission through Resolution Number 23-46 on May 4, 2023.

On June 25, 2024, a Petition for Summary Administration was filed with the Lake County Clerk of Court for the distribution of the Philip Metz's assets, and an Order was approved on July 29, 2024.

On August 2, 2024, a Quit Claim Deed was recorded in public records transferring ownership of the property to EstateCo, LLC as Trustee of the 124 E Ward Ave Land Trust dated June 20, 2024.

On September 12, 2024, the Code Enforcement Supervisor met onsite with a Representative of the new property owner, and with consent conducted an inspection of the interior and exterior of the dwelling, which resulted in it being posted unsafe and unfit for human occupancy.

On September 19, 2024, Patricia Jensen, owner of 114 East Ward Avenue, informed the Code Department that she and her mother were putting in an offer to purchase 124 East Ward Avenue with the intention of having the buildings demolished in order to construct a new home for her mother to live in part time.

Community Input

No adjacent property owners attended the Code Enforcement Hearings, but Patricia Jensen did file several complaints with the Code Department regarding vagrants occupying the dwelling, which resulted in Public Works boarding it up.

Budget / Staff Impact:

If the Resolution is approved, the City would possibly receive \$2,000.

Reviewed By:

Kenneth Toler, Captain

Prepared By:

Eric Martin, Code Enforcement Supervisor

Attachments

- Resolution Number 24-102
- Fine Reduction Application
- Purchase Contract and Addendum

RESOLUTION NUMBER 24-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA; PROVIDING FOR A REDUCTION OF OUTSTANDING CODE ENFORCEMENT FINES AND RELEASE OF A CODE ENFORCEMENT LIEN RECORDED AGAINST 124 EAST WARD AVENUE UPON SATISFACTION OF CONDITIONS AND FULL PAYMENT OF REDUCED FINE.

WHEREAS, the City of Eustis, Florida established code enforcement fines against the following described property under Case Number 21-00185 against Barbara L. Metz and Richard Phillip Metz Estate, previous property owners, for failing to comply with City Ordinances:

EUSTIS LOTS 3, 4 BLK 103 PB 1 PG 79; and

WHEREAS, the City of Eustis, Florida, a Florida Municipal Corporation, has recorded a Code Enforcement Lien against the subject property, totaling \$102,300; and

WHEREAS, on June 24, 2024, a Petition for Summary Administration was filed with Lake County Clerk of Court for the distribution of the Philip Metz's assets, which an Order was approved on July 29, 2024; and

WHEREAS, On August 2, 2024, a Quit Claim Deed was recorded in public records transferring ownership of the property to EstateCo, LLC as Trustee of the 124 E Ward Ave Land Trust dated June 20, 2024; and

WHEREAS, on October 7, 2024, Kathleen Jensen and Patricia Jensen submitted a fine reduction application requesting that fines be reduced to \$2,000; and

WHEREAS, on October 14, 2024, the Code Enforcement Board approved the request and recommended that the City Commission reduce the fines to \$2,000 upon completion of demolition and payment of the reduced fine within 90 days.

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

SECTION 1

That the code enforcement fine associated with Code Violation Cases 21-00185 totaling \$102,300 shall be reduced to \$2,000 upon sale of the property to Kathleen Jensen and Patricia Jensen.

SECTION 2

That the City Clerk is hereby authorized to execute Release of Lien for Case 21-00185 upon payment of the reduced fine and completion of the demolition:

SECTION 3

Resolution Number 24-102
Release of Lien Authorization – 124 E Ward Ave
Page 1 of 2

That this action shall become null and void if payment of the reduced fine is not received by February 5, 2025.

DONE AND RESOLVED this 7th day of November 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 7th day of November 2024, by Michael L. Holland, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

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

CITY ATTORNEY'S OFFICE

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

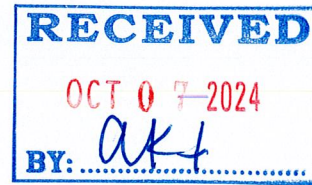
City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 24-102 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



Item 6.3

Case No. 21-00185

APPLICATION TO REQUEST A REDUCTION OF ACCRUED CODE ENFORCEMENT FINE

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH. FAILURE TO BE TRUTHFUL IS A VIOLATION OF FLORIDA STATUTES PERTAINING TO PERJURY, WHICH IS A FELONY PUNISHABLE BY UP TO 15 YEARS IMPRISONMENT.

INSTRUCTIONS: Please complete both pages of this form. Be specific when writing your statement. **Please submit the completed notarized application** to the Code Enforcement office located at 51 East Norton Avenue, Eustis, FL, by U.S. Mail at P.O. Drawer 68, Eustis, FL 32727, or email to codeenforcement@ci.eustis.fl.us **no later than 5:00 p.m., Thursday, October 10, 2024.**

APPLICATION BECOMES VOID IF NOT SUBMITTED BY DEADLINE, UNLESS AN EXCEPTION IS MADE BY THE CITY.

If the completed form is received by the deadline, the request will be presented to the Code Enforcement Board (CEB) at the next regularly scheduled hearing on **October 14, 2024 at 3:00 p.m. in the City Commission Chambers located in City Hall at 10 North Grove Street.**

SUBMITTAL OF THIS APPLICATION IS NOT A GUARENTEE THAT THE CEB WILL APPROVE

Your attendance is highly recommended. If you fail to attend, the Board may act solely on the presentation by the Code Enforcement Officer.

If the CEB approves the reduction request, the CEB's recommendation will be submitted to the City Commission for approval at their next scheduled meeting before taking effect.

If you have any questions, please call the Code Enforcement Office at (352) 483-5464 or email codeenforcement@ci.eustis.fl.us.

Property Owner Name: Kathleen Jensen, Patricia Jensen Phone: (303) 653-7787, (720) 498-6051

Address: 124 E Ward Avenue E-mail: anytimetravel@Q.com, trishyj@yahoo.com

City: Eustis State: FL Zip: 32726

If the property owner is unable to complete this form, list name of person who is authorized to act for the Property Owner and their relationship. _____

Address or location of property where violation existed: 124 E Ward Avenue

Date violation brought into compliance: Upon closing on purchase of the property

Date Code Enforcement Office called to request re-inspection: TBD

Total Accrued Fine: \$102,300 What amount are you requesting: \$ 2,000.00

On Page 2, explain reason (in detail) the reason for requesting a reduction of fine and reason original compliance date was not met.

PLEASE NOTE: ENSURE YOUR POSITION IS CLEARLY STATED HEREIN, AS THE BOARD IS NOT OBLIGATED TO HEAR YOUR TESTIMONY AT THE HEARING.

I, Kathleen Jensen and Patricia Jensen do hereby submit this Application for Reduction of Code Enforcement Fine, and in support offer the following statement:

124 E Ward Avenue is under contract and is pending the reduction of fines from the City of Eustis.

The adjacent property, located at 114 E Ward Avenue is owned by Patricia Jensen.

124 E Ward Avenue has been an ongoing problem property with the City and Kathleen and Patricia are under contract to purchase the property with the intent on demolishing the existing house and garage/shed. These structures are unsafe and have housed squatters, unwanted animals and bugs.

Following the closing of the purchase, should the City reduce the fines to what we have deemed as a reasonable amount in the sale, any permitting required to remove the structures will be filed.


Lou Ronca is the buyer's agent and will be involved in the process.

The intended future use of this property will be for Kathleen to reside in a newly constructed home.

Planning for this new home and property layout will begin once the existing structures have been demolished and overgrown vegetation brought under control.

(Additional pages may be added if needed)

Date: October 7, 2024

Signed: 

State of Florida

Print Name: Patricia Jensen

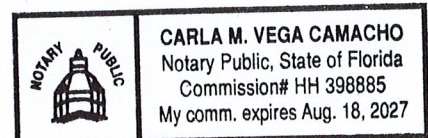
County of Lake

Personally appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Patricia Jensen who first being sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and have each produced a Florida driver's license as identification and did take an oath.

Date: 10/10/2024


Notary Public
My Commission Expires:

Drivers License No. JS25 681 77 591 0



"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1* **PARTIES:** _____ 124 E WARD AVE LAND TRUST _____ ("Seller"),
 2* and _____ Kathleen A Jensen and Patricia A Jensen _____ ("Buyer"),
 3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
 4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
 5 and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

7* (a) Street address, city, zip: _____ 124 E Ward Ave, Eustis, FL _____
 8* (b) Located in: _____ County, Florida. Property Tax ID #: _____ 1631335
 9* (c) Real Property: The legal description is EUSTIS LOTS 3, 4 BLK 103 PB 1 PG 79 ORB 6375 PG 1930

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
 16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
 17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
 18 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s),
 19 doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access
 20 devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are: none

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

24* (e) The following items are excluded from the purchase: _____
 25 _____

PURCHASE PRICE AND CLOSING

26* **2. PURCHASE PRICE (U.S. currency):**..... \$ 97,000.00
 27* ~~95,000.00~~

28* (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ 5,000.00

29 The initial deposit made payable and delivered to "Escrow Agent" named below
 30* **(CHECK ONE):** (i) accompanies offer or (ii) is to be made within _____ (if left
 31 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
 32 OPTION (ii) SHALL BE DEEMED SELECTED.

33* Escrow Agent Name: Douglas Allhouse / The Closing Agent

34* Address: 1030 W. Comstock Ave #216, Winter Park, FL 32789 Phone: 407-581-2966

35* E-mail: dallhouse@theclosingagent.com Fax: 407-398-6934

36* (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
 37* days after Effective Date \$ _____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

39* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 kaj

40* (d) Other: _____ \$ PJ

42* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
 43* transfer or other Collected funds (see STANDARD S)..... \$ 96,000.00

44* **3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:** 92,000.00

45* (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
 46* September 22, 2024, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
 47* Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
 48* the counter-offer is delivered.

49* (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
 50* initialed and delivered this offer or final counter-offer ("Effective Date").

51* **4. CLOSING; CLOSING DATE:** The closing of this transaction shall occur when all funds required for closing are
 52* received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials KAJ PJ

Seller's Initials MK

53* this Contract, the Closing shall occur on SEE Paragraph 20 ("Closing Date"), at the time
54 established by the Closing Agent.

55 **5. EXTENSION OF CLOSING DATE:**

56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial
57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is
58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7
60 days.

61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property
66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all
67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and
68 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss
69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and
70 shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-
71 CLOSING OCCUPANCY BY BUYER.

72* (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
73 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after
74 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof
75 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all
76 within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of
77 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such
78 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the
79 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)
80 and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not
81 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after
82 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

83* **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
84 this Contract; may assign but not be released from liability under this Contract; or may not assign this Contract.
85 IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

86 **FINANCING**

87 **8. FINANCING:**

88* (a) This is a cash transaction with no financing contingency.

89* (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan
90 Approval Period"): (1) Buyer obtaining approval of a conventional FHA VA or other _____
91 (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** fixed, adjustable, fixed or
92 adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left
93 blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30)
94 years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation
95 of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required
96 for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

97* (i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date
98 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of
99 Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this
100 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval
101 unless Rider V is attached.

102 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall
103 be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,
104 but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender
105 and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's
107 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions
108 of Loan Approval. Buyer ^{Initial} authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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Seller's Initials MK

109 and progress and release preliminary and finally executed closing disclosures and settlement statements, as
110 appropriate and allowed, to Seller and Broker.

111 (iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing
112 prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval
113 Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver
114 written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

115 (iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the
116 terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by
117 delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided
118 Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer
119 and Seller from all further obligations under this Contract.

120 (v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller
121 prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though
122 Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate
123 this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval
124 Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit
125 thereby releasing Buyer and Seller from all further obligations under this Contract.

126 (vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer
127 thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's
128 default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan
129 Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by
130 other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer
131 and Seller from all further obligations under this Contract.

- 132* (c) Assumption of existing mortgage (see Rider D for terms).
- 133* (d) Purchase money note and mortgage to Seller (see Rider C for terms).

134 **CLOSING COSTS, FEES AND CHARGES**

135 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

136 (a) **COSTS TO BE PAID BY SELLER:**

- 137 • Documentary stamp taxes and surtax on deed, if any
- 138 • Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- 139 • Title search charges (if Paragraph 9(c)(iii) is checked)
- 140* • Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- 141 • Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

142 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11
143 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at
144 Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay
145 such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

146 (b) **COSTS TO BE PAID BY BUYER:**

- 147 • Taxes and recording fees on notes and mortgages
- 148 • Recording fees for deed and financing statements
- 149 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- 150 • Survey (and elevation certification, if required)
- 151 • Lender's title policy and endorsements
- 152 • HOA/Condominium Association application/transfer fees
- 153 • Municipal lien search (if Paragraph 9(c)(ii) is checked)
- 154* • Other: _____ Code Violations fees
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

155* (c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked,
156 then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida
157 licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title
158 Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be
159 obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property,
160 Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy
161 premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set
162 forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated
163 and allocated in accordance with Florida law, but may be reported differently on certain federally mandated
164 closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

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165 search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded
166 liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

167 **(CHECK ONE):**

168* (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the
169 premium for Buyer's lender's policy and charges for closing services related to the lender's policy,
170 endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other
171 provider(s) as Buyer may select; or

172* (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing
173 services related to Buyer's lender's policy, endorsements and loan closing; or

174* (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall
175 furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a
176 continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for
177 reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing
178 continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not
179* be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title
180 search ordered or performed by Closing Agent.

181 (d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property
182 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
183 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

184* (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by
185* _____ at a cost not to exceed \$_____. A home
186 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
187 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

188 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
189 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
190 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
191 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
192 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
193 be paid in installments **(CHECK ONE):**

194* (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
195 Installments prepaid or due for the year of Closing shall be prorated.

196* (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body
197 to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be
198 deemed selected for such assessment(s).

199 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
200 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
201 (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to
202 Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

203 **DISCLOSURES**

204 **10. DISCLOSURES:**

205 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
206 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
207 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
208 radon and radon testing may be obtained from your county health department.

209 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
210 does not know of any improvements made to the Property which were made without required permits or made
211 pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79,
212 F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then
213 Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession,
214 knowledge, or control relating to improvements to the Property which are the subject of such open permits or
215 unpermitted improvements.

216 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or
217 desires additional information regarding mold, Buyer should contact an appropriate professional.

218 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
219 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
220 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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- 221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
- 222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
- 223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
- 224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
- 225* may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
- 226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
- 227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
- 228 designation of Property.
- 229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
- 230 required by Section 553.996, F.S.
- 231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
- 232 mandatory.
- 233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
- 234 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
- 235 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 236 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
- 237 **PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO**
- 238 **PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY**
- 239 **IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER**
- 240 **PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE**
- 241 **COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**
- 242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
- 243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
- 244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
- 245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
- 246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
- 247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
- 248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
- 249 FIRPTA.
- 250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
- 251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
- 252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
- 253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
- 254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
- 255 building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

257 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the

258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS

259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

260 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:** ^{PJ} See Additional ^{kaj} Terms - 

261* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have [^] (if left blank, then 15)

262 **days after Effective Date ("Inspection Period") within which to have such inspections of the Property**

263 **performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole**

264 **discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering**

265 **written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely**

266 **terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall**

267 **be released of all further obligations under this Contract; however, Buyer shall be responsible for**

268 **prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting**

269 **from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the**


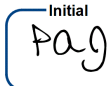
270 **preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to**


271 **terminate granted herein, Buyer accepts the physical condition of the Property and any violation of**

272 **governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to**

273 **Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all**

274 **repairs and improvements required by Buyer's lender.**

Initial Initial
 

Seller's Initials 

- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
- 276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
- 277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
- 278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
- 279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
- 281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
- 282 written documentation or other information in Seller's possession, knowledge, or control relating to
- 283 improvements to the Property which are the subject of such open or needed permits, and shall promptly
- 284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
- 285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,
- 286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
- 287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
- 288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
- 290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
- 291 to Buyer.

ESCROW AGENT AND BROKER

293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
 294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
 295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of
 296 this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting
 297 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may
 298 take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or
 299 liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until
 300 the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine
 301 the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the
 302 dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon
 303 notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the
 304 extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will
 305 comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through
 306 mediation, arbitration, interpleader or an escrow disbursement order.

307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
 308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
 309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent
 310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to
 311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or
 312 termination of this Contract.

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
 314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
 315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
 316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
 317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
 318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
 319 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**
 320 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**
 321 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
 322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
 323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
 324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
 325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
 326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
 327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
 328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
 329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
 330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and
332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

335 **DEFAULT AND DISPUTE RESOLUTION**

336 **15. DEFAULT:**

337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit
339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and
340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under
341 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
342 rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall
343 be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share
344 shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

345 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
346 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
347 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
348 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
349 performance.

350 This Paragraph 15 shall survive Closing or termination of this Contract.

351 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and
352 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled
353 as follows:

354 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
355 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
356 16(b).

357 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
358 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
359 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
360 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
361 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
362 16 shall survive Closing or termination of this Contract.

363 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
364 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
365 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover
366 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the
367 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

368 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

369 **18. STANDARDS:**

370 **A. TITLE:**

371 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
372 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
373 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
374 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
375 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
376 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
377 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
378 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
379 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
380 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
381 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
382 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
383 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall
384 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
385 with law.

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Seller's Initials

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

Item 6.3

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

Initial Initial
BJ PAG

Authenticated
MK

Buyer's Initials

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Seller's Initials

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

Item 6.3

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

Buyer's Initials

KAJ PAG

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Seller's Initials

MK

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

Item 6.3

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

Buyer's Initials: [Handwritten initials: kdj, pag]

Seller's Initials: [Handwritten initials: MK]

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

Item 6.3

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- List of addenda options A through W, X through CC, DD, EE, and Other, each with a checkbox.


Buyer's Initials [Initials: kll, pag]

Seller's Initials [Initials: MK]

Item 6.3


590* 20. ADDITIONAL TERMS: _____

591 a. Closing shall take place within 10 days of final approval by the City of Eustis of negotiated settlement of code
592 violation liens.

593 ~~b. Seller to pay any fees due the City of Eustis for code violations.~~  PJ kaj
594 PJ kaj

595 b. Buyer agrees to assume any and all the code enforcement fines and liens, as such, this contract is contingent upon
596 an acceptable lien reduction and all code enforcement liens with the City of Eustis.


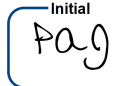
597 c. Buyer agrees to provide written approval and acceptance of the code enforcement fines and liens and removes all
598 inspection contingencies on or before October 21, 2024.


599  PJ
600 PJ kaj
601 kaj

608 COUNTER-OFFER

609* Seller counters Buyer's offer.

610 [The remainder of this page is intentionally left blank.
611 This Contract continues with line 612 on Page 13 of 13.]

Initial Initial
 
Buyer's Initials
FloridaRealtors/FloridaBar-ASIS-6xx

Seller's Initials 

612 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEE
613 ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

614 THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

615 Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the
616 terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and
617 conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all
618 interested persons.

619 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
620 TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

631* Buyer: Kathleen A Jensen Date: _____
Signed by: _____

632* Buyer: Patricia A Jensen Date: _____
Signed by: _____
C54400681071438...
A9D549F89340485...

633* Seller: _____ Date: _____
Authenticator: _____

634* Seller: Michael Kara Date: 09/23/24
Michael Kara, Trustee

635 Buyer's address for purposes of notice Seller's address for purposes of notice
636* Kathleen Jensen- 174 Bristlecone St, Brighton CO _____
637* 80601 And Patricia A Jensen , 114 E Ward St _____
638* Eustis FL 32726 _____

639 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers
640 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct
641 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
642 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
643 retained such fees from the escrowed funds. This Contract shall not modify any offer of compensation made by
644 Seller or Listing Broker to Cooperating Brokers.

645* Louis Ronca 2%
646 **Cooperating Sales Associate, if any**

Michael Kara, Broker
Listing Sales Associate

647* Classic Homes
648 **Cooperating Broker, if any**

Corbelo LLC
Listing Broker



City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: November 7, 2024

RE: **FIRST READING**

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

Introduction:

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

Background:

1. The site contains approximately .34 acres located at 2505 E. Orange Avenue and is within the Eustis Joint Planning Area. The Lake County Property Appraiser has classified the property as 1 story commercial office.
2. The site is contiguous to the City on all boundaries.
3. The site has a Lake County land use designation of Urban Medium, but approval of Ordinance Number 24-36 would change the land use designation to Residential/Office Transitional in the City of Eustis.
4. The property has a currently vacant commercial office structure and associated parking on site.
5. The commercial office building and parking area are accessed directly from E Orange Avenue.
6. The County Zoning for the property is Residential Professional. Lake County Residential Professional Zoning allows for office and professional services. The last office and professional services businesses occupying the building appear to have been between May 2019 and August 2022.

Applicant's Request

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

The current Lake County the land use designation is Urban Medium and the zoning designation is Residential Professional. The Lake County zoning and land use designations allow for multi-family up to 7 du/acre, professional services and limited

commercial. The property owner has requested the Residential Office Transitional (RT) land use designation within the City of Eustis. The RT land use provides for multi-family up to 12 du/acre and professional offices and services; most commercial uses require a conditional use approval by City Commission. The requested RT designation is consistent with the land use designation of adjacent properties. The applicant has requested that the parcel receive the same Design District Designation as the adjacent parcels already within the City of Eustis. The adjacent City of Eustis Design District is Suburban Corridor.

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

The City Commission has voted for approval of the Annexation of the parcel under Ordinance Number 24-35 at the first reading held on October 17, 2024

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

The City Commission has voted for approval of the assignment of the Residential/Office Transitional Future Land Use for the parcel under Ordinance Number 24-36 at the first reading held on October 17, 2024.

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

Form-Based Code:

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

1. Standard for Review:

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

- a. *Section 102-17(a) "...Section 109-3 Design Districts:* identifies the definition, structure and form of each design district. The assignment of design district must follow the district pattern and intent."

The requested amendment assigns a newly annexed parcel a designation that meets the district pattern and intent (Suburban Corridor). The Suburban development pattern and intent, and the Suburban Corridor definition, structure and form description are stated below. The assignment of a Suburban Corridor design district designation is appropriate due to the established and proposed development patterns in the area. The City of Eustis Design District Map shows the properties along E Orange Avenue as Suburban Corridor. All of properties within the City limits fronting on Orange Avenue between Sunrise Lane and Diedrich Street are Suburban Corridor. The annexation property, and subject of the request for Suburban Corridor assignment, is between these terminuses of the corridor.

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

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

primarily located on corridors, districts and a mix of uses is prominent in centers. Each land use provides for pedestrian and bicycle connections.
Design districts

(4) Suburban Corridor:

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

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

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

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

c. Section 102-17(a)

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

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

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

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

d. Consistent with Comprehensive Plan:

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

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

e. Consistent with Surrounding Uses:

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

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

f. Changed Conditions:

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

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

g. Public Facilities.

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

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

h. Impact to Environment:

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

The proposed Design District designation for this property does not change the development potential of the parcel. Design Districts control the form and function of any development that does occur. The Future Land Use designation controls the density, intensity and minimum open space permitted on the site, so the Design District amendment would not result in additional impacts on the natural environment. Site plan review for any future development will include environmental review to assess impacts to flora, fauna and wetlands, and provide for protection of sensitive areas.

i. Property Values:

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

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

j. Orderly Development Pattern:

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

The proposed Design District designation is consistent with the suburban development pattern identified in Section 109-5.5. Assignment of the requested designation will result in a more orderly and logical

development pattern; making the designation consistent with the surrounding area designations and established development patterns.

k. Public Interest and Intent of Regulations:

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

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

l. Other Matters:

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

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

Recommended Action:

Development Services recommends that the City Commission Approve Ordinance Number 24-37.

Policy Implications:

None

Alternatives:

1. Vote to Approve Ordinance Number 24-37.
2. Vote to Deny Ordinance Number 24-37.

Budget/Staff Impact:

None

Prepared By:

Jeff Richardson, AICP, Deputy Director, Development Services

ORDINANCE NUMBER 24-37

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; ASSIGNING THE SUBURBAN CORRIDOR DESIGN DISTRICT DESIGNATION TO APPROXIMATELY 0.34 ACRES OF REAL PROPERTY AT 2505 E ORANGE AVENUE, ALTERNATE KEY NUMBER 1443270, ON E ORANGE AVENUE AND CRICKET HOLLOW LANE, NORTH OF E ORANGE AVENUE.

WHEREAS, the City of Eustis desires to amend the Design District Map of the Land Development Regulations adopted under Ordinance Number 09-33 to assign a Design District designation of Suburban Corridor to approximately 0.34 acres of recently annexed real property further described below, and;

WHEREAS, on November 7, the City Commission held the 1st Public Hearing to consider the Design District Amendment contained herein; and

WHEREAS, on November 21, 2024, the City Commission held the 2nd Public Hearing to consider the adoption of the Design District Amendment contained herein;

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

Section 1. Design District Designation

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

Alternate Key Number: 1443270
Parcel Number: 07-19-27-0002-000-03100

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

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

Section 2. Map Amendment

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

Section 3. Conflict

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

Section 4. Severability

That should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be

unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 5. Effective Date

That this Ordinance shall become effective upon annexation of the subject property through approval of Ordinance Number 24-37.

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

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Michael L. Holland
Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

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

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

CITY ATTORNEY'S OFFICE

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

City Attorney's Office

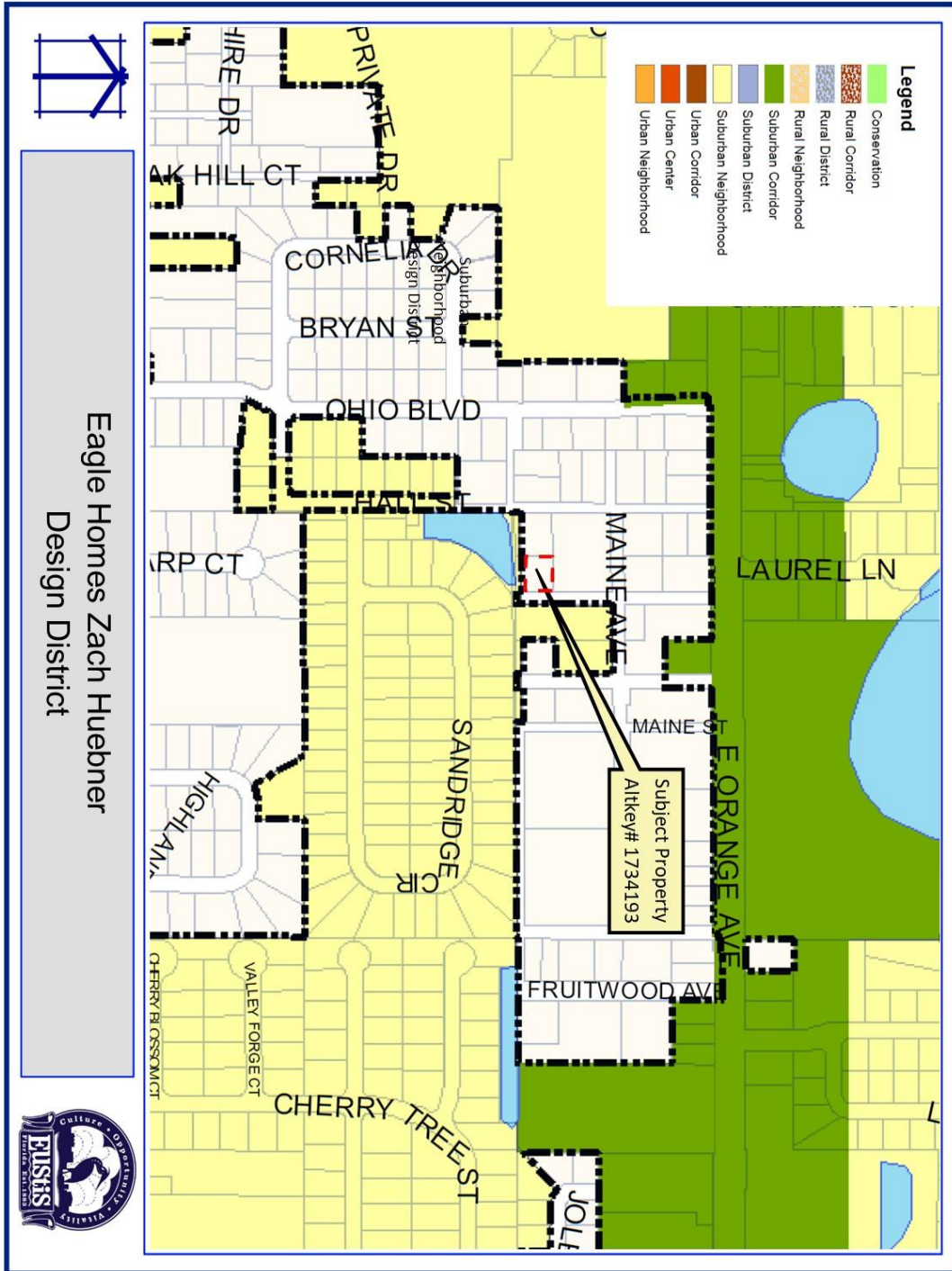
Date

CERTIFICATE OF POSTING

The foregoing Ordinance Number 24-37 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Exhibit A





City of Eustis

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

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: NOVEMBER 7, 2024

RE: DISCUSSION DOCUMENT FOR TOUR BOAT OPERATION ON LAKE EUSTIS

Background

In March, Mayor Holland, along with City staff, several Chamber members, and Chamber staff met with the owner of Trident Pontoons to discuss the company's interest in partnering with the City to begin a tour boat operation on Lake Eustis.

As a follow-up to that meeting, the following activities took place between April and October:

- Staff conducted due diligence research on boat tours successfully operating in Mount Dora and Tavares
- City and Chamber representatives visited the Trident Boat facility
- A bid solicitation for a boat tour operator was issued
 - Why Knot Water Excursions (partners include Trident Pontoons) was the only respondent
- Reached out to Randy Connor of Lake Adventures to make sure that a tour boat operation would not conflict with his watercraft rental business
- Met with Why Knot to discuss its base of operations needs
- Met with Why Knot to discuss terms and provisions of a franchise agreement

Estimated investment needed to establish infrastructure for future boat tour operations

• 8'x80' Fixed Dock Engineering & Permitting	\$ 25,000
• 8'x80' Fixed Dock Construction	\$120,000
• Exs pier modifications/demo	\$ 15,000
• Shed with 100 amp panel	\$ 14,000
• Water Supply to unplumbed shed	\$ 3,500
• SUBTOTAL	\$177,500
• 15% Contingency/Unknowns	\$ 26,625
TOTAL	\$204,125

Additional Relevant Information

Boat Information

Name:	TBD
Vessel Size:	50 ft long; 12 ft wide
Diameter of pontoons	42"
Passenger Limit	49

Boat Tour Sales Model

- Company expects that as much as half of its business will be corporate and special group tours
- General public and small group tours will be arranged based on demand
- All bookings will be done online

Annual Passenger Projection

Because tours are seasonal and the companies operating them are private, not enough reliable data is available to make a statistically accurate projection. However, using some very conservative numbers we estimate a minimum annual passenger count of 3,200 (Calculation: $(4 \times 25 \times 32) = 3,200$)

- ◆ No of cruises per week is 4
- ◆ No of passengers per cruise 25
- ◆ Season – 8 months (32 weeks)

Other Boat Tours Operating in Area

1. Rusty Anchor Mount Dora Boat Tours
2. Premier Boat Tours (Mount Dora)
3. Catboat Escapes (Clermont)
4. Dora Queen (Tavares)
5. Cruisin' Tikis Lake Dora (Tavares)

Action:

Direction from City Commission on whether to proceed with dock improvements to support tour boat operations.

Prepared by:

Al Latimer, Economic Development Director

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: November 7, 2024

RE: Recommendations for Downtown Business Growth and Sustainability Incentives

Background:

At the October 3rd meeting, Commission instructed staff to work with the Lake Eustis Area Chamber of Commerce to come up with ideas that could help create business growth and sustainability in the downtown area. As a first step, Staff researched grants programs other Cities and CRA's are using to help their downtown businesses. Staff then met with representatives of the Chamber, who provided feedback and offered additional ideas. The Chamber also organized a meeting of downtown merchants who offered suggestions on ways to increase foot traffic.

Perspective:

Downtown businesses are struggling all across the country. A broad list of reasons for these struggles include employers vacating downtown offices, the impacts of changed shopping patterns resulting from COVID, inflation, labor shortages, high rental rates, et al.

However, some downtowns are in a better position to recover and/or thrive than others. Particularly, those that have housing for mixed levels of income, experienced retailers, restaurants with a reputation for quality food and good customer service, parking, entertainment, parks, gathering spaces, and other amenities. Eustis has these ingredients for vitality and is poised for success. The development of the former Waterman Hospital site will bring online new, varied housing units. Consideration for both public and private parking is also being addressed as part of the Downtown Master Plan. Ferran Park is both a great entertainment venue and recreation hub. The City sponsors in excess of twenty events a year, and the sunset over Lake Eustis is a unique amenity. All these assets and unfolding development make the case that with the City, the Chamber, and downtown businesses working together, business growth and sustainability will be achieved.

Business Stimulation Incentive Ideas

With input from the Chamber and downtown merchants, staff has developed a list of six grant incentives for Commission to consider. On a broad level they fall into two categories:

- Increasing foot traffic
- Reimbursing some commercial build-out costs

Staff is proposing a limit on the number of grants that can be awarded in each category. If the entire list of six grant incentives were implemented the annual cost would be \$52,900.

Note: There are many additional ideas that came out of the discussion with the Chamber and the downtown merchants that staff is exploring to determine their ability to move us further down the path in producing more business growth and sustainability.

Requested Action:

Advise staff which proposed incentives Commission would like to implement.

Prepared by:

Al Latimer, Economic Development Director

Attachment A

ATTACHMENT A

**Eustis City Commission Meeting
November 7, 2024**

Proposed Downtown Business Growth and Sustainability Incentives

Incentive ideas that could help increase business growth and sustainability for downtown retailers and restaurants, by providing grant opportunities that will assist in enhancing the aesthetic appeal, and attracting more residents and visitors downtown.

1. Entertainment Grants

The Entertainment Grants would award funding to downtown merchants, and the Chamber of Commerce to pay for or supplement the cost of hiring a band to perform, either inside or outside of a downtown establishment. Businesses would be limited to one (1) grant per year. The Chamber of Commerce would be limited to 2 grants per year.

Maximum award	\$500
Capped at 10 awards per year	\$5,000

Grant Review Committee: The City’s Events and Communications Department will review all applications and make awards based on the date of the event, music style, artist reputation, expected crowd size, and other similar criteria.

2. Concerts in Pocket Park

The Concerts in Pocket Park Host would cover the cost of two concerts per year in Pocket Park featuring a Jazz or Concert Band from a k-12 or college educational institution.

Maximum award	\$2,000
Capped at 2 per year	\$4,000

3. Merchant Association Marketing Match for Patron Tours

The Merchant Association Marketing Match for Patron Tours incentive would match fifty percent (50%) of the marketing and promotional funds collected by merchants and spent on passenger tours to downtown Eustis.

Maximum award	\$1,200
Capped at 2 tours per year	\$2,400

4. Sidewalk Café Incentive Program

The Sidewalk Café Incentive offers financial assistance to qualified property owners or tenants seeking to establish an Alfresco dining area on the sidewalk adjacent to their shop.

Maximum award:	\$1,500
Capped at 5 awards per year:	\$7,500

5. Customized Business Training for Struggling Downtown Shop Owners

The Customized Business Training for Struggling Shop Owners will offer customized training at the conveniently located Eustis/UCF Business Incubator building, Mega Workspace. UCF would customize learning sessions, including coordinating with LEAD, The Kaufman Foundation, and others to help business owners improve their skills in areas such as inventory control, pricing, marketing, cost capturing, debt reduction, etc.

Maximum award	\$3,000
Capped at 3 awards per year	\$9,000

6. Commercial Interior Building Renovation Grant

The Commercial Interior Building Renovation Grant would offer an incentive to help offset the cost to build-out a vacant commercial space. It could also be used to assist an existing business renovate and relocate to a different commercial space within the CRA.

Maximum award	\$5,000
Capped at 5 awards per year	\$25,000

Total for Maximum Participation	\$52,900
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